

CO-FOUNDERS' AGREEMENT

THIS AGREEMENT is made on the day of 2019 between:

1. **CHEW CHEE SENG** (NRIC/Passport number: [*]) of Residential Address ("Founder 1"); and
2. **WOON YEOW KAN** (NRIC/Passport number: [*]) of Residential Address ("Founder 2")
3. **GE CONSULT ASIA SDN BHD** (Registration number: 1170615-T) of Registered Office Address ("Founder 3")

(Each a "Party" and jointly referred to as the "Parties").

WHEREAS:

- (A) The Parties are collaborating to develop together a business concept related to a decentralised peer to peer marketplace platform named CLINIQ, which target aesthetic and cosmetic beauty mobile and web application (the "**Business Concept and Technology**"), which will be transferred to a company to be formed and incorporated by the Parties under the Companies Act of Singapore (Cap. 50) (the "**Company**") and the Company will acquire CLINIQ NETWORK SOLUTIONS SDN BHD, a company incorporated in Malaysia. In this Agreement, the term "**Collaboration**" shall refer to the working relationship of the Parties before incorporation of the Company.
- (B) In connection with the Collaboration, and in consideration for a mutually agreeable framework which shall serve as the foundation for the Parties to successfully develop the Business Concept and Technology, the Parties agree to the terms and conditions hereinafter appearing.

1. TRANSFER OF OWNERSHIP TO THE COMPANY

- (a) Once the Company is formed, all intellectual property rights and ownership of the business concept and related technology will belong to the Company, not the Parties. Each Party shall grant and assign to the Company immediately upon its formation all of his or her right, title, and interest in and to the Business Concept and Technology (including all right, title and interest to intellectual property thereto), including all ideas (however formed or unformed) and labor and/or work product that results from any task or work performed by the Party that relates to the Business Concept or Technology for the full term of such rights (the "**Rights**") in the form of the Party's Intellectual Property, Moral Rights and Confidentiality Deed ("**Deed**") as set out in Schedule 2 of this Agreement.
- (b) Any future agreement that requires an ownership interest in the Business Concept and Technology and related intellectual property to be transferred to a third party before the formation of the Company must be agreed upon by each Party, whereupon the obligations of this Co-Founders' Agreement must be disclosed to that third party.

2. CONFIDENTIALITY

The Parties agree to keep the Business Concept and Technology confidential and shall take all necessary steps to keep the Business Concept and Technology confidential until the formation of the Company. Disclosure of the Business Concept and Technology will occur only if necessary and only upon consent of all Parties. After formation of the Company, the Parties shall further detail and define any confidentiality obligations.

3. OWNERSHIP STRUCTURE OF COMPANY

- (a) The Parties agree to subscribe to the following share ownership of the Company in consideration of the Parties' service referred to in Clause 4 below, in the Company's Constitution for the formation of the Company:

Parties	No. of Shares	Class of Shares	Subscription amount
Founder 1	87,200	Ordinary	RM 972
Founder 2	5,000	Ordinary	S\$50
Founder 3	5,000	Ordinary	S\$50

- (b) The share ownership structure in Clause 3(a) may be amended before incorporation of the Company subject to the mutual consent by the Parties.
- (c) The shares issued to each Party (the "**Shares**") shall be ordinary shares and there is no difference in the rights (including but not limited to voting and distribution rights) accorded to these shares issued to each Party.
- (d) The shares issued to Founder 2 and Founder 3 shall be on a vesting schedule to be determined and executed by the Parties in the agreement as set out in Schedule 3 of this Agreement.

4. COMPOSITION OF THE BOARD

- 4.1 The Parties are entitled to appoint the board of directors of the Company as follow:

- (a) Founder 1 shall have the right to appoint two (2) directors, and to retire and/or remove the said appointed director(s); and
- (b) Founder 2 shall have the right to appoint one (1) director, and to retire and/or remove the said appointed director(s).

- 4.2 Each party acknowledges that a Director appointed under clause 4.1 is the nominee of such parties.

4.3 So long as an honest and reasonable director can form the view that they are acting in good faith and in the best interests of the Company as a whole, a Director may do each of the following:

- (a) have regard to and represent the interests of those parties.
- (b) act on the wishes of those parties in performing any of the Director's duties or exercising any power, right or discretion as a Director.

5. RESERVED MATTERS

The Company may not (by amendment, merger, consolidation or otherwise) do any of the following without the prior approval of the Board and the majority of the shareholders:

- (a) appointment and change of the auditors of the Company;
- (b) substantial acquisition of assets, investments and/or expenditures exceeding the financial limit which shall cumulatively be RM100,000.00 or its equivalent in value for each financial year of the Company, excluding transactions in the ordinary course of business below RM5,000.00 ("**Limit**");
- (c) to raise money, whether via loan or equity, including the issue of any shares, of any amount;
- (d) granting of loans (as well as advances) or providing security for loans, of any amount;
- (e) opening and closing of bank accounts, including operation instructions and the parties have agreed to the following bank operation limits:-
- (f) for amounts up to RM20,000.00, one nominee from any party may authorise or sign;
- (g) for amounts exceeding RM20,000.00, BOTH nominee from the Company on the one part AND nominee from Founder 1 and Founder 2 collectively on the second part, must authorise or sign;
- (h) commencement, withdrawal and/or settlement of any litigation or arbitration involving an amount in excess of the Limit;
- (i) sale or disposal of any fixed assets which is value exceeding the Limit;
- (j) entering into any transactions deemed to be related party transactions by the Act;
- (k) any merger or acquisition, voluntary liquidation, dissolution, recapitalization, restructuring, consolidation or amalgamation;
- (l) the employment, remuneration and/or termination of the directors and chief executive(s), excluding the director in question
- (m) increase, reduce, subdivide, consolidate, convert, redeem, change or cancel the authorised or issued share capital of the other than conversion/redemption of preference shares and pursuant to the public listing;
- (n) approval or alteration of a constitution;
- (o) make any composition or arrangement with its creditors, move for liquidation, receivership or judicial management or do or permit or suffer to be done any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily),
- (p) change of name or trade name;
- (q) listing of the Company on any other stock exchange;

6. DUTIES AND RESPONSIBILITIES

The Parties shall agree to carry out the duties and responsibilities assigned to them, as set out in Schedule 4 of this Agreement, for the period of 3 years from the date of this Agreement, subject to the vesting agreement in Clause 3(c) above.

7. NON-COMPETITION

The Parties shall not for a period of 1 year from the date of separation (i) directly or indirectly be engaged in any other business which competes with the Business Concept and Technology, and (ii) endeavour to entice away from the Company or Collaboration any employee, client, supplier, or key personnel involved in the development of the Business Concept and Technology.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that he or she is not a party to any other agreement that would restrict such Party's ability to perform its obligations as set forth in this Co-Founders' Agreement. Each Party represents and warrants that no third party can claim any rights to any intellectual property or other proprietary right possessed by that Party as it relates to the Business Concept and Technology.

9. MISCELLANEOUS


- 9.1 Confidentiality:** Each party must keep this Agreement, its terms and information it receives about the Company and its business in connection with this Agreement (Confidential Information) confidential, and must not use or disclose that Confidential Information without the prior written consent of the other parties except to the extent that:
- 9.2 Notices:** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email, to the address or email address set out in Schedule 5 (or at such other address as notified from time to time by the party changing its address).
- 9.3 Time of service:** Any notice given under this Agreement will be deemed to be validly given:
- 9.4 Entire agreement:** This Agreement contains all of the terms agreed between the parties relating to the matters dealt with in this Agreement and supersedes and cancels all prior discussions and agreements covering the subject matter of this Agreement. The parties have not relied on any representation, warranty or agreement relating to the matters dealt with in this Agreement that is not expressly set out in this Agreement, and no such representation, warranty or agreement has any effect from the date of this Agreement.
- 9.5 Further assurances:** The parties must each sign all further documents, and do all other things as the Board considers necessary or desirable to give effect to this Agreement.
- 9.6 Amendments:** This Agreement may only be amended by agreement of the parties in writing.
- 9.7 Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by that party of that or any other right or remedy available to it.
- 9.8 No partnership:** Nothing contained in this Agreement will be deemed or construed to constitute any party to be a partner, agent or representative of any other party, or to create any trust or commercial partnership.

- 9.9 No assignment:** No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.
- 9.10 Costs:** Except as otherwise provided in this Agreement, the parties will meet their own costs relating to the negotiation, preparation and implementation of this Agreement.
- 9.11 Partial invalidity:** If any provision of this Agreement becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 9.12 Signature:** This Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute the same Agreement. A party may enter into this Agreement by signing and sending (including by email) a counterpart copy to each other party.
- 9.13 Governing law:** This Agreement, and any non-contractual obligations arising from or in connection with it, will be governed by, and interpreted in accordance with, the laws of Singapore.
- 9.14 Jurisdiction:** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration will be Singapore. The Tribunal will consist of one arbitrator to be appointed by the President of the SIAC. The language of the arbitration will be English.

SIGNING PAGE

Signature:	
Name:	Chew Chee Seng

Signature:	
Name:	Woon Yeow Kan

Signature:	
Name:	
Position:	Director of GE Consult Asia Sdn Bhd

SCHEDULE 2

Co-Founder's Intellectual Property, Moral Rights and Confidentiality Deed

CO-FOUNDER'S INTELLECTUAL PROPERTY, MORAL RIGHTS AND CONFIDENTIALITY DEED

Name: Insert Employee/Contractor Full Name (**you**)

Address: Insert Employee/Contractor home address

Date: [Click here to enter a date.](#)

This Deed sets out your obligations in relation to Company Information and Intellectual Property Rights.

Definitions

Company means Insert Company Name UEN Insert UEN, and also includes any business (whether or not such business is incorporated or registered) which may have existed prior to the incorporation of the Company, but which is currently carried out by the Company.

Company Information means any business, affairs, finances, markets, promotions, strategies, plans, customers, vendors, suppliers, employees, technology, innovations, brands, products, services, computer software, databases, systems, processes, specifications or Intellectual Property Rights (defined below) owned or used by the Company or licensed to the Company. Company Information does not include information that is in the public domain.

Confidential Information means any information:

- (a) regarding the business or affairs (including financial position, internal management, policies and strategies) of a party or its related bodies corporate;
- (b) regarding clients, customers, employees, contractors of, or other persons doing business with, a party or its related bodies corporate;
- (c) regarding the terms and conditions of this Agreement, or the commercial arrangements between the parties; or
- (d) contained in documents produced under or as a result of this Agreement,

which is:

- (e) by its nature confidential;
- (f) designated as confidential by such party; or
- (g) the other party knows, or ought to know, is confidential.

Engagement	<p>means any or all of the following relationships between you and the Company:</p> <ul style="list-style-type: none"> (a) engagement as an employee; (b) engagement as a contractor; or (c) work conducted on a voluntary basis for the purposes of establishing or developing the business conducted by the Company.
Intellectual Property Rights	<p>means all rights conferred under statute, common law or equity now or in the future whether registered or unregistered and wherever in the world subsisting in and related to patents, trade marks, trade names, get-up, designs, domain names copyright, Moral Rights (defined below), circuit layouts, database rights, Know How (defined below), trade secrets and Confidential Information, and any improvements to all of these.</p>
Know How	<p>means scientific, technical and other information which is not in the public domain including inventions, discoveries, concepts, data, ideas, specifications, procedures for experiments and tests and results of experiments, experimentation and testing and results of research and development.</p>
Moral Rights	<p>means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as conferred on an author of a copyright work under the Copyright Act (Chapter 63), and any similar rights that exist or may come into existence under foreign legislation.</p>
<u>Your Obligations</u>	
Passwords, keys and devices	<p>You will not:</p> <ul style="list-style-type: none"> (a) reveal, disclose or otherwise make available to any unauthorized person any Company password or key, whether or not the password or key is assigned to me; or (b) obtain, possess or use in any manner a Company password or key that is not assigned to you. <p>You will use your best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, cell phone, smartphone, personal digital assistant (PDA), software or related technical documentation that the Company issues to you. You will not input, load or otherwise attempt any unauthorized use of software in any Company computer or other device, whether or not the computer or device is assigned to you.</p>
Use of Company Information	<p>You acknowledge that in the course of your Engagement with the Company, you have access to, or may become aware of, Company Information. You will treat all Company Information as confidential and proprietary to the Company and you will take steps to maintain the confidentiality of Company Information including to secure it against theft, loss or unauthorised reproduction or disclosure. You will not use, reproduce or disclose Company Information, or assist or permit any person to use, reproduce or disclose Company Information, except as authorised by the Company in writing.</p>

Intellectual Property Rights Assignment	All Intellectual Property Rights created by you during the course of your Engagement with the Company are owned by the Company. To the extent that there are any Intellectual Property Rights created by you during the course of your Engagement with the Company that are not owned or have not been assigned to the Company, you hereby assign all rights, title and interests to those Intellectual Property Rights in full to the Company. To the extent that you cannot assign your rights, title and interests to the Company, you hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up licence (with rights to sub-licence through multiple tiers of sub-licencees) to fully use, practice and exploit those non-assignable rights, title and interests.
Perfecting the Company's Intellectual Property Rights	You will, during and after the course of your Engagement with the Company, perform all lawfully permitted acts and execute all documents the Company deems necessary or desirable to permit and assist the Company, at its expense, to obtain, prosecute, maintain, perfect and enforce the Company's Intellectual Property Rights and the Company's title to its Intellectual Property Rights. If the Company is unable for any reason to secure your signature to any document required for the purpose of this clause, you hereby irrevocably designate and appoint the Company and the Company's duly authorized officers and agents as your agents and attorneys-in-fact to act for and on your behalf. The foregoing is deemed a power coupled with an interest and is irrevocable.
Moral Rights Consent	You irrevocably consent to all acts or omissions by the Company in relation to your Moral Rights in all works created by you in the course of your Engagement with the Company. This means that the Company may deal with any works created by you in the course of your Engagement in any way it sees fit, including by not attributing my authorship, making any changes to the work and using the work in any context it considers necessary or appropriate.
No Disparagement	During and after your Engagement with the Company, you will not disparage the Company, its products, services, technology, Intellectual Property Rights, customers, vendors, agents or employees.
Return of Materials	At any time upon Company's request, and when your Engagement with the Company is over, you will return all materials (including, without limitation, documents, drawings, papers, software and hardware) containing or disclosing any Company Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, cell phones, smartphones, personal digital assistants or similar items or devices that the Company has provided to you. You will provide the Company with written confirmation that you have complied with this clause.
Injunctive Relief	You agree that if you violate this Deed, the Company will suffer irreparable and continuing damage for which money damages may be insufficient, and the Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law.
Governing Law	This agreement is governed by the laws of Singapore in force from time to time and the Company and you each irrevocably consent to the non-exclusive jurisdiction of the courts of Singapore.

Entire Agreement	This Deed, and your employment deed or agreement, or contract of engagement, with the Company, represents your entire understanding with Company with respect to the subject matter of this Deed and supersedes all previous understandings, arrangements or other agreements, whether written or oral in respect of that subject matter. To the extent that there is a conflict between this Deed and any other deed, agreement or contract, this Deed will prevail.
Survival of your obligations	You understand that the obligations set out in this Deed apply during and after the term of your Engagement with the Company.

You certify and acknowledge that you have carefully read all of the provisions of this Deed and that you understand and will fully and faithfully comply with the provisions of this Deed.

SIGNED, SEALED AND DELIVERED

by Insert Full Name of Employee/Contractor

.....

Signature of employee/contractor

in the presence of Insert name of witness

.....

Signature of witness

Address: Insert address of witness

SCHEDULE 3

Vesting Agreement

Vesting Agreement

Date

Parties

1. The party described as the 'Company' in Schedule 1 (**Company**)
2. Each party described as a 'Founder' in Schedule 1 (each a **Founder**)

Background:

This agreement sets out the parties' agreement on how the Founder's shares in the Company will vest on and from the Cliff Start Date.

AGREED TERMS

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this agreement the following definitions apply:

Accelerated Vesting Event means a Sale Event or an IPO.

Bad Leaver is a person who is not a Good Leaver.

Board means the board of directors for the time being of the Company.

Business Sale means the completion of a sale or series of sales by the Company (or any Subsidiary) of all or substantially all of the business or substantial assets of the Company and its Subsidiaries to one or more third parties.

Buy-Back Shares has the meaning given in clause **Error! Reference source not found.**

Cliff Start Date has the meaning given in clause 2.1(b).

Constitution means the constitution of the Company.

Companies Act means the *Companies Act (Cap. 50) of Singapore* as amended from time to time.

Founder Related Entity means any entity through which a Founder holds Shares (whether directly, indirectly, as a beneficiary of a trust or otherwise).

Good Leaver means any Founder who ceases to be engaged by the Company, whether as an employee or contractor, for any of the following reasons:

- (a) death;
- (b) becoming permanently incapable of discharging efficiently the duties of his or her engagement with the Company or a Subsidiary by reason of ill health or infirmity of mind or body, injury or disability (evidenced to the satisfaction of the Board);

- (c) Redundancy; or
- (d) dismissal in circumstances which have resulted in a successful claim against the Company for unfair dismissal.

IPO means the admission of all or any of the Company's Shares (or any holding company's shares) to trading on the ASX, NASDAQ or any other major exchange.

Ordinary Share means an ordinary share in the Company.

Redundancy means in respect of the Founder, the termination of the Founder's employment with the Company or any Subsidiary by reason of a restructure or a state of affairs within the Company or the Subsidiary whereby the position previously occupied by that person no longer exists within the Company or the Subsidiary and where the Board in its absolute discretion determines that such an event qualifies as a redundancy for the purposes of this agreement.

Sale Event means a Share Sale or a Business Sale.

Shareholders Agreement means the Shareholders Agreement in respect of the Company between the Company and its shareholders, as amended from time to time.

Shares means shares in the Company, including the Ordinary Shares.

Share Sale means the acquisition of ownership, directly or indirectly, beneficially or of record, of shares representing more than 50% of the aggregate, ordinary voting power represented by the issued shares of the Company through the consummation of one or more transactions, other than as a consequence of an equity financing of the Company effected for working capital purposes.

Subsidiary has the meaning given to that term in the Companies Act but also includes an entity that would be considered a subsidiary under generally accepted accounting principles.

Unvested Shares has the meaning given in clause 2.1(c).

1.2 Interpretation

In the interpretation of this agreement, the following provisions apply:

- (a) A reference in this agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Singapore.
- (b) If the day on which any act or thing is to be done under this agreement is not a business day, the act or thing must be done on the next business day.
- (c) A reference in this agreement to dollars or \$ means Singapore dollars and all amounts payable under this agreement are payable in Singapore dollars.
- (d) A reference in this agreement to any law or legislative provision includes any statutory amendment or re-enactment and any subordinate legislation or regulations issued under that legislation.

- (e) A reference in this agreement to any agreement or document is to that agreement or document as amended or replaced.
- (f) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (g) Where a word or phrase is given a defined meaning, another grammatical form in respect of that word or phrase has a corresponding meaning.

2. SHARE VESTING, BUY-BACK RIGHTS, ACCELERATED RELEASE AND SALE PREFERENCE

2.1 Vesting of Unvested Shares

- (a) The Shares held by each Founder or Founder Related Entity will vest as follows:
 - (i) 20% will vest on the 12 month anniversary of the Cliff Start Date;
 - (ii) 30% will vest on the 24 month anniversary of the Cliff Start Date; and
 - (iii) 50% will vest on the 36 month anniversary of the Cliff Start Date,provided that the Founder either remains engaged by the Company to provide services on a full time basis, whether as an employee or contractor or is not a Bad Leaver.
- (b) The "**Cliff Start Date**" means the date the Founder started working full-time for the Company and is set out in Schedule 1 for each Founder.
- (c) Any Shares that have not vested pursuant to clauses 2.1(a) or clause 2.4 are "**Unvested Shares**" for the purposes of this agreement.

2.2 Transfer of Unvested Shares

- (a) If the Founder ceases to be engaged by the Company to provide services on a full time basis and is a Bad Leaver or if the Founder or Founder Related Entity attempts to transfer any of its Unvested Shares (other than as permitted by this agreement), the Company may within 60 Business Days serve a written notice on the Transferring Founder requiring the Transferring Founder to transfer the Transferring Founder Shares to Mr. Chew Chee Seng for a total purchase price of \$1.00 (**Compulsory Transfer Notice**).
- (b) Following the receipt of a Compulsory Transfer Notice:
 - (i) each Shareholder must take all steps necessary or desirable to implement each transaction contemplated by the Compulsory Transfer Notice within five business days (including passing any resolutions and signing any documents necessary or desirable to implement the transactions);
 - (ii) each Director appointed by the Transferring Founder will resign and be automatically removed; and

- (iii) all rights attaching to the Transferring Founder Shares including rights to vote, attend meetings, appoint Directors, receive dividends not declared and participate in future issues will be immediately suspended until the Transferring Founder Shares have been transferred in accordance with the Compulsory Transfer Notice.

2.3 Power of Attorney

In consideration for the Founder and the Company entering into this agreement, the Founder irrevocably appoints each director for the time being of the Company, on a several basis, to be its attorney for the purpose of executing and delivering to the Company, in the name of each Founder or Founder Related Entity (as applicable) and on its behalf, all documents required to be executed by the Founder or Founder Related Entity under this clause 2.

2.4 Accelerated Vesting

If an Accelerated Vesting Event occurs, all remaining Unvested Shares of the Founders or Founder Related Entity will immediately vest and the provisions of clauses 2.1 to 2.3 will cease to apply to those Ordinary Shares.

3. CONFIDENTIAL INFORMATION

3.1 Confidentiality

Each party must keep confidential the terms of this agreement, the contents of all negotiations leading to its preparation and any other information relating to the Company that it obtains as a result of this agreement or anything done under it (**Confidential Information**), and must not disclose or permit the disclosure of such Confidential Information to any other person. If a party becomes aware of a breach of this obligation, that party will immediately notify the other parties.

3.2 Further permitted use and disclosure

This agreement does not prohibit the disclosure of Confidential Information by a party if:

- (a) the other party has consented to the disclosure of the relevant Confidential Information; or
- (b) the disclosure is to a professional adviser in order for it to advise on matters in connection with this agreement and the party disclosing the Confidential Information ensures that the professional adviser complies with this clause; or
- (c) the disclosure is required by applicable law or regulation.

3.3 Obligations to continue after agreement ends

All obligations of confidence set out in this agreement continue in full force and effect after this agreement ends.

4. NOTICES

4.1 Form of notice

- (a) A notice must be in writing and in English.
- (b) A notice may be given on behalf of a person by a solicitor, director or company secretary of the person.

4.2 Means of giving notices

- (a) A notice may be given to the addressee by any of the following means, except that this clause 4.2(a) does not apply to the giving of notices under any other clause of this agreement which expressly specifies another method of giving notices:
 - (i) delivering it to the address of the addressee;
 - (ii) sending it via major commercial rapid delivery courier service to the address of the addressee;
 - (iii) sending it by email to the email address of the addressee referred to in the details in the Details section of this agreement or in clause 4.3.
- (b) If the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

4.3 Specified address for service

- (a) If the address or email address for a party changes the party must notify the change to each other party.
- (b) Until a party notifies a change, the address and email address for that party as set out in Schedule 1.

4.4 Time notices are given

A notice is regarded as received by the addressee at the following times:

- (a) if delivered to the address of the addressee, at the time of delivery; and
- (b) if sent by email, on the date and time at which the recipient receives the email in readable form.

4.5 Proof of service

- (a) In proving service of a notice or other communication, it is sufficient to prove that delivery was made.
- (b) Proof of the sending of a notice by email may be established by production of a copy of the email from the sender which indicates the time that the email was sent in its entirety to the email address of the addressee and that the email was properly addressed and transmitted by the sender's server into the network and that there was no apparent error in the operation on the sender's email system, as the case may be.

- (c) Communications sent by email must state the first and last name of the sender and contain all the information required under this agreement.
- (d) Communications sent by email are taken to be signed by the named sender.

5. MISCELLANEOUS

5.1 Approvals and consents

Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

5.2 Assignments and transfers

A party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other parties and with such consent not to be unreasonably withheld.

5.3 Costs

Each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this agreement and any document related to this agreement.

5.4 Entire agreement

This agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

5.5 Execution in counterparts

This agreement may be executed in counterparts, which taken together constitute one and the same agreement, and any party (including any authorised representative of a party) may enter into this agreement by executing a counterpart. This agreement takes effect when the separately executed documents are exchanged between the parties.

5.6 Further acts

Each party must at its own expense promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it (including voting in favour of any resolution to approve a buy-back of Ordinary Shares under clause 2).

5.7 Governing law and jurisdiction

This agreement is governed by the law of Singapore. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

5.8 Inconsistency with Shareholders Agreement or Constitution

If there is any inconsistency between this agreement and the Shareholders Agreement or the Constitution then the parties agree the terms of this agreement prevail, and agree to abide by this agreement and to do everything required to change the Shareholders Agreement or the Constitution so that it is consistent with this agreement.

5.9 No partnership or agency

Nothing contained or implied in this agreement will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

5.10 Variation

No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties.

5.11 Waivers

- (a) A waiver of any right, power or remedy under this agreement must be signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

Schedule 1 – Details

Item	Details	
Company details	Name:	CLINIQ SOLUTION HOLDING PTE. LTD.
	UEN:	[*]
	Address:	1B Trengganu Street (3F), Singapore 058455
	Contact:	[*]
	Email:	[*]
Founder 2	Woon Yeow Kan	
Address	[*]	
Founder 2 Cliff Start Date	31 October 2019	
Founder 3	GE Consult Asia Sdn Bhd	
Address	[*]	
Founder 3 Cliff Start Date	31 October 2019	

Signing Page

Executed as an agreement

Signed for by the Company by its authorised representative, who warrants that they are authorised to sign for and on behalf of the Company:

Signature:	
Name:	
Position:	Director

Signed by the Founders:

Signature:	
Name:	Woon Yeow Kan

Signature:	
Name:	
Position:	Director of GE Consult Asia Sdn Bhd

SCHEDULE 4

Co-Founders' Duties and Responsibilities

Founder 1	
	<p>The primary roles is to be responsible for the day to day operations of the Company and its group of companies and to include:-</p> <ul style="list-style-type: none">a. To design and execute the marketing road map;b. To design and execute the human resource plan and key performance;c. To build rapport among the government agencies, manufacturers and suppliers.
Founder 2	
	<p>The primary roles is to be responsible for the day to day operations of the Company and its group of companies and to include:-</p> <ul style="list-style-type: none">a. To design and execute the fund raising plan and schedules;b. To maintain good investors relations management;c. To oversee corporate finance and accounting matters.
Founder 3	
	<p>The primary roles is to be responsible for the day to day operations of the Company and its group of companies and to include:-</p> <ul style="list-style-type: none">a. To design and execute the company's strategy, operations and marketing road map;b. To prepare business plans, proposals;c. To plan, manage and monitor company's KPI;d. To prepare reports including monthly and annual reports;e. Acting as a mentor to the Management and all team members.

SCHEDULE 5
DETAILS FOR NOTICES

Founder 1	
Address	
Email address	

Founder 2	
Address	
Email address	