

SERVICE AGREEMENT

MADE BETWEEN

NOUSQ PTE. LTD.

AND

LAU YEW LEE, DENNIS

Dated 28 August 2025

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THIS AGREEMENT is made on 28 August 2025

BETWEEN:-

- (1) **NOUSQ PTE. LTD.** (Company Registration No: 201814316W), a company incorporated in Singapore and having its registered address at 73 Ayer Rajah Crescent #02-25 LaunchPad@One-North Singapore 139952 (the "**Company**");
- AND**
- LAU YEW LEE, DENNIS** (NRIC No. **S7918883B** of 158D Rivervale Crescent, U13-667, Singapore 544158 (the "**DL**"),
- (collectively the "**Parties**" and each a "**Party**").

WHEREAS:

- (A) The Company is in the business of innovating and developing novel medical technological devices. The Company has developed the novel medical technology device called "CLiKX" (the "**Product**") and is currently in the process of carrying out pivotal clinical trials (together the "**Trials**") with the Product.
- (C) DL has agreed to collaborate with the Company on developing and establishing the Product and participating in the Company, and the Company is desirous of appointing DL as Chief Operating Officer of the Company ("COO") on the terms and subject to the conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:-

I. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the subject or context otherwise requires:-

- I.1 the following words and expressions shall have the following meanings:-

"**Affected Business**" has the meaning set out in Clause 6.2;

"**Appointment Period**" means the period that this Agreement, and DL's appointment hereunder, is in force;

"**Board**" means the board of directors of the Company from time to time;

"**Business**" means the business of innovating and developing medical technology devices such other business as the Company may decide to undertake (whether on its own or through its Subsidiaries) from time to time;

"**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore;

"**computer output**" includes a statement or representation (whether in written, printed, pictorial, graphical or other form) purporting to be a statement or representation of fact:-

- (a) produced by a computer; or
- (b) translated from a statement or representation so produced;

"computer program" includes data representing instructions or statements that, when executed in a computer, causes the computer to perform a function;

"computer service" includes computer time, data processing and the storage or retrieval of data;

"Confidential Information" shall mean all information and data (whether recorded or not and, if recorded, in whatever form on whatever media and by whomsoever recorded) relating to all or any part of the business, organisation, operations, dealings, property, assets, technology, activities, services, financial affairs, management and administration of the Company and/or its Subsidiaries and which is confidential to the Company and/or its Subsidiaries or treated as confidential, including, without limitation, technical information, client lists, trade names, trademarks, service marks or other proprietary business designations used or owned by the Company and/or its Subsidiaries but shall not include information or material in the public domain;

"data" includes representations of information or of concepts that are being prepared or have been prepared in a form suitable for use in a computer;

"Effective Date" means 1 October 2025

"Group" means the Company and its Subsidiaries, from time to time;

"Intellectual Property Rights" means:-

- (a) trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs, inventions and patents, in whatever form on whatever media including computer output, computer program and computer service;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); and
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b);

"Inventions" shall mean all patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works (including without limitation computer programs), new designs and the like discovered or created by the Co-Founder in the course of his appointment or discovered or created as a result (whether directly or indirectly) of anything done by him in pursuance of his duties hereunder and/or based (directly or indirectly) on any item of the Confidential Information;

"Prescribed Period" has the meaning set out in Clause 6.2;

"Product" has the meaning set out in Recital (A);

"Service Fee" has the meaning set out in Clause 5.1;

"Subsidiary" has the meaning ascribed to it in the Companies Act (Cap. 50) of Singapore;

"S\$" means the lawful currency of Singapore;

"Territory" has the meaning set out in Clause 6.2;

"Trials" has the meaning set out in Recital (A); and

"US\$" means the lawful currency of the United States of America;

- 1.2 any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of

this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into hereunder or in connection with this Agreement;

- 1.3 references to Clauses are to clauses of this Agreement;
- 1.4 the headings in this Agreement are for convenience only and shall not affect the interpretation hereof; and
- 1.5 unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate and the use of any gender shall include all genders.

2. APPOINTMENT

- 2.1 The Company hereby appoints DL as Chief Operating Officer of the Company, and the DL hereby accepts the appointment to work with the Company as its Chief Operating Officer or in such office(s) as the Company may from time to time direct.
- 2.2 This Agreement shall be deemed to have commenced on the Effective Date and the Appointment shall continue unless terminated in accordance with this Agreement.

3. PROBATIONARY PERIOD

- 3.1 DL shall serve a probationary period of three (3) months.
- 3.2 Upon completion of the probationary period to the satisfaction of the Company (determined at the sole discretion of the Company), the Company may confirm the Co-Founder's appointment in writing. During the said probationary period, notwithstanding the provisions of Clause 10 (*Termination*), either Party may terminate this Agreement by giving not less than one (1) month's notice to the other Party.

4. DUTIES OF A COO

- 4.1 The COO shall devote substantially the whole of his time, attention and skill to the duties of his office and shall faithfully and diligently perform such duties and exercise such powers as may from time to time be assigned to or vested in him. In carrying out his duties, the COO shall report to Dr Lynne Lim or any appropriate person as appointed by the Company. He shall also obey all reasonable and lawful directions given to him by or under the authority of the Board and shall use his best endeavours to promote the interests of the Group.
- 4.2 The COO shall comply with the terms of the Company's human resource handbook (as amended from time to time). Such terms shall apply to and are deemed to be incorporated into this Agreement.
- 4.3 The overarching mandate is to deliver efficient and effective day-to-day functioning at the company. This will include strategic planning and management of people, processes, resources, vendors and partners so as to ensure smooth operations to achieve organizational goals. During the Appointment Period, the duties of the COO shall include (but not in any way be restricted to):-
 - 4.3.1 **Quality Control and Compliance**
 - Initiates, implements, manages and maintains quality control measures to ensure products and services meet or exceed customer expectations.
 - Ensuring compliance with relevant regulatory requirements, safety standards, accrediting organizations and licensure requirements.
 - Identifying and resolving quality control issues and implementing corrective actions.

4.3.2 Process Optimization:

- Analyzing existing processes to identify areas for improvement and streamlining operations.
- Developing and implementing new processes and procedures to enhance efficiency and productivity.
- Utilizing best practices and innovative solutions to optimize workflows and resource allocation.

4.3.3 Overseeing Daily Operations:

- Ensuring smooth and efficient execution of daily tasks and processes within the organization. This includes R&D, manufacturing and production, supply chain, purchasing, clinical trials, regulatory clearance and product registration, together with the relevant management team, consultants and advisors.
- Monitoring performance and productivity, identifying bottlenecks, and implementing solutions to optimize operations.
- Managing resources, including personnel, materials, and equipment, to maximize efficiency and minimize waste.

4.3.4 Strategic Planning and Implementation:

- Developing and implementing operational strategies aligned with overall business objectives.
- Analyzing data and performance metrics to identify areas for improvement and implement necessary changes.
- Creating and managing budgets for operational activities.

4.3.5 Team Management and Leadership:

- Hiring, training, and supervising staff, fostering a positive and productive work environment.
- Providing guidance and support to team members, ensuring they have the resources and knowledge to perform their roles effectively.

4.3.6 Collaboration and Communication:

- Collaborating with other departments, such as finance, marketing, and human resources, to achieve organizational goals.
- Communicating effectively with various stakeholders, including management, employees, and external partners.
- Sharing information and updates on operational performance and initiatives.

4.3.7 Performs other duties as requested by the board of directors

4.3.8 Travel as needed to meet the above requirements

- 4.4 The COO's normal place of work shall be at the Company's office in Singapore but the COO may be required to perform his duties in such other place or places within Singapore or overseas as the Company reasonably requires.

- 4.4 The COO's working hours are from 9.00 a.m. to 6.00 p.m. (inclusive of a one hour lunch break) from Monday to Friday. The Company reserves the right to vary these hours. The COO may also be required to work such additional hours as may be necessary for the proper performance of his duties with no overtime pay.
- 4.5 Non-NousQ activities like the declared management of your cafeteria should not be significant nor should be performed during the NousQ working hours as indicated in section 4.4 of this Agreement unless approval has been granted by the CEO. Such non-NousQ activities must not negatively impact your performance and effectiveness as a COO in NousQ.

5. REMUNERATION

- 5.1 In consideration of the COO's efforts as set out in this Agreement, the Company shall pay to DL during the period of his appointment hereunder the following remuneration (the "**Compensation**"), which shall be payable in arrears on the 27th day of each month, or if that is not a Business Day, on the immediately preceding Business Day.
- 5.2 The COO's remuneration [REDACTED] per month commencing from the Effective Date.
- 5.3 The Compensation may be reviewed yearly at the discretion of the Company. In the event of any increase of the Compensation being determined by the Company the increase shall thereafter have effect as if it were specifically provided for as a term of this Agreement.
- 5.4 The Company may (but has no obligation to do so), during the continuance of the appointment of the COO, pay to the COO a discretionary bonus, at such times and in such amounts as the Company may decide.
- 5.5 As the COO, DL will be eligible for annual incentive awards in accordance with the terms of the Company's compensation guidelines for Employees, as approved by the Board of Directors. This will include grants from a planned inaugural Employee Share Option Plan (ESOP). ESOP awards will be based on a comprehensive evaluation on performance.
- 5.6 The ESOP grant will be from the inaugural ESOP plan which is being finalised and grant details will be shared with you separately. The initial grant will [REDACTED] subject to progress milestones and an aligned vesting schedule. A separate ESOP Letter of Grant will be issued to you specifying the terms and conditions of the ESOP grant.

6. NON-COMPETITION

- 6.1 DL hereby irrevocably and unconditionally covenants and agrees with and undertakes to the Company that he shall not at any time during the Appointment Period and during the Prescribed Period:-
- 6.1.1 be employed, engaged or interested within the Territory that is in competition (whether directly or indirectly) with the Affected Business;
- 6.1.2 carry on for his own account, either alone or in partnership (or be concerned as a director or shareholder in any company engaged), in any business competing directly or indirectly with the Affected Business within the Territory;
- 6.1.3 assist with technical advice in relation to any business competing directly or indirectly with the Affected Business within the Territory;
- 6.1.4 solicit or entice away or attempt to solicit or entice away from the Group the custom of any person, firm, company or organisation who shall at any time have been a customer, client, distributor or agent of the Group or in the habit of dealing with the Group;

- 6.1.5 solicit or entice away or attempt to solicit or entice away from the Group any person who is an officer, manager or employee of the Group whether or not such person would commit a breach of his contract of employment by reason of leaving the Group;
- 6.1.6 in relation to any trade, business or company, use any name in such a way as to be capable of or likely to be confused with the name of any member of the Group and shall use all reasonable endeavours to procure that no such name shall be used by any other person, firm or company;
- 6.1.7 assist with technical advice any person, firm or company engaged in the manufacture and/or marketing of any product(s) or service(s) in competition with the Group which is likely to involve the disclosure or use by the Co-Founder of trade secrets of the Group; and
- 6.1.8 otherwise be interested, directly or indirectly, in any business competing with the Affected Business within the Territory,

with the intent that each of these restrictions shall constitute an entirely separate and independent restriction on the COO.

- 6.2 For the purpose of Clause 6.1, the following definitions shall apply:-

"Affected Business" means the Business and/or any other business out by the Group from time to time;

"Prescribed Period" means the 24-month period after the expiry or termination of this Agreement, whichever is the earlier; and

"Territory" means Asia Pacific, United States of America and the European Union and/or in any other country in which the Group has operations as at the date of termination of DL's appointment as the COO with the Company.

- 6.3 DL shall not by any means and at any time (whether during or after his appointment), use any information whatsoever which he may possess during the course of his appointment with the Company in any manner which may cause loss or injury to the Group and should he come into possession of any trade secrets, confidential information or other information of a proprietary nature, he undertakes irrevocably and unconditionally not to disclose these to any party at any time (whether during or after his appointment) without the Company's prior written consent unless or until the information is in the public domain through no act or omission of DL and through no breach or default of any other person under an obligation of confidentiality in respect of such information, whereupon to the extent that it is public this obligation shall cease.
- 6.4 Provided that while the restrictions in Clauses 6.1 and 6.3 are considered to be reasonable in all the circumstances it is agreed between the Parties that if any one (1) or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the Group's legitimate interest but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner then the restriction shall apply with such deletions, restrictions or limitations, as the case may be.

7. INTELLECTUAL PROPERTY RIGHTS

DL irrevocably and unconditionally recognises, covenants and agrees with and undertakes to the Company that:-

- 7.1 the Intellectual Property Rights are the sole property of the Company and/or its Subsidiaries (as the case may be) and that the Intellectual Property Rights which arise in the course of the Business shall belong to the Company and/or its Subsidiaries (as the case may be);

- (b) DL recognises that the remedy at law for any breach by him of the terms of this Agreement may be inadequate and the Company shall be entitled to equitable remedies in the event of any breach.

12. INDEMNITY

DL shall indemnify the Company (or its nominee), and its respective officers and each of them and keep the Company (or its nominee) and its respective officers and each of them indemnified from all costs, damages, losses and expenses whatsoever (including legal costs on a solicitor/client basis) which the Company (or its nominee) and/or its respective officers and each of them may suffer, bear, incur or pay either directly or indirectly as a result of or incidental to any breach of this Agreement.

13. MISCELLANEOUS

- 13.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or electronic mail addressed to the intended recipient thereof at its address and/or electronic mail address set out below (or to such other address or electronic mail address as any Party may from time to time notify the others).

To the COO : **LAU YEW LEE, DENNIS**
158D Rivervale Crescent, U13-667, Singapore 544158
Tel No: +65 8910 6983
Email: dennis1779@gmail.com

To the Company : **NousQ Pte. Ltd.**
73 Ayer Rajah Crescent
#02-25 LaunchPad @One-North
Singapore 139952
Tel: +65 91881587
Email: lynne@nousQ.com
Attention: Lim Hsueh Yee Lynne

Any notice, demand or communication delivered in accordance with this Clause 13.1 shall be deemed to have been duly served:-

- 13.1.1 in the case of delivery by hand, when delivered;
- 13.1.2 in the case of facsimile, immediately upon the receipt by the sender of a confirmation note or any similar transmission report indicating that the notice or communication has been sent in full to the recipient's facsimile machine;
- 13.1.3 in the case of electronic mail, only when actually received in readable form, within 4 hours of sending, provided that the sender does not receive a transmission failure report and any electronic communication which becomes effective, in accordance with the foregoing, after 5pm in the place of receipt shall be deemed only to become effective on the following day; or
- 13.1.4 in the case of registered post (if despatched to an address within the country of the sender) 5 days or (if despatched by registered air-letter to an address outside the country of the sender) 10 days after posting, and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

IN WITNESS WHEREOF the Parties have hereunto set their hands the day and year first above written.

THE COMPANY

SIGNED BY)
 LIM HSUEH YEE LYNNE)
 for and on behalf of)
NOUSQ PTE. L.TD.)
 in the presence of:-)

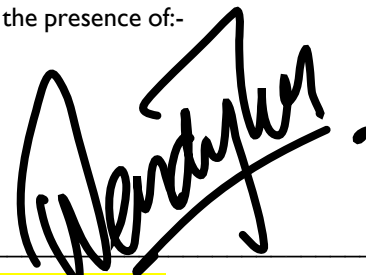
Name of witness:

NRIC/Passport No.:

THE CHIEF OPERATING OFFICER

SIGNED BY)
LAU YEW LEE, DENNIS)
 in the presence of:-)





Name of witness: Wendy Toh

NRIC/Passport No.: S8570904F