

**APPENDIX I**  
**(Acquisition I)**

---

Pursuant to the terms of the Sale and Purchase of Shares Agreement dated 2 November 2016 for Acquisition I (“**Idealseed SPA**”), the Idealseed Vendors, i.e. Tan Wah Choy and Wong Siam Hong had provided a guarantee that the audited PAT of Idealseed for the financial years ended 30 April 2017 (“**FYE 2017**”) and 30 April 2018 (“**FYE 2018**”) in aggregate total shall not be less than RM2,250,000.00 (“**Idealseed Guaranteed Profit**”) comprising the following:

For the FYE 2017	RM1,000,000.00
For the FYE 2018	RM1,250,000.00
<b>Idealseed Guaranteed Profit</b>	<b>RM2,250,000.00</b>

The Board of Directors of TDEX wishes to announce that Idealseed did not meet the Idealseed Guaranteed Profit. Details of the shortfall in the Idealseed Guaranteed Profit is set out below:

	<u>Amount (RM)</u>
The Audited PAT for the FYE 2017	1,037,283.00
The Audited PAT for the FYE 2018	861,264.00
<b>Aggregate Audited PAT</b>	<b>1,898,547.00</b>
 <b>Idealseed Guaranteed Profit</b>	 <b>2,250,000.00</b>
 <b>Profit Shortfall</b>	 <b>351,453.00</b>

Pursuant to the Idealseed SPA, Idealseed Vendors shall be liable to and shall pay to TDEX the Profit Shortfall within 7 days of receipt of the notification on the Profit Shortfall from TDEX (“**Idealseed Notice**”).

TDEX has on 5 November 2018 served the Idealseed Notice and Idealseed Vendors has agreed to pay TDEX the Profit Shortfall within 7 days of receipt of the Idealseed Notice.