

TECHNA-X BERHAD ("TECHNA-X" OR "COMPANY")

PROPOSED ACQUISITION OF 30% OF THE ISSUED PAID UP SHARE CAPITAL OF ALCO SDN. BHD. FOR A TOTAL CASH CONSIDERATION OF RM6,000,000.00 ONLY ("PROPOSED ACQUISITION")

(Unless otherwise stated, defined terms used in this announcement shall carry the same meanings as defined in the announcement of Techna-X Berhad dated 24 September 2024, 26 September 2024 and 21 October 2025.)

Further to the Company's announcement dated 24 September 2024, 26 September 2024 and 21 October 2025 in relation to the Share Sale and Purchase Agreement ("SSPA") with Muhammad Aiman Loh Bin Abdullah (the "Vendor") for the proposed acquisition of 30% issued share capital of Alco Sdn Bhd. ("Alco").

The Board wishes to announce the following additional information as required by Bursa Securities:

1. To clarify whether both Conditions Precedent stipulated under the SSPA have not been fulfilled which led to the termination of the SSPA and the reasons thereof.

- Pursuant to Clause 2A.1 and 2A.2 of the SSPA, the Conditions Precedent are required to be fulfilled within six (6) months from the date of the SSPA ("Conditional Period") and may be extended for another three (3) months ("Extended Conditional Period").

The Company wishes to clarify that the Conditions Precedent have not been fulfilled upon the expiry of the Extended Conditional Period, specifically those stipulated under Clause 2A.1(i) and 2A.1(iii) due to failure and/or refusal:

- (a) **Clause 2A.1(i)** – completion of the due diligence investigation on the Company to the satisfaction of Purchaser; and
- (b) **Clause 2A.1(iii)** – the Vendor having successfully procured and produce an independent valuation report indicating the fair value of the Sale Shares and in the form acceptable to the board of directors of the Purchaser

2. To clarify whether Techna-X had incurred any material cost related to the Proposed Acquisition since the execution of the SSPA and if applicable, the recoverability of the material cost.

- There is material cost related to legal and due diligence fees that are not recoverable.

3. To clarify the timing for the refund of deposit of RM500,000 to the Company.

- The deposit of RM500,000.00 shall be refunded to the Company within five (5) days from the date of the notice of termination cum demand.