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## **ASMPT LIMITED**

*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 0522)**

# **DISCLOSEABLE TRANSACTION – DISPOSAL OF A WHOLLY-OWNED SUBSIDIARY**

## **THE DISPOSAL**

The Board of Directors (the "**Board**") of ASMPT Limited (the "**Company**"), together with its subsidiaries, the "**Group**") is pleased to announce that on 30 April 2026, (i) ASMPT USA Holding, Inc. ("**Seller**"), an indirect wholly-owned subsidiary of the Company, (ii) the Company as Seller's ultimate parent company ("**Seller Parent**"), and (iii) Applied Materials, Inc. (the "**Buyer**") entered into a stock purchase agreement (the "**SPA**") pursuant to which Seller agreed to sell, and Buyer agreed to purchase, all the issued shares of common stock in ASMPT NEXX, Inc. (the "**Target Company**"), a company incorporated in the State of Delaware, the United States of America (the "**Disposal**").

The aggregate purchase price for the Disposal is US\$120 million in cash (the "**Purchase Price**"), subject to certain adjustments as provided in the SPA. Consummation of the Disposal (the "**Closing**") will take place through the electronic exchange of documents and signatures on a date to be mutually agreed by Buyer and Seller that is no later than five (5) business days after the last of the conditions set forth in the SPA have been satisfied or validly waived (other than conditions which must be satisfied at the Closing).

Following the Closing, the Target Company will cease to be a subsidiary of the Company with its financial results no longer being consolidated into the consolidated financial statements of the Group.

## **PRINCIPAL TERMS OF THE SPA**

### **Date**

30 April 2026

### **Parties**

- (1) Seller, as the seller of the Target Company;
- (2) the Company, as Seller Parent; and
- (3) Buyer, as the purchaser.

Each a "**Party**" and together, the "**Parties**".

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, Buyer and its ultimate beneficial owner(s) are third parties independent of the Company and its connected persons (as defined in the Listing Rules).

### **Subject of the Disposal**

Pursuant to the SPA, Seller shall sell and transfer to Buyer, and Buyer shall purchase from Seller, all issued and outstanding shares of common stock in the Target Company, free and clear of all encumbrances, as well as inventory held by certain subsidiaries of the Company amounting to approximately US\$6.7 million.

Details of the Target Company are set out in the paragraph headed "Information on the Target Company" below.

### **Consideration**

The Purchase Price for the Disposal is US\$120 million in cash, subject to agreed adjustments which take into account (among other things) closing working capital, closing cash, closing indebtedness and seller transaction expenses in accordance with the SPA.

At Closing, Buyer will deliver to Seller the Purchase Price, subject to certain adjustments as provided in the SPA, including that Buyer will deduct and retain US\$18 million as the Indemnification Holdback to partially secure Seller's indemnification obligations under the SPA for a period of eighteen (18) months from Closing. No interest shall be payable to Seller with respect to any portion of the Indemnification Holdback.

## **Seller Parent Guarantee**

In consideration of Buyer's execution and delivery of the SPA, Seller Parent guarantees to Buyer and the other Buyer indemnitees the due performance of Seller's obligations under the SPA and the due and punctual payment of Seller's payment obligations under the SPA.

## **Closing**

Closing will occur through the electronic exchange of documents and signatures on the Closing Date, being a date no later than five (5) business days after the satisfaction or waiver of the closing conditions set out in the SPA (or such other date as the Parties may mutually agree in writing).

## **INFORMATION ON THE PARTIES**

### **The Company and the Group**

The Company is an investment holding company. The Company is listed on the main board of The Stock Exchange of Hong Kong Limited, and a leading global supplier of hardware and software solutions for the manufacture of semiconductors and electronics. Headquartered in Singapore, the Company's offerings encompass the semiconductor assembly & packaging, and SMT (surface mount technology) industries, ranging from wafer deposition to the various solutions that organise, assemble and package delicate electronic components into a vast range of end-user devices. The Company partners with customers very closely, with continuous investment in R&D helping to provide cost-effective, industry-shaping solutions that achieve higher productivity, greater reliability, and enhanced quality.

The Group is principally engaged in the business of providing semiconductor and electronics manufacturing solutions.

### **Seller**

Seller is a company incorporated in Delaware, the United States of America, and is an indirect wholly-owned subsidiary of the Company.

### **Buyer**

Buyer is the leader in materials engineering solutions that are at the foundation of virtually every new semiconductor and advanced display in the world. The technology Buyer creates is essential to advancing AI and accelerating the commercialisation of next-generation chips. Buyer pushes the boundaries of science and engineering to deliver material innovation that changes the world.

## **BASIS OF THE CONSIDERATION**

The Purchase Price was determined between Buyer on the one hand and the Company and Seller on the other hand after arm's length negotiations, taking into account the market position, financial and operating performance, business prospects and development potential of the Target Company's business.

## **CONDITIONS**

Closing of the Disposal is subject to the satisfaction or, to the extent permitted by applicable law, the waiver (by Buyer or Seller, as applicable) at or prior to the Closing of each of the following conditions:

- (a) No governmental authority shall have enacted any governmental order or law preventing, restraining, rescinding, restraining or making illegal the transactions contemplated in the SPA.
- (b) Each of the Seller's and Buyer's fundamental representations and warranties (as set out in the SPA) shall have been true and correct in all respects as of the date of the SPA, and shall be true and correct in all respects as of the Closing.
- (c) Seller and Buyer shall have duly performed and complied in all material respects with all agreements, covenants, conditions and obligations required by the SPA to be performed or complied with by it prior to or at the Closing.
- (d) All filings with and consents of any governmental authority required to be made or obtained in connection with the transactions contemplated by the SPA shall have been made or obtained and shall be in full force and effect.
- (e) All necessary consents and notices as identified in the SPA shall have been obtained or made and shall be in full force and effect.
- (f) There shall not have occurred any material adverse effect since the date of the SPA.
- (g) Buyer shall have received the agreed agreements, documents, instruments or certificates contemplated by the SPA, and each shall be in full force and effect.
- (h) No governmental authority or other person shall have commenced or threatened to commence any legal proceeding that prevents, delays, makes illegal or otherwise interferes with any of the transactions contemplated by the SPA or Buyer's ownership of stock in the Target Company.
- (i) The Target Company shall have received the payment in full of all outstanding insider receivables.

- (j) Certain key employees, and at least eighty-five percent (85%) of the other employees, independent contractors, consultants, agents or directors of the Target Company who received offer letters from Buyer shall have accepted the offer of employment and terms and conditions of the intellectual property assignment delivered to him or her, and shall have continued employment or engagement with the Target Company through to the Closing, and have not expressed an intention to terminate or be unable to commence the same after the Closing.
- (k) Seller shall have received the duly executed closing certificate from Buyer.

If any of the conditions have not been waived or fulfilled by Buyer or Seller (as applicable) prior to 5:00 p.m. (Pacific time) on 29 July 2026, the other Party can terminate the SPA by written notice.

### **INFORMATION ON THE TARGET COMPANY**

The Target Company is a company incorporated in Delaware, the United States of America. Prior to Closing, the Target Company is a direct wholly-owned subsidiary of Seller, an indirectly wholly-owned subsidiary of the Company and a member of the Group. It is a supplier of electrochemical deposition and physical vapour deposition equipment for advanced packaging of semiconductor devices.

Set out below is the financial information of the Target Company for the financial years ended 31 December 2025 and 31 December 2024, as extracted from the unaudited management accounts of the Target Company in accordance with HKFRS Accounting Standards:

|                          | <b>Year ended 31 December</b> |                 |
|--------------------------|-------------------------------|-----------------|
|                          | <b>2025</b>                   | <b>2024</b>     |
|                          | <i>HK\$'000</i>               | <i>HK\$'000</i> |
|                          | (unaudited)                   | (unaudited)     |
| (Loss) profit before tax | (171,478)                     | 45,747          |
| (Loss) profit after tax  | (182,764)                     | 51,172          |

The adjusted unaudited net asset values of the Target Company (exclusive of intercompany balances) were approximately HK\$898 million and HK\$833 million as at 31 December 2025 and 31 March 2026 respectively.

## **FINANCIAL EFFECT OF THE DISPOSAL AND USE OF PROCEEDS**

On 3 March 2026, it was announced that the Group had decided to divest the Target Company, which had been classified as a discontinued operation of the Group in 2025, and its business was classified as assets held for sale on the expectation of a sale of the business. Upon Closing, the Target Company will cease to be a subsidiary of the Company with its financial results no longer being consolidated into the consolidated financial statements of the Group.

Shareholders should note that the actual financial effect of the Disposal on the Group will depend on, among other things, the financial position of the Target Company at Closing and the final purchase price adjustments, and is further subject to a final audit.

Based on (i) the total Purchase Price of US\$120 million (approximately HK\$940 million); (ii) the adjusted unaudited net asset value of the Target Company (exclusive of intercompany balances) as at 31 March 2026 of approximately HK\$833 million; and (iii) the estimated adjustments on working capital, cash and indebtedness at the Closing, the Group is expected to recognise an estimated net gain of approximately HK\$11 million upon the Closing.

The actual gain on disposal of the Target Company will be subject to the review and final audit by the auditor of the Company and will depend on, amongst others, (i) the carrying value of the Target Company at Closing, (ii) the agreed adjustments on closing working capital, closing cash and closing indebtedness at the Closing, as well as (iii) the actual transaction costs incurred.

The proceeds are intended for disciplined capital allocation in line with the Group's payout policy and growth priorities, primarily to bolster core business operations.

## **REASONS FOR AND BENEFITS OF THE DISPOSAL**

The Target Company is a separate major line of the Group's semiconductor solutions business. For the strategic fit of the Group's businesses, the Group had decided to divest the Target Company from the semiconductor solutions segment through sale, which will help to sharpen the Group's focus on the back-end packaging business. The Group believes that the Target Company is better positioned for long-term success under a new owner that can provide continued investment and operational synergies. Moreover, the Disposal enables the Group to realise value from its investment in the Target Company's business and to reallocate resources in line with the Group's strategic priorities.

Having considered the above factors, the Directors consider that the terms and conditions of the Disposal (including the Purchase Price) is fair and reasonable and in the interests of the Company and its shareholders as a whole.

## LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio(s) (as defined under Rule 14.07 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**")) in respect of the Disposal exceeds 5% but is less than 25%, the Disposal constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

## GENERAL

**As completion of the Disposal is subject to the fulfilment of certain terms and conditions under the SPA, there remains the possibility that the Disposal may not proceed. Shareholders and potential investors should exercise caution when dealing in the securities of the Company.**

## DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

|                       |  |
|-----------------------|--|
| "Board"               | the board of Directors   |
| "Buyer"               | Applied Materials, Inc. (Nasdaq: AMAT), a company incorporated under the laws of the State of Delaware, the United States of America, as the purchaser under the SPA |
| "Closing"             | closing of the Disposal pursuant to the SPA  |
| "Company"             | ASMPT Limited, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange           |
| "connected person(s)" | has the meaning ascribed to it under the Listing Rules   |
| "Directors"           | the director(s) of the Company   |
| "Disposal"            | the disposal of all issued and outstanding shares of common stock of the Target Company by Seller to Buyer pursuant to the SPA                                       |
| "Group"               | the Company and its subsidiaries   |
| "Hong Kong"           | the Hong Kong Special Administrative Region of the People's Republic of China  |

|                            |   |
|----------------------------|---|
| “Indemnification Holdback” | US\$18 million to be retained by Buyer at Closing pursuant to the SPA   |
| “Listing Rules”            | the Rules Governing the Listing of Securities on the Stock Exchange   |
| “Purchase Price”           | US\$120 million, subject to adjustment pursuant to the SPA  |
| “Seller”                   | ASMPT USA Holding, Inc., an indirect wholly-owned subsidiary of the Company   |
| “Seller Parent”            | the Company   |
| “SPA”                      | the stock purchase agreement dated 30 April 2026 entered into among Seller, Seller Parent and Buyer in relation to the Disposal   |
| “Stock Exchange”           | The Stock Exchange of Hong Kong Limited   |
| “Target Company”           | ASMPT NEXX, Inc., a company incorporated under the laws of the State of Delaware, the United States of America, and wholly-owned by Seller immediately prior to Closing |
| “US\$”                     | United States dollars, the lawful currency of the United States of America  |
| “%”                        | per cent.   |

By Order of the Board  
**ASMPT Limited**  
**Robin Gerard Ng Cher Tat**  
*Director*

Hong Kong, 4 May 2026

*As at the date of this announcement, the Board comprises Mr. John Lok Kam Chong (Chairman), Mr. Andrew Chong Yang Hsueh, Ms. Hera Siu Kitwan and Ms. Wendy Koh Meng Meng as Independent Non-Executive Directors, Dr. Hichem M’Saad and Mr. Paulus Antonius Henricus Verhagen as Non-Executive Directors, and Mr. Robin Gerard Ng Cher Tat and Mr. Guenter Walter Lauber as Executive Directors.*

*(In case of any inconsistency, the English version of this announcement shall prevail over the Chinese version.)*