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YAN TAT GROUP HOLDINGS LIMITED

恩達集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1480)

DISCLOSEABLE TRANSACTION
SUPPLEMENTARY CONSTRUCTION AGREEMENT

THE SUPPLEMENTARY CONSTRUCTION AGREEMENT

The Board is pleased to announce that on 14 November 2025 (after trading hours), DMI, a non-wholly owned subsidiary of the Company entered into the Supplementary Construction Agreement with the Contractor, pursuant to which the Contractor has agreed to conduct supplementary construction works and provide interior installation services to DMI at a consideration of RM$917,529 (equivalent to approximately HK$1,706,604).

LISTING RULES IMPLICATIONS

As the Previous Construction Agreement and the Supplementary Construction Agreement involve Jia Lai Group and the Contractor, which are parties connected with one another, and form a series of transactions conducted within the past 12 months, the Supplementary Construction Agreement is required to be aggregated with the Previous Construction Agreement for the purpose of computing the relevant percentage ratios pursuant to Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios (as defined in the Listing Rules) exceed 5% but all applicable percentage ratios are below 25%, the transactions contemplated under the Supplementary Construction Agreement, when aggregated with the Previous Construction Agreement, constitute a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements under the Listing Rules.

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The principal terms of the Supplementary Construction Agreement are set out below.

THE SUPPLEMENTARY CONSTRUCTION AGREEMENT

Date : 14 November 2025 (after trading hours)

Parties : (i) DMI; and

(ii) the Contractor.

Subject matter

The Contractor shall be responsible for the construction work of the silk screen auxiliary room and the employee check-in room, installation of warehouse air conditioning and dehumidifier, supplementary work of the chemical warehouse, and installation of insulation cotton roofing of certain building parts of the Land (the "**Project**"). The scope of the Project includes, but is not limited to, structural constructions, floor renovations, and installation of electrical, fire protection, and other ancillary systems.

Construction period

The works are expected to be completed in phases, parts of the Project be completed on or before 20 November 2025, whereas the remaining parts of the Project be completed on or before 5 December 2025, as stipulated in the Supplementary Construction Agreement.

Consideration

The Consideration payable to the Contractor under the Supplementary Construction Agreement shall be RM$917,529 (equivalent to approximately HK$1,706,604).

Payment terms

The Consideration shall be paid to the Contractor in the following manner:

(i) 40% of the Consideration shall be paid within seven days upon entering into the Supplementary Construction Agreement;

(ii) 30% of the Consideration shall be paid within seven days upon the completion of construction work for the Project;

(iii) 25% of the Consideration shall be paid within 15 days after the completion and acceptance of the construction work for the Project; and

(iv) 5% of the Consideration shall be paid within 15 days after the expiration of one year into the warranty period.

Adjustment mechanism

The Consideration is a fixed lump sum. In the event of any additional construction works due to changes in design required by DMI, the consideration for such works shall be determined based on a separate quotation from the Contractor. The pricing for such changes will be based on pre-agreed unit prices or, if not available, based on specified official pricing information published by relevant governmental authorities with a discount.

Warranty period

During the warranty period, the Contractor shall be responsible for handling quality problems of the construction works in a timely manner and in accordance with the Supplementary Construction Agreement. Unless otherwise specified, the warranty period shall be 18 months from the date of the completion and acceptance of the construction works.

Delay penalties

Should the completion of the construction works for the Project be delayed due to reasons attributable to the Contractor, any delay in relation to the scheduled completion date under the Supplementary Construction Agreement shall be subject to a penalty of RMB10,000 per day.

Termination

DMI may terminate the Supplementary Construction Agreement:

(i) if the Contractor provides false information or concealed information regarding its qualifications; or

(ii) if the Contractor causes a delay and is unable to implement an effective plan to catch up, or otherwise cannot guarantee the quality and progress of the works.

Basis of the consideration

The Consideration was determined after arm's length negotiations between DMI and the Contractor and on normal commercial terms with reference to (i) the expected scope, complexity and quality of the construction works; (ii) the experience and competency of the Contractor, in particular, its track record in delivering similar services to customers in the PCB industry both in the PRC and overseas; (iii) the anticipated material and labour costs; and (iv) the prevailing market prices for carrying out construction works of comparable scale and complexity.

The Consideration will be financed by the Group's internal resources, banking facilities or a combination of both.

INFORMATION OF THE CONTRACTOR

The Contractor is a private limited company incorporated in Malaysia. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, as at the date of this announcement, the Contractor is principally engaged in the provision of construction services and is wholly owned by Jia Lai Group. For details of Jia Lai Group, please refer to the announcement of the Company dated 13 June 2025 (the "**Announcement**").

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Contractor and its ultimate beneficial owners is an Independent Third Party.

INFORMATION OF THE GROUP AND DMI

The Group is an original equipment manufacturer provider (OEM) of PCBs, dedicated to producing high-quality PCBs that comply with industrial standards such as IPC Standards and meet specific customer requirements. The Group specialises in conventional PCBs and has a well-developed capacity to produce multi-layered and special material PCBs, primarily used in automobiles, communication equipment, medical devices, industrial automation equipment, and consumer electronics. The Group provides both direct and indirect services to OEM customers across Asia, Europe, Africa, North America, South America, and Oceania, catering to a wide range of industries, many of which operate on a multinational scale.

DMI, an indirectly non-wholly-owned subsidiary of the Company, is a private limited company incorporated in Malaysia, and is principally engaged in manufacturing PCBs.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SUPPLEMENTARY CONSTRUCTION AGREEMENT

As part of the Group's strategy to enhance its supply chain resilience and expand its market presence, the Group is in the process of expanding its manufacturing capabilities in Malaysia through DMI. As at the date of this announcement, the Group has entered into conditional sale and purchase agreements for the proposed acquisition of the entire issued share capital of DMI, where the Group has completed the acquisition of approximately 60.39% of the issued share capital of DMI.

The construction works under the Previous Construction Agreement are for the establishment of purification systems and cleanrooms, while the works under the Supplementary Construction Agreement are supplementary in nature and are necessary for the completion and enhancement of the facilities of DMI. The completion of these supplementary works will further support the establishment of a stable and efficient supply chain system for the long-term development of the Group's manufacturing business.

Based on the above, the Directors (including the independent non-executive Directors) consider that the transactions contemplated under the Supplementary Construction Agreement are on normal commercial terms, that the terms of the Supplementary Construction Agreement are fair and reasonable and that the entering into of the Supplementary Construction Agreement is in the interests of the Company and the Shareholders as a whole.

LISTING RULES IMPLICATIONS

Reference is made to the Announcement in relation to, among other things, the entering into of the Previous Construction Agreement with Jia Lai Group.

As the Previous Construction Agreement and the Supplementary Construction Agreement involve Jia Lai Group and the Contractor, which are parties connected with one another, and form a series of transactions conducted within the past 12 months, the Supplementary Construction Agreement is required to be aggregated with the Previous Construction Agreement for the purpose of computing the relevant percentage ratios pursuant to Rule 14.22 of the Listing Rules. As one or more of the applicable percentage ratios (as defined in the Listing Rules) exceed 5% but all applicable percentage ratios are below 25%, the transactions contemplated under the Supplementary Construction Agreement, when aggregated with the Previous Construction Agreement, constitute a discloseable transaction of the Company and is therefore subject to the reporting and announcement requirements under the Listing Rules.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

''Board''	the board of Directors
''Company''	Yan Tat Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed and traded on the Main Board of the Stock Exchange (stock code: 1480)
''connected person(s)''	has the meanings ascribed to it under the Listing Rules
''Consideration''	the total contract price under the Supplementary Construction Agreement
''Contractor''	Jana Clean Technology Sdn. Bhd., a private limited company incorporated in Malaysia and wholly owned by Jia Lai Group
''Director(s)''	the director(s) of the Company

"DMI"	Denshi Maruwa Industries (M) Sdn. Bhd., a private limited company incorporated in Malaysia and an indirectly non-wholly owned subsidiary of the Company as at the date of this announcement
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Independent Third Party(ies)"	independent third party(ies) who is/are not connected person(s) (as defined under the Listing Rules) of the Company
"Jia Lai Group"	Jia Lai Group Co., Limited (佳萊集團有限公司), a company incorporated under the laws of Hong Kong with limited liability
"Land"	a freehold industrial land owned by the Group and situated at PT5755–2, Jalan Sungai Chua, Kawasan Perusahaan Bukit Angkat, 43000 Kajang, Selangor, Malaysia, with an area of 19,823 square metres
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Malaysia"	The Federation of Malaysia
"PCBs"	printed circuit boards
"Previous Construction Agreement"	the agreement dated 13 June 2025 entered into between DMI and Jia Lai Group. For details, please refer to the announcement of the Company dated 13 June 2025
"RM$"	Malaysian Ringgit, the lawful currency of Malaysia
"RMB"	Renminbi, the lawful currency of the PRC
"Shareholders"	holders of the shares of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary" or "subsidiaries"	has the meanings ascribed to it under the Listing Rules

"Supplementary Construction Agreement"	the agreement dated 14 November 2025 entered into between DMI and the Contractor for the construction work of the silk screen auxiliary room and the employee check-in room, installation of warehouse air conditioning and dehumidifier, supplementary work of the chemical warehouse, and installation of insulation cotton roofing of certain building parts of the Land
"%"	per cent

For the purpose of this announcement, the exchange rate of RM$1.00 = HK$1.86 have been used for currency translation, where applicable. Such an exchange rate is for illustrative purposes and does not constitute representations that any amount in HK$ or RM$ has been, could have been or may be converted at such a rate.

By Order of the Board
Yan Tat Group Holdings Limited
Chan Yung
Chairman

Hong Kong, 14 November 2025

As at the date of this announcement, the executive directors of the Company are Mrs. Chan Yung and Mr. Chan Yan Wing; the non-executive director is Mr. Chan Yan Kwong; the independent non-executive directors are Mr. Chung Yuk Ming, Mr. Lau Shun Chuen, and Mr. Yau Wing Yiu.