MEMBERSHIP AGREEMENT

[YK-SG-ON-ZS-356(2025)]

THIS AGREEMENT IS ENTERED INTO ON THE 13th DAY OF FEBRUARY 2025

BETWEEN :

1. **UCLUB CENTRAL PTE LTD** (UEN : 201633328E), a company incorporated under the laws of the Republic of Singapore and having its registered address at 230 Victoria Street, #15-01/08, Bugis Junction, Singapore 188024 ("**Company**") with the contact person and email being **[JANICE LEOW: janice.leow@uclubgroup.com.sg];**

AND

2. **the party whose name and particulars are found in Schedule 1 of this Agreement ("Member"),**

(collectively the "**Parties**", and each a "**Party**").

WHEREAS:

A. At the request of the Member, the Company has agreed to provide membership services to the Member on the terms and subject to the conditions contained in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement and the Schedules, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Agreement**" means this Agreement (including the Schedules), as may be amended, modified or supplemented from time to time;

"**Access Hours to Premises**" shall be as defined in **Item A of Schedule 2**;

"**Authorities**" means any and all government and statutory authorities;

"**Building**" shall be as defined in **Item A of Schedule 2**;

"**Business Day**" means any day on which commercial banks are open for business in Singapore, other than Saturdays, Sundays and days which have been gazetted as public holidays in Singapore;

"**Commencement Date**" shall be as defined in **Item A of Schedule 2**;

"**Companies Act**" means the Companies Act (Chapter 50) of Singapore;

"**Duration of Agreement**" shall be as defined in **Item A of Schedule 2**;

"**Landlord of the Premises**" shall be as defined in **Item A of Schedule 2**;

"**Member's Allocated Area**" shall be as defined in **Item A of Schedule 2**;

"**Monthly Fees**" shall be as defined in **Item A of Schedule 2**;

"**Premises**" shall be as defined in **Item A of Schedule 2**; and

"**Security Deposit**" shall be as defined in **Item A of Schedule 2**.

1.2 References herein to Recitals, Clauses and Schedules are to clauses in, recitals of and schedules to this Agreement. The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement.

1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.4 The Recitals are to be read and construed as essential parts of this Agreement.

2. MEMBERSHIP

2.1 The Member hereby agrees to the details of the membership as set out in **Item A of Schedule 2.**

3. PAYMENT

3.1 The Member shall make payment to the Company in accordance with the terms as set out in **Item B of Schedule 2.**

4. STANDARD TERMS AND CONDITIONS

4.1 The Member agrees to the standard terms and conditions as attached at **Schedule 3.**

5. GENERAL

5.1 This Agreement shall be binding upon and inure for the benefit of the successors, personal representatives and estates of the Parties. Except as otherwise expressly provided in this Agreement, no rights and obligations in this Agreement shall be assigned to any other person by any Party without the prior written consent of the other Party. Nothing herein contained shall prevent an assignment to a successor of any Party if such succession is created as a result of a merger or consolidation involving a transfer of ownership of all or substantially all of its assets by any Party; provided that the successor to such Party in any such transaction shall assume in writing or as a matter of law the obligations of such Party hereunder with full continuing liability of such Party and further provided that prior written notice of such transaction shall be given by such Party to the other Party. No assignment shall relieve any Party of its obligations in this Agreement.

5.2 Any amendment of or supplement to this Agreement, including this provision and the Schedules, must be in writing (or in any other form required by applicable law) and executed by the Parties to be effective.

6. NOTICES

6.1 Any notice required to be given by any Party to the other shall be deemed validly served by hand delivery or by email or by prepaid registered letter sent through the post to its address given herein or such other address as may from time to time be notified for this purpose and any notice served by hand shall be deemed to have been served on delivery, any notice served

by email shall be deemed to have been served when sent and any notice served by prepaid registered letter shall be deemed to have been served three (3) Business Days after the time at which it was posted and in proving service it shall be sufficient to prove that the notice was properly addressed and delivered or posted, as the case may be. The initial address and email of the Company shall be as set out above and the initial address and email of the Member are as set out in **Schedule 1**.

7. TIME OF THE ESSENCE

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties hereto but as regard to any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid, time shall be of the essence.

8. COUNTERPARTS

This Agreement may be signed in any number of counterparts each of which shall together constitute the same agreement. Any Party may enter into this Agreement by signing any such counterpart. Each counterpart may be signed and executed by the Parties and transmitted by email and shall be as valid and effectual as if executed as an original.

SCHEDULE 1

(Name and particulars of the Member)

Name	Registered Address	Correspondence Address (if different from Registered Address)	Registration Number/ Identification Number	Name and contact person and email
SOTECO INTERNATIONAL PTE LTD	1 CLEMENTI LOOP, #03-03, SINGAPORE 129808	67 AYER RAJAH CRESCENT, #02-10/17 SINGAPORE 139950	200301109W	VIKNESWARI ELANGO +65 94553872 vicky@sotecointernational.com

SCHEDULE 2

(Membership details and payment terms)

Item A (Membership terms)	
Services for the Member	In consideration of the Member making payment of the Monthly Fees, the Member can enjoy the following services for the Duration of Agreement subject to the provisions of this Agreement : (a) the usage of the Member's Allocated Area during Access Hours to Premises; (b) usage of the common wi-fi services provided at the Premises; and (c) attend the events organized by the Company for all its Members at the Premises and usage of the UClub mobile app.
Additional services for the Member upon payment of the additional relevant fees as set out by the Company from time to time	The Member can enjoy the following additional services upon payment of the relevant fees as set out by the Company from time to time : (a) printing services: complimentary 300 pcs B&W per month (b) scanning services: FREE (c) usage of meeting rooms: 1200 credits per month (d) such other services as the Company may determine from time to time. The Member can access the UClub mobile app to view the additional services which the Company provides to the Member for the relevant fees.

Building	LAUNCHPAD @ ONE NORTH
Premises	BLOCK 67
Landlord of Premises	JURONG TOWN CORPORATION
Access Hours to Premises	24 hours (subject to the provisions of this Agreement, the House Rules (as defined in Schedule 3) and any bye-laws or regulations in respect of the Building and/or the Premises including any occupancy manual) The Member shall adhere strictly to the House Rules and any bye-laws or regulations in respect of the Building and/or the Premises.
Member's Allocated Area	Private Office: AR08 + 2 Dedicated Desks
Duration of Agreement	2 months & 29 days Fixed term of ~~2 months~~ commencing from the Commencement Date of 3rd March 2025 and expiring on ~~2nd May 2025~~ 31st May 2015
Commencement Date	3rd March 2025
Monthly Fees	S$ 3,750.00 subject to GST (prevailing at that time) (as defined in **Schedule 3**) which shall be paid in the following manner : (a) the Member shall pay the sum of S$ 3,750.00 subject to GST upon the execution of this Agreement; (b) the Member shall subsequently pay the Monthly Fees in advance on the 1st calendar day of every calendar month without any deductions, setoff or counterclaim; and (c) the Member shall also pay the applicable GST for the amount set out in (a) and (b) at the relevant time. Any and all Monthly Fees are paid on a strictly non-refundable basis.

Security Deposit	The Member shall pay the sum of S$3,750.00 upon the execution of this Agreement.
Access card	On request and subect to any applicable fees.
Name on signage	SOTECO INTERNATIONAL PTE LTD
Other terms	(i) The Member shall not do or omit to do anything which will result in the Company being in breach of the agreement entered into between the Company and the Landlord of the Premises and any regulations or bye-laws in respect of the Building and/or the Premises including any occupancy manual. (ii) The Member shall not bring any items to the Premises and/or the Member's Allocated Area and shall not carry out any alterations at the Premises and/or the Member's Allocated Area without the prior written approval of the Company. (iii) The Company shall in its sole discretion determine the number of persons allowed at the Member's Allocated Area and the Member shall at all times provide to the Company the names and particulars of the persons who shall be at the Member's Allocated Area. The number of persons allowed at the Member's Allocated Area shall be as determined by the Company from time to time. (iv) The Member shall fill in the necessary forms as provided by the Company to the Member.

Item B (Payment terms)	
Payment mode	Payment of Security Deposit, Monthly Fees and other fees shall be paid in accordance with the following modes : **Cheque Payment:** UCLUB CENTRAL PTE LTD **Bank Transfer:** Account Name: UCLUB CENTRAL PTE LTD Name of Bank: UOB Bank Account Number: 451-307-420-9 Swift Code: UOVBSGSG Bank Code: 7375 Branch Code: 001 **Paynow:** UEN: 201633328E001
Billing address	67 AYER RAJAH CRESCENT, #02-10/17, LAUNCHPAD, SINGAPORE 139950
Contact person and email for billing	VIKNESWARI ELANGO +65 94553872 vicky@sotecointernational.com

SCHEDULE 3

(Standard Terms & Conditions)

1. Subject to the terms and conditions herein and the provisions of the House Rules (as defined below), the Company grants the Member to use the services as stated above and does not confer upon the Member a lease or tenancy or any right of exclusive possession (part or otherwise) of the Premises or the Member's Allocated Area.

2. The Company agrees to provide the Member's Allocated Area at the Premises :

(a) with the occupation and use of the Member's Allocated Area together with the right of access in the common areas of the Building with the Company, other members and other tenants and to use the passageways, lavatories, pantries and other common areas within the Premises;

(b) with the use of fixtures, fittings, furniture and any other facilities for the Member's Allocated Area provided by the Company at the Premises;

(c) with any other additional services that may be provided by the Company, upon request by the Member, at extra costs and upon such terms, to be advised by the Company where applicable;

(d) in accordance with the rules and regulations ("House Rules") that may be designated and amended by the Company from time to time at its discretion and any other rules or bye-laws in respect of the Building and/or the Premises including any occupancy manual with such documents being available to the Member upon written request; and

(e) the Company reserves the right to determine the number of persons allowed at the Member's Allocated Area and to replace the Member's Allocated Area with another allocated area of comparable size at the Premises in the event where this may be necessitated by the reasonable operational requirements of the Company.

3 Security Deposit

(a) The Member shall pay to the Company the Security Deposit:

(i) as security for the due performance and observance by the Member of all its obligations under this Agreement; and

(ii) to indemnify and keep the Company wholly indemnified against:

(1) any loss or damage arising from a default by the Member under this Agreement (including but not limited to any termination of this Agreement for any reason whatsoever);

(2) any claims against the Company in relation to any matter arising out of or in connection with this Agreement; and

(3) all legal costs incurred by the Company in enforcing the provisions of this Agreement.

(b)The Security Deposit shall be paid by the Member upon execution of this Agreement and shall be maintained throughout the Duration of Agreement. The Member shall, within seven (7) days of written demand, pay such sum to the Company as may be necessary to ensure that the Security Deposit is maintained at the stated amount.

(c) The Company shall be entitled but not obliged to deduct from the Security Deposit any monies owed to the Company for the Monthly Fees and/or fees for other additional services or to apply the same towards the satisfaction of any amount that may be payable to the Company or to a third party in respect of this Agreement for any reason.

(d) Neither payment of the Security Deposit nor any deduction from it by the Company shall relieve the Member from any of its obligations under this Agreement or act as waiver or otherwise limit the Company's right to recover against the Member for any breach of this Agreement.

(e) The Security Deposit (unless determined by the Company) shall not be used to offset any fees (including Monthly Fees and fees for additional services) payable throughout the Duration of Agreement.

(f) Subject to the provisions of this Agreement and the Member not being in breach of any provisions of this Agreement, the Security Deposit shall be refunded to the Member, free of interest, within thirty (30) days upon expiry of the Duration of Agreement (unless this Agreement is renewed pursuant to the provisions of this Agreement).

(g) The Security Deposit refund will be in the form of bank transfer.

4 Payment of Monthly Fees and fee for any additional services

(a) The Monthly Fees is payable in accordance with Schedule 2.

(b) The Company reserves the right to withhold provision of the Member's Allocated Area and/or additional services in the event that:

(i) the Member commits a breach of this Agreement; or

(ii) defaults payment and any late payments including interest due to the Company and such payments remain unpaid by the Member.

(c) In respect of any additional services provided by the Company, it shall issue an invoice and the Member agrees to pay for such additional services by the payment due date indicated on the invoice.

(d)In addition to the Monthly Fees and other sums payable under this Agreement, the Member must pay to the Company immediately on demand, all applicable taxes on such payment at such rates prevailing at that time, including but not limited to Goods and Services Tax ("GST")

5. Invoices, Late Payment Charges and Dishonoured Cheque Charges

Any invoice issued by the Company to the Member shall constitute a formal demand for payment. If any part of the Monthly Fees or any other sums payable to the Company shall remain unpaid after becoming payable (whether formally demanded or not), the Company shall be entitled to a late payment fee of S$200 or interest at the rate of 2.5% per month on unpaid amounts from the due date to the date of actual payment, whichever is the higher. If a due date falls on a Sunday or a public holiday, then the following day that falls after the public holiday shall be deemed as the actual due date. For every 14 days that the Monthly Fees or any other sums payable shall remain unpaid, the Company shall be entitled to a further late payment fee of S$200 or interest at the rate of 2.5% per month on unpaid amounts from the due date to the date of actual payment, whichever is the higher. There will also be an administrative charge of S$100 for each cheque issued by the Member which is dishonoured for any reason whatsoever.

6. Access to the Member's Allocated Area

The Company may enter the Member's Allocated Area at any time at its discretion on and upon taking reasonable precautions not to unduly affect the business operations of the Member, to view the state and condition of the Member's Allocated Area and to carry out testing, repair works, routine inspection, cleaning and maintenance.

7. Member's Obligations

(a) The Member agrees to comply with the House Rules (which may be amended from time to time) imposed on the Member.

(b) Where applicable, the Member shall take good care of the Member's Allocated Area, all parts of the Premises, machinery, equipment, items, equipment and cable connections, furniture and fittings and keep them in good and clean condition.

(c) The Member shall use the Member's Allocated Area for commercial office use only and not for any immoral, illegal or other purposes.

(d) The Member shall be liable for any damage caused by it or by those in the Premises with the Member's permission or at the Member's invitation, whether express or implied including but not limited to all the Member's employees, contractors, agents or other persons present on the Premises. In the event of such damage, the Company shall be entitled to take all steps necessary to rectify the same. The Member shall indemnify the Company for all reasonable repairs, replacement and/or costs of making good the same, but not limited to repainting, replastering or repairs to walls, replacement of carpet, repairs or replacement of furniture, fixtures and wall sockets etc and shall make payment by the due date indicated in the Company's invoice. The Member shall not carry out its own repair or rectification works without the prior written permission of the Company.

(e) The Member shall not carry out any alterations, additions or any changes of whatsoever nature structural or otherwise to the Premises and/or the Member's Allocated Area and without the Company's prior written consent including but not limited to the following:

(i) install or cause to be installed any furniture, fittings, office equipment or machinery on the Premises and/or the Member's Allocated Area; and/or

(ii)install or cause to be installed, diverted or transferred any cabling IT or telecommunication connections

(f) The Member shall ensure that the Premises and Member's Allocated Areaare secured when leaving the Premises.

(g) Not to do or permit to be done anything on the Premises and the Member's Allocated Area which shall be or become a nuisance or annoyance or interfere with the quiet and comfort or cause injury to the Company's employees or to the other occupants/clients/members of the Premises nor to carry on any activity on the Promises and the Member's Allocated Area which are unlawful or illegal nature or constituting an offence or being in contravention of any statute or law.

(h)Any keys or access cards, which the Company lets the Member use, remain its property at all times. The Member shall not allow anyone else to use them without the Company's prior written consent. Any loss must be reported to the Company immediately and the Member shall bear the replacement costs of S$150.00 for each lost or misplaced card or key.

(i) At the Member's own cost and expense to take out the requisite insurance policy adequate to insure the Member's own belongings and effects, to cover loss for flood, theft, any third party liability and/or liability to the Member's employee(s).

(j) At all times for the Duration of Agreement to comply with such requirements as may be imposed on the Member by the Company and/or any legislation now or hereafter in force.

(k) To hand over the Member's Allocated Area immediately to the Company in like conditions as the same were delivered to the Member at the Commencement Date upon the expiry of the Duration of Agreement or earlier termination of the Agreement. The Member shall be responsible for all additional charges should the handover of the Member's Allocated Area be delayed beyond the Duration of Agreement.

8. Termination

(a) Without prejudice to the Company's rights in respect of any arrears of payment or early termination of the Duration of Agreement or any breach of the terms and conditions herein, this Agreement shall immediately cease and the Security Deposit shall be applied by the Company and the Company shall have the right to withhold provision of the Member's Allocated Area or additional services and/or re-enter the Member's Allocated Area without prior notice and shall have a general lien on all property of the Member physically situated at the Member's Allocated Area where the:

(i) Monthly Fees or any other charges payable to the Company is in arrears and remains unpaid (whether formally demanded or not);

(ii) the Member has breached any of the terms of this Agreement; or

(iii) the Member shall become bankrupt, insolvent or enter into composition with the Member's creditors or suffer any distress or execution to be levied on the Member's goods or if the Member being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory then and in any of the said cases it shall be lawful for the Company at any time thereafter to re-enter upon the Member's Allocated Area or any part thereof and thereupon this Agreement shall absolutely terminate but without prejudice to the right of action of the Company in respect of any antecedent breach of this Agreement by the Member.

(b) Notwithstanding the other provisions of this Agreement, the Company may terminate this Agreement immediately upon written notice to the Member or by giving one month's written notice to the member (whichever is applicable between the Landlord of the Premises and the Company) in the event that:

(i) the Landlord of the Premises terminates the agreement with the Company for any reason whatsoever; and/or

(ii) the Landlord of the Premises amends the agreement with the Company to the extent that the Company determines in its sole discretion that it is unable to carry on providing any services to the Member.

9. No assignment or sub-license

The Member shall not assign, sub-license or otherwise transfer or share any of its rights and obligations under this Agreement without prior written consent from the Company.

10. Non-competition or soliciting of the Company's employees

(a) The Member agrees not to, at any time, directly or indirectly through another business or affiliate; provide to any other client or member of the Company any of the services provided by the Company or by any company affiliated with the Company without the prior written consent of the Company. The Member also agrees to abstain from any direct and/or indirect soliciting of business within the Premises without the Company's prior written consent in alignment with the Company's obligations to provide peaceful usage of Member's Allocated Area and its Premises to other clients or members.

(b)Whilst the Agreement is in force and for a period of twelve (12) months after its expiry, the Member shall not solicit or offer employment to any of the Company's employees.

11. Indemnity

The Member shall indemnify and keep indemnified the Company from and against all claims, demands, actions, proceedings, judgments, damages, losses, costs and expenses of any nature including legal costs on a full indemnity basis which the Company may suffer or incur for death, injury loss and/or damage caused, directly or indirectly by:

(a) any occurrences whatsoever in workspace or in the Premises or the use or occupation of the Member's Allocated Area or Premises by the Member or by any of the Member's employees, independent contractors, agents or any permitted guests;

(b) the Member or its employees, independent contractors, agents or any permitted occupier at the Member's Allocated Area or the Premises, the Building or any property in them (including without limitation, those caused directly or indirectly by the use or misuse, waste or abuse of the utilities or faulty fittings or fixtures) or the condition of any part of the interior of the Member's Allocated Area or the Premises;

(c) any default by the Member in complying with the provisions of the Agreement, and

(d) the use of any services provided by the Company.

12. The Company's Non Liability

The Company shall not be liable (whether under contract, tort, breach of statutory duty or otherwise) and the Member shall absolve the Company from all claims to damages for:

(a) any loss as a result of the failure to provide a service or interruption in any of the services resulting from equipment/mechanical breakdown, strike, delay, failure of staff, act of God, force majeure or other cause within or beyond the Company's control;

(b) loss of business, loss of profits, loss of anticipated savings, loss or damage to data, third party claims or any consequent loss; and

(c) loss or damage to property belonging to the Member howsoever caused.

13. Governing Law and Submission to Jurisdiction

(a) This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Member and the Company irrevocably agree that even if any claim and/or counterclaim exceeds the prescribed limited of the Small Claims Tribunal of the State Courts of Singapore ("SCT") but does not exceed the sum of S$30,000 (or such other sum as may be prescribed from time to time), be convened in the SCT and further agree that the SCT shall have the jurisdiction to hear and determine the claim and/or counterclaim. Without prejudice to the aforesaid (and without limiting the aforesaid), the Member and the Company irrevocably agree that any dispute or claim and/or counterclaim may, at the option of the Company or the Member, be submitted to the jurisdiction of the courts of Singapore and the Member and the Company submit to the non-exclusive jurisdiction of the courts of Singapore.

(b) The Member must comply with all statutes rules orders regulations or byelaws or any occupancy manual as may from time to time be imposed (including those of the Landlord of the Premises) on the use of the services in the operation of the Member's business thereon.

(c) The Member must ensure that all persons employed by and/or working for the Member at the Premises and/or the Member's Allocated Area have valid immigration papers to enter and remain in Singapore and the Member shall indemnify the Company from and against all actions, claims, demands, losses, damages, costs and expenses which the Company shall or may become liable in respect of any breach by the Member.

(d) The Member shall not do or permit to be done in connection with the use of the services provided by the Company anything which infringes or may infringe any of the laws of the Republic of Singapore or any rules, regulations, bylaws made therein.

14. Contracts (Rights of Third Parties) Act (Chapter 53B)

Unless expressly provided to the contrary in this Agreement, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or to enjoy the benefit of any term of this Agreement.

15. Confidentiality

'The Member shall, even after termination of this Agreement, keep all documents and information provided or disclosed by the Company to the Member including but not limited to the terms of this Agreement, strictly confidential. Such documents and information shall not be disclosed unless with the prior written consent of the Company. The Member acknowledges and agrees that

(i) its confidentiality obligations are necessary and reasonable to protect the Company,

(ii) any violation of these provisions could cause irreparable injury to the Company for which money damages would be inadequate, and

(iii) as a result, the Company shall be entitled to obtain an immediate injunction, temporary restraining order and/or other appropriate equitable relief upon any breach or threatened breach of the confidentiality provisions without the necessity of proving actual damages. The remedies set forth herein are in addition to and in no way preclude any other remedies or actions that may be available at law or otherwise. The Member shall notify the Company in writing immediately upon the Member becoming aware of any such breach or threatened breach.'

16. Miscellaneous

(a) Upon the expiry or termination of this Agreement:

(i) the Member will be charged a fee (S$100 per person) to cover the routine cost of cleaning and repainting the Member's Allocated Area to return it to it's original condition in addition to general maintenance to the common areas of the Premises in which the Member has had access;

(ii) the Member will be charged for any damages or loss of equipment issued; and

(iii) the Member must return all access cards and keys or else an exit fee of S$150 is payable per unreturned access card or key.

(b) This Agreement is subordinate to the lease between the Company and the Landlord of the Premises and to any other agreements to which the lease with the Landlord of the Premises is subordinate.

(c) The invalidity or unenforceability of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(d) The Member irrevocably acknowledges and agrees that :

(i) the Company may at anytime take photos and/or videos of the Member, persons permitted by the Member to enter the Premises, persons employed by it and/or working for it and the Member grants and has obtained the consent of the aforesaid persons to grant the Company a licence, free of payment, to use the same as well as the right to process or modify the same for any of the Company's and/or its affiliated company's materials, website, social media, promotion and advertisements in any sort of media whatsoever; and

(ii) the Company uses facial recognition systems for entry into the Premises and the Member has obtained the consent of persons permitted by the Member to enter the Premises, persons employed by it and/or working for it for the capture of their facial image for the aforesaid purpose.

17. Entire Agreement

Save for the House Rules, the agreement between the Landlord of the Premises and the Company, any bye-laws or regulations in respect of the Building and/or the Premises including any occupancy manual, this Agreement constitutes the entire agreement between the Member and the Company with respect to the services provided and supersedes all prior and contemporaneous proposals, agreements, negotiation, representations, writing, understanding and all other communications, whether written or oral, between the Company and the Member with regard to such services.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

Signed by)
Name: BRYAN CHUA)
for and on behalf of)
UCLUB CENTRAL PTE LTD)

In the presence of)
Name: Carin Lian)
NRIC / Passport No: 016E)

Signed by)
Name: PETER STEGEL)
for and on behalf of)
SOTECO INTERNATIONAL PTE LTD)

in the presence of)
Name: Vrisneswari d/o Elango)
NRIC / Passport No: S9238523Z.)