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INSPACE CREATION BERHAD (“INSPACE CREATION” OR THE “COMPANY”)

DISTRIBUTION AGREEMENT BETWEEN IMAGE ARTICULATION SDN. BHD., AN INDIRECT WHOLLY-OWNED SUBSIDIARY OF INSPACE CREATION (“IMAGE ARTICULATION”) AND NOVAH PTE. LTD. (“NOVAH”)

1. INTRODUCTION

The Board of Directors of Inspace Creation (**“Board”**) wishes to announce that Image Articulation had on 1 August 2026 entered into a distribution agreement with Novah (**“Agreement”**).

Pursuant to the Agreement, Novah has appointed Image Articulation as its exclusive distributor for the distribution and sale of certain Novah-branded office furniture products (**“Products”**) within Malaysia, subject to the terms and conditions of the Agreement.

2. DETAILS OF IMAGE ARTICULATION AND NOVAH

2.1 INFORMATION OF IMAGE ARTICULATION

Image Articulation was incorporated in Malaysia on 11 September 2012 as a private limited company and has its registered address at Third Floor, No. 77, 79 & 81, Jalan SS 21/60, Damansara Utama, 47400 Petaling Jaya, Selangor.

Image Articulation is principally involved in investment holding.

Image Articulation is a wholly-owned subsidiary of IDPM Sdn. Bhd., which in turn is a wholly-owned subsidiary of Inspace Creation.

2.2 INFORMATION OF NOVAH

Novah was incorporated in Singapore on 16 May 2023 as a private limited company and has its registered office at 7 Kung Chong Road, #03-01, HPC Building, Singapore, 159144.

Novah is principally involved in the wholesale of furniture.

Novah is a wholly-owned subsidiary of Novah (Shanghai) System Technology Co., Ltd.

NOVAH is an office furniture brand originating from Shanghai, China, specialising in premium office furniture products and customised workspace solutions. The Novah business is involved in the research and development, manufacture, distribution of office furniture, as well as the provision of workplace solutions. Its product offerings include, among others, seating, workstations, tables, storage systems, modular walls and office pods.

3. SALIENT TERMS OF THE AGREEMENT

The salient terms of the Agreement are as follows:

(i) Appointment and territory

Novah has appointed Image Articulation as its exclusive distributor for the distribution and sale of the Products specified in the Agreement through offline sales channel within Malaysia, subject to Novah's existing arrangements with its global, regional and national customers.

Image Articulation shall not distribute the Products outside Malaysia or appoint any sub-distributor, dealer, agent or reseller without Novah's prior written consent.

(ii) Duration and renewal

The Agreement shall be for a period of 2 years commencing from 1 August 2026.

The Agreement shall be automatically renewed for a further period of 2 years if Image Articulation achieves at least 80% of the applicable sales targets for 2 consecutive years.

(iii) Sales targets

Image Articulation is required to achieve the agreed annual sales target during the initial two-year tenure of the Agreement.

Novah may automatically terminate the Agreement without prior notice if Image Articulation achieves less than 70% of the applicable half-year sales target or less than 50% of the applicable annual sales target.

(iv) Key obligations

Image Articulation shall promote and distribute the Products at its own expense and establish approximately 400 square metres of showroom space for the display of Novah furniture in accordance with the Agreement.

During the tenure of the Agreement, Image Articulation shall not directly or indirectly sell, supply or distribute products other than the Products specified in the Agreement or accept an appointment to distribute competitive products within Malaysia from any business that could reasonably be regarded as a competitor of Novah. The restriction does not apply to Image Articulation's holding company, subsidiaries, related corporations, associated companies and affiliated entities.

Image Articulation is also required to ensure that annual sales of Novah products account for not less than 70% of its total annual sales turnover.

Novah will provide Image Articulation with product, design, marketing, advertising, training and sales support in accordance with the Agreement.

(v) Pricing

Novah will sell the Products to Image Articulation based on its applicable list prices, less the agreed dealer discounts. Novah may revise the prices and dealer discounts by giving Image Articulation 30 days' prior written notice.

(vi) Termination

The Agreement may be terminated upon the occurrence of certain events stipulated in the Agreement, including a breach of the Agreement, a material change in the ownership, management or control of Image Articulation, dealings in counterfeit or parallel products, promotion of competing products or failure to achieve the prescribed sales targets.

Upon termination, Image Articulation may sell its remaining stock of the Products for a period of up to 6 months and shall not be entitled to any compensation or goodwill payment from Novah.

(vii) Governing law and dispute resolution

The Agreement is governed by the laws of the People's Republic of China. Any dispute arising from or in connection with the Agreement shall be referred to the China International Economic and Trade Arbitration Commission for arbitration in Shanghai, the People's Republic of China.

4. RATIONALE OF THE AGREEMENT

The distributorship complements and expands the existing interior fitting-out business of Inspace Creation and its subsidiaries ("**Group**"), under which office furniture, including system furniture, task chairs and loose furniture, forms part of the solutions offered to the Group's customers.

Through the distributorship, the Group will be able to broaden its range of office furniture products and provide more integrated interior fitting-out solutions to its customers.

The Group is also expected to benefit from Novah's product, design, marketing and training support, as well as potential business opportunities arising from Novah's relationships with its global and regional customers.

5. FINANCIAL EFFECTS

The Agreement will not have any effect on the issued share capital and substantial shareholders' shareholdings of the Company.

The Agreement is not expected to have any material effect on the net assets, gearing and earnings of the Group for the financial year ending 30 November 2026. Barring any unforeseen circumstances, the Agreement is expected to contribute positively to the Group's earnings over its tenure.

6. RISK FACTORS

The Group is subject to risks associated with the distribution of imported office furniture products, including the ability to achieve the prescribed sales targets, fluctuations in foreign exchange rates, changes in product prices and dealer discounts, product availability, importation and logistics costs, delivery delays, inventory management, product defects, warranty claims, competition and termination of the Agreement.

There can be no assurance that the distributorship will generate the anticipated level of sales or profitability. Nevertheless, the Group will seek to mitigate these risks through, among others, prudent inventory and foreign exchange management, project-based procurement, monitoring of sales performance and compliance with the terms of the Agreement.

7. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

None of the Directors, major shareholders of the Company and/or persons connected with them has any interest, direct or indirect, in the Agreement.

8. APPROVAL REQUIRED

The Agreement is not subject to the approval of the shareholders of the Company or any regulatory authority.

9. DIRECTORS' STATEMENT

The Board, after having considered all aspects of the Agreement, including its rationale, terms, benefits and associated risks, is of the opinion that the Agreement is in the best interest of the Company and the Group.

10. DOCUMENTS FOR INSPECTION

A copy of the Agreement is available for inspection at the registered office of the Company at Third Floor, No. 77, 79 & 81, Jalan SS 21/60, Damansara Utama, 47400 Petaling Jaya, Selangor, during office hours from Monday to Friday (except for public holidays), for a period of 3 months from the date of this announcement.

This announcement is dated 3 August 2026.