

PERTAMA DIGITAL BERHAD ("PERTAMA" OR "COMPANY")

- (I) PROPOSED SHARE CONSOLIDATION;**
- (II) PROPOSED SHARE CAPITAL REDUCTION**
- (III) PROPOSED PRIVATE PLACEMENT;**
- (IV) PROPOSED RIGHTS ISSUE WITH WARRANTS; AND**
- (V) PROPOSED ACQUISITIONS; AND**

(COLLECTIVELY, THE "PROPOSED REGULARISATION PLAN")

*Unless otherwise defined, the definitions set out in the announcements dated 20 June 2025, amended announcement 23 June 2025, additional announcement dated 26 June 2026 as well as announcement dated 29 January 2026 and 27 February 2026 in relation to the Proposed Regularisation Plan ("**Announcements**") shall apply herein.*

1. INTRODUCTION

Reference is made to the Announcements, wherein M & A Securities, on behalf of the Board, announced that the Company has on 20 June 2025 entered into the D-Ron SG SSPA and D-Ron MY SSPA to acquire the D-Ron SG Sale Shares and D-Ron MY Sale Shares, respectively, for the Purchase Consideration, to be satisfied entirely via cash. The parties have further negotiated and mutually agreed to vary and amend certain terms under the SSPA. In relation thereto, M & A Securities, on behalf of the Board, wishes to announce that Pertama had on 8 April 2026 entered into a supplemental letter to the SSPA for the Proposed Acquisitions ("**Supplemental Letter**"). The salient terms of the Supplemental Letter are set out in the ensuing section.

In conjunction with the execution of the Supplemental Letter, M & A Securities, on behalf of the Board, wishes to announce that the application in relation to the Proposed Regularisation Plan has been submitted to the Securities Commission Malaysia ("**SC**") on 8 April 2026.

2. SALIENT TERMS OF THE SUPPLEMENTAL LETTER

2.1 Right of participation in Thailand

2.1.1 Notification and Trigger Events: Subject to the Completion, the relevant party(ies) below shall promptly notify the other party upon the occurrence of any of the following events:

- (a) Ronnie Hun or D-Ron Tech receives any third-party proposal relating to the business of the Target Companies, or the equity interests of Ronnie in D-Ron (Thailand) Co., Ltd. ("**D-Ron Thai**") or D-Ron Technologies Co., Ltd ("**D-Ron Tech**");
- (b) Ronnie Hun or D-Ron Tech proposes to divest his interest in D-Ron Thai and/or D-Ron Tech;
- (c) D-Ron Tech or D-Ron Thai proposes to issue new securities or instruments related thereto.

2.1.2 Right of First Offer. Prior to -;

- (a) undertaking, committing to, or proceeding with any opportunity referred to in Section 2.1.1 above, or
- (b) offering any participation in such opportunity to any third party,

Ronnie Hun hereby grants and shall procure that Pertama is granted a right of first offer to participate in the opportunity(ies) ("**ROFO**"). For the avoidance of doubt, the ROFO granted under this Section 2.1.2 constitutes a presently binding contractual right of Pertama.

2.1.2 Information and key terms: For the purposes of Section 2.1.2 above, Ronnie Hun shall notify the ROFO in writing to Pertama and shall provide or procure D-Ron Tech or D-Ron Thai to provide Pertama with:

- (a) sufficient information to evaluate the financial and business standing of D-Ron Tech or D-Ron Thai or to expand the business of the Target Companies into Thailand; and
- (b) the proposed key commercial terms.

Pertama shall have a period of thirty (30) days from receipt of such offer (the "**ROFO Period**") to notify Ronnie Hun in writing whether it wishes to participate in such opportunity.


2.1.4 Structure of Participation: If Pertama notifies Ronnie Hun within the ROFO Period that it wishes to participate in the relevant opportunity, the relevant parties shall negotiate in good faith for a period of ninety (90) days from such notice ("**Negotiation Period**") with a view to agreeing the terms of such participation.

Such participation may be implemented through one or more of the following structures:

- (a) acquisition of equity interest in D-Ron Tech and/or D-Ron Thai;
- (b) subscription for shares in a Thai project vehicle;
- (c) entry into a joint venture or strategic alliance; or
- (d) any other commercially reasonable structure agreed between the parties.

Unless otherwise agreed, the terms offered to Pertama shall be no less favourable than those offered or to be offered to any third party in respect of the same opportunity or level of participation.

2.2 Rights of use of trademarks in Thailand

2.2.1 Upon the Completion Date, Ronnie Hun shall, and shall procure that D-Ron Tech, D-Ron Thai and its affiliates shall, at all times, use the name "D-RON" or trademark:  (collectively referred to as "**Mark**") in Thailand in a manner consistent with good industry practice and in a way that does not materially or adversely affect the goodwill, reputation or distinctiveness of the Mark or the business, reputation or financial standing of D-Ron SG, D-Ron MY or Pertama.

2.2.2 Notwithstanding the aforesaid, Pertama shall have the right at any time to require Ronnie Hun to cease and to procure D-Ron Tech, D-Ron Thai or its affiliates to cease the use of the Mark or any form whatsoever, which is same or similar to the Mark, to the extent protected or capable of being protected under applicable intellectual property laws, including but not limited to industrial designs, copyright, common law marks, patents, geographical indications, and any other related rights by D-Ron Tech, D-Ron Thai or its affiliates in Thailand or any other jurisdiction or territory by giving notice in writing to Ronnie Hun, D-Ron Tech or D-Ron Thai.

2.3 Disposal Undertaking and Cessation as Director in Lil Technologies Ltd

2.3.1 Subject to the Completion of the SSPA, Ronnie Hun hereby irrevocably and unconditionally agrees and undertakes with Pertama that, in the event any conflict of interests arises from Ronnie Hun continuing to a director of Lil Technologies Ltd. (previously known as D-Ron Taiwan Ltd.) ("**Lil Tech**"), he shall resign and cease to act as a director of Lil Tech. Ronnie Hun's obligation under this Section 2.3.1 shall apply only during the period commencing from the Completion Date and expiring 3 years from the Completion Date or upon his cessation as an employee of Pertama, whichever is later.

2.4 Others

In addition to the new provisions as set out above, the Parties agree that certain existing clauses of the SSPA shall be amended as follows:

2.4.1 Non-compete and non-solicitation

The Parties agree that the non-compete and non-solicitation provisions in the SSPA be revised to 3 years from the Completion Date instead of 3 years from the end of PG Period.

2.4.2 Call Option and Put Option

The Parties agree that the period for the exercise of the Call Option and Put Option in the SSPA be revised such that the Call Option and Put Option shall be exercised during a period of 12 months from the Completion Date instead of during a period of 6 months from the date the audited financial statements of the Company are available for the financial year ending 31 July 2026.

This announcement is dated 8 April 2026.