

Type	ANNOUNCEMENT
Subject	OTHERS
Description	NEXTGREEN GLOBAL BERHAD (“NEXTGREEN” OR “THE COMPANY”) - COMMERCIAL DISTRIBUTION AGREEMENT BETWEEN NEXTGREEN FERTILIZER SDN. BHD. (A WHOLLY-OWNED SUBSIDIARY OF NEXTGREEN GLOBAL BERHAD) AND PADI GLOBAL SDN. BHD.

1. Introduction

The Board of Directors of Nextgreen wishes to announce that Nextgreen Fertilizer Sdn. Bhd. (“**NGF**”), a wholly-owned subsidiary of the Company, had on 13 November 2025 entered into a Commercial Distribution Agreement (“**Agreement**”) with Padi Global Sdn. Bhd. (“**PGSB**”). Pursuant to the Agreement, PGSB is appointed as the non-exclusive distributor of NGF’s organic fertilizer products, namely NexBooster™ and NexCompost® (“**Products**”), for sale and distribution within the Northern region of Peninsular Malaysia, covering the states of Perak, Pulau Pinang, Kedah and Perlis (“**Territory**”).

(NGF and PGSB shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”).

2. Information on the Parties

2.1 NGF

NGF is a private limited company incorporated in Malaysia on 12 June 2017. It is a wholly-owned subsidiary of Nextgreen. Its principal activity is the manufacturing and supply of organic fertilizers under the brands NexBooster™ and NexCompost®.

2.2 PGSB

PGSB is a private limited company incorporated in Malaysia on 19 August 2025. Its principal activity is paddy cultivation, established to expand the founder’s previous sole proprietorship business beyond Kedah. PGSB is supported by the founder’s extensive experience and established network of paddy farmers.

3. Salient Terms of Agreement

The Agreement become effective upon acceptance of the first purchase order and shall remain in force for a period of one (1) year, with an option for renewal and extended upon mutual written agreement between the parties (“**Term**”).

NGF as the supplier of Products

- (a) NGF agrees to supply the Products to PGSB and PGSB agrees and undertakes that the purchase quantities of the Products shall be up to 10,000 metric tonnes of NexBooster™ and up to 5,000 metric tonnes of NexCompost® per annum.
- (b) NGF further agrees to supply the Products to PGSB in accordance with the terms and conditions of the Agreement for the duration of the Term.
- (c) For the duration of the Term, NGF shall supply the Products to PGSB in response to the orders received by NGF from PGSB.
- (d) The Parties agree that all Products purchased and sold under the Agreement shall be on a joint-labelling basis. The packaging of the Products shall include NGF and PGSB names, brandings, logos and trademarks.

- (e) The Parties shall be responsible for providing all necessary specifications for trademarks, logos, labelling, and other desired product graphics, labelling and packaging requirements.
- (f) All Products purchased and sold under the Agreement shall conform to the specifications set out in the Agreement.
- (g) Notwithstanding anything contained in the Agreement, PGSB warrants that it will submit any and all orders for the Products to NGF during the Term.

Appointment of PGSB as non-exclusive distributor

- (a) Subject to all terms and conditions of the Agreement, NGF hereby appoints PGSB as its non-exclusive distributor of the Products within the Territory, and subject to availability, agrees to sell the Products to PGSB for sale and distribution within the Territory during the Term of the Agreement.
- (b) PGSB agrees and accepts its appointment as the non-exclusive distributor of the Products for sale and distribution within the Territory for the Term of the Agreement.
- (c) PGSB shall distribute the Products within the Territory. The non-exclusive distributor of the Products shall mean the non-exclusive distribution rights of the Products and the includes undertaking the tasks of selling, distributing and promoting of the Products in the Territory.
- (d) PGSB may appoint sub-distributors or agents to act on its behalf for the sale and distribution of the Products within the Territory.

4. Rationale of the Agreement

The Agreement with PGSB forms part of NGF's broader initiative to promote sustainable farming solutions within Malaysia's paddy sector. Under this collaboration, the parties will introduce the NexBooster™ liquid bio-fertilizer for use in large-scale paddy cultivation across the northern region.

The initiative supports national efforts to strengthen food security and aligns with Nextgreen's long-term objective of fostering a circular bio-economy through the conversion of biomass waste into high-value agricultural inputs.

5. Source of Funds

The sales and operational obligations under the Agreement will be funded through internal generated fund.

6. Financial Effects

The Agreement is not expected to have any material effect on the earnings per share, net assets per share, gearing, share capital and substantial shareholders' shareholdings of the Company for the financial year ending 31 December 2025.

Barring any unforeseen circumstances, the Agreement is expected to contribute positively to the Company's consolidated earnings per share and net assets per share in the future.

7. Risk Factors

The Company does not foresee any exceptional risk other than the normal operational risks associated with collaborations with strategic partners. The Board believes that the experience and expertise of its management team will enable the Company to mitigate these risks effectively.

8. Directors' and/or Substantial Shareholders' Interest

None of the Directors and substantial shareholders of the Company and/or persons connected to them have any interest, direct or indirect, in the Agreement.

9. Statement by Directors

The Board of Directors of the Company, having considered all aspects of the Agreement is of the opinion that the Agreement is in the best interest of the Company and are aligned with the Group's business expansion strategy.

10. Approval Required

The Agreement does not require the approval of shareholders of the Company and any relevant regulatory authority.

11. Document Available for Inspection

A copy of the Agreement is available for inspection at the registered office of the Company at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur between 9.00 a.m. and 5.00 p.m. on weekdays (except public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 13 November 2025.