



KTL GLOBAL LIMITED

(Incorporated in the Republic of Singapore under Registration Number 200704519M)

ENTRY INTO LOAN AGREEMENT

1. INTRODUCTION

The Board of Directors (the "**Board**" or "**Directors**") of KTL Global Limited (the "**Company**") wishes to announce that the Company has on 11 November 2021 entered into a loan agreement (the "**Loan Agreement**") with Mr Chin Teck Oon ("**Mr Chin**" or the "**Lender**"). Pursuant to the Loan Agreement, the Lender has agreed to grant an unsecured loan up to S\$1,500,000 with interest of 2% per annum for a term of 3 years (the "**Loan**") to the Company, subject to the terms and conditions set out in the Loan Agreement. The Loan will be used for general working capital.

1. INTERESTED PERSON TRANSACTION

Mr Chin is the Group Chief Executive Officer and executive director of the Company. As at the date of this announcement, Mr Chin has a direct interest in an aggregate of 38,000,000 ordinary shares in the capital of the Company representing approximately 12.04% of the entire issued share capital of the Company. Pursuant to Chapter 9 of the Listing Manual (the "**Listing Manual**") of the Singapore Exchange Securities Trading Limited ("**SGX-ST**"), Mr Chin falls under the definition of an interested person and the provision of the Loan to the Company constitutes an interested person transaction ("**IPT**").

However, pursuant to Rule 905(3) of the Listing Manual, the Company is not required to obtain the approval of its shareholders for the Loan.

2. PRINCIPAL TERMS OF THE LOAN AGREEMENT

The principal terms of the Loan Agreement are summarised as follows:

Principal Amount	:	Up to S\$1,500,000
Maturity Date	:	The Loan shall be due and payable on the date falling 36 months from the date of the Loan Agreement (the " Maturity Date ")
Interest	:	2% per annum is chargeable on the Loan
Repayment	:	The Loan shall be repaid in full on the Maturity Date.
Early Repayment	:	The Company may at any time after drawdown of the Loan make partial or full repayment of the principal and interest amounts outstanding.

Conditions : Subject to such waivers as may be granted by the Lender, the obligation of the Lender to make available the Loan is subject to:

- (a) on or prior to the first drawdown, there having been delivered to the Lender, in such form and substance satisfactory to the Lender acting reasonably, and certified on or dated, as the case may be, on the date of the first drawdown, certified true copies of the resolutions of the board of directors of the Borrower approving the Borrower's entry into the Loan Agreement and the transactions contemplated hereunder; and
- (b) the Lender occupying the position of Group Chief Executive Officer ("**Group CEO**") of the Borrower at the time of drawdown. For avoidance of doubt, in the event that the Lender ceases to be Group CEO, the Loan Agreement shall automatically terminate and there will be no further drawdown of the Loan. In addition, any and all amounts advanced under the Loan shall be repaid forthwith.

3. STATEMENT BY BOARD AND AUDIT COMMITTEE

The Board and the Audit Committee of the Company have reviewed the above IPT and are of the view that the IPT is not prejudicial to the interests of the Company and its minority shareholders.

4. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed herein, none of the directors or substantial shareholders of the Company has any interest (other than their respective shareholding in the Company), direct or indirect, in the transactions set out in this announcement.

5. DOCUMENTS FOR INSPECTION

A copy of the Loan Agreement may be inspected at the correspondence office of the Company in Singapore at 18 Boon Lay Way, #10-139, Tradehub 21, Singapore 609966 during normal business hours for a period of three (3) months from the date of this announcement.

6. DIRECTORS' RESPONSIBILITY STATEMENT

The Board collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the transactions set out in this announcement and the Group, and the Board is not aware of any facts the omission of which would make any statement in this announcement misleading.

Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Board has been

to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

By Order of the Board

Chin Teck Oon
Executive Director
12 November 2021