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EDA GROUP HOLDINGS LIMITED
EDA集團控股有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2505)

DISCLOSEABLE TRANSACTION
PROVISION OF FINANCIAL ASSISTANCE
TO A JOINT VENTURE COMPANY

PROVISION OF FINANCIAL ASSISTANCE

The board (the "**Board**") of directors of EDA Group Holdings Limited (the "**Company**") is pleased to announce that on 2 March 2026, to support the business development and operations of PT Flexlogis Investment which is a joint venture of the Group, the Company (as lender) and PT Flexlogis Investment (as borrower) entered into the Loan Agreement II, pursuant to which the Company has conditionally agreed to provide loans in the principal amount of up to RMB60 million to PT Flexlogis Investment for a term commencing from the effective date of the Loan Agreement II to 1 March 2031, at an annual interest rate of 5.0%, accruing from the relevant withdrawal date of each loan.

LISTING RULES IMPLICATION

Pursuant to Rules 14.22 and 14.23 of the Listing Rules, the Company's provision of loans in the aggregate principal amount of RMB8.615 million to PT Flexlogis Investment under the Loan Agreement I is required to be aggregated with the transactions contemplated under the Loan Agreement II, as they constitute transactions of a similar nature with the same party (i.e. PT Flexlogis Investment) within a 12-month period. As one or more of the applicable percentage ratios with respect to the transactions contemplated under the Loan Agreement I and the Loan Agreement II exceed 5% but are less than 25%, the aggregated transactions constitute a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

PROVISION OF FINANCIAL ASSISTANCE

The Board is pleased to announce that on 2 March 2026, the Company (as the lender) and PT Flexlogis Investment (a joint venture of the Company, as the borrower) entered into the Loan Agreement II, pursuant to which the Company has conditionally agreed to provide loans in the principal amount of up to RMB60 million to PT Flexlogis Investment for a term from the effective date of the Loan Agreement II to 1 March 2031 at an annual interest rate of 5.0% to be accrued from the relevant withdrawal date of each loan.

The Loan Agreement I

(1) Date

5 January 2026

(2) Parties

(a) the Company (as the lender); and

(b) PT Flexlogis Investment (as the borrower).

(3) Principal amount

RMB8.615 million.

(4) Interest rate

From the effective date of the Loan Agreement I, an annual interest rate of 5.0% will be accrued up to the maturity date (i.e. 4 January 2031) or the early repayment date, as the case may be.

(5) Term

From the effective date of the Loan Agreement I to 4 January 2031 (both days inclusive).

(6) Repayment

The aggregate principal amount, together with all accrued interest, shall be repaid in a lump sum upon the maturity of the loans on 4 January 2031. In the event that PT Flexlogis Investment requests an early partial or full repayment prior to the maturity date, the Company shall consent to such early repayment request and PT Flexlogis Investment shall pay the relevant principal amount together with the corresponding interest accrued up to the early repayment date.

(7) Use of funds

The loans to PT Flexlogis Investment shall be utilised for the purpose of further acquisition and construction of logistics warehousing facilities in Indonesia, as well as for daily operating expenses and working capital needs.

(8) Inspection right

Pursuant to the Loan Agreement I, the Company is entitled to inspect and supervise the utilisation of the loans borrowed by PT Flexlogis Investment, in order to ensure the legality and compliance of the agreed use of the funds as set out in the Loan Agreement I, and to understand in detail the funding plans, business operations, and financial activities of PT Flexlogis Investment. PT Flexlogis Investment shall provide complete and true information in respect of the foregoing.

(9) Right to demand early repayment

In the event that PT Flexlogis Investment breaches any term of the Loan Agreement I, the Company shall have the right to demand early repayment of all or any outstanding loans and the corresponding accrued interest up to the early repayment date.

The Company considers that the inspection right and the right to demand early repayment above will facilitate the Company's assessment and supervision of the financial and credit position of PT Flexlogis Investment, enabling effective credit risk management, and safeguard the interests of the Company.

(10) Extension

If any principal or interest under the Loan Agreement I remains unpaid on the maturity of the loans on 4 January 2031, the Company and PT Flexlogis Investment may enter into good faith negotiations to seek resolution. Any agreement reached through such negotiations shall be documented in writing.

(11) Taking into effect

The Loan Agreement I shall come into effect on the date on which both parties affix their seals.

The Loan Agreement II

(1) Date

2 March 2026

(2) Parties

(a) the Company (as the lender); and

(b) PT Flexlogis Investment (as the borrower).

(3) Principal amount

Up to RMB60 million. Pursuant to the terms of the Loan Agreement II, PT Flexlogis Investment shall be entitled to draw down the loans in multiple tranches within the principal amount.

(4) Interest rate

An annual interest rate of 5.0% shall be accrued from the relevant withdrawal date of each loan and up to the maturity date (i.e. 1 March 2031) or the early repayment date, as the case may be.

(5) Term

From the effective date of the Loan Agreement II to 1 March 2031 (both days inclusive).

(6) Repayment

The aggregate principal amount, together with all accrued interest, shall be repaid on or before the maturity of the loans on 1 March 2031. In the event that PT Flexlogis Investment requests an early partial or full repayment prior to the maturity date, the Company shall consent to such early repayment request and PT Flexlogis Investment shall pay the relevant principal amount with corresponding interest accrued up to the early repayment date.

(7) Use of funds

The loans to PT Flexlogis Investment shall be utilised for the purpose of further acquisition and construction of logistics warehousing facilities in Indonesia, as well as for daily operating expenses and working capital needs.

(8) Inspection right

Pursuant to the Loan Agreement II, the Company is entitled to inspect and supervise the utilisation of the loans borrowed by PT Flexlogis Investment, in order to ensure the legality and compliance of the agreed use of the funds as set out in the Loan Agreement II, and to understand in detail the funding plans, business operations, and financial activities of PT Flexlogis Investment. PT Flexlogis Investment shall provide complete and true information in respect of the foregoing.

(9) Right to demand early repayment

In the event that PT Flexlogis Investment breaches any term of the Loan Agreement II, the Company shall have the right to demand early repayment of all or any outstanding loans and the corresponding accrued interest up to the early repayment date.

The Company considers that the inspection right and the right to demand early repayment above will facilitate the Company's assessment and supervision of the financial and credit position of PT Flexlogis Investment, enabling effective credit risk management, and safeguard the interests of the Company.

(10) Extension

If any principal or interest under the Loan Agreement II remains unpaid on the maturity of the loans on 1 March 2031, the Company and PT Flexlogis Investment may enter into good faith negotiations to seek resolution. Any agreement reached through such negotiations shall be documented in writing.

(11) Taking into effect

The Loan Agreement II shall come into effect on the date on which both parties affix their seals.

REASONS FOR ENTERING INTO THE LOAN AGREEMENT

PT Flexlogis Investment is a joint venture of the Group and is principally engaged in providing logistics solutions in the Republic of Indonesia. PT Flexlogis Investment and its subsidiaries have already invested in and built five overseas warehouses. Going forward, PT Flexlogis Investment plans to further invest in land acquisition and the construction of additional overseas warehouses. It is expected that in 2026, approximately 50,000 square meters of land will be acquired and developed, with a total estimated investment of RMB60 million.

The principal and other terms of Loan Agreement I and Loan Agreement II are determined by the Company and PT Flexlogis Investment after arm's length negotiations, with reference to prevailing market terms for similar transactions, the Company's financial condition, and market practices. In particular, after considering the Group's overall business plans, development needs and available cash resources, as well as the agreed terms of Loan Agreement I and Loan Agreement II and the applicable interest thereunder, the Company considers that the transactions contemplated under Loan Agreement I and Loan Agreement II are in the interests of the Company and its Shareholders as a whole and are beneficial to the Group's long term development.

The Company is also of the view that, with the development of cross-border e-commerce in Southeast Asia and the strong demand for overseas warehouses in Indonesia, PT Flexlogis Investment's investment in overseas warehouses in Indonesia is expected to support its sustainable development and growth and to generate returns for the Group. These transactions are beneficial to the normal operation and development of PT Flexlogis Investment, and the lending risks are within the control of the Company and therefore, are not expected to have any adverse impact on the Company's operations, assets or the interests of the Company and its shareholders as a whole. As a safeguard for repayment, the Company has also stipulated protective terms in the Loan Agreements, including but not limited to funds supervision arrangements, to secure safe and effective use of funds.

INFORMATION ON THE BORROWER

PT Flexlogis Investment is a company incorporated in the Republic of Indonesia with limited liability on 16 July 2024, and with a registered share capital of Rp82,523,000,000, and is principally engaged in providing logistics solutions in the Republic of Indonesia. PT Flexlogis Investment and its subsidiary currently hold five warehouses occupying a total land area of approximately 30,000 square meters in Tangerang, Indonesia, which is located close to the capital city Jakarta.

PT Flexlogis Investment is a joint venture of the Group, and is owned as to 48.35%, 0.49% and 51.16% by FLEXLOGIS PRIVATE LIMITED (an indirect wholly-owned subsidiary of the Company), EDA CLOUD Company Limited (a wholly-owned subsidiary of the Company) and Beijing Li Qian Technologies Company Limited ("**Beijing Li Qian**"), respectively. Beijing Li Qian is 100% owned by Hubei Ezhou EDA Cloud Enterprise Management Partnership (Limited Partnership)* (湖北省鄂州市易達雲企業管理合夥企業 (有限合夥)) ("**Ezhou EDA**"). According to the announcement dated 24 April 2025, Ezhou EDA is 49.95% owned by EDA Technology (Ezhou) Company Limited* (易達雲科技(鄂州市)有限公司), a subsidiary of the Company, 49.45% owned by Hubei Guanghe Xinda Enterprise Consulting Company Limited* (湖北省廣合信達企業諮詢有限公司) ("**Guanghe Xinda**") and 0.6% owned by Shenzhen Huigang Technology Company Limited* (深圳市慧港科技有限公司) ("**Shenzhen Huigang**"). Based on publicly available information, Guanghe Xinda is owned as to 66.67% by Ezhou City Changda Industrial Investment Fund of Funds Partnership (Limited Partnership), which is ultimately wholly-owned by the Ezhou State-owned Assets Supervision and Administration Commission (鄂州市人民政府國有資產監督管理委員會) and is owned as to 33.33% by Ezhou City Liangzihu District Innovation Industry Development Fund Partnership (Limited Partnership), which is ultimately owned as to 95.0% by Ezhou City Liangzihu District Finance Bureau (鄂州市梁子湖區財政局) and as to 5.0% by a number of individuals and PRC governmental bodies, respectively. Shenzhen Huigang is 100% owned by Mr. Xing Zhixuan. To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, Guanghe Xinda and Shenzhen Huigang as well as their ultimate beneficial owners are all third parties independent of the Company and its connected persons. For details, please refer to the announcement made by the Company on 24 April 2025.

The following is the unaudited financial information of PT Flexlogis Investment for the period from 1 January 2025 to 31 December 2025 in accordance with HKGAAP:

	Period ended 31 December 2025/ As at 31 December 2025	
	Rp'000	*RMB'000*
	(unaudited)	*(unaudited)*
Revenue	4,107,720	1,766
Loss before tax	(2,771,079)	(1,192)
Loss after tax	(3,181,851)	(1,368)
Total assets	230,782,512	99,236
Net assets	230,397,204	99,071

INFORMATION ON LENDER

The Company, a limited company incorporated in the Cayman Islands, is a leading global artificial intelligence logistics technology service group for e-commerce vendors, empowering the fast-growing B2C export e-commerce industry in the PRC.

LISTING RULES IMPLICATIONS

Pursuant to Rules 14.22 and 14.23 of the Listing Rules, the Company's provision of loans in the aggregate principal amount of RMB8.615 million to PT Flexlogis Investment under the Loan Agreement I is required to be aggregated with the transactions contemplated under the Loan Agreement II, as they constitute transactions of a similar nature with the same party (i.e. PT Flexlogis Investment) within a 12-month period. As one or more of the applicable percentage ratios with respect to the transactions contemplated under the Loan Agreement I and the Loan Agreement II exceed 5% but are less than 25%, the aggregated transactions constitute a discloseable transaction for the Company and are subject to the notification and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

"Board"	the board of Directors
"Company"	EDA Group Holdings Limited (previously named as EDA CLOUD Technology Holdings Limited (易達雲科技控股有限公司)), an exempted company incorporated in the Cayman Islands on 17 September 2020 with limited liability
"Loan Agreements"	the Loan Agreement I and the Loan Agreement II
"Loan Agreement I"	the loan agreement (借款協議) entered into between the Company (as the lender) and PT Flexlogis Investment (as the borrower) on 5 January 2026
"Loan Agreement II"	the loan agreement (借款協議) entered into between the Company (as the lender) and PT Flexlogis Investment (as the borrower) on 2 March 2026
"PT Flexlogis Investment"	PT Flexlogis Investment Indonesia, a company incorporated in the Republic of Indonesia with limited liability and a joint venture of the Group
"Director(s)"	director(s) of the Company
"Group"	the Company and its subsidiaries from time to time
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"HKGAAP"	the Hong Kong generally accepted accounting practice
"RMB"	Renminbi, the lawful currency of the PRC
"Rp"	Indonesian Rupiah, the lawful currency of the Republic of Indonesia
"Shareholder(s)"	shareholder(s) of the Company

"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"%"	per cent.

By order of the Board
EDA Group Holdings Limited
Mr. Liu Yong
Executive Director and Chairman of the Board

Hong Kong, 2 March 2026

As at the date of this announcement, the Board comprises (i) Mr. Liu Yong, Ms. Li Qin and Mr. Cheung Man Yu as executive Directors; (ii) Mr. Zuo Manlun and Mr. Luo Jianfeng as non-executive Directors; and (iii) Mr. Chan Kwok Cheung Kevin, Mr. Ng Cheuk Him and Mr. Wong Ping Yee Natalis as independent non-executive Directors.

* *For identification purpose only.*