

SCANWOLF CORPORATION BERHAD ("SCANWOLF" OR "THE COMPANY")

JOINT VENTURE AGREEMENT BETWEEN SCANWOLF AND YIZE GLOBAL CO. LIMITED

1. INTRODUCTION

The Board of Directors of the Company wishes to announce that SCANWOLF had on 11 November 2025 entered into a Joint Venture Agreement ("**JVA**") with Yize Global Co. Limited ("**Yize Global**") to establish a joint venture company ("**JV Company**"). The JV Company will serve as a platform for both parties to collaborate in manufacturing and trading of flooring products and related materials, as well as engage in the import, export, distribution and installation of flooring products and accessories ("**Proposed Joint Venture**").

(SCANWOLF and Yize Global are referred to individually as the "**Party**" and collectively as the "**Parties**".)

2. INFORMATION OF THE PARTIES

2.1 SCANWOLF

SCANWOLF was incorporated on 13 July 2006 in Malaysia under the Companies Act 1965 and is deemed registered under the Companies Act 2016 as a public company limited by shares. The principal activity of SCANWOLF is investment holding.

The registered address of SCANWOLF is situated at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan and its business address at No. 19, 19A, 19B & 19C, Jalan Pusat Perniagaan Falim 5, Pusat Perniagaan Falim, 30200, Ipoh, Perak.

The Directors of SCANWOLF are: -

1. Dato' Ir. Haji Cheremi Bin Haji Tarman
2. Dato' Seah Ley Hong
3. Dato' Tan Sin Keat
4. Ng Chee Wai
5. Khoo Kien Hoe
6. Lee Pei Fen
7. Teoh Wei Loong
8. Fong Keng Mun

2.2 Yize Global

Yize Global (Business Registration No. 76174588) was incorporated on 29 January 2024 as a private company registered in Hong Kong. Its registered office is situated at Room B10, 7/F, King Yip Factory Building, 59 King Yip Street, Kwun Tong, Hong Kong. The principal activity of Yize Global is trade of building and decoration materials and investment holding.

The sole Director of Yize Global is Li Feng.

3. DETAILS OF THE PROPOSED JOINT VENTURE

3.1 Details of the JV Company

The JV Company has been incorporated on 11 November 2025 in Malaysia under the name mutually agreed between the Parties. The name of the JV Company is "Scanwolf Ecofloors Sdn. Bhd. [Registration No. 202501052641 (1654048-D)]".

The JV Company will primarily be engaged in manufacturing and trading of flooring products and related materials as well as engage in the import, export, distribution and installation of flooring products and accessories.

3.2 Intended issued and paid-up capital of the JV Company

The intended issued and paid-up capital of the JV Company shall be RM1,000,000 comprising 1,000,000 ordinary shares to be paid up by the Parties in accordance with their respective proportion of equity interest in the JV Company as set out below:

Shareholders	Number of ordinary shares	Issued share capital (RM)	% of Equity Interest
SCANWOLF	500,000	500,000	50%
Yize Global	500,000	500,000	50%
Total	1,000,000	1,000,000	100%

3.3 Composition of the Board of the JV Company

The Board of the JV Company shall comprise two (2) directors, consisting of one (1) director to be nominated by SCANWOLF and one (1) director to be nominated by Yize Global.

3.4 Salient terms of the JVA

The salient terms of the JVA are set out in Appendix I of this announcement.

3.5 Liabilities to be assumed

Save for the obligations and liabilities arising from the terms and conditions of the JVA, there are no liabilities, including contingent liabilities and guarantees, to be assumed by the Company arising from the entry into the JVA.

3.6 Source of funding

SCANWOLF will fund its Proposed Joint Venture through internally generated funds.

4. RATIONALE FOR THE PROPOSED JOINT VENTURE

The Proposed Joint Venture is intended to combine the respective strengths and resources of the Parties to enhance their competitiveness in the flooring products industry.

The collaboration will enable both parties to leverage SCANWOLF's manufacturing expertise and market presence in Malaysia together with Yize Global's international trading experience and network. The joint venture is expected to expand market reach, improve operational efficiency through resource sharing and promote product innovation to meet growing demand in both local and regional markets.

5. FINANCIAL EFFECTS OF THE PROPOSED JOINT VENTURE

The Proposed Joint Venture will not have any effect on the share capital and substantial shareholders' shareholdings of the Company.

The Proposed Joint Venture is also not expected to have any material effect on the earnings per share, net assets per share and gearing of the Company for the financial year ending 30 June 2026.

6. RISK FACTORS

The Proposed Joint Venture is subject to the terms and conditions set out in the JVA. The risks related to the Proposed Joint Venture are typical of any commercial contract, including potential breaches and non-performance of obligations under the JVA. The Company does not expect the risk factors to give rise to a material adverse effect on the business, operations and financial performance of the Company.

7. APPROVALS REQUIRED

The Proposed Joint Venture is not subject to the approval of shareholders of SCANWOLF or any other relevant regulatory authorities.

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

None of the Directors and/or major shareholders of SCANWOLF and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Joint Venture.

9. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Joint Venture is expected to be completed by the fourth quarter of 2025.

10. STATEMENT BY DIRECTORS

Having considered all the relevant aspects, including the rationale and benefits of the Proposed Joint Venture and the terms of the JVA, the Board is of the opinion that the Proposed Joint Venture is in the best interest of the Company.

11. PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Joint Venture pursuant to Paragraph 10.02(g) of the Main Market Listing Requirements of Bursa Securities Malaysia Berhad is approximately 7.17%, computed based on the latest audited consolidated financial statements of Scanwolf as at 30 June 2025.

12. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the JVA is available for inspection at the registered office of the Company at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan during normal office hours from Monday to Friday (except public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 11 November 2025.

SALIENT TERMS OF THE JVA

<p>Cooperation Method</p>	<ul style="list-style-type: none"> • SCANWOLF and Yize Global shall equally and severally invest into the JV company a sum of Ringgit Malaysia Five Hundred Thousand (RM500,000) each, respectively totaling Ringgit Malaysia One Million (RM1,000,000) only. The parties shall not constitute a principal-agent relationship; SCANWOLF and Yize Global shall remain independent legal entities. • SCANWOLF and Yize Global shall equally and severally lend to the JV company a sum of Ringgit Malaysia One Million (RM1,000,000.00) each, respectively totaling Ringgit Malaysia Two Million (RM2,000,000) as shareholders' loan. • SCANWOLF and Yize Global shall contribute equally to any future working capital of the JV Company. • All expenses and payments by the JV Company shall have mutual consent of both SCANWOLF and Yize Global. • The JV company shall rent factories from Scanwolf Plastic Industries Sdn. Bhd. for a monthly rate of Ringgit Malaysia Six per square metre (RM6/m2) for the operation of the relevant production. The size of said factory shall be based on the size and requirement of relevant production. • All books, accounting vouchers, and financial records of the JV Company shall be transparent and both Parties shall be able to access all records and documents of the JV Company which will include but not limited to the books, accounting vouchers, and financial records of the JV Company. • All losses and debts of both SCANWOLF and Yize Global shall be separate from those of the JV Company. • SCANWOLF and Yize Global, based on the principle of equality and mutual benefit, resource sharing, and risk sharing, shall jointly operate the JV Company with the intention of maximising their common interests. • Yize Global shall be responsible for the operations and sales of the JV Company. • Both SCANWOLF and Yize Global shall be entitled to appoint respective one (1) representative as director of the JV company.
<p>Rights and Obligations</p>	<ul style="list-style-type: none"> • The Parties shall deposit the above-mentioned Ringgit Malaysia Three Million (RM3,000,000) only or any other sum as may be agreed in writing by the Parties mutually as working capital in the JV Company.

Intellectual Property	<ul style="list-style-type: none"> • All intellectual property, including registered trademarks, patents, company names, and other intellectual property owned by SCANWOLF are the exclusive property of SCANWOLF. Without prior written permission from SCANWOLF, Yize Global shall not use SCANWOLF's registered trademarks, patents, company names, or any other intellectual property held by SCANWOLF. • Yize Global shall be wholly responsible for all patent matters relating to or arising from locking technology of the JV Company.
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