

SERVICE AGREEMENT

MADE BETWEEN

NOUSQ PTE. LTD.

AND

TAN GEOK YEN

Dated 20 February 2026

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THIS AGREEMENT is made on date

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

- (2) **TAN GEOK YEN** (NRIC No. S7114084I) of Apt Blk 528 Jalan Jelapang Road #14-91 Singapore 670528 ("**Jeanie Tan**" or "**JT**"),

(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 commencing the commercialisation of the Product in the Asia Pacific region. The Company also carrying out US pivotal clinical trials (together the "**Trials**") with the Product.
- (C) JT has agreed to collaborate with the Company on the sales, marketing and commercialisation of the Product in Singapore and the Asia Pacific region, and the Company is desirous of appointing JT as Regional Business Development Director ("**RBDD**") 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:-

- 1.1 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 JT'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 9 April 2026

"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 JT in the course of her appointment or discovered or created as a result (whether directly or indirectly) of anything done by her in pursuance of her 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 JT as the RBDD of the Company, and the JT hereby accepts the appointment to work with the Company as its RBDD 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 JT 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 RBDD appointment in writing. During the said probationary period, notwithstanding the provisions of Clause 10 (*Termination*), either Party may terminate the Agreement by giving not less than one (1) month's notice to the other Party.

4. DUTIES OF A RBDD

- 4.1 The RBDD shall devote substantially the whole of her time, attention and skill to the duties of her 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 her. In carrying out her duties, the RBDD shall report to Dr Lynne Lim or any appropriate person as appointed by the Company. She shall also obey all reasonable and lawful directions given to her by or under the authority of the Board and shall use her best endeavours to promote the interests of the Group.
- 4.2 The RBDD 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 During the Appointment Period, the duties of the RBDD shall include (but not in any way be restricted to):-
 - 4.3.1 Customer Development & Sales Execution
 - Achieving the annual revenue and sales targets as determined by the Company's management and the board of directors.
 - Assist in obtaining the necessary approvals for the reimbursement of CLiKX® in the respective APAC markets
 - Lead and drive product adoption, in accordance to the aligned strategies.
 - Build and maintain relationships with KOLs, ENT specialists, surgeons, and procurement managers in the region.
 - Support product trials, evaluations, and clinical presentations to facilitate adoption.

- Collaborate with distributors on lead generation and sales pipeline management in line with the annual sales target for the Asia Pacific region as defined by Management
- Represent the company at industry events and conferences.

4.3.2 Distributor Identification, Evaluation & Management

- Identify, evaluate, and onboard medical device distributors across the region, prioritizing initial target markets.
- Establish strong partnerships with distributors through structured engagement and performance monitoring.
- Negotiate and oversee commercial agreements and distributor performance metrics.
- Deliver product training, marketing assets, and ongoing support to maximize sales performance.

4.3.3 Market Strategy Development & Commercial Planning

- Collaborate with leadership to develop and execute go-to-market and commercialization strategies tailored to regional needs.
- Conduct thorough market analysis of competitors.
- Identify growth opportunities, customer segments, and critical success factors.
- Ensure strategic alignment with company objectives and product roadmap.

4.3.4 Cross-functional Collaboration & Reporting

- Coordinate with internal teams including regulatory, marketing, clinical, and product development to ensure market readiness.
- Relay customer and distributor feedback to inform product and marketing strategies.
- Prepare detailed market and performance reports for company leadership.
- Maintain accurate CRM records and document key commercial activities.

4.4 Performs other duties as requested by the CEO

4.5 Travel as needed to meet the above requirements

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

4.7 The RBDD'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 RBDD may also be required to work such additional hours as may be necessary for the proper performance of her duties with no overtime pay.

5. REMUNERATION

5.1 In consideration of the RBDD's efforts as set out in this Agreement, the Company shall pay to JT during the period of her 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 RBDD's remuneration is  **per month** commencing from the Effective Date.

5.3 As the RBDD, JT will be eligible for the Company's commission schemes and 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.

- 5.4 A transport allowance of up to [REDACTED] a month will be reimbursed to JT by the Company based on the receipts JT provides to the Company.
- 5.5 On the achievement of the 2026 revenue target of at least US\$ 120,000 for the sale of the Product's single-use disposable shafts (as at 31 December 2026), JT will receive a one-time bonus payment of [REDACTED] which will be paid 12 months from the Effective Date.
- 5.6 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.
- 5.7 The Company may (but has no obligation to do so), during the continuance of the appointment of the RBDD, pay to the RBDD a discretionary bonus, at such times and in such amounts as the Company may decide.
- 5.8 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 be 40,000 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 JT hereby irrevocably and unconditionally covenants and agrees with and undertakes to the Company that she 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 her 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 her 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 JT 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 RBDD.

- 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, and/or in any other country in which the Group has operations as at the date of termination of JT's appointment as the RBDD with the Company.

- 6.3 JT shall not by any means and at any time (whether during or after her appointment), use any information whatsoever which she may possess during the course of her appointment with the Company in any manner which may cause loss or injury to the Group and should she come into possession of any trade secrets, confidential information or other information of a proprietary nature, she undertakes irrevocably and unconditionally not to disclose these to any party at any time (whether during or after her appointment) without the Company's prior written consent unless or until the information is in the public domain through no act or omission of JT 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

JT 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);
- 7.2 notwithstanding any originality, effort, expense and skill originating from the RBDD during the term of the appointment, JT shall not during or after her appointment have any right, title or interest in or to the Intellectual Property Rights (by themselves or in combination with any other literary, dramatic, musical or artistic work including computer program, computer output, computer service and data) and any goodwill arising through any use thereof, and that all such right, title or interest shall be vested legally and exclusively in the Company and/or its Subsidiaries (as the case may be);
- 7.3 in the event any Intellectual Property Rights shall vest or shall come to vest in JT at any time as a result (whether directly or indirectly) of the operation of law or of anything done by her in pursuance of her appointment under the laws of Singapore and all other countries, JT shall be deemed to have immediately assigned all such Intellectual Property Rights absolutely to the Company for the full term during which such Intellectual Property Rights shall subsist and this Agreement shall constitute the written assignment of the same;
- 7.4 JT shall forthwith upon demand at the expense of the Company execute all documents and do all such acts and things required to vest or perfect any vesting of all Intellectual Property

Rights legally and exclusively in the Company or any nominee or assignee of the Company (as the Company shall direct); and

- 7.5 JT shall not without the Company's prior written consent enter into any arrangement whereunder any third party is commissioned or appointed (in her own capacity or as agent for the RBDD) to assist JT in any manner that may confer any intellectual property right (including, without limitation, the Intellectual Property Rights), interest or title upon such third party. Notwithstanding the foregoing, JT shall forthwith upon demand secure the valid assignment of such intellectual property right, interest or title assignment or licences from such third party upon terms acceptable to the Company so that the said rights may vest legally and exclusively in the Company or any nominee or assignee of the Company.

8. BENEFITS

- 8.1 The Company shall at its own expense reimburse JT for all travelling, hotel, and other out-of-pocket expenses reasonably incurred by her in the discharge of her duties hereunder provided that the company preapproves the expenses.
- 8.2 JT shall be entitled to all other remuneration and benefits generally available to employees of the Company or as the Board shall from time to time determine, Provided that it is expressly agreed that any of such other remuneration and benefits may be removed and/or amended and/or replaced by the Company from time to time.

9. LEAVE

- 9.1 JT shall be entitled without loss of remuneration to 20 days' leave a year (in addition to public holidays in Singapore and other statutorily prescribed leave) to be taken at such time or times as may be approved by the Company.
- 9.2 JT shall be entitled to carry forward the balance of her leave entitlement in one (1) year to the first 3 months of the following year, provided always that in any one (1) year, no more than 7 days may be carried forward from the preceding one (1) year.
- 9.3 JT shall be entitled to 14 working days medical leave per year, if no hospitalization is necessary. Where hospitalization is required, the 14 working days would be extended to up to 60 working days as certified by a doctor approved by the Company. All medical leave is required to be evidenced by medical certificates issued by a medical doctor approved by the Company or by government hospitals and outpatient clinics.
- 9.4 The Employee shall be entitled to such additional leave and benefits as provided by law from time to time.

10. TERMINATION

- 10.1 This Agreement shall be subject to termination by the Company (without prejudice to and in addition to any other remedy):-
- 10.1.1 by not less than one months' written notice given at any time while JT is incapacitated by reason of ill-health or accident from performing her duties hereunder and where JT shall have been so incapacitated for a total period of 60 days or more (whether or not consecutive) in the preceding 12 months;
- 10.1.2 by summary notice:-

- (a) if JT has committed a material breach of the terms of this Agreement and, where the same is capable of remedy, it is not remedied to the reasonable satisfaction of the Company within 10 Business Days of notification to do so by the Company;
- (b) if JT does any act or thing which may reasonably bring herself or the Company into disrepute;
- (c) if JT shall become insolvent or unable to pay her debts as they fall due or if any petition is presented by any person for the bankruptcy of JT or if JT shall make any arrangement with creditors for liquidation of her debts by composition or otherwise or if any distress execution or attachment shall be levied upon or issued against any of the property or assets of JT then and in any of the said cases
- (d) if JT shall have been convicted of a criminal offence under any applicable law for which JT has been sentenced to a term of imprisonment for a period of six (6) months or more;
- (e) if JT shall have committed any act of material dishonesty, fraud, gross misconduct, or gross negligence, whether or not in connection with or referable to appointment;
- (f) if JT persistently neglects or refuses, without reasonable cause, to attend to the business of the Group
- (g) if JT flagrantly or persistently fails to observe and perform:
 - (i) any of the duties and responsibilities imposed by this Agreement or which are imposed by law; and
 - (ii) any reasonable and lawful order given to her by the Board in the course of her appointment;
- (h) if JT shall during the Appointment Period, be absent (other than during periods of statutory holiday and Annual Leave) for an aggregate period of 14 working days without the prior consent of the Company;
- (i) if JT is declared and medically certified to be permanently incapacitated or disabled (whether mentally or physically) and is unable to perform her duties under this Agreement;
- (k) if JT otherwise acts in breach of this Agreement so as to materially prejudice the business of the Company; and

10.1.3 by not less than 3 months' notice in writing of such termination (during which period JT shall continue to be bound by her obligations in this Agreement, but the Company may waive the requirement that JT attend at the office save for handing over requirements).

10.2 This Agreement may be terminated by JT giving to the Company not less than 3 months' prior written notice of such termination.

10.3 Upon termination of this Agreement for whatever reason:-

10.3.1 JT shall immediately and without claim for compensation resign from all positions and offices held in the Company and the Group;

10.3.2 JT shall deliver to the Company in proper order and condition all books, documents, papers, materials, office equipment, telephones, computers and data storage devices, and any other property or assets relating to the business or affairs of the Company which may then be in JT's possession or under her control; and

- 10.3.3 JT shall not at any time thereafter represent herself as being in any way connected with the business of the Company or the Group,

and in the case where the Company has given notice of termination in accordance with Clause 10.1.3, the obligations in Clauses 10.3.1 and 10.3.2 shall take effect immediately upon such notice being given to JT.

II. CONFIDENTIALITY

II.1 RBDD's Obligations

JT covenants and agrees with and undertakes to the Company for the benefit of the Company and the Group that:-

- 11.1.1 JT shall not by any means and at any time (whether during or after her appointment) use any Confidential Information or trade secret whatsoever which she may obtain in connection with her appointment in the Company in any manner which may cause detriment, loss or injury to the Company, or disclose to any other party at any time any such Confidential Information or trade secrets in her possession or control unless or until it is in the public domain through no act or omission of JT or her agents, whereupon to the extent that it is public this obligation shall cease;
- 11.1.2 all communications between JT and the Company and all Confidential Information and other material supplied to or received by JT arising from or in connection with her appointment with the Company and any information concerning the business transactions or the financial arrangements of the Company and/or its Subsidiaries or of any person with whom the Company is in a confidential relationship coming to the knowledge of JT shall be kept confidential by JT unless or until compelled to disclose by judicial or administrative procedures or by other requirements of law, or if JT can reasonably demonstrate that it is (or part of it is), in the public domain through no act or omission of JT or her agents, whereupon, to the extent that it is a public, this obligation shall cease;
- 11.1.3 all documents (including copies), storage devices (including external hard drives, thumb drives, etc) and other material (in whatsoever medium) held by JT containing or referring to Confidential Information or relating to the affairs and business of the Company and/or its Subsidiaries (whether or not prepared by JT or supplied by the Company) shall be the property of the Company and/or its Subsidiaries (as the case may be);
- 11.1.4 JT shall hold the whole of the Confidential Information as the property of the Company and/or its Subsidiaries (as the case may be) and deliver up to the Company forthwith upon demand all confidential documents, and in any event, not later than seven (7) days from the date of termination of JT's appointment, whether requested to do so or not. JT shall further destroy all its notes and reports on the Confidential Information in her possession or custody;
- 11.1.5 JT shall ensure that proper and secure storage is provided for documents containing the Confidential Information at all times whilst the same are in the possession or under control of JT;
- 11.1.6 JT shall take all steps necessary to prevent accidental disclosure of the Confidential Information to a third party;
- 11.1.7 in the event that the Company obtains trade secrets or other Confidential Information from any third party, JT shall not without the consent of the Company at any time (either during her appointment hereunder or after its termination) infringe restrictions on disclosure agreed to by the Company and made known to JT;
- 11.1.8 the RBDD has a fiduciary obligation of confidentiality to the Company and its Subsidiaries in relation to the Confidential Information.

The obligations contained in this Clause 11 (*Confidentiality*) shall endure, even after the termination of JT's appointment, without limit in point of time except and until any Confidential Information enters the public domain as set out above.

11.2 Provision of Information to Third Parties

If the Company consents pursuant to Clause 11.1 (*RBDD's Obligations*) to the Confidential Information being made available to a third party then before so doing JT shall ensure that the third party having access to the Confidential Information:-

- 11.2.1 understands that the Confidential Information is confidential and of a proprietary nature;
- 11.2.2 executes a confidentiality agreement on the same terms and conditions mutatis mutandis as are contained in this Agreement or upon other terms acceptable to the Company; and
- 11.2.3 does not discuss, confirm the existence of, or supply the Confidential Information with or to any person who has not been authorised by the Company to receive it or who has not signed a confidentiality agreement in the terms set out in Clause 11.2.2.

11.3 Injunctive Relief and Enforcement

- 11.3.1 Due to the special and unique nature of the Confidential Information, JT covenants and agrees with and undertakes that the Company shall be entitled to seek immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard such proprietary, confidential, unique, and special information of the Company and its Subsidiaries and that money damages alone would be an insufficient remedy with which to compensate the Company and/or its Subsidiaries for any breach of RBDD's confidential obligations.
- 11.3.2 JT hereby agrees that in the event that it is necessary for the Company to institute any proceedings for an injunction then, if successful in such action, all costs incurred by the Company on a solicitor/client basis in connection with such proceedings shall be recoverable from JT as a debt.
- 11.3.3 The Parties agree that:-
 - (a) The Company shall be entitled to enforce the provisions of this Agreement with respect to any of the Confidential Information; and
 - (b) JT recognises that the remedy at law for any breach by her 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

JT 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 RBDD : **Tan Geok Yen**
 Apt Blk 528 Jalan Jelapang Road #14-91
 Singapore 670528
 Tel No: +65 9270 1976
 Email: jeatan@singnet.com.sg

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.
- 13.2 The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof which in accordance with their terms are expressed to operate or have effect after the expiration or determination of this Agreement.
- 13.3 This Agreement is in substitution for all previous contracts of service between the Company and JT (if any) which shall be deemed to have been terminated by mutual consent as from the date on which this Agreement commences.
- 13.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein.
- 13.5 In the event that any term condition or provision of this Agreement is held to be in violation of any applicable law statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term condition or provision had not originally been contained in this Agreement.
- 13.6 JT hereby agrees with and undertakes to the Company to do all such other acts and things and to sign and execute (or process the signing and execution of) all such documents and instruments as may be necessary or expedient or requested by the Company to give effect to the terms of this Agreement.

- 13.7 The Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce this Agreement or any of its terms.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall be governed by and be construed in accordance with the laws of the Republic of Singapore.
- 14.2 In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the Republic of Singapore, and irrevocably waives any objection on the grounds of *forum non conveniens*.

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: Ricardo Villanueva

NRIC/Passport No.: S1810654Z

Regional Business Development Director

SIGNED BY)

JEANIE TAN)

in the presence of:-)

Name of witness:

NRIC/Passport No.: