

8th August 2024

JIA ZHUNAN
83 SCIENCE PARK DRIVE
#02-01A, THE CURIE
SINGAPORE 118258

Dear Zhunan,

FUTURE CENTRE 2 – TERMS OF CO-VENTURE COMMUNITY NETWORKING MEMBERSHIP

We are pleased to welcome you to Origgin Blk 71, a technology innovation community for pre-start-up innovations and start-ups that require business technology infrastructure and life-sciences located at Block 71 Ayer Rajah Crescent, #05-19/20/21, Singapore 139951 (Origgin Blk 71).

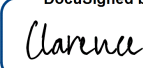
Origgin Ventures (“ORIGGIN”) will provide you access at Origgin Blk 71:

- a) Opportunities to access and share the information with Japanese large companies and/or SME’s;
- b) Working space: 1 x Lab (Room next to the pantry) + up to 3 x private desks;
- c) Access to shared facilities and basic utilities, subject to availability, and;
- d) The door access will be 24/7 (after security camera is installed), however the member should notify ORIGGIN management if the member intend to work at the Origgin Blk 71 after 9pm, Monday to Friday, public holidays or other closure notified by the management of ORIGGIN.

As part of your experience of being a member of this innovation and enterprise community at ORIGGIN BLK 71, you may, from time to time, be requested to make presentations on (nonconfidential aspects of) your work and your experiences as an innovation entrepreneur at organised events, for the purposes of sharing with the ORIGGIN BLK 71 co-venture community, for fundraising, or partnership development. Your support of and participation in such events is greatly appreciated.

Please confirm your acceptance of these Terms of Membership and your subscription package by signing and returning to us the Confirmation on the duplicate of this letter. Should you have any queries, please do not hesitate to email yichyi@origgin.com.

Regards,

DocuSigned by:

2DA8DD9E0000457...
Clarence Tan
Director

**CONFIRMATION
ORIGGIN VENTURES PTE. LTD.**

Suntec Tower Four, 6 Temasek Boulevard #42-02, Singapore 038986

<http://Origgin.com.sg/>

ORIGGIN BLK 71 CO-VENTURE COMMUNITY MEMBER INITIALS: _____

1. I confirm that I have read and understood and agree to the contents of your letter dated 8th August 2024 on the ORIGIN BLK 71 – Terms of Co-Venture Community Networking Membership. The start date of my membership will be effective from 1st November 2024 to 1st November 2026 for the duration of 2 years.

2. My membership subscription is for: For access to:

- a) Opportunities to access and share the information with Japanese large companies and/or SME's.
- b) Working space: 1 x lab + up to 3 private desks.
- c) Access to shared facilities and basic utilities, subject to availability, and;
- d) The door access will be 24/7 (after security camera is installed), however the member should notify the ORIGIN management if the member intend to work at the ORIGIN BLK 71 after 9pm, Monday to Friday, public holidays or other closure notified by the management of ORIGIN.

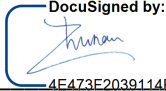
There will be monthly payable of S\$ 1,320 of which 40% will be paid in cash and 60% will be paid in shares with the price per share to be determined at US\$ 3.33 (as per the last round of investment from AL BURAK MEDICAL SERVICES PTE. LTD. dated 11th December 2023). For avoidance of doubt, the monthly cash payment to be made to ORIGIN would be S\$ 528 and an additional S\$ 792 will be accrued to be converted into Breathonix shares at a time determined by the parties.

The subscription fees do not include payment for the amenities and other miscellaneous costs.

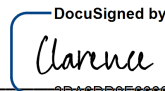
3. The nature of the business for my business is development and manufacturing of novel medical devices.

Member of Co-Venture Community Networking

ORIGIN VENTURES PTE. LTD. (ORIGIN BLK 71)

Signature:  4E473E2039114B1

Name: Jia Zhunan
Designation: CEO
Company: Breathonix Pte. Ltd.
Date: 9/11/2024

Signature:  2DA6DD9E666457...

Name: Clarence Tan
Designation: Director
Company: Origgin Ventures Pte. Ltd.
Date:

Witness Signature:

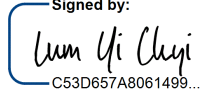
Witness Name:

Witness Designation:

Witness Signature:

Witness Name:

Witness Designation:

 C53D657A8061499...

Lum Yi Chyi

Venture Creator

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TERMS OF ORIGIN BLK 71 CO-VENTURE COMMUNITY NETWORKING MEMBERSHIP

1. Allocated Space and Common Equipment and Facilities

- 1.1. You will be provided with access to private desking space(s) ("Allocated Space") for your use for the purpose of incubating your technology start-up company, or for technology development, or commercialisation of technology projects. You understand that the Allocated Space is for your company use only, and whilst you may have guests and/or visitors to your Allocated Space, for the purposes of complying with fire and safety regulations, you shall not at any time host more than 5 guests and/or visitors without our prior consent. The space shall not be used for purpose beyond that of incubation.
- 1.2. You shall not carry out any alteration, addition, improvement, erection, installation, or interference at the Allocated Space without ORIGIN's prior written consent.
- 1.3. You are responsible for keeping the Allocated Space clean, tidy, and in good repair.
- 1.4. You will be provided with access to common utilities, facilities and equipment, as well as common services accessible to all members of ORIGIN BLK 71. Certain facilities and/or equipment may be booked for specific periods of time. Basic cleaning services will be provided for common areas.
- 1.5. You understand that you are an invitee of ORIGIN BLK 71 Co-Venture Community Networking, and no lease or licence is conferred hereunder. No exclusive possession is provided for the Allocated Space, and possession is at all times retained by ORIGIN.
- 1.6. You accept the Allocated Space on an "as is" basis and in its existing state and condition and shall be deemed to have full knowledge of any specifications and/or limitations thereof. ORIGIN makes no representations, conditions or warranties, express or implied, with respect to the Allocated Space, furniture, fittings and common equipment and facilities provided. Without limiting the generality of the foregoing, ORIGIN expressly disclaims any implied warranty, condition or representation that the Allocated Space, furniture, fittings and/or the common equipment and facilities are fit for your purposes.
- 1.7. In utilising the common equipment and facilities at ORIGIN BLK 71, you agree that:
 - (i) Your right to use any of the common equipment and facilities shall be subject to availability, and terms and conditions, and time allocated for the use;
 - (ii) You shall use the common equipment and facilities in a skillful and proper manner; and
 - (iii) You shall comply with all applicable rules and regulations when using the equipment and common facilities, including all safety regulations, requirements, precautions and

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procedures as may be issued and implemented by ORIGIN from time to time (and notified to you).

2. Functions of ORIGIN BLK 71 Platform

- 2.1. ORIGIN aims to provide a platform for its members to gain access to Japanese large companies and/or SME's. You understand such access is on non-guaranteed basis and depend on the needs of such Japanese large companies and SME's.
- 2.2. Being a member of this innovation and enterprise community at ORIGIN BLK 71, you may, from time to time, be requested to make presentations on (nonconfidential aspects of) your work and your experiences as an innovation entrepreneur at organised events, for the purposes of sharing with the ORIGIN BLK 71 co-venture community, for fundraising, or partnership development.

3. Members' Responsibilities

- 3.1. Future Centre 2 (ORIGIN BLK 71) is a community space. As such, you understand that you are entirely responsible for ensuring the confidentiality and security of your Allocated Space, and your belongings stored there.
- 3.2. You are likewise responsible for the safety, and the acts and omissions of all your guests and other invitees to ORIGIN BLK 71.
- 3.3. Where relevant, you are responsible for applying for all necessary insurance coverage, relevant approvals, clearances and licences from the relevant governmental or statutory authorities e.g. the relevant licence for the use of poison and chemicals, and shall not commence its operations in the Allocated Space unless and until all such approvals, licences and clearances have been obtained.
- 3.4. You agree not to use the Allocated Space or the common areas and common equipment in such a way as to cause any nuisance, damage, disturbance, annoyance or interference to other members of ORIGIN BLK 71 Co-Venture Community Networking.
- 3.5. You are responsible for any and all damage you (or your invitees) cause to the common equipment and/or premises at ORIGIN BLK 71 and agree to fully indemnify ORIGIN for any costs and expense arising out of such damage.
- 3.6. You agree that your use of the Allocated Space shall comply with all relevant laws, regulations, guidelines, and requirements of the relevant authorities as well as the house rules as shall be communicated to you.

4. Membership Fees, Term and Termination

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- 4.1. Membership is valid for a period of 2 years subject to prompt payment of the Membership Fees.
- 4.2. The fees paid are non-refundable. The Fees are payable on the first business day of each month via GIRO, or automated monthly electronic fund transfer to the following account:

Account name: ORIGIN VENTURES PTE. LTD.

Bank name: Oversea- Chinese Banking Corporation Limited (OCBC)

Account Number: 687786061001

- 4.3. You may terminate your membership by giving ORIGIN 1 months' notice in writing.
- 4.4. ORIGIN may terminate your membership upon written notice: (a) should you breach any of the Terms herein; or (b) in the event ORIGIN is, for whatever reason, unable to continue to use the premises for ORIGIN BLK 71.
- 4.5. You are responsible for the cleaning and restoration of the Allocated Space(s) assigned to you to its original condition at the end of each day.

5. Disclaimer, Limitation of Liability, Indemnity

- 5.1. Unless caused solely and directly by the willful act or gross negligence of the ORIGIN, in no event shall ORIGIN be liable to you or responsible for the death of or injury to you or any of your invitees, or any other persons howsoever caused.
- 5.2. ORIGIN shall not be liable to you or responsible for any loss or damage to you, your invitee's, or any third parties' property, documents, chattel, equipment, goods or other items located at the Allocated Space or within premises.
- 5.3. ORIGIN shall not be liable for any special damages, consequential damages, indirect damages, loss of profit, contracts, business, revenues or savings arising howsoever incurred as a consequence of any delay, interruption or failure in the installations, equipment, or provisions of any services or facilities at the ORIGIN BLK 71.
- 5.4. ORIGIN shall not be liable or responsible in any way for any loss, damage, injury or destruction whatsoever caused by fire, water, riot, act of God or other cause beyond ORIGIN's control, any mechanical or other defect or breakdown, any shortage of manpower, fuel, electricity or water.
- 5.5. ORIGIN shall not be liable or responsible in any way for the acts, omission, negligence or default of JTC, its employees, agents or contractors in connection with the Allocated Space or the surrounding premises.
- 5.6. Subject to clause 5.1 above, you agree to fully indemnify ORIGIN against any claim, demand, action, liability, loss, damage, cost, penalty or expense for any injury to any person or property at Future Centre (ORIGIN BLK 71), through any act or omission by you or your invitees arising out

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of or in connection with your use of the Allocated Space and common equipment and facilities at ORIGIN BLK 71.

- 5.7. The limitations and exclusions of liability in this Clause 5 shall operate to the maximum extent permitted by applicable law.

6. General

- 6.1. The benefit of Membership is personal to your company only, and you understand that you may not assign or transfer any of the rights or obligations herein without ORIGIN's consent.
- 6.2. Any delay or failure by either party to insist upon the performance of any one or more of the terms shall not be deemed to be a waiver of any rights and remedies that the parties may have and shall not be deemed a waiver of any subsequent breach or default. No provision herein shall be deemed to be waived by ORIGIN unless such waiver is given in writing.
- 6.3. This Agreement may be amended only by the prior written agreement of the parties.
- 6.4. Any disputes arising under or in connection with this Agreement shall be referred by the Parties to arbitration by three arbitrators in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (hereinafter referred to as the "Rules"). The Rules shall apply to such arbitral proceedings. The award of the arbitrators shall be final and binding upon the Parties and be enforceable in any court of competent jurisdiction.
- 6.5. This Agreement shall be governed in all respects by the substantive law of Singapore.
- 6.6. Based on Jurong Town Corporation (also known as "JTC Corporation") incorporated under the Jurong Town Corporation Act and regulation, pets are not allowed to keep at the premises and the allocated space.
- 6.7. Comply with all our terms and regulations, made and amended from time to time, relating to the allocated Space and the premises.
- 6.8. All the requirements and demands must be submitted at least 2 weeks earlier for the management decision and its subject to ORIGIN management approval.

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