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INNOVATION FORGE HOLDINGS LIMITED

(Incorporated in the British Virgin Islands with limited liability)

RITAMIX GLOBAL LIMITED
利特米有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1936)

JOINT ANNOUNCEMENT

(I) SALE AND PURCHASE OF SHARES IN RITAMIX GLOBAL LIMITED;

(II) POSSIBLE SPECIAL DIVIDEND AND PROPOSED CHANGE IN USE OF UNUTILISED NET PROCEEDS;

(III) POSSIBLE UNCONDITIONAL MANDATORY GENERAL CASH OFFER BY SHANGGU SECURITIES LIMITED FOR AND ON BEHALF OF INNOVATION FORGE HOLDINGS LIMITED TO ACQUIRE ALL THE ISSUED VOTING SHARES IN RITAMIX GLOBAL LIMITED (OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE PURCHASERS AND PARTIES ACTING IN CONCERT WITH THEM);

AND

(IV) RESUMPTION OF TRADING

Financial Adviser to Innovation Forge Holdings Limited

Independent Financial Adviser to the Independent Board Committee of Ritamix Global Limited

RAINBOW.
RAINBOW CAPITAL (HK) LIMITED
浤 博 資 本 有 限 公 司

THE SALE AND PURCHASE AGREEMENT

The Company was informed by the Offeror and the Vendors that on 25 September 2026, after trading hours, the Purchasers, the Vendors and the Vendor Guarantors entered into the Sale and Purchase Agreement, pursuant to which:

(a) the First Vendor has agreed to sell, and the First Purchaser has agreed to purchase, 266,054,340 First Sale Shares, representing approximately 56.37% of all the issued Shares and 57% of the issued Voting Shares as at the date of this joint announcement;

(b) the First Vendor has agreed to sell, and the Second Purchaser has agreed to purchase, 71,445,660 First Vendor Shares, representing approximately 15.14% of all the issued Shares and approximately 15.31% of the issued Voting Shares as at the date of this joint announcement; and

(c) the Second Vendor has agreed to sell, and the Second Purchaser has agreed to purchase, 26,316,000 Second Vendor Shares, representing approximately 5.58% of all the issued Shares and approximately 5.64% of the issued Voting Shares as at the date of this joint announcement.

The Sale Shares comprise an aggregate of 363,816,000 Shares, representing approximately 77.08% of all the issued Shares and approximately 77.94% of the issued Voting Shares as at the date of this joint announcement. The Aggregate Consideration for the Sale Shares is HK$224,474,472, equivalent to HK$0.6170 per Sale Share, of which:

(i) HK$164,155,527.78 is payable by the First Purchaser for the First Sale Shares; and

(ii) HK$60,318,944.22 is payable by the Second Purchaser for the Second Sale Shares.

The sale and purchase of the First Vendor Shares and the Second Vendor Shares are inter-conditional and shall be completed simultaneously. No partial completion will take place unless otherwise agreed in accordance with the Sale and Purchase Agreement.

Completion is conditional upon the fulfilment or waiver (where applicable) of the Conditions on or before the Long Stop Date. As at the date of this joint announcement, Completion has not taken place.

POSSIBLE SPECIAL DIVIDEND AND PROPOSED CHANGE IN USE OF UNUTILISED NET PROCEEDS

It is contemplated under the Sale and Purchase Agreement that, before Completion, the Board will consider and, if it considers appropriate, approve (i) the proposed reallocation of all HK$56.5 million of the Company's unutilised net proceeds from the Listing to fund part of the Special Dividend; and (ii) the declaration of the Special Dividend of HK$0.29 per Share, or such lower amount per Share as may be determined by the Board and accepted by the First Vendor for the purpose of satisfying the relevant Condition. Based on the 466,762,000 Shares carrying dividend entitlements as at the date of this joint announcement, the Special Dividend of HK$0.29 per Share would amount to HK$135,360,980 in aggregate and is presently contemplated to be funded as to approximately HK$56.5 million from the Unutilised Net Proceeds pursuant to the Proposed Change and as to approximately HK$78.861 million from the Group's existing internal resources. If declared, the Special Dividend will be paid pro rata at the same rate per Share to all Shareholders (other than the Company in respect of the Treasury Shares) whose names appear on the register of members of the Company on the Record Date. The Record Date is expected to fall before Completion, while payment of the Special Dividend is expected to be made after Completion. The Board's consideration of the Proposed Change and the possible Special Dividend will not be conditional upon Completion. If the Proposed Change is approved and the Special Dividend is declared by the Board, the Proposed Change will take effect and the Special Dividend will be paid to the eligible Shareholders whose names appear on the register of members of the Company on the Record Date, irrespective of whether Completion takes place. For the avoidance of doubt, if Completion does not take place, no Offer will be made, but this will not affect the entitlement of eligible Shareholders to, or the payment of, the Special Dividend once declared. The Offeror has consented to the proposed declaration of the Special Dividend and has confirmed that the Offer Price will not be reduced as a result of its declaration and/or payment.

As at the date of this joint announcement, the Board has not approved the Proposed Change or approved or declared the Special Dividend. The Proposed Change and the declaration and payment of the Special Dividend, including the final amount, the funding arrangements, Record Date and payment date, remain subject to the approval of the Board and compliance with Applicable Law, the Articles, the Listing Rules and the Takeovers Code. Accordingly, there is no assurance that the Proposed Change or the Special Dividend will be approved or that the Special Dividend will be declared or paid in the amount presently contemplated.

Further details of the Proposed Change and the Special Dividend, including the proposed reallocation of the Unutilised Net Proceeds, the reasons for the proposals and the Group's financial position, are set out in the sections headed "POSSIBLE SPECIAL DIVIDEND" and "PROPOSED CHANGE IN USE OF THE UNUTILISED NET PROCEEDS" in this joint announcement.

WORKING CAPITAL SUPPORT AND PERFORMANCE GUARANTEE

Under the Sale and Purchase Agreement, the First Vendor and the Vendor Guarantors have agreed to provide or procure Working Capital Support for the Group during the period from Completion to 31 December 2029. They have also provided a performance guarantee comprising (i) a minimum audited consolidated revenue target of HK$100,000,000 for each of FY2027, FY2028 and FY2029; and (ii) a maximum aggregate audited consolidated Net Loss of HK$50,000,000 for those three financial years, with profits in one financial year being applied to offset losses in another. Further details are set out in the section headed "POST-COMPLETION ARRANGEMENTS" in this joint announcement.

POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER

Immediately before entering into the Sale and Purchase Agreement:

(a) the First Vendor held 337,500,000 Shares, representing approximately 71.50% of all the issued Shares and approximately 72.31% of the issued Voting Shares;

(b) the Second Vendor held 26,316,000 Shares, representing approximately 5.58% of all the issued Shares and approximately 5.64% of the issued Voting Shares; and

(c) none of the Purchasers or parties acting in concert with either of them held, controlled or had direction over any Shares.

Subject to and following Completion, the First Purchaser will hold 266,054,340 Shares, representing approximately 56.37% of all the issued Shares and 57% of the issued Voting Shares, and the Second Purchaser will hold 97,761,660 Shares, representing approximately 20.71% of all the issued Shares and approximately 20.94% of the issued Voting Shares. Accordingly, the Purchasers and parties acting in concert with either of them will hold, control or have direction over an aggregate of 363,816,000 Shares, representing approximately 77.08% of all the issued Shares and approximately 77.94% of the issued Voting Shares.

It is intended that the Second Purchaser will be the Offeror. Notwithstanding this, the First Purchaser and all parties acting or presumed to be acting in concert with the First Purchaser, including the Second Purchaser, Mr. Wu and Ms. Zeng, will form part of the concert group of the Offeror. Pursuant to Rule 26.1 of the Takeovers Code, Completion will give rise to an obligation on the part of the Purchasers or parties acting in concert with either of them to make an unconditional mandatory cash offer to acquire all the Offer Shares.

Terms of the Possible Offer

Subject to and following Completion, Shanggu Securities (being the Financial Adviser), for and on behalf of the Offeror, will make the Offer to acquire all the Offer Shares in compliance with the Takeovers Code and on the terms to be set out in the Composite Document on the following basis:

For each Offer Share .... HK$0.6170 in cash

The Offer Price of HK$0.6170 per Offer Share is equal to the cash consideration payable for each Sale Share payable by the Purchasers under the Sale and Purchase Agreement. The price per Sale Share and the Offer Price have been agreed on an ex-Special Dividend basis. Accordingly, the determination of entitlement to the Special Dividend by reference to the Record Date falling before Completion will not result in any reduction of the Offer Price.

The Offeror will not increase the Offer Price. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Offer Price and the Offeror does not reserve the right to increase the Offer Price. For the avoidance of doubt, subject to the Special Dividend being approved and declared by the Board and becoming payable in accordance with the arrangements set out in this joint announcement, Shareholders whose names appear on the register of members of the Company on the Record Date will be entitled to receive the full amount of the Special Dividend so declared in addition to the Offer Price, irrespective of whether they subsequently accept the Offer or not, and no reduction or adjustment will be made to the Offer Price in respect of the Special Dividend pursuant to Note 11 to Rule 23.1 of the Takeovers Code.

The Offer, if and when made, will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Shares or upon any other conditions.

As at the date of this joint announcement, the Company has 472,000,000 Shares in issue, of which 5,238,000 Shares are held as Treasury Shares and do not carry voting rights. Based on 102,946,000 Offer Shares and assuming that there is no change in the issued share capital of the Company and no Treasury Shares are sold or transferred out of treasury before the close of the Offer, the maximum amount payable by the Offeror upon full acceptance of the Offer will be HK$63,517,682.

Confirmation of financial resources

The Purchasers intend to finance the respective consideration payable by them under the Sale and Purchase Agreement with internal financial resources. The Offeror intends to finance the consideration payable under the Offer by its internal resources. Shanggu Securities, being the Financial Adviser to the Offeror, is satisfied that sufficient financial resources are available to the Purchasers to satisfy the respective consideration payable by them under the Sale and Purchase Agreement and to the Offeror to satisfy the consideration payable upon full acceptance of the Offer.

ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE AND THE APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

Pursuant to Rules 2.1 and 2.8 of the Takeovers Code, the Independent Board Committee, comprising Ms. Ng Siok Hui, Mr. Lim Chee Hoong and Ms. Tee Pao Hwei, being all the independent non-executive Directors who have no direct or indirect interest in the Sale and Purchase Agreement or the Offer, has been established by the Company to advise the Independent Shareholders in relation to the Offer and, in particular, as to whether the Offer is fair and reasonable and as to acceptance of the Offer. Mr. Lee Haw Shyang, being a non-executive Director and one of the Vendor Guarantors, has a material interest in the Sale and Purchase Agreement and the Offer and has therefore been excluded from the Independent Board Committee.

Rainbow Capital has been appointed with the approval of the Independent Board Committee to act as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the Offer and, in particular, as to whether the Offer is fair and reasonable and as to acceptance of the Offer.

PUBLIC FLOAT AND MAINTAINING THE LISTING STATUS OF THE COMPANY

Immediately following Completion and before the Offer, Shareholders other than the Purchasers and parties acting in concert with either of them will hold 102,946,000 Voting Shares, representing approximately 22.06% of the issued Voting Shares. Assuming that all such Shareholders qualify as members of the public under the Listing Rules, the public float of the Company will therefore fall below the minimum prescribed percentage of 25% under Rule 13.32B of the Listing Rules immediately upon Completion. The public float may be reduced further as a result of acceptances of the Offer. The Purchasers intend to maintain the listing of the Shares on the Stock Exchange following the close of the Offer. In that case, the Purchasers, each new Director(s) to be nominated by either Purchaser (if any) and the Company will jointly and severally undertake to the Stock Exchange to take appropriate steps, which may include a placement or sale of sufficient Shares to independent third parties, as soon as practicable following the close of the Offer to procure that the Company re-complies with the applicable public-float requirement under the Listing Rules.

In this regard, the Company has applied to the Stock Exchange for a temporary waiver from strict compliance with Rules 8.08(1)(a) and 13.32(1) of the Listing Rules. Further announcement(s) will be made as and when appropriate.

COMPOSITE DOCUMENT

It is the intention of the Offeror and the Board that the offer document from the Offeror and the offeree board circular from the Company be combined in a composite offer and response document. Pursuant to Rule 8.2 of the Takeovers Code, the Composite Document setting out, among other things, (i) details of the Offer, including the expected timetable and terms of the Offer; (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer, together with the Form of Acceptance, is required to be despatched to the Shareholders within 21 days of the date of this joint announcement or such later date as may be permitted by the Takeovers Code and agreed by the Executive, and in compliance with the requirements of the Takeovers Code.

As the making of the Offer is subject to Completion, which is in turn subject to the fulfilment or waiver, where applicable, of the Conditions, an application will be made to the Executive for consent under Note 2 to Rule 8.2 of the Takeovers Code to extend the latest date for despatch of the Composite Document to a date falling no later than seven days after Completion, or 11 November 2026, whichever is earlier. Further announcement(s) will be made when Completion takes place and when the Composite Document is despatched.

RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 10 September 2026 pending the publication of this joint announcement. Application has been made by the Company for resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 28 September 2026.

WARNING

The Directors make no recommendation as to the fairness or reasonableness of the Offer or as to acceptance of the Offer in this joint announcement, and strongly recommend the Independent Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the recommendation of the Independent Board Committee to the Independent Shareholders and the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Offer.

Completion of the sale and purchase of all the Sale Shares is subject to the fulfilment or waiver, where applicable, of the Conditions and may or may not take place. The Offer will only be made if Completion takes place. Shareholders and potential investors of the Company are therefore advised to exercise caution when dealing in the securities of the Company, and if they are in any doubt about their position, they should consult their professional advisers.

INTRODUCTION

The Company was informed by the Offeror and the Vendors that on 25 September 2026, after trading hours, the Purchasers, the Vendors and the Vendor Guarantors entered into the Sale and Purchase Agreement pursuant to which the Vendors have agreed to sell, and the Purchasers have agreed to purchase, in the respective reallocations set out below, an aggregate of 363,816,000 Sale Shares, representing approximately 77.08% of the total issued Shares and approximately 77.94% of the total issued Voting Shares as at the date of this joint announcement. The Aggregate Consideration for the Sale Shares is HK$224,474,472, which is equivalent to HK$0.6170 per Sale Share.

THE SALE AND PURCHASE AGREEMENT

The principal terms of the Sale and Purchase Agreement are summarised below:

Date	:	25 September 2026
Purchasers	:	the First Purchaser the Second Purchaser, also act as the Offeror
Vendor	:	the First Vendor the Second Vendor
Vendor Guarantors	:	Dato' Sri Lee Haw Yih; Mr. Lee Haw Hann; Mr. Lee Haw Shyang; and Datin Sri Yaw Sook Kean

The First Vendor is owned as to approximately 53.37% by Dato' Sri Lee Haw Yih, 20.17% by Mr. Lee Haw Hann, 20.17% by Mr. Lee Haw Shyang and 6.29% by Datin Sri Yaw Sook Kean. The Vendor Guarantors are parties acting in concert pursuant to the confirmation and undertaking dated 26 January 2019 and together control the First Vendor Shares through the First Vendor.

The Second Vendor is wholly owned by Mr. Voon Sze Lin.

The Sale Shares

Pursuant to the terms and conditions of the Sale and Purchase Agreement, at Completion:

(a) the First Vendor shall sell as legal and beneficial owner, and the First Purchaser shall purchase, 266,054,340 Shares i.e. the First Sale Shares;

(b) the First Vendor shall sell as legal and beneficial owner, and the Second Purchaser shall purchase, 71,445,660 First Vendor Shares; and

(c) the Second Vendor shall sell as beneficial owner, and the Second Purchaser shall purchase, all 26,316,000 Second Vendor Shares.

The 97,761,660 Shares to be acquired by the Second Purchaser under paragraphs (b) and (c) above shall together constitute the Second Sale Shares. The First Sale Shares and the Second Sale Shares shall collectively constitute the Sale Shares.

The First Sale Shares represent approximately 56.37% of the total issued Shares and 57% of the total issued Voting Shares, while the Second Sale Shares represent approximately 20.71% of the total issued Shares and approximately 20.94% of the total issued Voting Shares, in each case as at the date of this joint announcement.

Each Vendor shall sell the Sale Shares held by it free from all Encumbrances and together with all rights attaching to them at or after Completion, but excluding the right to receive the Special Dividend. The sale and purchase of the First Vendor Shares and the Second Vendor Shares are inter-conditional and shall be completed simultaneously. Neither the sale and purchase of the First Vendor Shares nor the Second Vendor Shares shall be completed unless both are completed at the same time.

Consideration for the Sale Shares

The Aggregate Consideration payable by the Purchasers to the Vendors in respect of the Sale Shares is HK$224,474,472, which is equivalent to HK$0.6170 per Sale Share. The Aggregate Consideration shall be payable in the following manner:

(a) the First Purchaser shall pay HK$164,155,527.78 to the First Vendor for the First Sale Shares; and

(b) the Second Purchaser shall pay an aggregate of HK$60,318,944.22 for the Second Sale Shares, comprising HK$44,081,972.22 payable to the First Vendor and HK$16,236,972 payable to the Second Vendor.

The Consideration was agreed among the Purchasers and the Vendors after arm's length negotiations, taking into account, among other things, (i) the historical operating and financial performance of the Group; (ii) the prevailing and historical market prices and trading liquidity of the Shares; (iii) the financial position and net asset value of the Group; (iv) the Special Dividend; (v) the Working Capital Support and the Performance Guarantee; and (vi) the prevailing market conditions.

Pursuant to the Sale and Purchase Agreement, the Second Purchaser has (for itself and on behalf of the Purchasers) procured that an aggregate amount of HK$44,894,894.40, representing 20% of the Aggregate Consideration (i.e. the Escrow Sum), is separately identified and irrevocably earmarked out of the funds held by the escrow agent. The escrow agent also holds the balance of the Aggregate Consideration and the funds required to satisfy the maximum cash consideration payable under the Offer. The Escrow Sum shall be held and released pursuant to irrevocable instructions jointly given by the Second Purchaser and the Financial Adviser to, and acknowledged and accepted by, the escrow agent (i.e. the Irrevocable Instructions). At Completion, the Escrow Sum will be released and applied towards payment of the Consideration, and the respective balances of the Consideration will be paid in United States dollars at the Agreed Exchange Rate by electronic transfer of immediately available funds to the bank accounts designated by the relevant Vendors.

Conditions precedent

Completion is conditional upon the fulfilment or, where applicable, waiver of the following Conditions on or before the Long Stop Date:

(a) all clearances and no-objections required from the SFC, the Stock Exchange or any other competent authority in connection with the entry into and performance of the Sale and Purchase Agreement, the Transaction and the other transactions and arrangements contemplated thereunder having been obtained and remaining in full force, and no such authority having indicated that any of the foregoing will or may result in a breach of Applicable Law or the listing status of the Shares being suspended, cancelled, revoked or materially adversely affected;

(b) the Special Dividend having been validly declared as a cash dividend pro rata to all Shareholders (excluding the Company in respect of the Treasury Shares) whose names appear on the register of members of the Company on the Record Date, and (i) the Record Date having occurred before Completion and the entitlement of such Shareholders to the Special Dividend having become unconditional; (ii) the Special Dividend having been declared in compliance with Applicable Law, the Articles, the Listing Rules and the Takeovers Code; and (iii) the Board having approved, and the Company having announced, the revised use of part of the Company's unutilised net IPO proceeds in connection with the payment of the Special Dividend;

(c) no Applicable Law, order, injunction, judgment or decision having been enacted, made or issued which restrains, prohibits, renders unlawful or materially delays Completion or the performance of the Sale and Purchase Agreement;

(d) the Shares remaining listed on the Main Board of the Stock Exchange and trading in the Shares not having been halted or suspended at any time from the date of the Sale and Purchase Agreement up to Completion, other than any temporary trading halt or suspension pending publication of this joint announcement or any other announcement relating to the Transaction;

(e) the warranties given by the First Vendor and the Vendor Guarantors being true, accurate and not misleading in all material respects on the date of the Sale and Purchase Agreement and at Completion as if repeated at Completion by reference to the facts and circumstances then existing;

(f) the warranties given by the Second Vendor being true, accurate and not misleading in all material respects on the date of the Sale and Purchase Agreement and at Completion as if repeated at Completion by reference to the facts and circumstances then existing;

(g) the First Vendor and the Vendor Guarantors having performed and complied in all material respects with all obligations, covenants and undertakings required to be performed or complied with by them before Completion;

(h) the Second Vendor having performed and complied with all obligations, covenants and undertakings required to be performed or complied with by it before Completion;

(i) no Material Adverse Effect having occurred or become apparent since the date of the Sale and Purchase Agreement; and

(j) all consents, approvals, waivers and notifications required under any material contract, financing arrangement, licence, permit or other arrangement of any Group Company as a result of the Transaction or the change of control of the Company having been obtained or made on terms reasonably satisfactory to the Purchasers.

The Purchasers, acting jointly, may by written notice to the Vendors waive, in whole or in part, any Condition other than the Conditions set out in paragraphs (a), (b) and (c) above. The First Vendor may by written notice to the Purchasers waive, in whole or in part, the Condition set out in paragraph (b) above solely as to the amount of the Special Dividend, including by accepting a reduced amount of the Special Dividend.

Long Stop Date and termination

The Long Stop Date is 31 October 2026 or such later date as may be agreed in writing by both Vendors and both Purchasers. If any Condition has not been fulfilled or waived (where applicable) on or before the Long Stop Date, the Sale and Purchase Agreement will automatically terminate upon expiry of the Long Stop Date, and the entire Escrow Sum will be returned, without interest, to the Second Purchaser (for itself and on behalf of the Purchasers) pursuant to the Irrevocable Instructions, without requiring any further written instructions from the Vendors. The Vendors will have no right or interest in the Escrow Sum upon such termination. The rights and obligations of the parties under the Sale and Purchase Agreement will cease, except for accrued rights and liabilities, any liability arising from an antecedent breach and the provisions expressed or intended to survive termination.

The Purchasers, acting jointly, may also terminate the Sale and Purchase Agreement before Completion if any warranty given by the First Vendor and the Vendor Guarantors or the Second Vendor is or becomes untrue, inaccurate or misleading in any material respect, or any Vendor or Vendor Guarantor commits a material breach of the Sale and Purchase Agreement. Upon such termination, the entire Escrow Sum will be returned, without interest, to the Second Purchaser (for itself and on behalf of the Purchasers) pursuant to the Irrevocable Instructions, without prejudice to their accrued rights and remedies against the relevant Vendor or Vendors and, where applicable, the Vendor Guarantors.

Completion and default

Completion will take place on the third Business Day after the date on which the last of the Conditions (other than any Condition expressed to be satisfied at Completion) is fulfilled or waived (where applicable), or on such other date as both Vendors and both Purchasers may agree in writing. All Completion actions relating to the First Vendor Shares and the Second Vendor Shares will take place simultaneously.

If Completion does not take place due to a default by a Vendor or Vendor Guarantor and the Purchasers terminate the Sale and Purchase Agreement, the Escrow Sum will be returned to the Second Purchaser (for itself and on behalf of the Purchasers) pursuant to the Irrevocable Instructions and the Vendors and Vendor Guarantors will be liable to pay an amount equal to 20% of the Aggregate Consideration as liquidated damages. Conversely, if Completion does not take place due to a default by a Purchaser and the Vendors terminate the Sale and Purchase Agreement, the Escrow Sum will be forfeited and released to the Vendors as liquidated damages.

POSSIBLE SPECIAL DIVIDEND

Under the Sale and Purchase Agreement, the parties contemplate that, before Completion, the Board will consider and, if it considers appropriate, approve the declaration of the Special Dividend of HK$0.29 per Share, or such lower amount per Share as may be determined by the Board and accepted by the First Vendor for the purpose of satisfying the relevant Condition. Based on the 466,762,000 Shares carrying dividend entitlements as at the date of this joint announcement, the Special Dividend of HK$0.29 per Share would amount to HK$135,360,980 in aggregate. If a lower amount per Share is declared, the aggregate amount of the Special Dividend will be reduced proportionately. If declared, the Special Dividend will be paid pro rata at the same rate per Share to all Shareholders (other than the Company in respect of the Treasury Shares) whose names appear on the register of members of the Company on the Record Date. The Record Date is expected to fall before Completion and the identity of the Shareholders entitled to the Special Dividend will be determined by reference to the register of members of the Company on the Record Date. Payment of the Special Dividend is expected to be made after Completion. The Board's consideration of the Proposed Change and the possible Special Dividend will not be conditional upon Completion. If the Proposed Change is approved and the Special Dividend is declared by the Board, the Proposed Change will take effect and the Special Dividend will be paid to the eligible Shareholders whose names appear on the register of members of the Company on the Record Date, irrespective of whether Completion takes place. For the avoidance of doubt, if Completion does not take place, no Offer will be made, but this will not affect the entitlement of eligible Shareholders to, or the payment of, the Special Dividend once declared. For the avoidance of doubt, an eligible Shareholder whose name appears on the register of members of the Company on the Record Date and who subsequently accepts the Offer will remain entitled to receive the Special Dividend.

The Offeror has consented to the proposed declaration of the Special Dividend and has confirmed that no reduction will be made to the Offer Price as a result of the declaration and/or payment of the Special Dividend. Accordingly, the Offer Price will remain unchanged whether or not the Special Dividend is declared and/or paid.

As at the date of this joint announcement, the Board has not approved or declared the Special Dividend. The Company has separately announced that a meeting of the Board will be held on 7 October 2026 to consider, among other matters, the proposed change in use of the Unutilised Net Proceeds and the declaration of the Special Dividend. Dato' Sri Lee Haw Yih and Datin Sri Yaw Sook Kean, being executive Directors, and Mr. Lee Haw Shyang, being a non-executive Director, are each a Vendor Guarantor and have a beneficial interest in the First Vendor, which is a controlling Shareholder and a party to the Sale and Purchase Agreement. As these three Directors are parties to the Sale and Purchase Agreement, and the proposed declaration of the Special

Dividend forms part of the arrangements contemplated under the Sale and Purchase Agreement, each of those Directors is considered to have a material interest in the Transaction. Accordingly, each of them will abstain from voting on the relevant Board resolutions and will not be counted in the quorum in respect of those resolutions. The declaration and payment of the Special Dividend, including its final amount, the Record Date, the payment date and the funding arrangements, remain subject to the approval of the Board and compliance with Applicable Law, the Articles, the Listing Rules and the Takeovers Code.

Proposed Funding of the Special Dividend

It is presently contemplated that the Special Dividend will amount to HK$135,360,980 in aggregate, of which all HK$56.5 million of the Unutilised Net Proceeds will be applied towards payment of the Special Dividend pursuant to the Proposed Change and approximately HK$78.861 million will be funded from the Group's existing internal resources. If the Board determines that a lower amount of Special Dividend should be declared, the aggregate amount and the respective funding amounts will be adjusted accordingly.

PROPOSED CHANGE IN USE OF THE UNUTILISED NET PROCEEDS

The net proceeds received by the Company from its initial public offering and the Listing amounted to approximately HK$72.4 million after deducting the underwriting fees, commissions and other listing expenses (i.e. the Net Proceeds). As at 30 June 2026, approximately HK$15.9 million of the Net Proceeds had been utilised and approximately HK$56.5 million remained unutilised (i.e. the Unutilised Net Proceeds).

Subject to the Board's consideration and approval, the Company proposes to reallocate all HK$56.5 million of the Unutilised Net Proceeds for payment of part of the Special Dividend (i.e. the Proposed Change). The following table sets out the proposed reallocation:

Existing intended use	**Amount of Unutilised Net Proceeds as at 30 June 2026** *(HK$ million)*	**Proposed amount to be applied towards the Special Dividend** *(HK$ million)*
Constructing a new manufacturing plant	42.1	42.1
Funding potential investment in a company engaged in the animal feed additives and/or veterinary-related industry	5.6	5.6
Setting up a new testing laboratory	3.5	3.5
Setting up a centralised Enterprise Resources Planning system	3.3	3.3
Hiring additional workforce	2.0	2.0
Total	**56.5**	**56.5**

Following the Proposed Change, all of the Unutilised Net Proceeds will be applied towards payment of the Special Dividend and no amount will remain allocated to the existing intended uses set out above.

Reasons for the Proposed Change and the Possible Special Dividend

As disclosed in the Prospectus, the Company originally intended to construct a new manufacturing plant for the production of animal feed additive premixes. The new manufacturing plant was expected to commence operation in July 2021 and, upon full operation in 2022, to add annual production capacity of approximately 3,700 tonnes, increasing the Group's total annual production capacity from approximately 3,500 tonnes to approximately 7,200 tonnes. The expansion plan was formulated on the basis that the Group's existing manufacturing plant was expected to reach full utilisation by 2021 and that additional orders from existing customers and growth in overseas sales would support the progressive utilisation of the new manufacturing plant.

The circumstances subsequently experienced by the Group differed from those originally anticipated. Since 2020, the COVID-19 pandemic caused certain key customers of the Group to slow their planned expansion, including the acquisition of poultry farms and increase in broiler production capacity, which consequently delayed the Group's additional orders from such customers as previously forecasted. Disruptions to supply chains and shortages of shipping containers also adversely affected the Group's overseas sales. Outbreaks of avian influenza and African Swine Fever, the slower-than-expected recovery of the relevant industry and intense competition locally and from the PRC further affected market demand and the Group's production. Consequently, the implementation timetable for the new manufacturing plant was extended on several occasions, most recently to 31 December 2026.

Revenue from the Group's manufacturing business decreased from approximately RM47.5 million for the year ended 31 December 2019 to approximately RM28.3 million for the year ended 31 December 2025, representing a decrease of approximately 40.4%. For the six months ended 30 June 2026, revenue from the manufacturing business amounted to approximately RM14.3 million, compared with approximately RM13.8 million for the six months ended 30 June 2025. Although a modest year-on-year increase was recorded in the first half of 2026, the operating results since Listing do not indicate that the increase in demand originally anticipated for the new manufacturing plant has materialised. The HK$42.1 million allocated for the construction of the new manufacturing plant has remained wholly unutilised.

Based on the latest operating information available to the Company and having regard to the prevailing level of customer orders, the existing manufacturing plant has continued to meet the Group's current production requirements, and the Group has not rejected or materially delayed any material customer order due to insufficient production capacity. No material commitment or non-refundable deposit has been made in respect of the construction of the new manufacturing plant. Accordingly, the existing manufacturing facilities are expected to be sufficient for the Group's reasonably foreseeable production requirements and there is presently no immediate commercial need to incur substantial capital expenditure on the construction of the new manufacturing plant.

The amounts remaining for the new testing laboratory, centralised ERP system and additional workforce, being HK$3.5 million, HK$3.3 million and HK$2.0 million, respectively, were principally linked to the Group's original expansion plan: (a) the laboratory was intended to be constructed within the new manufacturing plant and to provide complementary testing services to customers, including bacterial toxin and mycotoxin testing; (b) the ERP system was intended to integrate the Group's sales, purchasing, production, warehouse and accounting functions and support the anticipated increase in the scale of operations following commencement of the new plant; and (c) the intended recruitment included operational staff for the new plant, laboratory assistants and additional technical and supporting staff for the expanded operations. As explained above, the anticipated growth in customer demand and production requirements underpinning the expansion plan has not materialised, while the existing manufacturing plant continues to meet the Group's current and reasonably foreseeable production requirements. Accordingly, the Company considers that it may no longer be commercially necessary, at this stage, to proceed with the new plant and associated laboratory, implement the comprehensive ERP system or recruit the additional personnel originally contemplated for the expansion. As the Group has continued to operate without an in-house laboratory and considers its existing systems and workforce adequate for its current operations, the Company considers that there is no immediate commercial need to proceed with these uses. The Company may revisit these plans in the future having regard to its business development and operational needs at the relevant time, and consider funding them from its then available resources.

Furthermore, HK$13.4 million was originally allocated to fund an acquisition of, or business collaboration with, a distributor of animal feed additive products to broaden the Group's product portfolio. On 4 October 2021, the intended use was broadened to include investment in a company engaged in the animal feed additives and/or veterinary-related industry. Of this amount, HK$7.8 million has been utilised and HK$5.6 million remains unutilised. The Group has continued to consider potential opportunities during the extended utilisation period but has not identified any further suitable investment meeting its criteria, and no potential investment is at an advanced stage or subject to a binding commitment. The Company therefore considers that it would not be commercially prudent to retain the remaining proceeds indefinitely or to pursue an investment primarily to utilise them by the revised deadline. Any future investment opportunity will be considered on its own merits and may be funded from the financial resources then available.

For the reasons set out above, the Company considers that retaining the Unutilised Net Proceeds for the business plans based on the Group's original expansion assumptions is no longer the most efficient allocation of those funds. The Proposed Change would permit funds which have remained unutilised for more than six years since the Listing to provide a direct cash return to all eligible Shareholders on a pro rata basis. The Proposed Change and the Special Dividend would not alter the nature of the Group's principal businesses, and the Group would continue to conduct its existing distribution and manufacturing operations using its existing facilities. The Company remains committed to pursuing development in line with its overall business plan direction. The Proposed Change does not preclude the Group from reconsidering any of the relevant plans if justified by future market demand and business requirements, in which case the scope, timing and funding of the relevant plan would be assessed by reference to the circumstances then prevailing, including the feasibility of implementing such expansion on a staged basis or using suitable leased facilities.

As at 30 June 2026, the Group had current assets and current liabilities of approximately RM148.4 million and RM16.3 million, respectively, representing net current assets of approximately RM132.1 million. Its cash and bank balances and other investments amounted to approximately RM49.5 million and RM26.0 million, respectively, and the Group had no bank borrowings. Included within such cash and bank balances and other investments were the Unutilised Net Proceeds of approximately HK$56.5 million. Such amounts represented the Group's balances as at 30 June 2026 before the proposed payment of the Special Dividend. Based on the proposed sources of funding for the Special Dividend, the aggregate amount of the Group's cash and bank balances and other investments following payment of the Special Dividend is expected to be approximately RM5.519 million. Having considered the Group's financial position, expected operating cash flows and working capital requirements and the proposed application of the Unutilised Net Proceeds and the Group's existing internal resources towards payment of the Special Dividend, and subject to the Board's final consideration, the Directors expect that the Group will retain sufficient financial resources to meet its working capital requirements and continue its existing business operations following payment of the Special Dividend.

The disclosure in the interim results announcement of the Company dated 14 August 2026 that there was no change in the intended use of the remaining Net Proceeds reflected the approved use of the Net Proceeds at that time. The Board had not then approved or declared the Special Dividend or approved the Proposed Change. Following the subsequent development of the Transaction and the proposal for the possible Special Dividend, the Company undertook a further review of the intended use of the Unutilised Net Proceeds having regard to the Group's operating performance, production requirements and financial position.

The Proposed Change and the possible Special Dividend arose in the context of the commercial negotiations relating to the Transaction. During those negotiations, the Purchasers indicated that, following Completion, they intend to continue the Group's existing businesses and consider future development using an asset-light approach, which may include continued use of the Group's existing facilities and, where appropriate, staged expansion or suitable leased facilities rather than implementing the original capital-intensive expansion plans in their existing form. In assessing whether the Group will retain sufficient financial resources after payment of the Special Dividend, the Board has not relied on the Working Capital Support. The Working Capital Support was commercially agreed as a comfort given by the First Vendor and the Vendor Guarantors to the Purchasers under the Sale and Purchase Agreement and was not due to any anticipated working capital shortfall of the Group or its inability to obtain financing. The Working Capital Support arrangement also enables the Group to draw on the First Vendor's and the Vendor Guarantors' experience in, and established relationships with financial institutions in, the Malaysian financing market to procure external financing if required, with an interest-free and unsecured loan from the First Vendor serving only as a fallback. As the Purchasers will acquire control of the Company upon Completion, the Board took their intended approach into account, among other factors, as part of its independent review of the Group's foreseeable capital expenditure and funding requirements. Even if Completion does not occur and the Special Dividend proceeds, no significant capital expenditure is presently required to maintain the Group's existing production capacity, and its foreseeable working capital requirements are expected to be met from its ongoing positive operating cash flows, with its unused banking facilities available if required. Having regard to the fact that the Group currently has no immediate alternative use for the relevant funds, the Board considered that the declaration of a possible Special Dividend would serve as an appropriate means of rewarding Shareholders.

Therefore, the Board's consideration of the Proposed Change and the possible Special Dividend will not be conditional upon Completion. If the Proposed Change is approved and the Special Dividend is declared by the Board, the Proposed Change will take effect and the Special Dividend will be paid to the eligible Shareholders whose names appear on the register of members of the Company on the Record Date, irrespective of whether Completion takes place. For the avoidance of doubt, if Completion does not take place, no Offer will be made, but this will not affect the entitlement of eligible Shareholders to, or the payment of, the Special Dividend once declared.

On the basis of the above and subject to the Board's final consideration and approval, the Company considers that the Proposed Change would enable the Company to allocate its financial resources more effectively and that the possible Special Dividend would provide a direct return to all eligible Shareholders without materially adversely affecting the Group's existing businesses and operations.

The Company will make a further announcement immediately following the Board meeting setting out the Board's decision and, if the Proposed Change and the Special Dividend are approved, the final amount of the Special Dividend, the amount and reallocation of the Unutilised Net Proceeds to be applied towards its payment, the Record Date, the payment date and the related arrangements in accordance with the Listing Rules.

There is no assurance that the Proposed Change or the Special Dividend will be approved or that the Special Dividend will be paid.

POST-COMPLETION ARRANGEMENTS

Working Capital Support

During the period from Completion to 31 December 2029, the First Vendor and the Vendor Guarantors will jointly and severally provide or procure Working Capital Support for the existing Group Companies in such amounts and at such times as are reasonably required to support their general working capital. The Working Capital Support will be provided or procured primarily by way of banking facilities or other external financing and, to the extent that such facilities or financing are unavailable or insufficient, by way of loans from the First Vendor and/or the Vendor Guarantors. Any such loan provided by the First Vendor or the Vendor Guarantors will carry no interest, fee or other financial cost, will be unsecured, and will not confer any conversion, equity, profit-participation, management, veto or similar right or benefit on the First Vendor, any Vendor Guarantor or any of their respective associates. No such loan will be repayable if repayment would cause the borrower to become insolvent or materially prejudice its working-capital position.

The Working Capital Support was agreed as part of the commercial negotiations relating to the Transaction. The Group has historically met its ordinary working capital requirements from its own resources without recourse to bank borrowings and, as at 30 June 2026, had no bank borrowings. The Working Capital Support is intended to operate as a contingency arrangement during the period from Completion to 31 December 2029 should additional working capital requirements arise. It contemplates, in the first instance, the procurement by the First Vendor and the Vendor Guarantors of banking facilities or other external financing, with interest-free and unsecured loan financing from the First Vendor serving as a fallback if such external financing is unavailable or insufficient. Moreover, the First Vendor and the Vendor Guarantors are familiar with the Group's existing operations and the Malaysian financing market and are therefore well placed to arrange or facilitate such financing.

The First Vendor and the Vendor Guarantors will also jointly and severally use all reasonable commercial endeavours to provide such assistance and cooperation as the Purchasers and the Company may reasonably request in connection with the continued operation of the Group's business and the maintenance of the Company's listing status. A failure to comply with the Working Capital Support obligations which causes or contributes to a failure to achieve either Performance Target will not relieve the Performance Guarantors of the resulting compensation obligation or entitle them to any reduction in that compensation.

Upon Completion, the Working Capital Support disclosed above will constitute a continuing connected transaction of the Company under Chapter 14A of the Listing Rules. As the Working Capital Support will be provided on normal commercial terms or better to the Group and no security over the assets of the Group will be granted in respect thereof, it will be fully exempt from the reporting, annual review, announcement, circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules pursuant to Rule 14A.90 of the Listing Rules.

Performance Guarantee

The First Vendor and the Vendor Guarantors (i.e. collectively, the Performance Guarantors) have jointly and severally warranted, guaranteed and undertaken to the Purchasers that:

(a) the audited consolidated revenue of the Guaranteed Business for each of FY2027, FY2028 and FY2029 will not be less than HK$100,000,000 (i.e. the Guaranteed Revenue). If the revenue for any such financial year falls below HK$100,000,000, the Performance Guarantors will pay to the Purchasers, or as they may direct, an amount equal to 20% of the shortfall (i.e. the Revenue Shortfall Compensation); and

(b) the aggregate audited consolidated Net Loss of the Guaranteed Business for FY2027, FY2028 and FY2029 will not exceed HK$50,000,000, after offsetting the Net Profit of any of those financial years against the Net Loss of any other such financial year (i.e. the Aggregate Loss Target). If the aggregate Net Loss exceeds HK$50,000,000, the Performance Guarantors will pay to the Purchasers, or as they may direct, an amount equal to the amount of the excess (i.e. the Aggregate Loss Compensation).

The "**Guaranteed Business**" comprises all businesses carried on by the Group as at Completion, including the businesses of the Malaysian Operating Subsidiaries and the Subsidiaries established in Hainan Province, the PRC, but excludes any business acquired or commenced by the Group after Completion.

The Revenue Shortfall Compensation for a Guaranteed Year will be payable within 20 Business Days after the issue of the Audit Certificate for that year. The Aggregate Loss Compensation will be determined after the audited financial statements of the Group for FY2029 are issued and will be payable within 20 Business Days after the issue of the Audit Certificate for FY2029. The Revenue Shortfall Compensation and Aggregate Loss Compensation are separate and cumulative.

The compensation otherwise payable may be reduced to the extent that the relevant revenue shortfall or Net Loss is directly or indirectly caused by the specified force majeure events or changes in Applicable Laws, regulations or governmental policies described in the Sale and Purchase Agreement and satisfying the conditions specified therein. No reduction will be made to the extent that the relevant shortfall or Net Loss was caused or contributed to by a breach of the Sale and Purchase Agreement by the First Vendor or any Vendor Guarantor, including a failure to comply with the Working Capital Support obligations.

Following the issue of the audited financial statements of the Group for each Guaranteed Year, the Purchasers and the Performance Guarantors will use all reasonable endeavours to procure the Auditors to issue an Audit Certificate determining the revenue and Net Profit or Net Loss of the Guaranteed Business and the compensation, if any, payable for that Guaranteed Year. In the absence of manifest error, an Audit Certificate will be final and binding on the Purchasers and the Performance Guarantors.

PROFIT FORECAST UNDER RULE 10 OF THE TAKEOVERS CODE

The Guaranteed Revenue of HK$100,000,000 for each of the three financial years ending 31 December 2027, 2028 and 2029 and the Aggregate Loss Target of HK$50,000,000 for those three financial years, after offsetting the Net Profit of any Guaranteed Year against the Net Loss of any other Guaranteed Year (i.e. collectively, the Forecast Financial Information), constitute a profit forecast under Rule 10 of the Takeovers Code.

The Forecast Financial Information has been prepared by the Directors based on (i) the audited consolidated financial statements of the Group for each of the three years ended 31 December 2025; (ii) the unaudited consolidated results of the Group for the six months ended 30 June 2026 as set out in the announcement of the unaudited interim results of the Group published by the Company on 14 August 2026; and (iii) a forecast of the consolidated results of the Group for the six months ending 31 December 2026 and each of FY2027, FY2028 and FY2029 (i.e. the Forecast Period). The Forecast Financial Information has been prepared on a basis consistent in all material respects with the accounting policies normally adopted by the Group, as set out in its audited consolidated financial statements for FY2025.

BASES AND ASSUMPTIONS OF THE FORECAST FINANCIAL INFORMATION

The principal assumptions, upon which the Directors have based the Forecast Financial Information are as follows:

(i) The Group will continue its business as a going concern and its operations will not be materially interrupted by any force majeure event or by any unforeseeable factor beyond the control of the Directors, including the occurrence of any natural disaster, catastrophe, epidemic, act of war or civil disturbance.

(ii) The Group will continue to operate its business in substantially the same manner as it operated during the three years ended 31 December 2025 and the six months ended 30 June 2026.

(iii) There will be no material change in existing government policy, or in the political, legal, fiscal, regulatory, market or economic conditions, in Malaysia, Hong Kong, the PRC, the Cayman Islands, the British Virgin Islands or any other territory in which the Group operates or is incorporated.

(iv) There will be no material change in the bases or rates of taxation, surcharges or other government levies, whether direct or indirect, in the countries or territories in which the Group operates.

(v) There will be no material change in the rates of inflation, or in interest rates, from those presently prevailing in Malaysia or in any other country in which the Group, its customers or its suppliers operate.

(vi) No item which is exceptional by reason of its size, nature or incidence has been assumed to arise during the Forecast Period.

(vii) Dato' Sri Lee Haw Yih and the key senior management of the Group will continue to be involved in its operations, and the Group will retain its key personnel, throughout the Forecast Period.

(viii) Staffing levels will remain sufficient for the operational requirements of the Group and the Group will be able to recruit suitably qualified personnel as and when required, on terms consistent with those presently prevailing.

(ix) There will be no material change in the credit terms granted to customers or in the payment terms obtained from suppliers.

(x) The Group will be able to renew or obtain each licence, permit, registration and approval required for the continued conduct of its business operations, on terms not materially less favourable than those presently applying.

(xi) No contract dispute, litigation, claim, arbitration, investigation or other contingent liability having a material adverse effect on the business operations, financial performance or financial condition of the Group will arise during the Forecast Period.

(xii) There will be no material change in the business relationships of the Group with its existing strategic partners, principal customers and principal suppliers, and the Group will be able to implement its plans without material disruption.

(xiii) The Group will be able to meet demand for its products by planning its resources and adjusting its capacity utilisation, and no manufacturing capacity beyond that presently in operation will be required in order to achieve the forecast level of activity.

(xiv) The Group will maintain adequate insurance cover against the potential liabilities arising from its operations throughout the Forecast Period.

(xv) The property, plant and equipment, investment properties, other investments and trade receivables of the Group are carried at amounts not materially different from their recoverable amounts, and there will be no material change in those recoverable amounts during the Forecast Period.

(xvi) The Group will continue to have no bank borrowings. No amount of the Working Capital Support to be provided or procured by the First Vendor and the Vendor Guarantors following Completion has been assumed to be provided to, or drawn by, any Group Company during the Forecast Period. Accordingly, no finance cost, fee or other charge in respect of it has been assumed. Finance costs consist entirely of interest accruing on lease liabilities.

(xvii) All transactions of the Group will be denominated in, or translated into, RM at rates not materially different from those prevailing at 30 June 2026, and no gain or loss will arise on the retranslation of monetary items.

(xviii) The Special Dividend is assumed to be declared and paid in 2H2026. Save for the Special Dividend, no dividend or other distribution will be declared or paid during the Forecast Period.

(xix) The whole of the Group's holding of units in the Affin Hwang Select Bond Fund will be redeemed in 2H2026 at an amount equal to its carrying amount at 30 June 2026, and the proceeds will be applied towards the Special Dividend.

(xx) Save for the redemption referred to in assumption (xix), and for any placement or sale of Shares that may be undertaken in order to restore the public float of the Company, no acquisition or disposal of any Subsidiary, business or material asset, no reorganisation of the Group, and no issue, repurchase or cancellation of the Shares will take place during the Forecast Period. No proceeds of any such placement, and no proceeds of any sale or transfer of treasury shares, have been assumed to be received by the Company during the Forecast Period, and no interest income in respect of any such proceeds has been assumed.

(xxi) For the purpose of comparing the forecast results of the Guaranteed Business with the Performance Targets, amounts in RM are translated into Hong Kong dollars at RM0.5138 to HK$1.00, being the reciprocal, rounded to four decimal places, of the rate of RM1.00 = HK$1.9463 adopted for illustration in this announcement.

(xxii) The Guaranteed Business comprises all businesses carried on by the Group as at Completion, including the businesses of the Malaysian Operating Subsidiaries and the Subsidiaries established in Hainan Province, the PRC, but excludes any business acquired or commenced by the Group after Completion.

Pursuant to Rule 10.4 of the Takeovers Code and Note 1(c) to Rules 10.1 and 10.2 of the Takeovers Code, the Forecast Financial Information is required to be reported on by the Company's financial adviser and its auditors or consultant accountants. The Company's financial adviser is required to be satisfied that the Forecast Financial Information has been prepared by the Directors with due care and consideration, while the auditors or consultant accountants are required to be satisfied that, so far as the accounting policies and calculations are concerned, the Forecast Financial Information has been properly compiled on the basis of the assumptions adopted.

In compliance with Rule 10 of the Takeovers Code, the Forecast Financial Information has been reported on by WM CPA Limited, the reporting accountant of the Company, and Rainbow Capital, the Independent Financial Adviser. The requisite reports have been lodged with the Executive and are set out in Appendices I and II to this joint announcement, respectively.

POSSIBLE UNCONDITIONAL MANDATORY CASH OFFER

Immediately before the entering into of the Sale and Purchase Agreement, (a) the First Vendor held 337,500,000 Shares, representing approximately 71.50% of all Shares in issue and approximately 72.31% of the issued Voting Shares; and (b) the Second Vendor held 26,316,000 Shares, representing approximately 5.58% of all Shares in issue and approximately 5.64% of the issued Voting Shares. Accordingly, the Vendors held an aggregate of 363,816,000 Shares, representing approximately 77.08% of all Shares in issue and approximately 77.94% of the issued Voting Shares.

Immediately before the entering into of the Sale and Purchase Agreement, none of the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them owned, controlled or had direction over any Shares or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company.

Under the Sale and Purchase Agreement, (a) the First Purchaser has conditionally agreed to acquire 266,054,340 Shares from the First Vendor, representing approximately 56.37% of all Shares in issue and 57% of the issued Voting Shares; and (b) the Offeror has conditionally agreed to acquire an aggregate of 97,761,660 Shares, comprising 71,445,660 Shares from the First Vendor and 26,316,000 Shares from the Second Vendor, representing approximately 20.71% of all Shares in issue and approximately 20.94% of the issued Voting Shares.

Immediately following Completion, the Offeror and parties acting in concert with it, including the First Purchaser, will hold an aggregate of 363,816,000 Shares, representing approximately 77.08% of all Shares in issue and approximately 77.94% of the issued Voting Shares. Accordingly, pursuant to Rule 26.1 of the Takeovers

Code, upon Completion the Purchasers or parties acting in concert with either of them will be required to make an unconditional mandatory cash offer to acquire all the Offer Shares.

As at the date of this joint announcement, the Company has 472,000,000 Shares in issue, of which 5,238,000 Shares are held by the Company as Treasury Shares. The Treasury Shares do not carry Voting rights and are disregarded for the purposes of the Takeovers Code. Accordingly, there are 466,762,000 issued Voting Shares.

As at the date of this joint announcement, the Company does not have any outstanding options, warrants, derivatives, convertible securities or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code), and has not entered into any agreement for the issue of any such securities.

Terms of the Possible Offer

Subject to and following Completion, Shanggu Securities, being the Financial Adviser, will, for and on behalf of the Offeror, make the Offer to acquire all the Offer Shares in compliance with the Takeovers Code and on the terms to be set out in the Composite Document on the following basis:

For each Offer Share . . . . HK$0.6170 in cash

The Offer Price of HK$0.6170 per Offer Share is equal to the cash consideration payable for each Sale Share payable by the Purchasers under the Sale and Purchase Agreement.

The Offer will be extended to all Shareholders other than the Offeror and parties acting in concert with it in accordance with the Takeovers Code.

The Offer Shares to be acquired under the Offer shall be fully paid and free from all Encumbrances and together with all rights attaching to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid by reference to a record date falling on or after the date on which the Offer is made, being the date of despatch of the Composite Document, but excluding the Special Dividend.

The Offer will be made on an ex-Special Dividend basis. The Board meeting to consider and, if thought fit, declare the Special Dividend is expected to be held on 7 October 2026. Subject to its declaration, the Record Date is expected to be 26 October 2026 and the Special Dividend is expected to be paid on 12 November 2026. The Record Date for the Special Dividend, if declared, is expected to fall before the date on which Completion is currently expected to occur, while the payment date is expected to fall after Completion. Neither the declaration nor payment of the Special Dividend will be conditional upon Completion. Accordingly, if Completion does not take place, no Offer will be made, but the Special Dividend, if declared, will nevertheless be paid on the aforesaid expected payment date. The above dates are indicative only and are subject to the Board's declaration of the Special Dividend. The Company will publish a further announcement following the Board meeting to confirm the Record Date, the payment date and the other relevant timetable arrangements. Entitlement to the Special Dividend will be determined by reference to the register of members of the Company on the Record Date. Payment of the Special Dividend is expected to be made after Completion. Accordingly, the Special Dividend will not form part of the rights attaching to the Offer Shares under the Offer, and the Offer Price will not be reduced as a result of its declaration or payment. Any Shareholder whose name appears on the register of members of the Company on the Record Date will remain entitled to receive the Special Dividend notwithstanding any subsequent transfer of the relevant Shares or acceptance of the Offer before payment of the Special Dividend.

The Offeror will not increase the Offer Price. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Offer Price and the Offeror does not reserve the right to increase the Offer Price. For the avoidance of doubt, subject to the Special Dividend being approved and declared by the Board and becoming payable in accordance with the arrangements set out in this joint announcement, Shareholders whose names appear on the register of members of the Company on the Record Date will be entitled to receive the full amount of the Special Dividend so declared in addition to the Offer Price, irrespective of whether they subsequently accept the Offer or not, and no reduction or adjustment will be made to the Offer Price in respect of the Special Dividend pursuant to Note 11 to Rule 23.1 of the Takeovers Code.

Save for the Special Dividend, as at the date of this joint announcement, the Company has not declared any dividend or other distribution which remains unpaid and does not intend to declare, make or pay any dividend or other distribution on or before the close of the Offer.

The Offer, if and when made, will be unconditional in all respects and will not be conditional upon acceptances being received in respect of a minimum number of Shares or upon any other condition.

Comparisons of value

The Offer Price of HK$0.6170 per Offer Share represents:

(a) a discount of approximately 29.08% to the closing price of HK$0.8700 per Share as quoted on the Stock Exchange on the Last Trading Day;

(b) a discount of approximately 29.08% to the average closing price of approximately HK$0.8700 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day;

(c) a discount of approximately 30.08% to the average closing price of approximately HK$0.8825 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day;

(d) a discount of approximately 28.49% to the average closing price of approximately HK$0.8628 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days up to and including the Last Trading Day;

(e) a premium of approximately 3.35% over the audited consolidated net asset value attributable to the Shareholders of approximately RM0.3067 (equivalent to approximately HK$0.5970) per Share as at 31 December 2025;

(f) a discount of approximately 1.64% to the unaudited consolidated net asset value attributable to the Shareholders of approximately RM0.3223 (equivalent to approximately HK$0.6273) per Share as at 30 June 2026;

(g) a premium of approximately 100.98% over the theoretical audited consolidated net asset value attributable to the Shareholders of approximately HK$0.3070 per Share after giving effect to the Special Dividend, calculated as the audited consolidated net asset value per Share as at 31 December 2025 of approximately HK$0.5970 less the Special Dividend of approximately HK$0.29 per Share and assuming all other things remain unchanged; and

(h) a premium of approximately 82.93% over the theoretical unaudited consolidated net asset value attributable to the Shareholders of approximately HK$0.3373 per Share after giving effect to the Special Dividend, calculated as the unaudited consolidated net asset value per Share as at 30 June 2026 of approximately HK$0.6273 less the Special Dividend of approximately HK$0.29 per Share and assuming all other things remain unchanged.

For reference, the aggregate of the Offer Price of HK$0.6170 per Offer Share and the Special Dividend of approximately HK$0.29 per Share is approximately HK$0.9070 per Share (i.e. the Aggregate Amount). The Aggregate Amount of HK$0.9070 per Share represents:

(a) a premium of approximately 4.25% over the closing price of HK$0.8700 per Share as quoted on the Stock Exchange on the Last Trading Day;

(b) a premium of approximately 4.25% over the average closing price of approximately HK$0.8700 per Share as quoted on the Stock Exchange for the last five consecutive trading days up to and including the Last Trading Day;

(c) a premium of approximately 2.78% over the average closing price of approximately HK$0.8825 per Share as quoted on the Stock Exchange for the last ten consecutive trading days up to and including the Last Trading Day;

(d) a premium of approximately 5.12% over the average closing price of approximately HK$0.8628 per Share as quoted on the Stock Exchange for the last 30 consecutive trading days up to and including the Last Trading Day;

(e) a premium of approximately 51.93% over the audited consolidated net asset value attributable to the Shareholders of approximately RM0.3067 (equivalent to approximately HK$0.5970) per Share as at 31 December 2025; and

(f) a premium of approximately 44.59% over the unaudited consolidated net asset value attributable to the Shareholders of approximately RM0.3223 (equivalent to approximately HK$0.6273) per Share as at 30 June 2026.

Entitlement to receive the Special Dividend

For the avoidance of doubt, subject to the Special Dividend being approved and declared by the Board and becoming payable in accordance with the arrangements set out in this joint announcement, Shareholders whose names appear on the register of members of the Company on the Record Date will be entitled to receive the full amount of the Special Dividend so declared in addition to the Offer Price, irrespective of whether they subsequently accept the Offer or not.

Highest and lowest Share prices

During the six-month period ended on and including the Last Trading Day, the highest closing price of the Shares as quoted on the Stock Exchange was HK$0.93 per Share on 1 September 2026, and the lowest closing price of the Shares as quoted on the Stock Exchange was HK$0.76 per Share on 16 and 17 March 2026.

Value of the Offer

As at the date of this joint announcement, and assuming that no Shares other than the Sale Shares are owned or agreed to be acquired by the Offeror or parties acting in concert with it, 102,946,000 Offer Shares will be subject to the Offer, representing approximately 21.81% of all Shares in issue and approximately 22.06% of the issued Voting Shares.

Based on the Offer Price of HK$0.6170 per Offer Share, the Offer is valued at HK$63,517,682, assuming that there is no change in the issued share capital of the Company and that no Treasury Shares are sold, transferred or otherwise transferred out of treasury before the close of the Offer.

Confirmation of financial resources

The Purchasers intend to finance the respective consideration payable by them under the Sale and Purchase Agreement with internal financial resources.

The maximum aggregate amount payable by the Offeror upon full acceptance of the Offer is HK$63,517,682. The Offeror intends to finance the consideration payable under the Offer by its internal resources.

Shanggu Securities, being the Financial Adviser to the Offeror in respect of the Offer, is satisfied that sufficient financial resources are available to the Purchasers to satisfy the respective consideration payable by them under the Sale and Purchase Agreement and to the Offeror to satisfy the consideration payable upon full acceptance of the Offer.

Dealing in the Company's securities

Save for the entering into of the Sale and Purchase Agreement for the acquisition of the Sale Shares, none of the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them has dealt for value in any Shares, convertible securities, warrants, options or derivatives in respect of the securities of the Company during the period commencing six months before the commencement of the Offer Period and ending on and including the date of this joint announcement.

Other arrangements

The Offeror and the First Purchaser confirm that, as at the date of this joint announcement:

(a) save for their respective rights under the Sale and Purchase Agreement to acquire the First Sale Shares and the Second Sale Shares, none of the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them owns, controls or has direction over any voting rights or rights over the Shares or holds any convertible securities, warrants, options or derivatives in respect of the securities of the Company;

(b) there is no outstanding derivative in respect of the securities of the Company which has been entered into by the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them;

(c) none of the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them has borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;

(d) none of the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them has received any irrevocable commitment to accept or reject the Offer;

(e) save for the Sale and Purchase Agreement, there is no arrangement of the kind referred to in Note 8 to Rule 22 of the Takeovers Code, whether by way of option, indemnity or otherwise, in relation to the shares of the Offeror or the Shares which might be material to the Offer;

(f) save for the Sale and Purchase Agreement, there is no agreement or arrangement to which the Offeror, the First Purchaser or any party acting in concert with either of them is a party which relates to circumstances in which the Offeror may or may not invoke or seek to invoke a pre-condition or condition to the Offer;

(g) apart from the Aggregate Consideration for the Sale Shares under the Sale and Purchase Agreement, no other consideration, compensation or benefit in whatever form has been or will be paid or provided by the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them to any Vendor, any Vendor Guarantor, their respective ultimate beneficial owners or parties acting in concert with any of them in connection with the sale and purchase of the Sale Shares;

(h) save for the Sale and Purchase Agreement, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them on the one hand, and any Vendor, any Vendor Guarantor, their respective ultimate beneficial owners or parties acting in concert with any of them on the other hand; and

(i) save for the Sale and Purchase Agreement, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between any Shareholder on the one hand, and the Offeror, the First Purchaser, their respective ultimate beneficial owners or parties acting in concert with any of them on the other hand.

The Company confirms that, as at the date of this joint announcement, save for the Special Dividend and the arrangements expressly disclosed in this joint announcement, there is no understanding, arrangement, agreement or special deal (as defined under Rule 25 of the Takeovers Code) between any Shareholder on the one hand, and the Company, its Subsidiaries or associated companies on the other hand.

Effect of accepting the Offer

Valid acceptance of the Offer by an Independent Shareholder will be deemed to constitute a representation and warranty by such person that the Offer Shares sold by such person under the Offer are fully paid and free from all Encumbrances and together with all rights attaching to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid by reference to a record date falling on or after the date on which the Offer is made, being the date of despatch of the Composite Document, but excluding the Special Dividend.

Acceptances of the Offer shall be irrevocable and not capable of being withdrawn, except as otherwise permitted under the Takeovers Code.

Payment

Payment in cash in respect of acceptances of the Offer, net of the seller's Hong Kong ad valorem stamp duty, will be made as soon as possible but in any event no later than seven business days (as defined under the Takeovers Code) after the date on which the duly completed acceptance of the Offer and the relevant documents of title in respect of such acceptance are received by the Offeror or its receiving agent to render such acceptance complete and valid in accordance with the Takeovers Code.

No fraction of a cent will be payable, and the amount of cash consideration payable to an Independent Shareholder who accepts the Offer will be rounded up to the nearest cent.

Hong Kong stamp duty

Seller's Hong Kong ad valorem stamp duty arising in connection with an acceptance of the Offer will be payable by the relevant Independent Shareholder at the rate of 0.1% of the higher of: (i) the market value of the Offer Shares in respect of which the Offer is accepted; and (ii) the consideration payable by the Offeror in respect of the relevant acceptance.

The amount of such duty will be deducted from the cash amount payable by the Offeror to the relevant Independent Shareholder accepting the Offer. Where the stamp duty calculated includes a fraction of HK$1, it will be rounded up to the nearest HK$1.

The Offeror will arrange for payment of the seller's Hong Kong ad valorem stamp duty on behalf of the relevant Independent Shareholders accepting the Offer and will pay the buyer's Hong Kong ad valorem stamp duty in connection with the acceptances of the Offer and the transfers of the Offer Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

Taxation advice

Independent Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer.

None of the Offeror, the First Purchaser, parties acting in concert with either of them, the Company, the Vendors, the Vendor Guarantors, the Financial Adviser, the Independent Financial Adviser or their respective ultimate beneficial owners, directors, officers, advisers, agents or associates, or any other person involved in the Offer, accepts responsibility for any taxation effects on, or liabilities of, any person as a result of that person's acceptance or rejection of the Offer.

Overseas Shareholders

The Offeror intends to make the Offer available to all Independent Shareholders, including the Overseas Shareholders. The availability of the Offer to any Overseas Shareholder may, however, be affected by the laws and regulations of the jurisdiction in which such Overseas Shareholder is resident.

Overseas Shareholders should observe all applicable legal and regulatory requirements and, where necessary, consult their own professional advisers. It is the responsibility of each Overseas Shareholder who wishes to accept the Offer to satisfy himself, herself or itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection with the acceptance of the Offer, including the obtaining of any governmental, exchange-control or other consent which may be required, compliance with any other necessary formality and payment of any transfer or other taxes due by such Overseas Shareholder.

Acceptance of the Offer by an Overseas Shareholder will be deemed to constitute a representation and warranty by such person to the Offeror that the applicable local laws and requirements have been complied with and that the Offer may lawfully be accepted by such person under the laws of the relevant jurisdiction.

If the despatch of the Composite Document to an Overseas Shareholder is prohibited by any applicable laws or regulations or may only be effected upon compliance with conditions or requirements that would be unduly burdensome, the Composite Document may, subject to the Executive's consent, not be despatched to such Overseas Shareholder. In those circumstances, the Offeror will apply for such waiver as may be required pursuant to Note 3 to Rule 8 of the Takeovers Code at the relevant time. All material information contained in the Composite Document will nevertheless be made available to such Overseas Shareholder.

INFORMATION ON THE PURCHASERS

The First Purchaser

The First Purchaser is a company incorporated in the British Virgin Islands with limited liability on 22 July 2026 and is an investment holding company established for the purpose of acquiring and holding the First Sale Shares pursuant to the Sale and Purchase Agreement. Save for entering into the Sale and Purchase Agreement, the First Purchaser has not carried on any business since its incorporation.

As at the date of this joint announcement, the entire issued share capital of the First Purchaser is legally and beneficially owned by Mr. Wu, who is also its sole director.

The Offeror (being the Second Purchaser)

The Second Purchaser, which is also the Offeror, is a company incorporated in the British Virgin Islands with limited liability on 21 August 2026 and is an investment holding company established for the purposes of acquiring and holding the Second Sale Shares pursuant to the Sale and Purchase Agreement and making the Offer. Save for entering into the Sale and Purchase Agreement and the Offer, the Second Purchaser has not carried on any business since its incorporation.

As at the date of this joint announcement, the entire issued share capital of the Second Purchaser is legally and beneficially owned by Ms. Zeng, who is also its sole director.

Relationship between the Purchasers

Mr. Wu and Ms. Zeng are spouses. Accordingly, the First Purchaser and the Second Purchaser are parties acting in concert with each other by virtue of the Takeovers Code. It is intended that the Second Purchaser will be the Offeror. Notwithstanding this, the First Purchaser and all parties acting or presumed to be acting in concert with the First Purchaser, including the Second Purchaser, Mr. Wu and Ms. Zeng, will form part of the concert group of the Offeror. The Offer will be made by Shanggu Securities for and on behalf of the Offeror.

Save for (i) the marital relationship between Mr. Wu and Ms. Zeng; (ii) the acting-in-concert relationship described above; and (iii) their respective rights and obligations under the Sale and Purchase Agreement, there is no other agreement, arrangement or understanding between the Purchasers or their respective ultimate beneficial owners in relation to the Transaction.

Biographical information of Mr. Wu and Ms. Zeng

Mr. Wu has over 30 years of experience in the semiconductor sector in both Silicon Valley and the PRC, bringing over extensive core technology industry knowledge and resources. He currently leads an investment business focused on artificial intelligence (AI) infrastructure, robotics and other advanced technologies. Mr. Wu holds Bachelor's and Master's degrees in Electrical Engineering from the University of Michigan and Master of Business Administration degree from the University of California, Berkeley.

Ms. Zeng has over 20 years of experience in the investment banking and asset management industry in Hong Kong and Singapore. She currently manages the operations and investor relations of an investment fund business focused on advanced technologies. Ms. Zeng holds a master's degree in Financial Engineering from Nanyang Technological University, Singapore.

INFORMATION ON THE GROUP

The Company was incorporated in the Cayman Islands as an exempted company with limited liability, and the Shares have been listed on the Main Board of the Stock Exchange since 13 May 2020. The Company is an investment holding company. The Group is a Malaysia-based group principally engaged in (i) the distribution of animal feed additives and, to a lesser extent, human food ingredient products; and (ii) the manufacturing of animal feed additive premixes, with an operating history dating back to 1982.

The Group's principal operating subsidiaries are principally engaged in the distribution of animal feed additive products, the distribution of human food ingredient products and the manufacturing of animal feed additive premixes in Malaysia.

Financial information of the Group

The table below summarises the audited financial information of the Group for FY2024 and FY2025 as extracted from the annual report of the Company for FY2025, the unaudited financial information for the six months ended 30 June 2025 as extracted from the relevant interim report and the unaudited financial information for the six months ended 30 June 2026 as extracted from the relevant interim report of the Company:

	FY2024 *RM'000* *(audited)*	**FY2025** *RM'000* *(audited)*	**6M2025** *RM'000* *(unaudited)*	**6M2026** *RM'000* *(unaudited)*
Revenue	122,534	128,291	64,347	67,707
Profit before taxation	11,461	12,983	7,259	10,274
Profit for the year/ period	7,680	9,056	5,070	7,752

	As at 31 December 2024 *(audited)*	**As at 31 December 2025** *(audited)*	**As at 30 June 2025** *(unaudited)*	**As at 30 June 2026** *(unaudited)*
Total assets	174,886	154,001	152,866	166,449
Total liabilities	41,182	11,998	14,133	17,301
Net assets/total equity	133,704	142,003	138,733	149,148

Further financial information of the Group will be set out in the Composite Document to be despatched to the Shareholders.

SHAREHOLDING STRUCTURE OF THE COMPANY

The following table sets out the shareholding structure of the Company (i) as at the date of this joint announcement; and (ii) immediately following Completion and before the Offer:

Shareholders	**As at the date of this joint announcement**			**Immediately following Completion and before the Offer**		
	Number of Shares	*% of total issued Shares*	*% of total voting right*	*Number of Shares*	*% of total issued Shares*	*% of total voting right*
The Offeror and parties acting in concert with it	**—**	**—**	**—**	**363,816,000**	**77.08**	**77.94**
— the First Purchaser	—	—	—	266,054,340	56.37	57.00
— the Offeror	—	—	—	97,761,660	20.71	20.94
The Vendors	**363,816,000**	**77.08**	**77.94**	**—**	**—**	**—**
— the First Vendor	337,500,000	71.50	72.31	—	—	—
— the Second Vendor	26,316,000	5.58	5.64	—	—	—
Treasury Shares	**5,238,000**	**1.11**	**—**	**5,238,000**	**1.11**	—
Other Shareholders (excluding Treasury Shares)	**102,946,000**	**21.81**	**22.06**	**102,946,000**	**21.81**	**22.06**
Total	**472,000,000**	**100.00**	**100.00**	**472,000,000**	**100.00**	**100.00**

Notes:

1. The Company has 472,000,000 Shares in issue, of which 5,238,000 Shares are held as Treasury Shares. Treasury Shares do not carry voting rights and are excluded from the calculation of the percentage of issued Voting Shares. Unless otherwise stated, the percentage figures in the above table are calculated by reference to all 472,000,000 Shares in issue, including the Treasury Shares.

2. As at the date of this joint announcement, the First Vendor holds 337,500,000 Shares, representing approximately 71.50% of all Shares in issue and approximately 72.31% of the issued Voting Shares, while the Second Vendor holds 26,316,000 Shares, representing approximately 5.58% of all Shares in issue and approximately 5.64% of the issued Voting Shares.

3. Under the Sale and Purchase Agreement, (i) the First Vendor will transfer 266,054,340 Shares to the First Purchaser and 71,445,660 Shares to the Offeror; and (ii) the Second Vendor will transfer 26,316,000 Shares to the Offeror.

4. Immediately following Completion, the First Purchaser will hold 266,054,340 Shares, representing approximately 56.37% of all Shares in issue and 57% of the issued Voting Shares, while the Offeror will hold 97,761,660 Shares, representing approximately 20.71% of all Shares in issue and approximately 20.94% of the issued Voting Shares.

5. The Sale Shares comprise an aggregate of 363,816,000 Shares, representing approximately 77.08% of all Shares in issue and approximately 77.94% of the issued Voting Shares.

6. The above table assumes that there is no change in the issued share capital of the Company, no Treasury Shares are sold or transferred out of treasury and neither Purchaser nor any other party acting in concert with either of them acquires any additional Shares before Completion.

7. Certain percentage figures may be subject to rounding adjustments. Figures shown as totals may not be an arithmetic aggregation of the figures preceding them.

FUTURE INTENTIONS OF THE OFFEROR REGARDING THE GROUP

Following the close of the Offer, it is the intention of the Offeror that the Group will continue to carry on its existing principal business on a long-term basis. The Offeror does not intend to introduce any major changes to the existing operations and business of the Group immediately after the close of the Offer, and will neither redeploy nor dispose of any of the Group's assets (including fixed assets) other than in the ordinary course of business.

As at the date of this joint announcement, neither Purchaser has entered into any agreement, arrangement or understanding, or commenced any negotiation, to downsize, cease or dispose of any of the existing businesses of the Group. Nevertheless, following the close of the Offer, the Offeror will conduct a detailed review of the Group's existing principal operations and business and its financial position for the purpose of formulating business plans and strategies for the Group's long-term business development, and will explore other business opportunities for the Group. Subject to the results of such review, and should suitable investment or business opportunities arise, the Offeror may consider whether any acquisitions or disposals of assets and/or businesses by the Group would be appropriate in order to enhance its growth. Any such acquisition or disposal will be conducted in compliance with the Listing Rules.

Mr. Wu and Ms. Zeng, being the respective ultimate beneficial owners of the First Purchaser and the Offeror, have extensive experience in business operations and management. They are committed to the stable and long-term development of the Group and, following Completion, intend to work with the existing management team to maintain and strengthen the Group's existing business. The Offeror believes that their experience may contribute to the Group's strategic planning, corporate governance, operational management and long-term business development. Furthermore, having regard in particular to Mr. Wu's background in the field of AI hardware and software, as well as his operating and investment experience, the Offeror also intends, as part of the review referred to above, to explore whether appropriate technologies, including artificial intelligence, may be applied to optimise the Group's existing business operations and improve its operational efficiency, and whether suitable opportunities may arise for the Group to develop in technology-related sectors in which he has relevant experience. Any such initiative, if pursued, will be subject to further review and undertaken in compliance with the Listing Rules and other applicable laws and regulations.

As at the date of this joint announcement, the Board comprises two executive Directors, one non-executive Director and three independent non-executive Directors. As described in the section headed "Proposed Change of Board Composition" below, the Purchasers intend to nominate new Directors to the Board with effect from a date which is no earlier than such date as may be permitted under the Listing Rules and the Takeovers Code, or such later date as the Purchasers consider appropriate. As at the date of this joint announcement, the Purchasers have not identified any potential candidate for appointment as a new Director. Any change to the composition of the Board will be made in compliance with the Takeovers Code and the Listing Rules, and further announcement(s) will be made as and when appropriate.

Save for the Offeror's intentions regarding the Group as set out above, the Offeror has no intention to (i) make material changes to the employment of the management and employees of the Group; and (ii) dispose of or redeploy the assets of the Group other than in its ordinary and usual course of business. As at the date of this joint announcement, no investment or business opportunity has been identified, nor has either Purchaser entered into any agreement, arrangement, understanding or negotiation in relation to the injection of any assets or business into the Group.

PROPOSED CHANGE OF BOARD COMPOSITION

As at the date of this joint announcement, the Board comprises Dato' Sri Lee Haw Yih and Datin Sri Yaw Sook Kean as executive Directors, Mr. Lee Haw Shyang as a non-executive Director, and Ms. Ng Siok Hui, Mr. Lim Chee Hoong and Ms. Tee Pao Hwei as independent non-executive Directors.

It is intended that all Directors (other than Dato' Sri Lee Haw Yih, who will remain on the Board after Completion) will resign from a date which is no earlier than such date as permitted under Rule 7 of the Takeovers Code (i.e. the first closing date of the Offer).

The Purchasers intend to nominate new Directors to the Board no earlier than the date of posting of the Composite Document. As at the date of this joint announcement, the Purchasers have not reached any final decision as to who will be nominated as new Directors and the timing for the nomination to take effect. Any changes to the members of the Board will be made in compliance with the Takeovers Code and the Listing Rules and further announcement(s) will be made as and when appropriate.

PUBLIC FLOAT AND MAINTAINING THE LISTING STATUS OF THE COMPANY

Immediately following Completion and before the Offer, the Other Shareholders will hold 102,946,000 Shares, representing approximately 22.06% of the issued Shares excluding the Treasury Shares. Assuming that all such Other Shareholders qualify as members of the public under the Listing Rules, the public float of the Company will therefore fall below the minimum prescribed percentage of 25% under Rule 13.32B of the Listing Rules immediately upon Completion. The public float may be reduced further as a result of acceptances of the Offer.

The Stock Exchange has stated that:

(a) if, at the close of the Offer, the Stock Exchange believes that:

    (i) a false market exists or may exist in the trading of the Shares; or

    (ii) an orderly market does not exist or may not exist,

    it will consider exercising its discretion to suspend dealings in the Shares; and

(b) if, at the close of the Offer, the Company has a Significant Public Float Shortfall (as defined in Rule 13.32F of the Listing Rules), then:

    (i) the Stock Exchange will add a designated marker to the stock name of the Shares; and

    (ii) the Stock Exchange will cancel the listing of the Shares if the Company fails to re-comply with Rule 13.32B of the Listing Rules for a continuous period of 18 months from the commencement of the Significant Public Float Shortfall.

The Purchasers intend to maintain the listing of the Shares on the Stock Exchange after the close of the Offer. The Purchasers will take appropriate steps, which may include a placement or sale of sufficient Shares to independent third parties, as soon as possible following the close of the Offer to procure that the Company re-complies with Rule 13.32B of the Listing Rules at the earliest possible time.

The Purchasers, each new Director(s) to be nominated by either Purchaser (if any) and the Company will jointly and severally undertake to the Stock Exchange to take appropriate steps to ensure that sufficient public float exists in the Shares.

In this regard, the Company has applied to the Stock Exchange for a temporary waiver from strict compliance with Rules 8.08(1)(a) and 13.32(1) of the Listing Rules. Further announcement(s) regarding the restoration of the public float will be made as and when appropriate.

ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE AND THE APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

Pursuant to Rules 2.1 and 2.8 of the Takeovers Code, the Independent Board Committee, comprising Ms. Ng Siok Hui, Mr. Lim Chee Hoong and Ms. Tee Pao Hwei, being all the independent non-executive Directors who have no direct or indirect interest in the Sale and Purchase Agreement or the Offer, has been established by the Company to advise the Independent Shareholders in relation to the Offer and, in particular, as to whether the Offer is fair and reasonable and as to acceptance of the Offer. Mr. Lee Haw Shyang, being a non-executive Director and one of the Vendor Guarantors, has a material interest in the Sale and Purchase Agreement and the Offer and has therefore been excluded from the Independent Board Committee.

Rainbow Capital has been appointed with the approval of the Independent Board Committee to act as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the Offer and, in particular, as to whether the Offer is fair and reasonable and as to acceptance of the Offer.

COMPOSITE DOCUMENT

It is the intention of the Offeror and the Board that the offer document from the Offeror and the offeree board circular from the Company be combined in a composite offer and response document. Pursuant to Rule 8.2 of the Takeovers Code, the Composite Document setting out, among other things, (i) details of the Offer (including the expected timetable and terms of the Offer); (ii) a letter of recommendation from the Independent Board Committee to the Independent Shareholders in relation to the Offer; and (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in relation to the Offer, together with the Form of Acceptance, is required to be despatched to the Shareholders within 21 days of the date of this joint announcement or such later date as may be permitted by the Takeovers Code and agreed by the Executive, and in compliance with the requirements of the Takeovers Code.

As the making of the Offer is subject to Completion, which is in turn subject to the fulfilment or waiver (where applicable) of the Conditions, an application will be made to the Executive for consent under Note 2 to Rule 8.2 of the Takeovers Code to extend the latest date for despatch of the Composite Document to a date falling no later than seven days after Completion, or 11 November 2026, whichever is earlier. Further announcement(s) will be made when Completion takes place and when the Composite Document is despatched.

Independent Shareholders are encouraged to read the Composite Document carefully, including the advice of the Independent Financial Adviser to the Independent Board Committee and the recommendation from the Independent Board Committee to the Independent Shareholders in respect of the Offer, before deciding whether or not to accept the Offer.

DISCLOSURE OF DEALINGS

For the purposes of the Takeovers Code, the Offer Period has commenced on the date of this joint announcement.

In accordance with Rule 3.8 of the Takeovers Code, "**associates**" (as defined under the Takeovers Code, including but not limited to a person who owns or controls 5% or more of any class of relevant securities (as defined in paragraphs (a) to (d) in Note 4 to Rule 22 of the Takeovers Code) of the Company) of the Company and the Offeror are hereby reminded to disclose their dealings in any securities of the Company pursuant to the requirements of the Takeovers Code. The full text of Note 11 to Rule 22 of the Takeovers Code is reproduced below pursuant to Rule 3.8 of the Takeovers Code:

"Responsibilities of stockbrokers, banks and other intermediaries

Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and commission) in any relevant security undertaken for a client during any seven-day period is less than HK$1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation."

RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted with effect from 9:00 a.m. on 10 September 2026 pending the publication of this joint announcement. Application has been made by the Company for resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 28 September 2026.

WARNING

The Directors make no recommendation as to the fairness or reasonableness of the Offer or as to acceptance of the Offer in this joint announcement, and strongly recommend the Independent Shareholders not to form a view on the Offer unless and until they have received and read the Composite Document, including the recommendation of the Independent Board Committee to the Independent Shareholders and the letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Offer.

Completion of the sale and purchase of all the Sale Shares is subject to the fulfilment or waiver (where applicable) of the Conditions and may or may not take place. The Offer will only be made if Completion takes place. Shareholders and potential investors of the Company are therefore advised to exercise caution when dealing in the securities of the Company, and if they are in any doubt about their position, they should consult their professional advisers.

DEFINITIONS

Unless the context otherwise requires, capitalised terms used in this joint announcement shall have the meanings ascribed to them below:

"2H2026"	the second half of 2026
"6M2025"	the six months ended 30 June 2025
"6M2026"	the six months ended 30 June 2026
"Aggregate Amount"	the aggregate of the Offer Price of HK$0.6170 per Offer Share and the Special Dividend of approximately HK$0.29 per Share, amounting to approximately HK$0.9070 per Share
"acting in concert"	has the meaning ascribed to it under the Takeovers Code

"Aggregate Consideration" or "Consideration"	HK$224,474,472, being the aggregate consideration payable by the Purchasers for the Sale Shares at HK$0.6170 per Sale Share
"Aggregate Loss Compensation"	the compensation payable by the Performance Guarantors, being an amount equal to the amount by which the aggregate Net Loss of the Guaranteed Business for the Guaranteed Years, after offsetting all Net Profits against all Net Losses, exceeds the Aggregate Loss Target (i.e. HK$50,000,000), as described in the section headed "POST-COMPLETION ARRANGEMENTS — Performance Guarantee"
"Aggregate Loss Target"	the performance target that the aggregate Net Loss of the Guaranteed Business for the Guaranteed Years, after offsetting all Net Profits against all Net Losses, will not exceed HK$50,000,000
"Agreed Exchange Rate"	the Bloomberg BFIX USD/HKD rate at 11:00 a.m. (Hong Kong time) two (2) Business Days before the Completion Date, or such other rate as the Vendors and the Purchasers may agree in writing
"Applicable Law"	any law, ordinance, statute, regulation, rule, code, guideline, judgment, order, directive, requirement or request of any governmental, judicial, regulatory or stock exchange authority having jurisdiction over a party to the Sale and Purchase Agreement, the Company, any Group Company or the Transaction, including the Listing Rules and the Takeovers Code
"Articles"	the memorandum and articles of association of the Company, as amended from time to time
"Audit Certificate"	an audit certificate to be issued by the Auditor in respect of the relevant Performance Targets and compensation amounts
"Auditor"	Forvis Mazars PLT, Chartered Accountants, Malaysia, or such other firm as may be appointed as the independent auditors of the Company from time to time

"Board"	the board of Directors
"Business Day"	a day, other than a Saturday, Sunday or public holiday in Hong Kong, on which licensed banks are generally open for normal business in Hong Kong
"Company"	Ritamix Global Limited (利特米有限公司), a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 1936)
"Completion"	completion of the sale and purchase of the Sale Shares pursuant to the Sale and Purchase Agreement
"Completion Date"	the third Business Day after the date on which the last of the Conditions (other than any Condition expressed to be satisfied at Completion) has been fulfilled or waived in accordance with the Sale and Purchase Agreement, or such other date as the First Vendor, the Second Vendor, the First Purchaser and the Second Purchaser may agree in writing
"Composite Document"	the composite offer and response document regarding the Offer to be jointly despatched by the Offeror and the Company to the Shareholders in accordance with the Takeovers Code
"Conditions"	the conditions precedent to Completion under the Sale and Purchase Agreement
"Director(s)"	director(s) of the Company
"Encumbrance(s)"	any mortgage, charge, pledge, lien, option, right of first refusal, right of pre-emption, security interest, title retention, assignment by way of security, trust arrangement, equity, restriction, third-party right or interest or other encumbrance of any nature, and any agreement or commitment to create any of the foregoing

"Escrow Sum"	an aggregate amount of HK$44,894,894.40, representing 20% of the Aggregate Consideration, which is separately identified and irrevocably earmarked out of the funds held by the escrow agent, as described in the section headed "THE SALE AND PURCHASE AGREEMENT — Consideration for the Sale Shares"
"Executive"	the Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director
"Financial Adviser" or "Shanggu Securities"	Shanggu Securities Limited, a corporation licensed by the SFC to conduct Type 1 (dealing in securities), Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, being the financial adviser to the Offeror in respect of the Offer and the agent making the Offer on behalf of the Offeror
"First Purchaser"	Stellar Gate Investments Limited, a company incorporated in the British Virgin Islands with limited liability. Mr. Wu is the ultimate beneficial owner of the First Purchaser
"First Sale Shares"	266,054,340 Shares to be acquired by the First Purchaser from the First Vendor, representing approximately 56.37% of all Shares in issue and exactly 57% of the issued Voting Shares as at the date of this joint announcement
"First Vendor"	Garry-Worth Investment Limited, a company incorporated in the British Virgin Islands with limited liability. The First Vendor is owned as to approximately 53.37% by Dato' Sri Lee Haw Yih, 20.17% by Mr. Lee Haw Hann, 20.17% by Mr. Lee Haw Shyang and 6.29% by Datin Sri Yaw Sook Kean. The Vendor Guarantors are parties acting in concert pursuant to the confirmation and undertaking dated 26 January 2019 and together control the First Vendor Shares through the First Vendor

"First Vendor Shares"	337,500,000 Shares legally and beneficially owned and to be sold by the First Vendor, comprising the 266,054,340 First Sale Shares to be acquired by the First Purchaser and 71,445,660 Shares to be acquired by the Second Purchaser
"Forecast Financial Information"	the Guaranteed Revenue of HK$100,000,000 for each of the three financial years ending 31 December 2027, 2028 and 2029 and the Aggregate Loss Target of HK$50,000,000 for those three financial years, after offsetting the Net Profit of any Guaranteed Year against the Net Loss of any other Guaranteed Year, as described in the section headed "PROFIT FORECAST UNDER RULE 10 OF THE TAKEOVERS CODE"
"Forecast Period"	the forecast period for the six months ending 31 December 2026 and each of FY2027, FY2028 and FY2029
"Form of Acceptance"	the form of acceptance and transfer in respect of the Offer accompanying the Composite Document
"FY2024"	the financial year ended 31 December 2024
"FY2025"	the financial year ended 31 December 2025
"FY2027"	the financial year ending 31 December 2027
"FY2028"	the financial year ending 31 December 2028
"FY2029"	the financial year ending 31 December 2029
"Group"	the Company and its Subsidiaries from time to time, and "Group Company" shall be construed accordingly
"Guaranteed Business"	all businesses carried on by the Group as at Completion, including the businesses of the Malaysian Operating Subsidiaries and the Subsidiaries established in Hainan Province, the PRC, but excludes any business acquired or commenced by the Group after Completion
"Guaranteed Revenue"	HK$100,000,000 for each of FY2027, FY2028 and FY2029

"Guaranteed Years"	each of FY2027, FY2028 and FY2029, and "Guaranteed Year" means any one of them
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Board Committee"	the independent board committee of the Company established to advise the Independent Shareholders in relation to the Offer
"Independent Financial Adviser" or "Rainbow Capital"	Rainbow Capital (HK) Limited, a corporation licensed by the SFC to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the SFO, being the independent financial adviser appointed to advise the Independent Board Committee and the Independent Shareholders in relation to the Offer
"Independent Shareholders"	the Shareholders other than the Purchasers and parties acting in concert with either of them
"IPO proceeds"	the net proceeds received by the Company from its initial public offering and listing on the Main Board of the Stock Exchange
"Irrevocable Instructions"	the irrevocable instructions jointly given by the Second Purchaser and the Financial Adviser to, and acknowledged and accepted by, the escrow agent, as described in the section headed "THE SALE AND PURCHASE AGREEMENT — Consideration for the Sale Shares"
"Last Trading Day"	9 September 2026, being the last trading day of the Shares on the Stock Exchange before the publication of this joint announcement
"Listing"	the Company's listing on the Main Board of the Stock Exchange on 13 May 2020
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange

"Long Stop Date"	31 October 2026, or such later date as the First Vendor, the Second Vendor, the First Purchaser and the Second Purchaser may agree in writing
"Malaysian Operating Subsidiaries"	Gladron Chemicals Sdn. Bhd., Kevon Sdn. Bhd. and Ritamix Sdn. Bhd., being the principal operating Subsidiaries of the Company in Malaysia as at the date of the Sale and Purchase Agreement
"Material Adverse Effect"	any event, matter, circumstance, change or effect which, individually or together with any other event, matter, circumstance, change or effect, has or could reasonably be expected to have a material adverse effect on (a) the business, assets, liabilities, financial position, prospects or operations of the Group taken as a whole; (b) the ability of any material member of the Group to carry on the business of the Group in the ordinary and usual course; (c) the validity or continued availability of any material licence, permit or approval; (d) the listing status of the Shares or the Group's compliance with Rule 13.24 of the Listing Rules; or (e) the ability of the First Vendor or any Vendor Guarantor to perform its obligations under the Sale and Purchase Agreement
"Mr. Wu"	Mr. Allen Xionang Wu, the sole director and the ultimate beneficial owner of the First Purchaser and the spouse of Ms. Zeng
"Ms. Zeng"	Ms. Jupeng Zeng, the sole director and the ultimate beneficial owner of the Offeror (being the Second Purchaser) and the spouse of Mr. Wu
"Net Loss"	in relation to a Guaranteed Year, the audited consolidated net loss after taxation of the Guaranteed Business for that Guaranteed Year, determined in accordance with the Sale and Purchase Agreement
"Net Proceeds"	the net proceeds received by the Company from its initial public offering and the Listing, amounting to approximately HK$72.4 million after deducting the underwriting fees, commissions and other listing expenses

"Net Profit"	in relation to a Guaranteed Year, the audited consolidated net profit after taxation of the Guaranteed Business for that Guaranteed Year, determined in accordance with the Sale and Purchase Agreement
"Offer"	the possible unconditional mandatory general cash offer to be made by the Financial Adviser for and on behalf of the Offeror to acquire all the Offer Shares
"Offer Price"	HK$0.6170 per Offer Share
"Offer Share(s)"	all issued Voting Shares other than the Sale Shares and any other Shares already owned or agreed to be acquired by either Purchaser or any party acting in concert with either of them, excluding the Treasury Shares
"Offeror"	Innovation Forge Holdings Limited, being the Second Purchaser, a company incorporated in the British Virgin Islands with limited liability. Ms. Zeng is the ultimate beneficial owner of the Offeror
"Overseas Shareholder(s)"	Shareholder(s) whose address(es), as shown on the register of members of the Company, is/are outside Hong Kong
"Performance Guarantee"	the Guaranteed Revenue, the Aggregate Loss Target and the related compensation obligations described in the section headed "POST-COMPLETION ARRANGEMENTS — Performance Guarantee"
"Performance Guarantors"	the First Vendor and the Vendor Guarantors
"Performance Targets"	the Guaranteed Revenue and the Aggregate Loss Target
"PRC"	the People's Republic of China, excluding, for the purpose of this joint announcement, Hong Kong, the Macao Special Administrative Region of the PRC, and Taiwan

"Proposed Change"	the proposed reallocation of all HK$56.5 million of the Unutilised Net Proceeds for payment of part of the Special Dividend, as described in the section headed "PROPOSED CHANGE IN USE OF THE UNUTILISED NET PROCEEDS"
"Prospectus"	the prospectus of the Company dated 24 April 2020
"Purchasers"	the First Purchaser and the Second Purchaser, and "Purchaser" means either of them
"Record Date"	the record date for determining entitlement to the Special Dividend, which will fall before Completion
"Revenue Shortfall Compensation"	the compensation payable by the Performance Guarantors if the Revenue for a Guaranteed Year is less than the Guaranteed Revenue, being an amount equal to 20% of the shortfall between the Guaranteed Revenue and the Revenue for that Guaranteed Year, as described in the section headed "POST-COMPLETION ARRANGEMENTS — Performance Guarantee"
"RM"	Malaysian Ringgit, the lawful currency of Malaysia
"Sale and Purchase Agreement"	the sale and purchase agreement dated 25 September 2026 entered into among the First Vendor, the Second Vendor, the First Purchaser, the Second Purchaser and the Vendor Guarantors in relation to the sale and purchase of the Sale Shares
"Sale Shares"	363,816,000 Shares, comprising the First Sale Shares and the Second Sale Shares and representing approximately 77.08% of all Shares in issue and approximately 77.94% of the issued Voting Shares as at the date of this joint announcement
"Second Purchaser"	Innovation Forge Holdings Limited, being the Offeror, a company incorporated in the British Virgin Islands with limited liability. Ms. Zeng is the ultimate beneficial owner of the Second Purchaser

"Second Sale Shares"	97,761,660 Shares to be acquired by the Second Purchaser, comprising 71,445,660 First Vendor Shares and all 26,316,000 Second Vendor Shares, and representing approximately 20.71% of all Shares in issue and approximately 20.94% of the issued Voting Shares as at the date of this joint announcement
"Second Vendor"	Warrants Capital Ltd, a company incorporated in the British Virgin Islands with limited liability. Mr. Voon Sze Lin is the ultimate beneficial owner of the Second Vendor
"Second Vendor Shares"	26,316,000 Shares beneficially owned and to be sold by the Second Vendor to the Second Purchaser, representing approximately 5.58% of all Shares in issue and approximately 5.64% of the issued Voting Shares as at the date of this joint announcement
"SFC"	the Securities and Futures Commission of Hong Kong
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share(s)"	ordinary share(s) with a par value of HK$0.01 each in the issued share capital of the Company (including both Treasury Shares and Voting Shares)
"Shareholder(s)"	holder(s) of the Share(s)
"Special Dividend"	the possible special cash dividend of HK$0.29 per Share, or such lower amount per Share as may be accepted by the First Vendor, contemplated to be declared by the Company with entitlement determined by reference to the Record Date falling before Completion
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"Takeovers Code"	the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time

"Transaction"	the sale and purchase of the Sale Shares and the other transactions and arrangements contemplated under the Sale and Purchase Agreement
"Treasury Shares"	Shares repurchased and held by the Company in treasury in accordance with the Listing Rules and the Articles, which do not carry voting rights or dividend entitlements while held in treasury
"Unutilised Net Proceeds"	the remaining unutilised Net Proceeds amounting to approximately HK$56.5 million as at 30 June 2026
"Vendor Guarantors"	Dato' Sri Lee Haw Yih, Mr. Lee Haw Hann, Mr. Lee Haw Shyang and Datin Sri Yaw Sook Kean, who guarantee and procure the performance of the First Vendor's obligations under the Sale and Purchase Agreement but do not guarantee the obligations of the Second Vendor
"Vendors"	the First Vendor and the Second Vendor, and "Vendor" means either of them
"Voting Shares"	the Shares in issue from time to time (excluding the Treasury Shares)
"Warranty(ies)"	the representations, warranties and undertakings given by the First Vendor and the Vendor Guarantors under the Sale and Purchase Agreement, excluding the Second Vendor Warranties

"Working Capital Support"	the working capital support to be provided or procured by the First Vendor and the Vendor Guarantors for the Group as described in the section headed "POST-COMPLETION ARRANGEMENTS — Working Capital Support"
"%"	per cent.

By order of the Board **INNOVATION FORGE HOLDINGS LIMITED** **Ms. Jupeng Zeng** *Sole Director*	By order of the Board **RITAMIX GLOBAL LIMITED** **Dato' Sri Lee Haw Yih** *Chairman and Executive Director*

Hong Kong, 25 September 2026

For the purpose of this joint announcement, unless otherwise indicated, conversions of RM into HK$ is calculated at the exchange rate of RM1 to HK$1.9463. Such exchange rate is adopted for the purpose of illustration purpose only and does not constitute a representation that any amounts have been, could have been, or may be, exchanged at such rate or any other rates.

As at the date of this joint announcement, the Board comprises Dato' Sri Lee Haw Yih and Datin Sri Yaw Sook Kean as executive Directors; Mr. Lee Haw Shyang as a non-executive Director; and Ms. Ng Siok Hui, Mr. Lim Chee Hoong and Ms. Tee Pao Hwei as independent non-executive Directors.

As at the date of this joint announcement, the sole director of the First Purchaser is Mr. Allen Xionang Wu and the sole director of the Offeror is Ms. Jupeng Zeng.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Purchasers, their respective ultimate beneficial owners and parties acting in concert with either of them) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the respective directors and ultimate beneficial owners of the Purchasers) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statement in this joint announcement misleading.

Mr. Allen Xionang Wu, being the sole director and ultimate beneficial owner of the First Purchaser, and Ms. Jupeng Zeng, being the sole director and ultimate beneficial owner of the Offeror, jointly and severally accept full responsibility for the accuracy of the information contained in this joint announcement (other than that relating to the Group, the Vendors and the Vendor Guarantors) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this joint announcement (other than those expressed by the Directors) have been arrived at after due and careful consideration and there are no other facts not contained in this joint announcement, the omission of which would make any statement in this joint announcement misleading.

This joint announcement will remain on the "Latest Listed Company Information" page of the website of the Stock Exchange at www.hkexnews.hk for at least seven days from the date of its publication and on the website of the Company at www.ritamix-global.com.

WM CPA LIMITED
維文會計師事務所有限公司

Private and Confidential

The Board of Directors
Ritamix Global Limited
Room 1910, 19/F, C C Wu Building,
302–308 Hennessy Road,
Wan Chai,
Hong Kong

25 September 2026

Our ref: R0007

Dear Sirs

Ritamix Global Limited (the "Company") and its subsidiaries (collectively referred to as the "Group")Comfort letter on profit forecast for the three financial years ending 31 December 2029

We refer to the section headed "Performance Guarantee" as set out in the joint announcement of the Company dated 25 September 2026 (the "**Announcement**") in respect of the Guaranteed Revenue and the Aggregate Loss Target (each as defined in the Announcement), which together constitute the Forecast Financial Information (as defined in the Announcement). We understand that the Forecast Financial Information is also to be set out in the composite offer and response document to be despatched to shareholders under Rule 8.2 of the Hong Kong Code on Takeovers and Mergers (the "**Takeovers Code**") (the "**Composite Document**"). This letter is written to you pursuant to the terms agreed between us in our engagement letter dated 30 August 2026.

Directors' Responsibilities

The Forecast Financial Information comprises (i) the Guaranteed Revenue, being audited consolidated revenue of the Guaranteed Business of not less than HK$100,000,000 for each of the three financial years ending 31 December 2027, 31 December 2028 and 31 December 2029 (each a "**Guaranteed Year**"); and (ii) the Aggregate Loss Target, being an aggregate audited consolidated Net Loss of the Guaranteed Business for the three Guaranteed Years, after offsetting the Net Profit of any Guaranteed Year against the Net Loss of any other Guaranteed Year, of not more than HK$50,000,000. The Guaranteed Business, the Net Profit and the Net Loss have the meanings given to them in the Announcement.

The Forecast Financial Information has been prepared by the directors of the Company (the "**Directors**") from a forecast of the consolidated results of the Group for the three financial years ending 31 December 2029, which has been prepared based on (i) the audited consolidated financial statements of the Group for each of the three years ended 31 December 2025; (ii) the unaudited consolidated results of the Group for the six months ended 30 June 2026 as set out in the announcement of the unaudited interim results of the Group published by the Company on 14 August 2026; and (iii) a forecast of the consolidated results of the Group for the six months ending 31 December 2026 and for each of the three years ending 31 December 2029. The results for the six months ended 30 June 2026 included in the forecast referred to above have not been audited or reviewed by the auditor of the Group.

The Group prepares its consolidated financial statements in Malaysian Ringgit. For the purposes of the Forecast Financial Information, the forecast consolidated revenue and the forecast consolidated results of the Guaranteed Business have been translated into Hong Kong dollars at the exchange rate assumption adopted by the Directors and set out in the section headed "Bases and Assumptions of the Forecast Financial Information" in the Announcement.

The bases and the principal assumptions upon which the Forecast Financial Information has been prepared, including the commercial assumptions, are set out in the section headed "Bases and Assumptions of the Forecast Financial Information" in the Announcement (the "**Assumptions**"). The Assumptions are derived from the memorandum of the bases and assumptions upon which that forecast has been prepared, adopted by the Directors by resolution of the Board dated 25 September 2026 (the "**Memorandum**"). The Directors are solely responsible for the Forecast Financial Information and for the bases and assumptions upon which it has been prepared.

Our Independence and Quality Management

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants ("**HKICPA**"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

Our firm applies Hong Kong Standard on Quality Management ("**HKSQM**") 1 "Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements", which requires the firm to design, implement and operate a system of quality management including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We are not the auditor of the Group. We act as reporting accountants to the Company for the purposes of Rule 10.3(b) of the Takeovers Code and Note 1(c) to Rules 10.1 and 10.2 of the Takeovers Code, which contemplate a report by the reporting accountants of the company concerned. The auditor of the Group is Forvis Mazars PLT, Chartered Accountants, Kuala Lumpur, Malaysia, which audited the consolidated financial statements of the Group for each of the three years ended 31 December 2025.

Reporting Accountants' Responsibilities

It is our responsibility to form an opinion, as required by Rule 10 of the Takeovers Code, on the accounting policies and calculations of the Forecast Financial Information and to report our opinion to you.

We confirm that we have reviewed the accounting policies and calculations for the Forecast Financial Information.

We conducted our engagement in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 500 "Reporting on Forecast Financial Informations, Statements of Sufficiency of Working Capital and Statements of Indebtedness" and with reference to Hong Kong Standard on Assurance Engagements 3000 (Revised) "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" issued by the HKICPA. Those standards require that we plan and perform our work to obtain reasonable assurance as to whether, so far as the accounting policies and calculations are concerned, the Directors have properly compiled the Forecast Financial Information on the basis of the assumptions made by them and as to whether the Forecast Financial Information is presented on a basis consistent in all material respects with the accounting policies normally adopted by the Group. Our work consisted primarily of checking the arithmetical accuracy of the compilation of the Forecast Financial Information, considering whether it has been properly compiled in accordance with those bases and assumptions and whether it is presented on a basis consistent with the accounting policies normally adopted by the Group, and obtaining written representations from the Directors.

This is not an audit engagement. Our work is substantially less in scope than an audit conducted in accordance with Hong Kong Standards on Auditing issued by the HKICPA. Accordingly, we do not express an audit opinion. Our work does not extend to the reasonableness or the validity of the bases and assumptions adopted by the Directors, on which we express no opinion. We have relied on the confirmations of the Directors as to the scope of the Guaranteed Business, and as to the basis on which the revenue and the Net Profit or Net Loss of the Guaranteed Business fall to be determined under the sale and purchase agreement referred to in the Announcement, and we express no opinion on those matters. Because the Forecast Financial Information relates to the future and may be affected by unforeseen events, actual results may vary materially from the Forecast Financial Information, and we express no opinion as to whether the Forecast Financial Information will be achieved.

Opinion

In our opinion, so far as the accounting policies and calculations are concerned, the Forecast Financial Information has been properly compiled on the basis of the assumptions made by the Directors as set out in the Assumptions and in the Memorandum, from the forecast of the consolidated results of the Group for the three financial years ending 31 December 2029 referred to above, and that forecast is presented on a basis consistent in all material respects with the accounting policies normally adopted by the Group as set out in the audited consolidated financial statements of the Group for the year ended 31 December 2025.

Yours faithfully

WM CPA Limited
Certified Public Accountants
Hong Kong, 25 September 2026

RAINBOW.
RAINBOW CAPITAL (HK) LIMITED
浤 博 資 本 有 限 公 司

25 September 2026

The Board of Directors
Ritamix Global Limited
No. 7, Jalan TP7
UEP Industrial Park
40400 Shah Alam
Selangor Darul Ehsan
Malaysia

Dear Sirs,

Forecast Financial Information for the years ending 31 December 2027, 2028 and 2029

We refer to the joint announcement dated 25 September 2026 (the "**Joint Announcement**") issued by Innovation Forge Holdings Limited (the "**Offeror**") and Ritamix Global Limited (the "**Company**"). Capitalised terms used in this letter shall have the same meanings as defined in the Joint Announcement unless otherwise specified.

We refer to the paragraph headed "Profit Forecast under Rule 10 of the Takeovers Code" as set out in the Joint Announcement in respect of the Forecast Financial Information, which constitute profit forecast under Rule 10 of the Takeovers Code and is required to be reported on pursuant to Note 1(c) to Rules 10.1 and 10.2 and Rule 10.4 of the Takeovers Code.

The Forecast Financial Information has been prepared by the Directors based on the historical financial information of the Group and the forecast of the consolidated financial results of the Group for the six months ending 31 December 2026 and for each of the three years ending 31 December 2029.

We have discussed with the Directors the bases and assumptions upon which the Forecast Financial Information was prepared. We have also considered the report dated 25 September 2026 issued by WM CPA Limited, the reporting accountant of the Company, the text of which is set out in Appendix I to the Joint Announcement, which stated that, so far as the accounting policies and calculations are concerned, the Forecast Financial Information has been properly compiled in accordance with the bases and assumptions adopted by the Directors and is presented on a basis consistent in all material respects with the accounting policies normally adopted by the Group as set out in the audited consolidated financial statements of the Group for the year ended 31 December 2025.

Based on the above, we are satisfied that the Forecast Financial Information, for which the Directors are solely responsible, has been made with due care and consideration.

Yours faithfully,
For and on behalf of
Rainbow Capital (HK) Limited

Larry Choi
Managing Director