1. INTRODUCTION

The Board of Directors ("**Board**") of Zetrix AI Berhad ("**Zetrix AI**" or "**the Company**") wishes to announce that the Company had on 1 September 2026 entered into a Share Purchase Agreement ("**the Agreement**") with Next Lion Limited ("**Next Lion**") in relation to the purchase of 15,253,893 ordinary shares in MYEG Ventures Inc. ("**MYEG Ventures**") ("**the Shares**") for a consideration price of Ringgit Malaysia One Hundred and Thirty Million (RM130.0 million) ("**Purchase Consideration**") ("**Proposed Acquisition**")

2. INFORMATION ON MYEG VENTURES AND NEXT LION

2.1 Information on MYEG Ventures

MYEG Ventures is a corporation duly organised and existing under and by virtue of the laws of Philippines and is principally involved in the business of information technology service provider.

As at the date of this announcement, the Directors and shareholders of MYEG Ventures are as follows:

Directors
Jaime Enrique Y. Gonzalez
Shennan A. Sy
Benjamin Low Ewe Ee
Tan Kai Jie
Ronald Allan Aquino

Shareholders
IPVG Employees, Inc (9.4%)
Derrick Chiongbian (8.9%)
Shennan A. Sy (9.4%)
IP Ventures, Inc. (16.0%)
Kaikaku Fund, K.P. (6.3%)
Next Lion Limited (50.0%)

MYEG Ventures holds a 60% shareholding in MYEG Philippines, Inc., an associate company of Zetrix AI. Upon the completion of the Proposed Acquisition, MYEG Philippines, Inc. will become a subsidiary of Zetrix AI.

2.2 Information on Next Lion

Next Lion is a private limited company incorporated under the laws of the British Virgin Islands and is principally involved in the business of investment holdings.

As at the date of this announcement, the Director and shareholder of Next Lion are as follows:

Name	Position	Percentage
Yap Shon Leong	Director/Shareholder	100%

3. PURCHASE CONSIDERATION

3.1 Mode of settlement of the Purchase Consideration

The Purchase Consideration will be satisfied via cash and the issuance of up to 360,570,558 ordinary shares ("**Consideration Shares**") of Zetrix AI.

3.2 Basis and justification of the Purchase Consideration

The Purchase Consideration was arrived based on a "willing buyer-willing seller" basis after taking into consideration:

i) the potential market size in the Philippines for Zetrix AI to rollout new services related to its blockchain and Artificial Intelligence ("**AI**") platform such as ZTrade, Digital Identity Verifier and Avatar AI;
ii) the increase in the economic potential pursuant to the signing of a Memorandum of Understanding signed between three entities, namely MYEG Philippines, Inc., My Blockchain Infrastructure Sdn. Bhd., which is a Zetrix AI joint venture with Malaysia's National Research & Development Agency MIMOS Berhad, and the Department of Information and Communications Technology of the Philippines ("**DICT**"), to establish a collaboration that seeks to, among other objectives, implement and operationalise the public blockchain infrastructure of the Philippines based on Zetrix protocol with DICT;
iii) the strategic value of MYEG Philippines, Inc., which is currently an associate company, will be a majority owned subsidiary subsequent to the Proposed Acquisition; and
iv) the future earnings potential and growth prospects as well as its potential to contribute positively to the future earnings of Zetrix AI as existing transaction volume continues to increase.

3.3 Basis of determining the issue price of the Consideration Shares

The issue price of Zetrix AI's ordinary shares would be determined at a later date.

3.4 Ranking of the Consideration Shares

The Consideration Shares shall, upon allotment and issue, rank equally in all respects with the then existing ordinary shares of the Company, save and except that they shall not be entitled to any dividends, rights, allotments and/or any other forms of distribution which many be declared, made or paid to the shareholders of the company, the entitlement date of which is before the date of allotment and issuance of the Consideration Shares.

3.5 Listing of and quotation for the Consideration Shares

An application will be made to Bursa Malaysia Securities Berhad ("**Bursa Securities**") for the listing of and quotation for the Consideration Shares on the Main Market of Bursa Securities.

3.6 Source of funding

The cash balance of the Purchase Consideration, if required, would be funded by internally generated funds.

4. SALIENT TERMS OF THE AGREEMENT

4.1 Conditions Precedent

The obligation of Next Lion to sell, and the obligation of Zetrix AI to purchase the shares, pursuant to the Agreement is conditioned upon and subject to the fulfilment of all of the following conditions precedent (each a "**Closing Condition**"), unless waived in writing by Zetrix AI with respect to the Closing Conditions, or by the Next Lion with respect to the Closing Conditions of the Agreement on or before the Completion on each disbursement:

(a) Conditions Required of Next Lion

(i) Next Lion shall have delivered to Zetrix AI the following:
1. Original stock certificates evidencing the Shares in the name of Next Lion;
2. The duly executed and notarized Deed of Absolute Sale;
3. Irrevocable proxy from Next Lion in favor of Zetrix AI, with full power and authority to represent and vote the Shares being transferred by Next Lion;
4. The latest Audited financial statement of MYEG Ventures;
5. Latest management account of MYEG Ventures;

(ii) Next Lion's representations and warranties set forth in the Agreement on completion date with the same effect as though such representations and warranties had been made on and as of such date and Next Lion shall have performed and complied with, in all material respect, the covenants and obligations required by the Agreement to be so performed and complied with by Next Lion at or before completion.

(iii) Next Lion had settled all the advances from MYEG Ventures to Next Lion, if applicable.

(iv) MYEG Ventures or Next Lion had settled all the advances due to related parties by MYEG Ventures, if any.

(b) Conditions Required of Zetrix AI

(i) Zetrix AI shall have paid, and Next Lion shall have received, the full amount indicated in the Agreement.

(ii) Zetrix AI's representations and warranties are true and correct on the completion date with the same effect as though such representations and warranties had been made on and as of such date and Zetrix AI shall have performed and complied with, in all material respect, the covenants and obligations required by the Agreement to be so performed and complied with by Zetrix AI at or before completion date.

(iii) The duly executed and notarized Deed of Absolute Sale.

(c) Other Closing Conditions.

(i) No material adverse change in the business, assets, liabilities or financial position of MYEG Ventures shall have occurred, or be reasonably likely to occur.

(ii) No order, statute, rule, regulation, executive order, injunction, stay, decision, decree, or restraining order, which shall be or remain effective and subsisting as of each Completion Date, shall have been issued, enacted, entered, promulgated, or enforced by any government authority that prohibits, restricts or makes illegal or unenforceable the sale to and purchase by Zetrix AI of the shares or the continuation of the business of MYEG Ventures.

5. RATIONALE AND BENEFIT OF THE PROPOSED ACQUISITION

The Proposed Acquisition is intended to strengthen the Company and its subsidiaries (collectively referred to as "**the Group**") strategic blueprint and support its expansion into the Philippines. The Proposed Acquisition will provide the Group with an opportunity to establish and enhance its presence in the Philippine market, broaden its business operations and customer base, and create a stronger platform for future growth in the region.

The Proposed Acquisition is also expected to complement the Group's existing business strategies and facilitate the implementation of its long-term expansion plans in the Philippines.

6. RISK FACTORS

6.1. Non-completion risk

The completion of the Proposed Acquisition is subject to various terms and conditions under the Agreement. Failure to fulfil and/or obtain a waiver for any conditions precedent in the Agreement within the stipulated timeframe may result in the Agreement being terminated. There can be no assurance that such conditions precedent will be fulfilled or waived within the timeframe stipulated in the Agreement.

Notwithstanding the above, the Company will take all reasonable steps to ensure the fulfilment of the conditions precedent, including obtaining approvals required which are within its control, for the purpose of completing the Proposed Acquisition.

6.2. Investment Risk

The Proposed Acquisition is expected to contribute positively to the future earnings of the Group. However, there is no assurance that the anticipated benefits from the investment will be realised or that the Company will be able to generate sufficient returns from the Investment to offset the associated cost of investment. Nevertheless, the Board has exercised due care in evaluating the potential risks and benefits associated with the Proposed Acquisition and believes that the Proposed Acquisition which provide an avenue to the Group to broaden its product offerings will be value accretive to the Group.

6.3. Business Risk

There is no assurance that there will be no future change in the regulatory environment which could adversely affect MYEG Venture's operations. Notwithstanding the foregoing, the Company will adopt a proactive approach in monitoring any development in the economic and regulatory environment in Malaysia and will seek the necessary professional advice to mitigate any risk arising from such changes.

Although the Board endeavours to mitigate such risks through the practice of efficient operating procedures and prudent financial management, there is no assurance that the occurrence of such risks would not affect the financial performance of the Group.

7. ASSUMPTION OF LIABILITIES

Save for the obligations and liabilities in and arising from, pursuant to or in connection with the Agreement, there are no liabilities (including contingent liabilities and/or guarantees) to be assumed by the Company as a result of the Proposed Acquisition.

8. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

8.1. Share Capital

The effect of the Proposed Acquisition on the issued and paid-up share capital of the Company are as follows:

	Number of Shares	**RM**
Issued share capital as at 1 September 2026	8,058,130,141 (inclusive of 180,898,600 treasury shares)	1,473,124,818.88
To be issued pursuant to the Proposed Acquisition	360,570,558	To be determined based on 5-days volume-weighted average price prior to the issuance date
Enlarged issued share capital after the completion of the Proposed Acquisition	8,418,700,699	To be determined prior to the issuance date

8.2. Substantial shareholders' shareholdings

The effect of the Proposed Acquisition on the substantial shareholders' shareholding of the Company are as follows:

	Before Proposed Acquisition				**After Proposed Acquisition**			
	Direct		**Indirect**		**Direct**		**Indirect**	
	No. of Shares	**%(1)**	**No. of Shares**	**%(1)**	**No. of Shares**	**%(1)**	**No. of Shares**	**%(1)**
Wong Thean Soon	1,096,640,169	13.92	1,070,215,716	13.59(2)	1,096,640,169	13.31	1,070,215,716	12.99(2)
Asia Internet Holdings Sdn. Bhd.	1,070,215,716	13.59	-	-	1,070,215,716	12.99	-	-

Notes:
(1) Excluding 180,898,600 ordinary shares bought back by the Company and retained as treasury shares.
(2) Deemed interested by virtue of Section 8(4)(c) of the Companies Act 2016 via his interest in Asia Internet Holdings Sdn. Bhd.

8.3. Net assets per share and gearing

The Proposed Acquisition is expected to contribute positively to the net assets per share and will not have any material impact on the gearing of the Company for the financial year ending 31 December 2026.

8.4. Earnings per share ("**EPS**")

The Proposed Acquisition is expected to contribute positively to the EPS of the Company for the financial year ending 31 December 2026 onwards.

9. HIGHEST PERCENTAGE RATIO

The highest percentage ratio applicable to the transactions in relation to the above pursuant to Rule 10.02(g) of the Main Market Listing Requirements of Bursa Securities is 4.56% based on the number of shares to be issued as Purchase Consideration to the Proposed Acquisition, compared with the total number of shares currently in issue (excluding treasury shares).

10. APPROVALS REQUIRED

The Proposed Acquisition is not subject to the approval of shareholders and any other relevant authorities and is not conditional upon any other corporate exercise undertaken or to be undertaken by the Company.

11. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/ OR PERSONS CONNECTED TO THEM

None of the directors and major shareholders of Zetrix AI and/or persons connected to them have any interest, direct or indirect in the Proposed Acquisition.

12. DIRECTORS' STATEMENT

The Board, having reviewed and considered the terms and conditions of the Agreement, is of the opinion that the Agreement is in the best interest of the Company and the terms and conditions of the Agreement are fair, reasonable and on terms that are not detrimental to the interest of the shareholders of the Company.

13. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Acquisition shall be completed on the date as mutually determined by the Company and Next Lion, falling no later than three (3) months from all the Conditions Precedent are fulfilled.

14. DOCUMENT FOR INSPECTION

A copy of the Agreement is available for inspection during normal business hours from 9.00 am to 5.00 pm from Monday to Friday (excluding public holidays) at the registered office of the Company at E10-4, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur, W.P. Kuala Lumpur, for a period of three (3) months from the date of this announcement.

This announcement is dated 1 September 2026.