

HWGG Entertainment Limited

Wisma Ho Wah Genting,
No. 35 Jalan Maharajalela,
Kuala Lumpur 50150,
Malaysia.

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ongkt@hwgg.com.my

Supplement Disclosure for Entry into a Material Definitive Agreement and Completion of Acquisition:

On April 27, 2026, HWGG Entertainment Limited (the “Company”, “we” or “our”) entered into and closed a Stock Purchase Agreement (the “Purchase Agreement” and, the transactions contemplated thereby, the “Transaction”), by and among Lim Eng Hui, Duxton Lim Yee Cheng and Lim Yi Chin (the “Sellers”), and the Company. The Transaction contemplated the acquisition by the Company of the 100% ownership collectively owned by the Sellers in Dimex Sdn. Bhd., a corporation organized under the laws of Malaysia, for a total consideration of MYR249.00 (Malaysian Ringgit Two Hundred and Forty-Nine Only).

The foregoing description of the Purchase Agreement and the Transaction does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement, which is filed as Exhibit 2.1 hereto and incorporated herein by reference. The representations, warranties and covenants in the Purchase Agreement were made solely for the benefit of the parties to the Purchase Agreement for the purpose of allocating contractual risk among those parties, and do not establish these matters as facts. Investors should not rely on the representations, warranties and covenants as characterizations of the actual state of facts or condition of the Company or its respective subsidiaries or affiliates.

Certification:
May 4, 2026

/s/ Mok Lip Bin
Mok Lip Bin
Chief Executive Officer

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “Agreement”) dated as of 28th of April , 2026 by and between HWGG Entertainment Limited, a Nevada Corporation, having the address of Wisma Ho Wah Genting, No. 35, Jalan Maharajalela, 50150 Kuala Lumpur, Malaysia (the “Purchaser”), and the persons whose names are set forth on the signature page to this Agreement (the “Sellers”),

RECITALS

WHEREAS, the Sellers collectively own Two Fifty Thousand And One Hundred (250,100) shares of Common Stock (collectively, the “Shares”) of Dimex Sdn. Bhd., a corporation organized under the laws of Malaysia (the “Company”), attached hereto as Schedule A shows the detailed ownership of Shares by each Seller.

WHEREAS, pursuant to the terms and conditions of this Agreement, each Seller’s desire to sell, and Purchaser’s desire to purchase, One Hundred Percent (100%) of the Company capital stock (breakdown of the Shares are disclosed in Schedule A.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, at the Closing (i) each of Sellers listed on Schedule A shall sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser shall accept and purchase the Shares and any and all rights in such Shares to which each Seller is entitled as set forth on Schedule A, and by doing so each Seller shall be deemed to have assigned all of his right, title and interest in and to the Shares to Purchaser. Such sale of the Shares shall be evidenced by stock certificates, duly endorsed in blank or accompanied by stock powers duly executed in blank or other instruments of transfer in form and substance reasonably satisfactory to Purchaser, and (ii) in exchange for the transfer of Shares by Sellers, Purchaser will sell, convey, transfer and assign to Sellers, and Sellers will purchase and accept from Purchaser, RM0.001 per share or total amount of Ringgit Malaysia Two Hundred And Forty Nine Only (RM249.00) (“Consideration Price”). Upon the payment of the Consideration Price, One Hundred Percent (100%) of capital stock of the Company shall be held by Purchaser.

2. Closing; Deliveries. The closing of the purchase and sale of the Shares shall occur upon the transfer of the Company capital stock to the Purchaser (the “Closing”).

2.1 Deliveries by the Sellers. At the Closing, Sellers shall deliver, or cause to be delivered to the Purchaser:

(a) stock certificates evidencing the Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank, or other instruments of transfer in form and substance

reasonably satisfactory to Purchaser, including any required attestations regarding the signatures or other evidence of the authority of the Sellers to transfer the Shares;

(b) any documentary evidence of the due recordation in the Company's share register of Purchaser's full and unrestricted title to the Shares; and

(c) all of the Company's books and records, including but not limited to, the Company's internal financial statements for the period since incorporation of the Company through the date hereof, in a form which will be auditable by the Purchaser's independent accountants.

2.2. Right to Terminate. This Agreement may be terminated at any time prior to the Closing Date as follows:

(a) by mutual written consent of the Sellers and Purchaser; or

(b) by either or both of the Sellers or Purchaser if Closing shall not have occurred on or before 45 calendar days after the date hereof; provided, however, that the right to terminate this Agreement shall not be available to such Party if the material breach by such Party of this Agreement shall have been the principal cause of the failure of Closing to occur on or prior to such date.

3. Conduct Prior to Closing. From the date of this Agreement until the earlier of Closing or the termination of this Agreement, except as (i) otherwise expressly required or provided herein, (ii) consented to in writing by the Purchaser in advance, which decision regarding consent shall be made promptly and which consent shall not be unreasonably withheld, conditioned or delayed, Sellers shall cause the Company and to:

(a) conduct its business in the Ordinary Course of Business in substantially the same manner as heretofore conducted and use reasonable efforts to preserve its business organization intact and maintain its existing relations and goodwill with customers, suppliers, creditors, lessors, employees, and business associates;

(b) maintain its books of account and records consistent with its past practice in all material respects;

(c) not (i) amend its organizational documents other than amendments which are ministerial in nature; (ii) split, combine or reclassify its outstanding share capital; or (iii) repurchase, redeem, or otherwise acquire any shares of its share capital or any securities convertible into or exchangeable or exercisable for any shares of its share capital;

(d) not declare or pay any dividends on or make other distributions in respect of any of its share capital;

(e) with respect to any present or former, director, officer or employee of the Company, not (i) enter into any employment or severance agreements or arrangements (except as may be required by the terms of any employment agreements existing on the date hereof or by applicable

law), (ii) increase compensation or benefits (except for increases in salary or hourly wage rates, in the ordinary course of business consistent with past practice), (iii) loan or advance any money or other property;

(f) not issue, sell, or dispose of any shares of, or securities convertible into or exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of its share capital;

(g) not incur any indebtedness; and

(h) not sell, assign, lease, license, allow to expire or lapse, encumber or otherwise dispose of any of its properties and assets, other than (i) the sale of inventory or (ii) the disposition of used or excess equipment.

4. Representations and Warranties of Sellers. As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated herein, the Sellers jointly and severally, represent and warrant to Purchaser as follows:

4.1 Authority. Each Seller has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform his obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with the terms hereof.

4.2 Ownership. Each Seller is the sole record and beneficial owner of the Shares set forth next to his name on Schedule A, has good and marketable title to their Shares, free and clear of all Encumbrances (hereafter defined), other than applicable restrictions under applicable securities laws. Each Seller has full legal right and power to sell, transfer and deliver such Shares to Purchaser in accordance with this Agreement. Upon the Closing, Purchaser will receive good and marketable title to such Shares, free and clear of all Encumbrances, other than restrictions imposed pursuant to any applicable securities laws and regulations. There are no stockholders' agreements, voting trust, proxies, options, rights of first refusal or any other agreements or understandings with respect to the Shares.

4.3 Valid Issuance. All of the Shares are duly authorized, validly issued, fully paid and non-assessable, and were not issued in violation of any preemptive or similar rights.

4.4 No Conflict. None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (i) any instrument, contract or agreement to which any Seller, is a party or by which any Seller, or the Company is bound, or to which the Shares are subject; or (ii) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to any Seller, the Company or the Shares.

4.5 No Consent. No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by Seller of any of the transactions on Seller's part contemplated under this Agreement.

4.6 No Other Interest. None of the Sellers nor any of their respective Affiliates has any interest, direct or indirect, in any shares of common stock or other equity in the Company or has any other direct or indirect interest in any tangible or intangible property which the Company uses or has used in the business conducted by the Company, or has any direct or indirect outstanding indebtedness to or from the Company, or related, directly or indirectly, to its assets, other than the Shares.

4.7 Capitalization. The Company has a total of issued and outstanding of 100,100 shares at RM1.00 per share (the "Issued and Outstanding Common Stock"). The Issued and Outstanding Common Stock has been duly authorized, issued, fully paid and nonassessable, free and clear of all liens, charges, pledges, security interests, encumbrances, right of first refusal, preemptive right or other restriction. No person, firm or corporation has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require the Company to issue any shares of its common stock or preferred stock or to convert any securities of the Company into shares of common stock or preferred stock of the Company.

4.8 Title to Property. The Company owns all right, title and interest in and to all of its respective properties and assets, including intangibles, free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever and has taken all steps necessary or otherwise required to perfect and protect its rights in and to their respective properties and assets, including intangibles.

4.9 Registration/Anti-Dilution Rights. The Company is not a party to or bound by any agreement or understanding granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; no person has a right to purchase or acquire or receive any equity or debt security of the Company.

4.10 Litigation. There are no actions, suits, proceedings, judgments, claims or investigations pending or threatened by or against the Company or affecting the Company, or their respective properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. There has been no default by the Company with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality and no event has occurred that with notice or the passage of time would become a default.

4.11 Liabilities. There are no trade payables, professional fees, accrued expenses, liabilities, obligations or commitments which the Company would be required to accrue or reflect in its financial statements as of the date hereof, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability or debt. The Company is not a guarantor of any indebtedness of any other person, firm or corporation.

4.12 Tax Returns. The Company has timely filed all state, federal or local income and/or franchise tax returns required to be filed by it from inception to the date hereof. Each of such income tax returns reflects the taxes due for the period covered thereby. All taxes of the Company which are (i) shown as due on such tax returns, (ii) otherwise due and payable or (iii) claimed or asserted by any taxing authority to be due, have been paid, except for those taxes being contested in good faith and for which adequate reserves have been established in the financial statements included in the financial statements. There are no liens for any taxes upon the assets of the Company, other than statutory liens for taxes not yet due and payable. There are no proposed or threatened tax claims or assessments against the Company. The Company's tax returns for the year ended December 31, 2025 shall be substantially in the form as previously provided to the Purchaser by the Sellers.

4.13 Books and Records. The books and records, financial and otherwise, of the Company are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

4.14 Shareholder List. The Sellers have delivered to the Purchaser a true and correct copy of the shareholders list (the "Shareholders List") of the Company as of the day preceding the date hereof. The Shareholder's List identifies all holders of common stock of the Company.

4.15 Compliance with Laws and Court Orders. The Company complies with all laws to which the Company or its respective assets are or were subject. The Company has not received any notice from any governmental authority or any other person regarding any actual, alleged, possible or potential violation of, or failure to comply with, or liability under any applicable law or order.

4.16 Full Disclosure. No representation or warranty of such Seller to the Purchaser in this Agreement omits to state a material fact necessary to make the statements herein, in light of the circumstances in which they were made, not misleading.

4.17 Existence and Power. The Company is: (i) duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) duly qualified to do business and in good standing in each jurisdiction set in which the Company is required to be so qualified, and (iii) has all powers and has and is in compliance with all licenses, authorizations, permits, certificates consents and approvals issued by a governmental authority (collectively, "**Permits**"), in each case, required to own, operate and lease its properties and assets and to carry on its business, all of which Permits are valid and in full force and effect. The Seller has delivered to the Purchaser true, complete and correct copies of the organizational documents of the Company and, as currently in effect and reflecting any and all amendments thereto through the Closing. Such organizational documents are in full force and effect and the Company is not in violation of any provision thereof. The Company's directors and shareholders have taken all action required to authorize all prior actions by the Company.

4.18 Contracts:

- (a) The Company does not have any written or oral contracts;

(b) The Company has not given any revocable or irrevocable power of attorney to any person, firm or corporation for any purpose whatsoever; and

(c) The Company is not in default, nor is there any known basis for any claim of default, under any contracts or commitments made or obligations owed by the Company. The Company does not have any knowledge of any breach or anticipated breach by the other party to any contract or commitment to which the Company is a party.

4.19 Financial Statements. The Company's financial statements fairly represent the financial position of Company as of the dates of the balance sheets included in the financial statements and the results of its operations for the periods indicated.

4.20 Employees. The Company has four employees.

4.21 Intellectual Property. There is no trade names, trademarks, service marks, and other intellectual property and their registrations, owned by Company or in which it has any rights or licenses. Neither Corporation nor any Subsidiary has infringed, or is now infringing on any trade name, trademark, service mark or copyright belonging to any other person, firm, or corporation. The Company owns, or holds adequate licenses or other rights to use, all trademarks, service marks, trade names and copyrights necessary for the business as now conducted.

5. Representations and Warranties and Covenants of Purchaser. As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated herein, Purchaser represent and warrant to Sellers as follows:

5.1 Organization and Qualification. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

5.2 Authorization; No Restrictions, Consents or Approvals. Purchaser has full power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed by Purchaser and constitutes the legal, valid, binding and enforceable obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The execution and delivery of this Agreement and the consummation by Purchaser of the transactions contemplated herein do not and will not on the Closing (A) conflict with or violate any of the terms of the articles of incorporation and bylaws of Purchaser or any applicable law relating to Purchaser, (B) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any material agreement, obligation or instrument by which Purchaser is bound or to which any property of Purchaser is subject, or constitute a default thereunder, other than those material agreements, obligations or instruments for which Purchaser has obtained consent for the transactions contemplated under this Agreement, (C) result in the creation or imposition of any lien on any of the assets of Purchaser, (D) constitute an event permitting termination of any material agreement or instrument to which Purchaser is a party or by which any property or asset of Purchaser is bound or affected, pursuant to the terms of such agreement or instrument, other than those material agreements or instruments for which Purchaser has obtained consent for the transactions contemplated under this Agreement, or (E) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of,

any license, permit or other governmental authorization to which Purchaser is a party or by which Purchaser may be bound, or result in the violation by Purchaser of any laws to which Purchaser may be subject, which would materially adversely affect the transactions contemplated herein. No authorization, consent or approval of, notice to, or filing with, any public body or governmental authority or any other person is necessary or required in connection with the execution and delivery by Purchaser of this Agreement or the performance by Purchaser of its obligations hereunder.

5.3 Investment Representations. Purchaser has received all the information it considers necessary or appropriate for deciding whether to acquire the Shares. Purchaser understands the risks involved in an investment in the Shares. Purchaser further represents that it, through its authorized representatives, has had an opportunity to ask questions and receive answers from the Sellers regarding the terms and conditions of the offering of the Shares and the business, properties, prospects, and financial condition of the Company and to obtain such additional information (to the extent the Sellers or any Seller possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to Purchaser or to which Purchaser had access.

5.4 Investment Experience. The Purchaser is (i) experienced in making investments of the kind described in this Agreement, (ii) able, by reason of Purchaser's business and financial experience to protect Purchaser's own interests in connection with the transactions described in this Agreement, and (iii) able to afford the entire loss of Purchaser's investment in the Shares.

5.5 Investment Purposes. Purchaser is acquiring the Shares for Purchaser's own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in the Shares the Purchaser is acquiring herein. Further, the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the restricted Shares the Purchaser is acquiring.

6. Indemnification.

6.1 Indemnification by Sellers. Sellers shall indemnify and hold harmless the Purchaser and Purchaser's agents, Affiliates, Representatives and their respective successors and assigns (collectively, the "Purchaser Indemnified Persons") from and against any and all damages, losses, liabilities, taxes and costs and expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") resulting directly or indirectly from (i) any breach of, or inaccuracy in, any representation or warranty made by Seller in this Agreement, and (ii) any failure by Sellers to perform or comply with any agreement, covenant or obligation in this Agreement.

6.2 Indemnification by Purchaser. Purchaser shall indemnify and hold harmless the Sellers and Sellers' agents, Affiliates, Representatives and their respective successors and assigns (collectively, the "Seller Indemnified Persons") from and against any and all Losses resulting directly or indirectly from (i) any breach of, or inaccuracy in, any representation or warranty made

by the Purchaser in this Agreement and (ii) any failure by Purchaser to perform or comply with any agreement, covenant or obligation in this Agreement.

7. Miscellaneous.

7.1 Further Assurances. From time to time, whether at or following the Closing, each party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

7.2 Choice of Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. Each of the parties agrees to submit to the jurisdiction of the federal or state courts located in New York in any actions or proceedings arising out of or relating to this Agreement. Each of the parties, by execution and delivery of this Agreement, expressly and irrevocably (i) consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding, (ii) consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to such party as set forth in Section 7.2 above, and (iii) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis.

7.3 Expenses. Each party shall bear its own expenses and costs related to the transactions contemplated hereby, including, without limitation, attorneys' fees accounting fees and disbursements.

7.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements and understandings of the parties relating to the subject matter hereof. No representation, promise, inducement, waiver of rights, agreement or statement of intention has been made by any of the parties which is not expressly embodied in this Agreement.

7.5 Assignment. Each party's rights and obligations under this Agreement shall not be assigned or delegated, by operation of law or otherwise, without the other party's prior written consent, and any such assignment or attempted assignment shall be void and of no force or effect.

7.6 Amendments. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto.

7.7 Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more

instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other term, covenant, representation or warranty of this Agreement.

7.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts and by facsimile transmission or in portable document format (.pdf), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

7.10 Interpretation. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a party or parties on the ground that such party or parties drafted or was more responsible for the drafting of any such provision(s). The parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement and that the legal effect of this Agreement has been fully explained to its satisfaction by counsel of its own choosing.

7.11 Definitions. In this Agreement, capitalized terms have the meanings provided in this Section, unless defined elsewhere in this Agreement. The following words and phrases, when used herein, shall have the meanings set forth or referenced below:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For purposes of this definition, “control” as applied to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract, or otherwise.


“**Encumbrances**” means any liens, pledges, hypothecations, charges, adverse claims, options, preferential arrangements or restrictions of any kind, including, without limitation, any restriction of the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

“**Ordinary Course of Business**” means an action taken by the Company in the ordinary course of business which is consistent with the past practices of the Company.

“**Representatives**” shall mean, with respect to any Person, such Person’s officers, directors, employees, managers, members, owners, partners or principals, as the case may be, or contractors, consultants or agents.

IN WITNESS WHEREOF, the parties have duly executed this Stock Purchase Agreement as of the date first above written.

SELLER:



Lim Eng Hui

IN WITNESS WHEREOF, the parties have duly executed this Stock Purchase Agreement as of the date first above written.

SELLER:



Duxton Lim Yee Cheng

IN WITNESS WHEREOF, the parties have duly executed this Stock Purchase Agreement as of the date first above written.

SELLER:

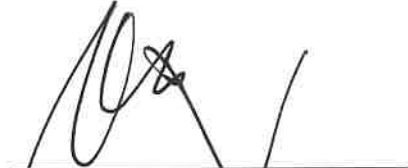


Lim Yi Chin

IN WITNESS WHEREOF, the parties have duly executed this Stock Purchase Agreement as of the date first above written.

PURCHASER:

HWGG Entertainment Limited

A handwritten signature in black ink, appearing to be 'Ow Kim Song', written over a horizontal line.

Name: Ow Kim Song
Title: Director

Schedule A Each Seller's Ownership in the Company, Number of Shares to dispose to HWGG and Consideration Price to be Received

	Shareholder Name	Number of Shares held by Seller in the Company	Percentage of each Seller's Ownership in the Company	Shares to dispose to HWGG	Consideration Price to be received
1.	Lim Eng Hui	127,551	51%	127,551	RM127
2.	Duxton Lim Yee Cheng	75,030	30%	75,030	RM75
3.	Lim Yi Chin	47,519	19%	47,519	RM47
	Total	250,100	100%	250,100	RM249

