

AEMULUS HOLDINGS BERHAD (“AHB” OR “THE COMPANY”)

- ACQUISITION OF INTELLECTUAL PROPERTY, TECHNOLOGY, AND ROADMAP OF CMOS IMAGE SENSOR (“CIS”) AND LIGHT SOURCE, RELATED INVENTORIES AND ASSETS FOR RMB32.46 MILLION

We refer to the announcement dated 14 August 2025 (“**Initial Announcement**”) (reference number : GA1-14082025-00062) in respect of the above subject matter.

Unless otherwise stated, the definitions used throughout this announcement shall have the same meaning as defined in the Initial Announcement.

Reference is made to the query letter received by the Company from Bursa Malaysia Securities Berhad dated 15 August 2025 (Ref: IQL-15082025-00001) pertaining to the Transfer of Business. The Board of Directors of the Company wishes to provide herewith the following additional information in relation to the Transfer of Business:-

1. The manner in which the total consideration for the Transfer of Business will be satisfied including the terms of any arrangement for payment on a deferred basis.

The Purchaser shall pay the Purchase Consideration to Revotronix in two installments:

- (1) First Installment. Within ten (10) working days after 14 August 2025 (“**Execution Date**”) of the agreement, the Purchaser shall pay to Revotronix a transfer price amount of RMB17,000,000 (the “**First Installment**”). In view of the business transactions between the Purchaser and Revotronix prior to the execution of the agreement, Revotronix presently owes the Purchaser an aggregate outstanding amount of RMB17,753,634.88. Within ten (10) working days after receipt of the First Installment, Revotronix shall pay to the Purchaser the outstanding indebtedness of RMB14,000,000 owed to TMSS. Within ten (10) working days after Revotronix receives the acceptance payment from a customer for the testers already delivered by the Purchaser, Revotronix shall pay the remaining outstanding indebtedness of RMB3,753,634.88 to the Purchaser.
- (2) Second Installment. Within thirty (30) calendar days after the date on which all closing conditions in the agreement have been satisfied or waived by the Purchaser in writing, the Purchaser shall pay the Second Installment to Revotronix. The Second Installment shall be the remaining transfer price after deduction of the First Installment, which is RMB15,460,000.

2. The basis of arriving at the total consideration of the Transfer of Business, other than on a “willing Purchaser willing Revotronix” basis. If it was based on net book value, the year the net book value was taken into consideration, quantifying the net book value and stating whether it was based on audited financial statements; and justification for the consideration.

The Purchase Consideration of RMB32.46 million was derived through negotiations, taking into account the acquired technologies value of RMB11 million, fixed assets and net book value of inventories (including inventories in transit) amounted to RMB21.46 million with reference to the unaudited management financial reports of Revotronix for 31 July 2025.

The Purchase Consideration is justified by the benefits associated with a conditional customer order of approximately RMB23 million arising from the Transfer of Business, and the strategic value of the acquired technologies and business integration, which are critical to completing the Group's CIS tester solution and ensuring continuity of supply to the key customer. With the acquired technologies integrated into the Group's test solution, the Group is able to secure additional revenue. The incremental revenue impact justifies further the acquired technologies value.

3. The highest percentage ratio applicable to the Transfer of Business pursuant to Rule 10.02(g) of the Listing Requirements.

The highest percentage ratio applicable to the Transfer of Business pursuant to Rule 10.02(g) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad ("LR") is 16.87% based on the Audited Consolidated Financial Statements of the AHB Group for the financial year ended 30 September 2024.

4. Particulars of all liabilities, including contingent liabilities and guarantees to be assumed by Aemulus Holdings Berhad, arising from the Proposed Transfer of Business.

There are no liabilities, contingent liabilities or guarantees to be assumed by AHB arising from the Proposed Transfer of Business. However, Revotronix and the Purchaser (individually referred to as "**Party**", collectively referred to as "**Parties**") agree that 50% of the severance payable for terminating the employment of Revotronix's employees not taken over by the Purchaser shall be borne by the Purchaser and 50% by Revotronix. The amount of such compensation shall be determined in accordance with applicable laws, regulations, rules and local policies. For the avoidance of doubt, the Purchaser shall recognize continuous service for the selected employees it takes over for their prior service with Revotronix. In addition, for certain selected employees designated by the Revotronix to be taken over by the Purchaser, the Parties shall jointly pay a special bonus, with each Party contributing 50 % thereof. The quantum has yet to be finalised at this juncture.

5. Prospects of arising from the Transfer of Business.

The global CMOS Image Sensor (CIS) market, valued at approximately USD30.7 billion in 2024, is projected to grow to USD49.1 billion by 2030, representing a robust compound annual growth rate (CAGR) of 7.7%. This compelling growth backdrop underscores the strategic importance of the Transfer of Business for the Company.

(Source: <https://www.grandviewresearch.com/industry-analysis/cmos-image-sensors-market>)

With the Transfer of Business, the technologies and business integration positions the Group as a fully integrated CIS test solution provider with immediate operational capability, enhanced technological competitiveness, and secured market access. Leveraging the acquired intellectual property, inventories, and other assets, the Group is expected to benefit from a conditional customer order approximately

RMB23 million associated with the transfer. This strengthened market position opens avenues for product diversification, expansion into new customer segments, and growth in the broader CIS market in China and globally, thereby creating a sustainable platform for the Group future earnings growth.

6. The names of Revotronix's directors and substantial shareholders together with their respective direct and/or indirect shareholdings.

Zhejiang Revotronix Technology Co., Ltd

The directors of the Zhejiang Revotronix Technology Co., Ltd are as below:

| Name |
|-------------------|
| 晏斌 Benson Yan Bin |
| 张洁 Zhang Jie |
| 叶枫 Ye Feng |

The shareholders of the Zhejiang Revotronix Technology Co., Ltd is as follows:

| | Direct | | Indirect | |
|--|----------------------------------|-----------------------|----------------------------------|-----------------------|
| | Number of ordinary shares | Percentage (%) | Number of ordinary shares | Percentage (%) |
| 晏斌 Benson Yan Bin | 10,088,000 | 24.05% | - | - |
| 邱日又 Chiu Ri-Yu | 5,238,000 | 12.4875% | - | - |
| 绍兴晶测股权投资合伙企业(有限合伙) ShaoXing JingCe Equity Investment Partnership | 11,640,000 | 27.75% | - | - |
| 金华泓嘉企业管理咨询合伙企业(有限合伙) Jinhua Hongjia Enterprise Management Consulting Partnership | 6,984,000 | 16.65% | - | - |
| Best Analytics Investment Inc. | 4,850,000 | 11.5625% | - | - |
| 深圳市汇顶科技股份有限公司 Shenzhen Goodix Technology Co.,Ltd. | 3,146,000 | 7.50% | - | - |

Shanghai Revotronix Hongjia Equipment Sales Co., Ltd.

The director of the Shanghai Revotronix Hongjia Equipment Sales Co., Ltd. is as below:

| Name |
|-------------------|
| 晏斌 Benson Yan Bin |

The shareholder of the Shanghai Revotronix Hongjia Equipment Sales Co., Ltd. is as follows:

| | Direct | | Indirect | |
|--|---------------------------|----------------|---------------------------|----------------|
| | Number of ordinary shares | Percentage (%) | Number of ordinary shares | Percentage (%) |
| 浙江瑞测科技有限公司 (Zhejiang Revotronix Technologies Co., Ltd.) | 100,000 | 100% | - | - |

Revotronix Technology Co., Ltd.

The director of the Revotronix Technology Co., Ltd. is as below:

| Name |
|-------------------|
| 晏斌 Benson Yan Bin |

The shareholder of the Revotronix Technology Co., Ltd. is as follows:

| | Direct | | Indirect | |
|--|---------------------------|----------------|---------------------------|----------------|
| | Number of ordinary shares | Percentage (%) | Number of ordinary shares | Percentage (%) |
| 浙江瑞测科技有限公司 (Zhejiang Revotronix Technologies Co., Ltd.) | 27,000,000 | 100% | - | - |

7. The estimated time frame to complete the transaction.

Barring any unforeseen circumstances, the Transfer of Business is expected to be completed within 120 days from 14 August 2025.

8. The time and place where the agreement on the Transfer of Business may be inspected.

A copy of the agreement in relation to the Transfer of Business is available for inspection at the registered office of the Company at Suite 16.06, MWE Plaza, No. 8 Lebuah Farquhar, 10200 George Town, Pulau Pinang during normal working hours

from Monday to Friday (except public holiday) for a period of 3 months from the date of this announcement.

9. Salient terms of the agreement in relation to the Transfer of Business

The salient terms of the agreement are as follows:

1. Transferred Assets

Subject to the terms and conditions of agreement, TMSS and ACSB (collectively as the “**Purchaser**”) shall purchase from the Zhejiang Revotronix Technology Co., Ltd., Shanghai Revotronix Hongjia Equipment Sales Co., Ltd. and Revotronix Technology Co., Ltd. (collectively as the “**Revotronix**”), and Revotronix shall sell to the Purchaser, all of the following assets owned by the Revotronix that relate to the business of CMOS image sensors (CIS) and light source (**Transfer of Business**) (collectively, the “**Transferred Assets**”):

- (1) Inventory, Fixed Assets and In-Transit Materials Not Yet Received, which is, all the equipment inventory such as specified instruments and devices, raw materials inventory, packaging materials inventory, spare parts inventory, work-in-process inventory, semi-finished and finished goods inventory, general consumables inventory (including spare parts) and fixed assets of Revotronix relating to the Transfer of Business, as detailed in the agreement (“**Inventory and Fixed Assets**”), and the materials for which the Revotronix has placed orders with vendors in connection with the Transfer of Business but which have not yet been received and booked into inventory, as detailed as detailed in the agreement (the “**In-Transit Materials Not Yet Received**”);
- (2) Intellectual Property, Technology and Roadmap, which is, all of the following owned by Revotronix that relate to the Transfer of Business, as detailed in the agreement (the “**IP & Technology**”):
 - (i) intellectual property that has been granted, registered or applied for but not yet granted/registered (including, without limitation, patents, trademarks, copyrights, layout-design of integrated circuits rights, etc.);
 - (ii) technical achievements not granted or registered but already exist (including, without limitation, know-how, operating procedures, source code, algorithms, data, technical documentation, design drawings, test reports, etc.);
 - (iii) technology roadmaps, R&D plans and intellectual property plans;
 - (iv) information relating to testing, debugging, inspection and other manufacturing-related processes; and
 - (v) any other technical achievements and information that can positively contribute to the Transfer of Business.
- (3) Customer Information, which is, all customer information and order information of Revotronix relating to the Transfer of Business, including, without limitation, customer lists, customer contact details, all completed

and uncompleted order information and order-fulfillment status (the “**Customer Information**”);

- (4) Vendor Information, which is, all vendor information and order information of Revotronix relating to the Transfer of Business, including, without limitation, vendor lists, vendor contact details, all completed and uncompleted order information and order-fulfillment status (the “**Vendor Information**”);
- (5) Customer and Vendor Relationships, which is, the engagement with the contact windows and decision-making personnel of customers and vendors who have either conducted transactions with Revotronix or have established contact with Revotronix without having conducted transactions; specifically, the ability to effectively hand over the aforesaid contact windows and decision-making personnel of customers and vendors to the Purchaser through tripartite contact (the “**Customer and Vendor Relationships**”);
- (6) Warranty Obligations, which is, Revotronix’s warranty obligations under the existing contracts with current customers relating to the Transfer of Business during the applicable warranty periods (the “**Warranty Periods**”), as specifically confirmed in writing by the Purchaser and Revotronix (the “**Warranty Obligations**”);
- (7) Selected Employees, which is, the employees employed by Revotronix and relating to the Transfer of Business whom the Purchaser agrees to take over, as detailed in the agreement (the “**Employees**”).

2. Transfer Price

2.1 The Purchaser and Revotronix hereby agree that the aggregate transfer price for the Transferred Assets is RMB32,460,000, which comprises the following three components (the Parties may adjust the composition of the transfer price as circumstances require after execution of the agreement):

- i. IP & Technology: RMB11,000,000;
- ii. Inventory and Fixed Assets: RMB20,110,000, consisting of (a) the portion attributable to the inventory and fixed assets listed in Annex of the agreement (List of Inventory and Fixed Assets of Revotronix Technology Co., Ltd.), amounting to RMB7,650,000.00; and (b) the portion attributable to the inventory and fixed assets listed in Annex of the agreement (List of Inventory and Fixed Assets of Zhejiang Revotronix Technology Co., Ltd., and Shanghai Revotronix Hongjia Equipment Sales Co., Ltd.), amounting to RMB12,460,000.00;
- iii. In-Transit Materials Not Yet Received: RMB1,350,000;

2.2 Revotronix shall pay the Warranty Expenses (as defined below) of RMB316,000 to the Purchaser, and such amount shall be directly offset against the Second Installment (as defined below).

2.3 The Parties agree that 50% of the severance payable for terminating the employment of Revotronix’s employees not taken over by the Purchaser shall be borne by the Purchaser and 50% by Revotronix. The amount of such compensation shall be determined in accordance with applicable laws,

regulations, rules and local policies. For the avoidance of doubt, the Purchaser shall recognize continuous service for the Selected Employees it takes over for their prior service with Revotronix. In addition, for certain Selected Employees designated by Revotronix to be taken over by the Purchaser, the Parties shall jointly pay a special bonus, with each Party contributing 50 % thereof.

- 2.4 **“Warranty Expenses”** means the amount negotiated and agreed between the Purchaser and Revotronix that Revotronix shall pay to the Purchaser to cover Revotronix’s performance of the Warranty Obligations. Such Warranty Expenses shall cover the entirety of Revotronix’s warranty liabilities to purchasers of the equipment.

3 Payment of Transfer Price and Closing

The Purchaser shall pay the Purchase Consideration under the agreement to Revotronix in two installments:

- (1) First Installment. Within ten (10) working days after the Execution Date of the agreement, the Purchaser shall pay to Revotronix a transfer price amount of RMB17,000,000 (the **“First Installment”**). In view of the business transactions between the Purchaser and Revotronix prior to the execution of the agreement, Revotronix presently owes the Purchaser an aggregate outstanding amount of RMB17,753,634.88. Within ten (10) working days after receipt of the First Installment, Revotronix shall pay to the Purchaser the outstanding indebtedness of RMB14,000,000 owed to TMSS. Within ten (10) working days after Revotronix receives the acceptance payment from a customer for the testers already delivered by the Purchaser, Revotronix shall pay the remaining outstanding indebtedness of RMB3,753,634.88 to the Purchaser.
- (2) Second Installment. Within thirty (30) calendar days after the date on which all closing conditions in the agreement have been satisfied or waived by the Purchaser in writing, the Purchaser shall pay the Second Installment to Revotronix. The Second Installment shall be the remaining transfer price after deduction of the First Installment, which is RMB15,460,000.

4 Conditions Precedents to Payment of the Transfer Price

4.1 The obligation of the Purchaser to pay the Second Installment of the transfer price is subject to the satisfaction (or written waiver by the Purchaser) of each of the following closing conditions:

- (1) The representations and warranties of Revotronix and the Purchaser contained in the agreement are true, accurate, complete and not misleading in all material respects;
- (2) From the date of the agreement through the Closing Date, there has been no change to, and no event affecting, the Transferred Assets that would have, or would reasonably be expected to have, a material adverse effect;

- (3) Revotronix has fully and timely performed all of its obligations under the agreement that are required to be performed prior to the Closing Date, and there is no failure to properly perform any such obligation;
- (4) Revotronix has physically delivered the entire Inventory and Fixed Assets to the location designated by the Purchaser (including the inventory and fixed assets listed in Annex as detailed in the agreement), which shall have all been inspected and confirmed by the Purchaser. For the avoidance of doubt, if the Purchaser's Taiwan Company has not yet been established at the time of delivery, the Purchaser may require that the inventory, fixed assets and materials of Revotronix Technology Co., Ltd. remain in temporary storage at Revotronix Technology Co., Ltd., and Revotronix shall agree to such arrangement; nevertheless, risk in such inventory, fixed assets and materials shall pass to the Purchaser.
- (5) With respect to the Transferred Assets consisting of registered or granted IP & Technology, Revotronix has filed with the relevant registry the applications required to change the recorded legal owner to the Purchaser and has provided the Purchaser with evidence that the registry has accepted such applications, and such evidence shall have been confirmed by the Purchaser. With respect to the IP & Technology for which applications or registrations are pending, Revotronix has filed with the relevant registry the applications required to change the recorded applicant to the Purchaser and has provided the Purchaser with evidence that the registry has accepted such applications, and such evidence shall have been confirmed by the Purchaser;
- (6) As confirmed by the Purchaser, Revotronix has uploaded to the cloud drive or storage designated by the Purchaser all other materials, information, data and documents relating to the IP & Technology (other than those covered by Article 4(5)) and has granted the Purchaser full access thereto;
- (7) As an ancillary obligation to the transfer of assets, as confirmed by the Purchaser, Revotronix has uploaded the Customer Information and Vendor Information to the cloud drive designated by the Purchaser and has granted the Purchaser full access thereto;
- (8) As an ancillary obligation to the transfer of assets, as confirmed by the Purchaser, Revotronix and the Purchaser have completed the hand-over of the Customer and Vendor Relationships, namely, Revotronix has effectively introduced to the Purchaser, via tripartite communications, the contact windows and decision-makers for all customers and vendors with whom Revotronix has transacted or with whom Revotronix has had contact but not yet transacted;
- (9) The Purchaser, Revotronix and each customer related to the Warranty Obligations have executed the necessary legal documents confirming that, effective on and after the Closing Date, the Purchaser shall assume the Warranty Obligations, and that, except for the Warranty Obligations, the Purchaser shall not assume any other obligations or liabilities arising out of any contracts between such customer and Revotronix that existed prior to the Closing Date;
- (10) The Purchaser and Revotronix have obtained written consent from a

customer ("**Customer A**") acknowledging that TMSS has replaced Revotronix as an approved vendor of Customer A, and TMSS has entered into binding purchase orders with Customer A for the purchase of CMOS Image Sensor (CIS) testers at an aggregate price of not less than USD3,300,000 (the "**OV Orders**"). The payment terms of the OV Orders shall be: (i) 70% of the order price upon execution of the order, (ii) 10% before delivery by TMSS, and (iii) 20% upon acceptance, and Purchaser must have received 80% of the purchase price for each OV Order. However, if the Purchaser unreasonably refuses to grant the technology license or maliciously creates technical barriers, which prevents TMSS from meeting Customer A's requirements and further results in preventing TMSS from obtaining the OV orders, this closing condition shall be deemed as satisfied.

- (11) Each individual listed in Annex as detailed in the agreement (the "**Non-Compete Personnel**") has delivered to the Purchaser a Non-Competition Undertaking whereby, for a period of five (5) years commencing on the Closing Date, such Non-Compete Personnel undertakes not to engage, directly or indirectly, in any manner whatsoever, in any business or project related to the Transfer of Business anywhere in the world.

5 Termination of the Agreement

The agreement may be terminated prior to the Closing in any of the following circumstances:

- (1) The agreement can be terminated by the mutual written consent of the Purchaser and Revotronix.
- (2) If any of the closing conditions set forth in Article 4 has not been satisfied (or waived by the Purchaser in writing) within one hundred twenty (120) calendar days after the Execution Date or within any extension period granted by the Purchaser in writing, the Purchaser may terminate the agreement by written notice without any liability. For the avoidance of doubt, (i) neither Party may intentionally delay or hinder the satisfaction of any closing condition; any condition intentionally delayed or hindered shall be deemed satisfied; and (ii) once the conditions precedent to the payment of the transfer price have been satisfied and the transfer price has been fully paid, the acquisition by ACSB of Revotronix Technology Co., Ltd. shall not be rescinded or terminated for any reason. If ACSB ultimately fails to obtain approval to establish its Taiwan company, the obligation to purchase the relevant assets shall be assumed by TMSS.
- (3) If any Party commits a material breach, the non-breaching Party may terminate the agreement immediately upon written notice.
- (4) If any Party commits any other breach and fails to cure such breach within fifteen (15) days after receipt of written notice from the non-breaching Party, the non-breaching Party may terminate the agreement upon written notice. Given that the Purchaser makes payments to three separate Revotronix entities, if the Purchaser is in breach and Revotronix seeks to terminate, Revotronix may terminate the entire Transaction even if the Purchaser has already paid the purchase price to one or two of Revotronix entities.

- (5) If any governmental authority issues an order, decree, ruling or takes any other action that permanently restrains, prohibits or otherwise makes the Transaction illegal, and such order, decree, ruling or action is final and not subject to reconsideration, appeal or further review, either Party may terminate the agreement by written notice.