

Disclosing the Agreement to Acquire Transaction

Date.	30 July 2024
Name of the Listed Company.	Al Ansari Financial Services PJSC (the "Company")
Specify the type of transaction: (acquisition / dispose / mortgage / lease / other).	Acquisition
Determine the type of asset to be acquired, and describe the activity of the underlying asset.	The acquisition and purchase of 100% (one hundred per cent) of the entire issued share capital of BFC Group Holdings W.L.L., a limited liability company duly incorporated in the Kingdom of Bahrain (the "Target Company"), leading to the Company's direct and indirect ownership of the whole share capital of 100% (one hundred per cent) of the Target Company and each of the Target Company's subsidiaries mainly in Bahrain, Kuwait and India (the "Transaction") The Target Company is engaged in the business of remittances and Foreign Exchange.
Total value of the Acquisition	The acquisition purchase price is USD 200 million (AED 735 million).
Reasons for executing the transaction, its expected effects on the company and its operations, and the rights of its shareholders.	Acquisition is in line with the Company's strategy to diversify and expand its footprint in GCC region and other regions, and to seek appropriate rate of return.
Determine the parties to the transaction / deal.	Al Ansari Financial Services PJSC (UAE) (the buyer), BFC Group Holding Limited - a company incorporated in the United Arab Emirates) (the Seller)
Determine whether the transaction / deal is associated to related parties, and specify the nature of the relationship, if any.	N/A
The date of signing the transaction / deal.	29 July 2024
Transaction / deal execution date.	Expected to be within 6 months from the date of signing of the Share Purchase Agreement (SPA) on 29 July 2024, subject to satisfying the required legal and regulatory approvals.
Expected closing date.	Long Stop Date no later than six (6) months from the date of signing of Transaction unless extended by the Seller and the Buyer through an agreement in writing.

If the listed company is the acquiring party or the lessee, the following must be fulfilled: 1- Explain how to finance acquisition or lease transaction(s). 2- Determine the sources of financing the transaction(s) in the case of acquisition or leasing, with clarification of the payment mechanism in the event that part or all of the value of the transaction(s) will be funded through banks. 3- Determine the date or dates of payment of the amounts owed by the listed company from the acquisition or lease transaction(s).	The Company intends to secure financing under customary market terms to finance the acquisition. The terms and conditions of financing shall be at the prevailing market conditions at the time of arranging the facility and subject to any legal or regulatory approvals Payment against acquisition shall be made upon the closing date of the Transaction and the transfer of shares in the name of Company after obtaining all the necessary regulatory approvals.
The expected financial impact of the transaction(s) on the business results and the financial position of the listed company.	Based on the financial results for the year ended 2023, the acquisition is expected to increase the Group's revenue by approx. 22% .
Determine the financial period or quarter in which the financial impact of the transaction(s) will appear on the listed company.	Expected in Q1 2025 – subject to regulatory approvals
Summary of the terms and conditions of the transaction(s), the rights and obligations of the listed company and its shareholders, and the procedures involved in the event that any party fails to fulfill the obligations it has stipulated in the transaction or the deal contract.	Standard customary rights and obligations for an acquisition of such size. The completion of the transaction is subject to obtaining the required legal and regulatory approvals. In the event for any contractual dispute the parties, the parties shall refer the dispute in question to the DIFC courts which shall have exclusive jurisdiction in relation to any dispute.

The Name of the Authorized Signatory	Rashed Ali Al Ansari
Designation	CEO
Signature and Date	
Company's Seal	