
BUSINESS AND LOAN TRANSFER AGREEMENT

BY AND BETWEEN

CAPILLARY TECHNOLOGIES INTERNATIONAL PTE. LTD.
("SELLER")

AND

CAPILLARY PTE. LTD.
("PURCHASER")

DATED AS OF NOVEMBER 1, 2021

BUSINESS AND LOAN TRANSFER AGREEMENT

This Business and Loan Transfer Agreement ("**Agreement**") is made on November 1, 2021 ("**Execution Date**") in Singapore by and between:

Capillary Technologies International Pte. Ltd., a private limited company, incorporated under the laws of Singapore, with company registration number 201203442K and having its registered office at 50 Raffles Place, #19-00 Singapore Land Tower, Singapore 0486234 (hereinafter referred to as the "**Seller**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of **ONE PART**;

AND

CAPILLARY PTE. LTD., a private limited company, incorporated under the laws of Singapore, with company registration number 202125294W and having its registered address at 68 Circular Road, #02-01, Singapore (049422) (hereinafter referred to as "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

The Seller and the Purchaser are hereinafter separately referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- (A) The Seller is a private limited company, engaged in the Business (*as defined herein below*).
- (B) The Purchaser is an indirectly wholly owned subsidiary of the Seller on the date of this Agreement, where the Seller owns all of the shares in Capillary Technologies India Private Limited which in turn owns all of the shares in the Purchaser.
- (C) The Seller intends to sell, and the Purchaser intends to purchase, the Business Undertaking (*as defined herein below*) on a going concern basis, the Purchaser intends to offer employment to and the Seller intends to release from employment the Employees (*as defined herein below*) and the Seller intends to novate and the Purchaser intends to accept a novation of the Innoven Loan (*as defined herein below*) as a whole, on the terms and conditions set out in this agreement.
- (D) The Parties are now desirous of entering into this agreement for the purposes of setting out the terms and conditions pertaining to the transfer of the Business Undertaking from the Seller to the Purchaser, offers and release of employment and novation of the Innoven Loan, and the rights and obligations of each Party in connection therewith.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND THE MUTUAL COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS SET FORTH HEREINAFTER, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES, HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following capitalized terms shall have the meanings assigned to them, respectively:

- 1.1.1 "**Agreement**" means this business and loan transfer deed, together with all Schedules, Exhibits and Annexures to this Agreement including any subsequent written modifications and amendments thereto;
- 1.1.2 "**Applicable Law**" means any applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, provisions, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognised stock exchange of any jurisdiction;
- 1.1.3 "**Books and Records**" means all records, books, ledgers, financial records, technical files, bills of materials and technical, legal, accounting, environmental and other information and records of the Seller, and other storage media in whatever format, any specialised or custom made software required to access such storage media, in each case, including those relating to customers, distributors, suppliers, statutory registers, orders, correspondence, employee related data, computer disks, tapes or other machine readable or other records of a financial, legal or marketing nature, to the extent that they relate to the Business;
- 1.1.4 "**Business**" shall mean the business of providing software licensing, services and solutions to businesses in the following areas: (i) customer analytics, loyalty / relationship management solutions, in-store data collection, campaign management for business to customers businesses; (ii) enabling e-commerce for companies through website design and management, end-to-end cart management, order management and catalogue management solutions and (iii) such other services and business as undertaken by the Seller from time to time up to the Closing Date, in each case excluding any business conducted by the Seller's subsidiaries set out in Schedule 2.
- 1.1.5 "**Business Assets**" means all assets of the Seller, including the Current Assets, movable assets, IT Systems, Business Contracts, Books and Records, , Business IP and all rights, entitlements, privileges and benefits (including any Tax exemptions, deferrals or privileges to the extent transferable as per applicable law), each of which forms part of or relates to the Business, including the list of assets in Part A of **Schedule 1**.
- 1.1.6 "**Business Contracts**" means all contracts, engagements, licences, guarantees, agreements and other commitments, whether written or unwritten, entered into by or on behalf of, or the benefit of which is held in trust for or has been assigned to, the Seller prior to the Closing Date, each of which belongs to, is utilised in or for the benefit of or pertains to the Business, which the Parties acknowledge include those set out in Schedule 3.
- 1.1.7 "**Business IP**" means any and all registered or unregistered intellectual property owned or used by the Seller, including but not limited to domain names, trademarks, source codes, software, processes, patents, if any, relating to the Business, which the Parties acknowledge include those set out in Part A of Schedule 4;
- 1.1.8 "**Business Liabilities**" means all liabilities, duties and obligations of the Seller, of every description, whether deriving from contract, Applicable Law or otherwise, whether present or future, actual or contingent or ascertained or unascertained and whether owed or incurred severally or jointly or as principal or surety, each of which forms part of or relates to the Business or the Business Assets, including the list of liabilities in Part B of **Schedule 1** but excluding the Innoven Loan, which is not integral to the Business.
- 1.1.9 "**Business Undertaking**" means the Business as carried out by the Seller up to and including the Closing Date, comprising of the Business Assets and Business Liabilities;
- 1.1.10 "**Business Day**" means any day on which banks in Singapore are open for business;
- 1.1.11 "**Consultants**" means the consultants who, on the Closing Date, are engaged by the Seller in

relation to the Business, which the Parties acknowledge are those set out in Part B of Schedule 5;

1.1.12 "**Closing Date**" means November 1, 2021;

1.1.13 "**Current Assets**" shall mean the inventories, stores, stocks, raw materials, work in progress and semi-finished and finished goods, Trade Debtors, accounts, trade receivables, loans and advances (other than the Innoven Loan which is not integral to the Business), deposits with public bodies or banks, agreements with suppliers, security deposits, earnest monies, bills and other securities; each of which on the Closing Date, belongs to, is utilised in or for the benefit of or pertains to the Business;

1.1.14 "**Designated Bank Account**" shall mean:

(a) for the Seller, the bank account of the Seller, the details of which are set out below:

Account Name	USD Current Account
Bank	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED
Address	21, COLLYER QUAY, HSBC BUILDING, LEVEL 1, SINGAPORE 049320
Account	260-803861-178
Swift Code	HSBCSGSG

(b) for the Purchaser, the bank account of the Purchaser, the details of which are set out below:

Account Name	USD Current Account
Bank	THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED
Address	21, COLLYER QUAY, HSBC BUILDING, LEVEL 1, SINGAPORE 049320
Account	260-492095-178
Swift Code	HSBCSGSG

1.1.15 "**Encumbrance**" means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, security interest, right to acquire, lease, license or any other encumbrance or security interest (by law or otherwise), but shall not include: (i) any restrictions or conditions contained in any Business Contract (including executory liabilities thereunder); (b) any encumbrance for Taxes not yet due, assessed or payable, or for Taxes being contested in good faith by appropriate proceedings; and (c) any minor imperfections of title or similar encumbrances that individually or in the aggregate do not materially impair the continued use and operation of the Business Assets;

1.1.16 "**Employees**" means the employees who, on the Closing Date, are engaged or employed by the Seller in relation to the Business, which the Parties acknowledge are those set out in Part A of Schedule 5;

1.1.17 "**Governmental Authority**" shall mean any governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or stock exchange or taxing authority or anybody entitled to exercise;

- 1.1.18 "**Innoven**" means Innoven Capital Singapore Pte. Ltd.;
- 1.1.19 "**Innoven Agreements**" shall include (i) the facility agreement dated August 12, 2021 entered into between the Seller, Innoven and other parties thereto with respect to the Innoven Loan, (ii) Finance Documents (as more particularly defined under the facility agreement) and (iii) any other documents entered into between Seller and Innoven with respect to the Innoven Loan, and as amended or supplemented from time to time.
- 1.1.20 "**Innoven Loan**" means the term loan facility of an aggregate amount of US\$ 3,000,000 obtained by the Seller from Innoven pursuant to the facility agreement dated August 12, 2021 entered into between the Seller, Innoven and other parties thereto;
- 1.1.21 "**IT Systems**" means the information, communications technologies and other information technology systems that are used by the Seller in relation to the Business;
- 1.1.22 "**Permits**" means all licences, authorisations, permissions, approvals, clearances, permits, consents and registrations (by whatever name called) from any Governmental Authority;
- 1.1.23 "**Person**" includes any individual, partnership firm, corporation, company, joint venture, unincorporated organization or association, trust or other legal entity or any similar organisation;
- 1.1.24 "**Payable**" shall mean USD 215, 582 (United States Dollars Two-Hundred and Fifteen Thousand Five Hundred and Eighty Two), being the consideration payable on the Closing Date;
- 1.1.25 "**Tax**" or "**Taxes**" shall include all forms of direct and indirect taxes, statutory and governmental, state, federal, provincial, local governmental or municipal charges, fees, duties, contributions, levies or other assessments, withholdings and deductions or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever and whenever imposed, including income tax, withholding tax, tax collected at source, dividend distribution tax, buyback distribution tax, capital gains tax, minimum alternate tax, sales tax, central sales tax, customs duty, wealth tax, gift tax, excise duty, transfer taxes, levies, and similar charges, of any jurisdiction, any taxes payable in the capacity of a representative assessee or successors and shall include any cess, surcharge, interest, fines, and penalties related thereto;
- 1.1.26 "**Trade Debtors**" means amounts due to the Seller in respect of trade debtors in connection with the Business (including, in each case, any amounts recoverable, payments in advance, trade bills recoverable, prepayments and accrued income).

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.1.1. any reference to the singular shall include the plural and vice-versa;
- 1.1.2. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses, as the case may be;
- 1.1.3. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.1.4. headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

- 1.1.5. references to any legislation or law or to any provision thereof shall include references to any such law or provisions as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.1.6. references to the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.1.7. the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include any Schedules to it. Any references to Clauses, Recitals and Schedules are to clauses, recitals and schedules to this Agreement. Any references to Paragraphs are, unless otherwise stated, references to paragraphs of the Schedule in which the reference appears. The Recitals of and Schedules to this Agreement shall be read and construed as essential parts of this Agreement;
- 1.1.8. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.1.9. terms defined elsewhere in this Agreement shall, unless otherwise indicated, have the meaning so ascribed to them; and
- 1.1.10. References to "USD", shall mean references to the United States Dollars.

2. TRANSFER OF THE BUSINESS UNDERTAKING AND INNOVEN LOAN

- 2.1. With effect from the Closing Date:
 - 2.1.1. The Seller transfers and shall deliver (or procure the transfer or delivery) as a going concern to the Purchaser, all of Seller's rights, title and interest in and to the Business Undertaking with any Encumbrances over them on the Closing Date; and
 - 2.1.2. The Seller novates, assigns and transfers all of its rights, obligations and liabilities under the Innoven Loan to the Purchaser, such that with effect from the Closing Date, the Purchaser shall:
 - (a) become the absolute owner of, and solely entitled to, the Business Undertaking, and fully and legally entitled to operate the Business in its own name and for its sole benefit;
 - (b) have the ability to provide any services it may deem necessary in its own name and for its own account in connection with the Business; and
 - (c) assume, become liable for and pay, perform and discharge (when due) the Business Liabilities as well as the liabilities in respect of the Innoven Loan.
- 2.2. The Parties agree that the Business Undertaking shall be transferred as a going concern by the Seller to the Purchaser and the Innoven Loan is to be novated with, in each case with effect from the Closing Date, without assigning any values to the individual assets or liabilities forming part of the Business Undertaking or the Innoven Loan.

3. CONSIDERATION

- 3.1. The Purchaser shall pay the Payable to the Seller for the sale and transfer of the Business Undertaking together with the transfer of Innoven Loan as a whole on or within 5 Business Days after the Closing Date on the terms and conditions set out in Clause 4 below.
- 3.2. The Parties agree that taking into account the Purchaser's obligation to pay the Payable to the Seller and the Seller's obligation to remit monies to the Seller under clause 0, one obligation shall be set-off against the other such that the amount remitted by the Seller to the Purchaser under clause 0 shall be reduced by the amount of the Payable.

4. ACTIONS ON OR AROUND THE CLOSING DATE

On the Closing Date, the Seller shall:

- 4.1. deliver and/or convey to the Purchaser all Business Assets (including inventories, stores, stocks, raw materials, work in progress and semi-finished and finished goods, movable assets, physical IT Systems, Books and Records), in each case which are capable of transfer by delivery, with the intent that the right, title, benefits and risks in respect of such Business Assets shall pass by such delivery, by making the same available for collection at the place in which they are situated;
- 4.2. deliver to the Purchaser all deeds, instruments, agreements or other documents contemplated in Clauses 5 or 6, to the extent these are available, and within 5 Business Days after the Closing Date, the Seller shall pay into the Seller's Designated Bank Account the amounts in the Purchaser's accounts with any banks.

5. CONTRACTS

- 5.1. The transfer of the following Business Assets and Business Liabilities is to be effected by novation, assignment or transfer unless provided otherwise in this Agreement - Business Contracts, agreements for IT Systems, agreements between the Seller and any of its Affiliates (excluding the Purchaser) Business Liabilities deriving from contract and any other Business Asset or Business Liability that may be transferred by novation, assignment or other transfer.
- 5.2. Each Business Asset or Business Liability to be novated, assigned or transferred shall be novated, assigned or transferred on the basis that the novation, assignment or transfer is effective from the Closing Date (whether or not deeds, instruments, agreements or other documents for the same are entered into before or after the Closing Date) and following the novation, assignment or transfer, the Purchaser shall be in the position of the Seller had the Purchaser always been a party to the that Business Asset or Business Liability instead of the Seller, unless provided otherwise in this Agreement.
- 5.3. As soon as practicable after the Closing Date, the Seller must deliver to the Purchaser all deeds, instruments, agreements or other documents for novation, assignment or transfer of the Business Assets and Business Liabilities contemplated to be novated, assigned or transferred under this Clause 5 where entered into before the Closing Date.
- 5.4. To the extent that the novation, assignment or transfer to the Purchaser of any Business Asset or Business Liability contemplated to be novated under this Clause 5 is by its terms or by law capable of being effected without the consent or waiver of any third party:
 - 5.4.1. with effect from the Closing Date, the Seller novates, assigns or transfers and the Purchaser accepts such novation, assignment or transfer of all of the Seller's rights, interests and benefits under such Business Asset or Business Liability and the Purchaser accepts the burden and liability under such Business Asset or Business Liability including to fully perform all obligations of the Seller under such Business Asset or Business Liability;

- 5.4.2. In furtherance of the foregoing, as from the Closing Date onwards and for an unlimited period of time (i) the Seller shall pay or deliver over to Purchaser all payments or benefits received by it and shall take all such actions required by the Purchaser to enforce rights or obtain benefits under such Business Asset or Business Liability (ii) the Purchaser shall (x) to the extent the Seller pays the same, pay to the Seller all the amounts due in connection with such Business Asset or Business Liability and (y) indemnify and hold harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all loss, expense, costs, claims, debts, obligations or damages ("**Losses**") relating to or arising in connection with such Business Asset or Business Liability, including Losses arising before the Closing Date and Losses from claims by the relevant contractual counterparty for breach of any contractual provision under such Business Asset or Business Liability and (iii) all rights, benefits and liabilities existing and/or arising thereunder shall be for the exclusive account of the Purchaser, it being understood and agreed that, with respect to the such Business Assets and Business Liabilities, the Seller shall to the fullest extent possible hold them as trustee on trust for the Purchaser.; and
- 5.4.3. the Seller must, as soon as reasonably practicable and in any case as soon as reasonably practicable after the Closing Date, do all things required to assign the Seller's rights, interests and benefits under such Business Asset or Business Liability with effect from the Closing Date including giving any notices required or procuring entry by relevant third parties into deeds, instruments, agreements or other documents for novation of such Business Assets and Business Liabilities.
- 5.5. Nothing in this Agreement shall be construed as an attempt, agreement or undertaking to novate, assign or transfer to the Purchaser any Business Asset or Business Liability which by its terms or by law is not capable of being novated, assigned or transferred to the Purchaser without a consent or waiver or any third party (a "**Non -assignable Business Asset**" or "**Non-assignable Business Liability**" (as the case may be)), unless and until such consent or waiver shall have been obtained (including implicitly, by virtue of consistent course of dealings or otherwise); provided, however, that (i) the sale and purchase in accordance with this Agreement shall occur notwithstanding the failure to obtain any such consent or waiver at or prior to the Closing Date and (ii) the failure to obtain any such consent or waiver shall not in and of itself constitute a breach of this Agreement by the Seller, it being understood and agreed that after the Closing Date the Parties shall use their respective commercially reasonable efforts to obtain the relevant consents or waivers within twenty-four months after the Closing Date and the costs and expenses of doing so shall be borne by the Purchaser.
- 5.6. During such time as the Parties are unable to obtain the applicable consents or waivers to permit the full novation, assignment or transfer of such Non-assignable Business Assets or Non-assignable Business Liabilities to the Purchaser and thereafter (i) such Non-assignable Business Assets or Non-assignable Business Liabilities, to the maximum extent possible and lawful, shall be held as from the Closing Date onwards by the Seller for the sole benefit and burden of the Purchaser, (ii) as from the Closing Date onwards, the covenants and obligations thereunder shall be fully performed by the Purchaser on behalf of the Seller, and (iii) all rights, benefits and liabilities existing and/or arising thereunder shall be for the exclusive account of the Purchaser, it being understood and agreed that, with respect to the transferred Business Contracts that qualify as Non- assignable Business Assets or Non-assignable Business Liabilities, the Seller shall to the fullest extent possible hold such transferred Business Contracts as trustee on trust for the Purchaser.
- 5.7. In furtherance of the foregoing, as from the Closing Date onwards, until the applicable consent or waiver is obtained (if any) or for an unlimited period of time if applicable consent or waiver is not obtained (i) the Seller shall pay or deliver over to Purchaser all payments or benefits received by it and shall take all such actions required by the Purchaser to enforce rights or obtain

benefits under each Non-assignable Business Asset or Non-assignable Business Liability, (ii) the Purchaser shall (x) pay to the Seller all the amounts due in connection with each Non-assignable Business Asset or Non-assignable Business Liability and (y) indemnify and hold harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all Losses relating to or arising in connection with each Non-assignable Business Asset or Non-assignable Business Liability, including Losses arising before the Closing Date and Losses from claims by the relevant contractual counterparty under such Non - assignable Business Asset or Non-assignable Business Liability for breach by the Seller of the contractual provisions governing the assignment and/or subcontracting of such Non-assignable Business Asset or Non-assignable Business Liability, and (iii) each of the Parties shall cooperate in good faith and take or cause to be taken such other actions as the other Parties may reasonably request and that are required to be taken or appropriate in order to pass through to the Purchaser the full benefits and burdens of a Non-assignable Business Asset or Non-assignable Business Liability, including to the maximum extent lawful, sub-contracting obligations to perform and enforcing rights under such Non-assignable Business Asset or Non-assignable Business Liability to and at the direction of the Purchaser.

5.8. Further, it is clarified that the accounting treatment pertaining to Business Assets and Business Liabilities contemplated to be novated, assigned or transferred shall be reflected in the respective Parties' books in a manner that reflects the spirit of this Clause. More specifically, it is clarified that any benefit or burden (such as income and expense) in relation to such Business Assets and Business Liabilities shall be accounted in the books of the Purchaser as belonging or accrued to the Purchaser and any accounting in the books of the Seller in this regard shall not be reflected as the income or expense of the Seller and, where relevant, the accounting treatment in the books of the Seller shall reflect that such benefit or burden belongs to the Purchaser and is merely held in trust by the Seller until such time the same is passed on to the Purchaser.

6. BUSINESS IP

- 6.1. The transfer of the Business IP is to be effected in the following manner:
 - 6.1.1. In respect of any domain names, execution and delivery by the Seller of each document and all other actions to be taken by the Seller to transfer registration of the domain names to the Purchaser including delivery by the Seller of the registry keys for such domain names and any other information relating to the domain names reasonably requested by the Purchaser;
 - 6.1.2. In respect of trademarks and patents, execution by the Parties of a deed of assignment of intellectual property in the form agreed between the Parties and filing of all documents required for the registration of the Purchaser as the sole owner and holder of such trademarks and patents with the relevant Governmental Authority;
 - 6.1.3. In respect of unregistered intellectual property which the Parties acknowledge comprises of source codes, software and processes, execution by the Parties of a deed of assignment of intellectual property, in the form agreed between the Parties.
- 6.2. As soon as practicable after the Closing Date, the Seller must deliver to the Purchaser all deeds, instruments, agreements or other documents for the transfer of the Business IP contemplated under this Clause 6 where entered into before the Closing Date and the Purchaser must execute the same where required to effect such transfer.
- 6.3. If the Seller has not delivered all of the deeds, instruments, agreements or other documents or performed all of the actions required for the transfer of the Business IP contemplated under this Clause 6 by the Closing Date, then (i) the sale and purchase in accordance with this Agreement shall occur notwithstanding such failure; and (ii) such failure shall not in and of itself constitute

a breach of this Agreement by the Seller, it being understood and agreed that after the Closing Date, the Seller shall enter into such agreements and take all such other actions required to transfer the Business IP to the Purchaser as soon as reasonably practicable and, in any case, as soon as reasonably practicable after the Closing Date and the costs and expenses of doing so shall be borne by the Purchaser.

- 6.4. During such time as the Seller has not delivered all of the deeds, instruments, agreements or other documents or has not performed any of the actions required for the transfer of the Business IP contemplated under this Clause 6, (i) such Business IP to the maximum extent possible shall be held as from the Closing Date onwards by the Seller for the sole benefit and burden of the Purchaser, including by way of an exclusive licence of such Business IP to the Purchaser (ii) as from the Closing Date onwards, the covenants and obligations thereunder shall be fully performed by the Purchaser on behalf of the Seller, including in respect of payment of any registration fees, and (iii) all rights, benefits and liabilities existing and/or arising thereunder shall be for the exclusive account of the Purchaser.
- 6.5. In furtherance of the foregoing, as from the Closing Date onwards, until the Seller has delivered all of the deeds, instruments, agreements or other documents and performed all of the actions required for the transfer of the Business IP contemplated under this Clause 6, (i) the Seller shall pay or deliver over to Purchaser all payments or benefits received by it and shall take all such actions required by the Purchaser to enforce rights or obtain benefits under such Business IP, (ii) the Purchaser shall (x) pay to the Seller all the amounts due in connection with such Business IP and (y) indemnify and hold harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all Losses relating to or arising in connection with such Business IP, including Losses arising before the Closing Date and Losses from claims by any Governmental Authority in respect of the transfer of Business IP without taking all actions required for the transfer of the Business IP, and (iii) each of the Parties shall cooperate in good faith and take or cause to be taken such other actions as the other Parties may reasonably request and that are required to be taken or appropriate in order to pass through to the Purchaser the full benefits and burdens of the Business IP.

7. CLAIMS

- 7.1. The Parties agree that the intention of this Agreement is that with effect from the Closing Date, the Purchaser shall assume, become liable for and pay, perform and discharge (when due) the Business Liabilities and all rights, entitlements, privileges and benefits which forms part of or relates to the Business including:
- 7.1.1. the claim described in Schedule 6 ("**Disclosed Claim**");
 - 7.1.2. any claim, notice, demand, action, proceeding, litigation, investigation or judgement, whether based in contract, tort, statute or otherwise ("**Claim**") which is a Business Liability, even if it is or continues to be made against the Seller and not the Purchaser;
 - 7.1.3. any Claim which is a Business Asset, even if it is a Claim that may only be made by the Seller and not the Purchaser.
- 7.2. In furtherance of the foregoing, as from the Closing Date onwards, (i) the Seller shall pay or deliver over to Purchaser all payments or benefits received by it and shall take all such actions required by the Purchaser to enforce rights or obtain benefits under such Claims, including any amounts it receives whether by way of settlement or judgement in relation to any Claim (ii) the Purchaser shall (x) pay to the Seller all the amounts due in connection with such Claims, including all costs and expenses incurred by the Seller in the pursuit or defence of any Claim and (y) indemnify and hold harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all Losses relating to or arising in connection with such Claims, including Losses arising before the Closing Date, any amount to be paid to a third party whether by way of settlement or judgement in relation to any Claim and all costs and expenses reasonably incurred

by the Seller in respect of any Claim, and (iii) each of the Parties shall cooperate in good faith and take or cause to be taken such other actions as the other Parties may reasonably request and that are required to be taken or appropriate in order to pass through to the Purchaser the full benefits and burdens of the Claim, but without prejudice to any other obligation under this Agreement.

- 7.3. If the Purchaser becomes aware that the Seller may have against a third party which is a Business Asset, but that Claim may only be made by the Seller and not the Purchaser, the Seller and the Purchaser must consult in good faith, each acting reasonably, with a view to agreeing on whether or not to bring the Claim against that third party. The Seller is not obliged to make or maintain such a Claim unless it is reasonable to do so and the Purchaser indemnifies the Seller in respect of the Claim in accordance with the rest of this Agreement.

8. OTHER POST-CLOSING DATE OBLIGATIONS

On and from the Closing Date:

- 8.1. The Parties shall execute and deliver all such further documents or instruments as may be reasonably required for the transfer to the Purchaser of the Business Assets and the Business Liabilities or for otherwise carrying out the purposes of this Agreement which have not been executed or delivered on or by the Closing Date and the costs and expenses of doing so shall be borne by the Purchaser.
- 8.2. The Purchaser and the Seller shall make all filings required under Applicable Law in respect of the transfer of the Business Undertaking, within the timelines under Applicable Law which have not been made on or by the Closing Date.
- 8.3. The Seller shall extend all reasonable support and cooperation to the Purchaser, as may be reasonably required by the Purchaser in connection with the performance of the transactions contemplated under this Agreement, including in relation to the transfer of the Business Assets in favour of the Purchaser, and in respect of any filings or notifications required to be made by the Purchaser with/to any Governmental Authority under Applicable Law in relation to this Agreement and the transactions contemplated thereunder.
- 8.4. The Purchaser and the Seller shall promptly provide copies to the other Party of any payment, notice, correspondence, information or enquiry in relation to the Business Undertaking which it receives after the Closing Date (including from any customers, clients, suppliers or Governmental Authorities) and which properly belongs or should be directed to the other Party.
- 8.5. The Purchaser shall retain for a reasonable period from the Closing Date which shall not be more than 7 years, the Books and Records of the Business Undertaking, to the extent they relate to the period prior to the Closing Date and shall allow the Seller reasonable access to such Books and Records including the right to take copies at the Seller's expense. The Purchaser shall make a copy of all Books and Records which it reasonably believes the Seller may require in light of the Purchaser's understanding of the Seller's proposed activities after the Closing Date and shall provide such copy to the Seller as soon as reasonably practicable.

9. EMPLOYEES AND EMPLOYEE BENEFITS

- 9.1. The Purchaser shall offer employment to each Employee with effect from the Closing Date on terms and conditions of service which are no less favourable than those which that Employee enjoyed immediately prior to the Closing Date with the Seller without any interruption, termination or break in service or employment and on the basis of the principles set out in Clauses 9.3.1 to 9.3.6 and, on receipt of acceptance of such offer of employment by that Employee, the

- Seller shall accept the resignation of that Employee with effect from the Closing Date.
- 9.2. The Purchaser shall offer to enter into consultancy agreement with each Consultant with effect from the Closing Date on terms and conditions for service which are no less favourable than those which that Consultant enjoyed immediately prior to the Closing Date with the Seller without any interruption, termination or break in the term of the contract and on the basis of the principles set out in Clauses 9.3.1 to 9.3.6 (with necessary modifications) and, on receipt of acceptance of such consultancy agreement by that Consultant, the Seller shall accept the termination of that Consultant's consultancy agreement with the Seller with effect from the Closing Date.
- 9.3. If an Employee does not accept the Purchaser's offer of employee as contemplated in Clause 9.1, the Parties acknowledge that section 18A of the Employment Act (Chapter 91, Singapore) may apply such that on transfer of the Business Undertaking under this Agreement:
- 9.3.1. such transfer shall not operate to terminate the contract of service of the Employee but such contract of service shall have effect after the transfer as if originally made between the Employee and the Purchaser;
- 9.3.2. the period of employment of the Employee shall count as a period of employment with the Purchaser, and the transfer shall not break the continuity of the period of employment;
- 9.3.3. all the Seller's rights, powers, duties and liabilities under or in connection with any such contract of service shall be transferred by virtue of that section to the Purchaser;
- 9.3.4. any act or omission done before the transfer by the Seller in respect of that contract of service shall be deemed to have been done by the Purchaser;
- 9.3.5. any act or omission done before the transfer by an Employee in relation to the Seller shall be deemed to have been done in relation to the Purchaser;
- 9.3.6. the terms and conditions of service of an Employee whose contract of service is preserved under that section shall be the same as those enjoyed by them immediately prior to the transfer; and
- 9.3.7. despite the foregoing, there is no transfer or otherwise effect on the liability of any person to be prosecuted for, convicted of and sentenced for any offence, and the Seller and the Purchaser are obliged to have taken a number of actions under that section including to notify the Employee of various matters within the knowledge of the Seller or the Purchaser in relation to the transfer and enable and undertake consultations between the Seller and the Employee or a trade union of an Employee (if any) and the Purchaser indemnifies and holds harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all Losses relating to or arising in connection with any failure to provide notice, enable or undertake consultations with the affected Employees.
- 9.4. The Purchaser shall continue to provide such equivalent benefits to the Employees in respect of their employment that were offered or available to them from the Seller immediately prior to the Closing Date whether or not forming a part of their terms and conditions of service ("**Employee Benefits**"), including where required by constituting separate funds or in such other manner in accordance with statutory requirements as it may deem appropriate. The Purchaser shall pay to the Employees, in the event of their retrenchment, compensation on the basis that their services or employment have been continuous and have not been interrupted by the transfer and in any case shall extend to them all benefits and privileges on the basis that the period of employment of the Employee with the Seller shall count as a period of employment with the Purchaser, and the transfer shall not break the continuity of the period of employment.
- 9.5. All wages, salaries and other entitlements of the Employees and all Tax deductions and other contributions relating thereto whether due and payable before, at or after the Closing Date and which have not been paid by the Seller in respect of the period up to Closing, shall be discharged by the Purchaser.
- 9.6. The Parties agree that the intention of this Agreement is that with effect from the Closing Date,

the Purchaser shall assume, become liable for and pay, perform and discharge (when due) all liabilities in respect of the Employees and the Consultants, and shall, subject to Applicable Law, be entitled to all benefits and privileges in respect of each contract of service or contract for services in respect of the Employees or the Consultants, whether arising before or after the Closing Date.

- 9.7. In furtherance of the foregoing, as from the Closing Date onwards, (i) the Seller shall pay or deliver over to Purchaser all payments or benefits received by it in respect of any such contracts, including any amounts it receives whether by way of settlement or judgement (ii) the Purchaser shall (x) to the extent the Seller makes payment for the same, pay to the Seller all the amounts due in connection with such contracts and (y) indemnify and hold harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all Losses relating to or arising in connection with such contracts or the transfer of the Business Undertaking or changes in employment or consultancy under or contemplated in this Clause, including (A) Losses arising before the Closing Date; (B) any Loss arising from any claim by an Employee for any loss of entitlements or benefits or any redundancy or dismissal including if they do not accept an offer of employment by the Purchaser and do not otherwise have their employment transferred to the Purchaser; (C) bonuses payable to Employees and any provident fund contributions to be made or remitted by the Seller and any leave benefits accrued before, on or after the Closing Date in respect of the Employees.

10. TAX

- 10.1. The Parties agree that the intention of this Agreement is that with effect from the Closing Date, the Purchaser shall:
- 10.1.1. be entitled to all Tax benefits and exemptions in relation to the Business Undertaking;
 - 10.1.2. be liable for all Tax payable in relation to the Business Undertaking including any penalties for any late payment of such Tax, (together, "**Tax Transferred**") (a) whether arising before, on or after the Closing Date, (b) whether these are transferrable or not by law, under this Agreement or on the transfer of the Business Undertaking and (c) even if the Seller continues to be entitled to such Tax benefits and exemptions or liable to pay such Tax despite the transfer of the Business Undertaking including as a result of any rebate or deduction which would not otherwise be available to the Seller if it had not engaged in the Business.
- 10.2. In furtherance of the foregoing, as from the Closing Date onwards, (i) the Seller shall pay or deliver over to Purchaser all payments or benefits received by it in respect of any Tax Transferred (ii) the Purchaser shall (x) pay to the Seller all amounts paid by the Seller which is Tax Transferred as per clause 10.1.2 and (y) indemnify and hold harmless the Seller and its Affiliates (other than the Purchaser) from and against any and all Losses relating to or arising in connection with Tax Transferred.
- 10.3. The Parties agree and acknowledge that the transfer of the Business Undertaking on a going concern basis, does not attract the levy of any Taxes (including Tax on income and goods and services tax). However, in the event of any Taxes (including Tax on income and goods and services tax) being levied or incurred on transfer of the Business Undertaking, the same, along with interest and penalties if any, will be borne and paid by the Purchaser, as grossed up for further taxes on such amount borne by the Purchaser. Where such Taxes are required to be duly discharged by the Seller under any Applicable Law, the Purchaser shall pay an amount equivalent to such Tax, interest and penalties (grossed up for further taxes) to the Seller.
- 10.4. The Purchaser hereby agrees to, indemnify, reimburse, defend and hold harmless the Seller and/or their respective shareholders, affiliates, directors, consultants, representatives, officers, general managers, and employees (each an "**Indemnified Party**") against and in respect of any and all tax liabilities and direct losses and claims incurred or suffered, by the Indemnified Party in any

manner, due to, or arising out of, or arising in connection with Clause 10.3

11. INDEMNITY

- 11.1. Where the Purchaser indemnifies the Seller or its Affiliates under this Agreement including under Clauses 5.4.2, 5.7, 6.5, 7.2, 9.7 or 10:
- 11.2. If the Seller becomes aware of any Claim or facts, events or circumstances that might give rise to a claim by the Seller or its Affiliates under any of such indemnities ("**Indemnity Claim**"), the Seller must give prompt written notice to the Purchaser of such an Indemnity Claim providing all material details in respect of the claim which the Seller is aware of, including its nature, the circumstances resulting in the claim, any third parties involved, any defences available in respect of third party claims and a bona fide estimate of the likely amount of the Indemnity Claim as well as the basis for such an estimate, but any failure to provide such notice shall not prejudice the indemnity given by the Purchaser to the Seller and its Affiliates in respect of such an Indemnity Claim;
- 11.3. To the extent that a third party makes a Claim which is part of an Indemnity Claim, the Purchaser shall control the conduct of such an Indemnity Claim, unless the Purchaser elects in writing not to do so or the Purchaser fails to do so in accordance with this Agreement despite reasonable notice from the Seller to do so and such failure may result in material Losses for the Seller;
- 11.4. If the Purchaser controls the conduct of an Indemnity Claim, the Purchaser must (i) conduct the claim in good faith and diligently and with reasonable regard to the reputation of the Seller; (ii) provide such information to the Seller as the Seller may reasonably request; (iii) consult the Seller in respect of the conduct of such a claim where the Seller reasonably requests;
- 11.5. If the Purchaser controls the conduct of an Indemnity Claim, the Seller must, unless the Purchaser's breach of any provision of this Agreement renders it unreasonable to do so, take all steps reasonably necessary to allow the Purchaser to control the claim as the Purchaser deems appropriate including (i) take all action and render all assistance reasonably required by the Purchaser including providing access to any personnel, books and records of the Seller; (ii) not admit liability, negotiate, settle, compromise or otherwise enter into any agreement in respect of the claim without the Purchaser's consent; (iii) take such steps and sign such documents as the Purchaser reasonably requires to allow the Purchaser to admit liability, negotiate, settle, compromise or otherwise enter into any agreement in respect of the claim;
- 11.6. The Seller is entitled, from time to time, to require the Purchaser to remit to the Seller such funds as the Seller reasonably determines as an estimate of the Losses in relation to one or more Indemnity Claims including any amount to be paid to a third party whether by way of settlement or judgement in relation to the claim and any costs and expenses to be incurred by the Seller in respect of the claim ("**Litigation Funds**") provided that on a final settlement or receipt of a final, binding and non-appealable judgement in respect of that claim, the Seller shall return any excess of Litigation Funds remitted by the Purchaser over the Losses actually incurred or suffered in relation to the the Indemnity Claim.
- 11.7. Further, In respect of indemnities in relation to tax matters covered in Clause 10, herein after referred to as "Tax Claim":
 - 11.7.1. If any Tax Authority issues any notice (a "**Specified Tax Notice**") to the Seller in connection with any Tax Claim, the Seller shall, within a reasonable period of time from receiving such Specified Tax Notice (along with a copy thereof) or such shorter period within which a response to the Specified Tax Notice is required), give notice of the same to the Purchaser in writing ("**Tax Notice Intimation**").

- 11.7.2. The Purchaser shall have the right, exercisable by giving written notice to the Seller within 10 (ten) Business Days of the receipt of the Tax Notice Intimation, either (a) to make payment of all the amounts claimed under the Specified Tax Notice or (b) to assume defense of the Tax Claim and take charge of the conduct of any contest, appeal, dispute, review, compromise or settlement ("**Specified Tax Proceedings**") in respect of such Tax Claim. In case, the Purchaser elects to make the payment within the period specified in the Specified Tax Notice, the Purchaser shall, within the time specified in the Specified Tax Notice make such payments such that the Specified Tax Notice is disposed-off and the Seller suffer no Loss on account of the same. The Purchaser shall provide to the Seller a proof of such payment to the Tax Authority (including challan).
- 11.7.3. If the Purchaser elects to assume defense of any Tax Claim, the Purchaser shall, acting in a bona fide manner and in good faith, at its own expense and after intimation to the Seller, control the Specified Tax Proceedings and the Seller shall fully cooperate with the Purchaser in the Specified Tax Proceedings and provide all such information and/or documents as may be requested by the Purchaser for defence of the Specified Tax Proceedings. The Purchaser shall keep the Seller reasonably informed as to the progress and development in respect of Specified Tax Proceedings and shall provide all such information and/or documents as may be reasonably requested by the Seller from time to time.
- 11.8. In the event that the Purchaser exercises its right to control a Specified Tax Proceeding:
- 11.8.1. The Seller shall not make any payment to the relevant Tax Authority, or consent to enter into any judgment, enter into any settlement, or initiate any verbal or written communication with the relevant Tax Authority, in each case with respect to such Specified Tax Proceeding, without the prior written consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed),
- 11.8.2. The Seller shall not respond to any inquiry received from the relevant Tax Authority with respect to such Specified Tax Notice / Specified Tax Proceeding without the prior consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed) provided that such prior consent of the Purchaser shall not be required and/or the Seller shall not be required to adhere to any response provided by the Purchaser to such inquiry, if:
- (a) without prejudice to the Purchaser's right to respond within the time periods contemplated in (iii) below, the response provided to the Seller by the Purchaser as the intended response to the relevant Tax Authority in respect of such Specified Tax Notice/Specified Tax Proceeding amounts to or would constitute a breach of provisions of Applicable Law by the Seller; or
 - (b) the Purchaser requires the Seller to withhold information in responding to the Tax Authority in respect of the Specified Tax Proceedings/Specified Tax Notice; or
 - (c) the Purchaser fails to respond to the Seller's request for consent within a reasonable time period from the Seller requesting for the consent or provides a response in a manner that causes the Seller to not be able to respond to such notice / enquiry within the time stipulated by the Tax Authorities or within any reasonable time period if the time stipulated by the Tax Authority is an unreasonably short period.
- 11.8.3. The Purchaser shall be entitled, at its own costs, to prefer an appeal or any other proceedings, as may be available to challenge or dispute the Specified Tax Notice / Specified Tax Proceedings.

- 11.8.4. Notwithstanding anything contained above, the Purchaser's ability or right to control a Specified Tax Proceeding shall at all times be subject to the following conditions:
- (a) any action undertaken by the Purchaser in respect of a Specified Tax Proceedings shall be undertaken in consultation with the Seller;
 - (b) counsel(s) appointed by the Purchaser, at its cost and expense, to represent the Parties in connection with the defence, negotiation, settlement of such Specified Tax Proceeding shall be of good repute with appropriate experience in such matters;
 - (c) there is no admission of guilt or liability (whether civil, criminal or tortious in nature) by the Purchaser on the part of the Seller;
 - (d) there is no criminal liability arising out of the Specified Tax Proceedings in respect of the Seller;
- 11.9. In the event that the Purchaser does not assume control over a Specified Tax Proceeding, then without prejudice to the indemnification obligations of the Purchaser hereunder, the Seller shall have the right but not the obligation to assume control over such Specified Tax Proceeding at the cost and expense of the Purchaser. If the Seller elects to assume control over the defense of such Specified Tax Proceeding, then the Seller shall keep the Purchaser reasonably informed of all developments relating to such defence. The Purchaser shall provide all such information and/or documents as may be reasonably requested by the Seller to enable the Seller to assume/maintain the defense of the Specified Tax Proceedings in accordance with this Clause 11, and at all times, the Seller and Purchaser shall act in a bona fide manner and in good faith.
- 11.10. Notwithstanding anything to the contrary contained in this Agreement, Tax Claim will be paid to the extent it is due. For this purpose, if Purchaser or Seller has made an application for stay and such application is not rejected by the competent Governmental or Tax Authority, then till the period of stay, the Purchaser shall not be obligated to pay to the Tax Authorities/ Seller the subject amounts.
- 11.11. Notwithstanding the foregoing or anything else contained in this Agreement, in the event the Seller receives a notice of any punitive tax recovery measures (including but not limited to freezing of bank accounts of the Seller or recovery of its assets) to be undertaken, or threatened to be undertaken, against the Seller with respect to a Specified Tax Proceeding, by the relevant Tax Authority, then the Purchaser shall be obligated to make any such payment to the relevant Tax Authority/ Governmental Authority as may be necessary with respect to such Specified Tax Proceeding to ensure that no such punitive tax recovery measures are given effect to against the Seller, failing which the Specified Tax Proceeding shall be controlled solely by the Seller and such payments may be made by the Seller and the Seller shall be entitled to claim all such amounts from the Purchaser in accordance with provisions of this Agreement. Nothing contained in this Clause shall apply if the Purchaser/ Seller obtains a stay of demand in such Specified Tax Proceeding which is valid and subsisting.

12. TERMINATION

- 12.1. This Agreement may be terminated by mutual agreement between the Parties in writing.
- 12.2. Notwithstanding the above, the provisions of Clause 1 (Definitions and Interpretation), Clause 9 (Termination), Clause 10 (Governing Law and Dispute Resolution) and Clause 12.8 (Confidentiality) shall survive the termination of this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed and interpreted by and construed in accordance with the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

14. REPRESENTATIONS & WARRANTIES

14.1. Each Party represents and warrants to the other Party that:

14.1.1. it is duly incorporated and validly existing under Applicable Laws of the jurisdiction of its incorporation;

14.1.2. the execution and delivery and performance of this Agreement by it does not (a) require any further consent or consent of any Person or Governmental Authority, except as contemplated in this Agreement; (b) violate any Applicable Law or its constitutional documents; or (c) violate or contravene the provisions of or constitute a default under or impose any lien under any documents, contracts, agreements or any other instruments to which it is a party or which are applicable to it;

14.1.3. it has the power and authority to execute, deliver and perform this Agreement; and

14.1.4. the execution and delivery of this Agreement constitutes legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms.

14.2. The Seller represents and warrants to the Purchaser that:

14.2.1. no Permits are required nor have any been obtained by the Seller for owning or operating the Business Assets or carrying on the Business;

14.2.2. the Business Undertaking does not include any immovable property nor does it include any leases or other interests in immovable property;

14.2.3. the Schedules include all Business Assets and Business Liabilities that the Seller is aware of.

15. MISCELLANEOUS

15.1. Notices

15.1.1. Notices or other communication required to and, unless otherwise stated, may be made by fax, registered post, by airmail courier service or electronic mail to the intended recipient at its address set out below or to such other fax number, address or electronic mail, as any Party may from time to time notify to the other Party with at least 3 (three) Business Days prior notice:

To the Seller

Addresses: 50 Raffles Place, #19-00 Singapore Land Tower, Singapore 0486234
Attention: The Chief Executive Officer and the General Counsel
E-mail: legal@capillarytech.com

To the Purchaser

Addresses: 68 Circular Road, #02-01, Singapore (049422)

Attention: The Chief Executive Officer and the General Counsel
E-mail: santosh.reddy @capillarytech.com

15.1.2. Any notice or other communication to be provided under Clause 11.1 above shall be effective:

- (a) if sent by fax on a Business Day, when sent or, if sent by fax at any other time, on the next Business Day, provided, in each case, that the person sending the fax shall have received a transmission receipt;
- (b) if by way of registered post or airmail courier service, when it has been left at the relevant address on a Business Day or, if left any other time, on the next Business Day; and
- (c) if sent by electronic mail on a Business Day, when sent or, if sent by electronic mail at any other time, on the next Business Day, provided that the electronic mail enters the sent folder of the sender.

15.2. Counterparts

This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile or e-mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

15.3. Further Assurances

Each Party shall give such further assurance, provide such further information, take such further actions and execute and deliver such further documents and instruments as are, in each case, within its power to give, provide and take, so as to give full force and effect to the provisions of this Agreement.

15.4. Waiver or Amendment

No waiver, amendment, or modification of any provision of this Agreement shall be effective unless set forth in a written instrument signed by each of the Parties. Except where a specific period for action or inaction is provided herein, no failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege or any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15.5. Relationship

None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party, except as expressly provided by this Agreement. Nothing in this Agreement shall be interpreted or construed to create an association or partnership between the Parties or to impose any liability attributable to such relationship upon any of the Parties nor, unless expressly provided otherwise, to constitute any Party as the agent of any of the other Parties for any purpose. No Party has the power or the right to bind, commit or pledge the credit of any other Party.

15.6. Entire Agreement

This Agreement together constitutes the whole agreement between the Parties relating to the

subject matter hereof and supersedes any prior agreements or understandings (written or oral) relating to such subject matter.

15.7. Severability

Each right and obligation under this Agreement shall be treated as a separate right or obligation and shall be severally enforceable as such. To the extent that any provision of this Agreement is or becomes invalid or unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted, provided the fundamental terms of the Agreement are not altered and that the Parties shall negotiate in good faith with respect to an equitable modification of the provision held to be invalid or unenforceable.

15.8. Confidentiality

Each Party shall keep all information relating to the other Party, information relating to the transactions herein and this Agreement and on and from the Closing Date, the Seller shall keep all information relating to the Business Undertaking, including any information the Seller is entitled to have access to or possess under this Agreement (collectively referred to as the "Confidential Information") confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure of the Information, without the prior approval of the other Party. Notwithstanding the foregoing, nothing in this Clause shall restrict any Party from disclosing Information for the following purposes:

- (a) To the extent that such Confidential Information is in the public domain other than by breach of this Agreement;
- (b) To the extent that such Confidential Information is required to be disclosed under Applicable Law or required to be disclosed to any Governmental Authority to whose jurisdiction such Party is subject or with whose instructions it is customary to comply, provided that the Party making the disclosure provides the other Party with prior notice of such disclosure (as soon as reasonably practicable) along with the details of the proposed disclosure and co-operates with the other Party to accommodate any reasonable requests to resist or limit the disclosure requirement;
- (c) To the extent that any of such Confidential Information is/are later acquired by such Party from a source not obligated to any other Party hereto, or its affiliates, to keep such Confidential Information confidential;
- (d) Insofar as such disclosure is reasonably necessary to such Party's employees, directors or professional advisers, provided that such Party shall procure that such employees, directors or professional advisers treat such Confidential Information as confidential and on a strictly "need-to-know basis";
- (e) To the extent that any of such Confidential Information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto; and
- (f) To the extent that any information, materially similar to the Confidential Information, has been independently developed by such Party without reference to any Confidential Information furnished by any other Party hereto.

15.9. Expenses

All stamp duty costs, transfer fees and transfer taxes and other similar impositions payable in relation to the consummation of the transactions contemplated under this Agreement shall be

borne by the Purchaser.

15.10. Assignment

Except as provided in this Agreement, neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

15.11. Language

This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text will in any event prevail. All notices and other communications under this Agreement will be in English. All legal proceedings will be conducted in English.

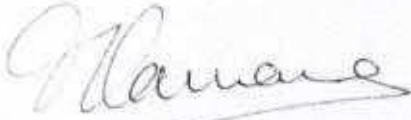
15.12. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties. No provision of this Agreement shall be deemed to confer upon any other persons any remedy, claim, liability, reimbursement, claim of action or other right under this Agreement.

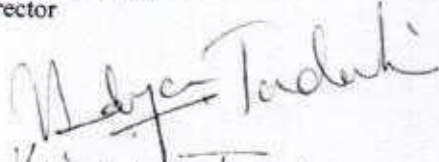
[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as a deed dated the day, month and year first hereinabove written.

For CAPILLARY TECHNOLOGIES INTERNATIONAL PTE. LTD.



Name: Venkat R Tadanki
Title: Director



Name: VIDYA TADANKI
Title: Witness

For CAPILLARY PTE. LTD.



Name: N Santosh Reddy
Title: Director



Name: SHIVANI REDDY NIGUDAYI
Title: Witness

SCHEDULE 1

List of Business Assets and Business Liabilities

Part A – Business Assets

Business assets owed to the Seller

Property, plant and equipment
Intangible assets

Intercompany trade receivables owed to the Seller by each of the following subsidiaries:

Capillary Technologies DMCC
Capillary Technologies Malaysia SDN BHD

Trade receivables owed to the Seller by external parties

Cash to the extent reasonably determined by the Parties for the purposes of running the Business

Other assets owed to the Seller

Security Deposits
Prepaid expenses
Unbilled revenue
Loans / advances to employees

Part B – Business Liabilities

Business liabilities owed by the Seller

Intercompany trade payables owed by the Seller to each of the following subsidiaries:

Capillary Technologies India Private Limited
PT Capillary Technologies Indonesia
Capillary Technologies Inc, USA

Trade payables owed by the Seller to external parties

Liabilities accrued by the Seller in respect of each of the following:

Advanced billing to external parties
Accrued business expenses not yet billed
Statutory and other dues accrued

Part C – Excluded Assets and Liabilities

The Parties acknowledge that the following are assets and liabilities of the Seller but do not form part of or relate to the Business and therefore are not being transferred as part of the Business Undertaking or under this Agreement and the Purchaser agrees that it is not acquiring any right, title or interest or assuming any duties, obligations or liabilities, in respect of such assets and liabilities listed below:

1. Any rights or obligations of the Seller in relation to its shareholders, including under its shareholders' agreement or constitution;
2. The Seller's holdings of shares or other interests in the share capital of each of the following:

- a. Capillary Technologies India Private Limited
 - b. Capillary Technologies DMCC
 - c. Capillary Technologies Shanghai Co. Ltd.
 - d. PT Capillary Technologies Indonesia
 - e. Capillary Technologies Malaysia SDN BHD
 - f. Capillary Technologies Inc, USA
 - g. Reasoning Global eApplications Private Limited
 - h. Webclipper Technologies Pvt. Ltd.
 - i. Innotarget Fashalot Retail Private Limited
 - j. M/s Exclusife Inc.
 - k. Customer Analytics Technologies Inc
 - l. Sellerworx Online Services Pvt. Ltd.
3. External Commercial Borrowing advanced to the following subsidiary:
 - a. Capillary Technologies India Private Limited
 4. Other assets owed to the Seller
 - a. Prepaid expenses of USD 46,754.01 / SGD 63,520
 5. Certain Intercompany trade payables of USD 2 Million owed by the Seller to the following subsidiary:
 - a. Capillary Technologies India Private Limited
 6. Unconditional Guarantee dated July 15, 2021 between Innoven Capital India Private Limited, the Seller and Capillary Technologies India Private Limited;
 7. Unconditional Guarantee dated August 31, 2021 between RBL Bank Limited, the Seller and Capillary Technologies India Private Limited;

The Parties acknowledge that the above listed assets and liabilities of the Seller shall not be transferred to the Purchaser as the Parties acknowledge that their transfer is not necessary for the Purchaser to operate the Business and they are a minor and not integral part of the Business or the Business Undertaking - the insurance policy for indemnity losses, negligence and customer claims which expires on or around November 2021 which is to be renewed as the Purchaser has an insurance policy on similar terms.

SCHEDULE 2

List of subsidiaries

Capillary Technologies India Private Limited
Capillary Technologies DMCC
Capillary Technologies Shanghai Co. Ltd.
PT Capillary Technologies Indonesia
Capillary Technologies Malaysia SDN BHD
Capillary Technologies Inc, USA

SCHEDULE 3

List of Business Contracts

Customer contracts

Name of customer

CUST000770 PETRON CORPORATION
CUST000596 LUXURY VENTURES PTE LTD
CUST000900 VIG Group: CUST000816 VUI VIETNAM TRADING COMPANY LIMITED
CUST000871 JAZIRAT S'MAA FASHION COMPANY LTD
CUST000595 LEVI STRAUSS ASIA PACIFIC DIVISION PTE. LTD
CUST000868 PT DATA TEKNO INDOTAMA
CUST000579 BATA PRIMAVERA SDN BHD
CUST000830 ABBOTT LABORATORIES (S) PTE LTD
CUST000578 BATA (THAILAND) LIMITED
CUST000570 ABEO INTERNATIONAL PTE. LTD.
CUST000623 YARA ASIA PTE LTD
CUST000852 BYRNE ELECTRICAL SPECIALISTS INC.
CUST000573 APEX FOOTWEAR LIMITED
CUST000872 EASTERN RETAILING READYMADE FASHION CO. LTD.
(Twenty4)
CUST000600 OSIM INTERNATIONAL PTE LTD
CUST000575 ASICS (THAILAND) CO LTD
CUST000576 ASICS ASIA PTE LTD
CUST000615 TOYS'R'US (MALAYSIA) SDN BHD
CUST000580 BATA SHOE (SINGAPORE) PTE LTD
CUST000603 PUMA SPORTS GOODS SDN BHD
CUST000892 SONAK ASIA PTE LTD.-Singapore
CUST000627 CÔNG TY TNHH TH?I TRANG ELISE
CUST000630 TUNG LOK MILLENIUM PTE LTD
CUST000545 PUMA SPORTS DISTRIBUTORS
CUST000614 TOYS'R'US (HONG KONG) LIMITED
CUST000571 ACI LOGISTICS LTD (SHWAPNO)
CUST000616 TOYS'R'US (SINGAPORE) PTE. LTD.
CUST000853 AMBROS INC.
CUST000604 PUMA SPORTS SEA TRADING PTE LTD
CUST000865 SONAK ASIA PTE LTD.
CUST000651 LIFESTYLE RETAIL MALAYSIA SDN BHD
CUST000624 ZAMBIA BATA SHOE COMPANY PLC
CUST000631 MONTREAL MALAYSIA SDN BHD (ALDO)
CUST000734 MONTREAL THAILAND LIMITED
CUST000864 JASPAL COMPANY LIMITED
CUST000652 DANIEL WELLINGTON AB-PTE
CUST000722 Aryan (SEA) Pte Ltd
CUST000732 MONTREAL PTE LTD
CUST000577 ASPAL-LEE HWA JEWELLERY PTE LTD
CUST000569 A DRBRAND PTE LTD
CUST000629 SANITY
CUST000626 CLV ENTERTAINMENT PTE LTD
CUST000613 TOYS RETAILING (THAILAND) LTD.
CUST000883 ASICS VIETNAM LLC
CUST000846 VF PTE Group: CUST000620 VF BRANDS PTE LTD - VANS
CUST000574 ARTISAN BOULANGERIE COMPAGNIE PTE. LTD

CUST000572 ALT. PIZZA PTE LTD
 CUST000664 CITRUSOX PTE LTD
 CUST000755 PYE (HONG KONG) LTD
 CUST000594 JETHA TULSIDAS AND SONS MTIUS LTD
 CUST000582 BGC SPORTS LTD
 CUST000818 ARMAAN PTE LTD
 CUST000602 PUMA SPOR GIYIM SANAYI VE TICARET A.S.,
 CUST000606 SO ENTERPRISES PTE LTD
 CUST000605 ROBINSON & CO. (SINGAPORE) PTE LIMITED

Vendor and partner contracts

Name of vendor / partner
4040 Media Ltd T/A Wyzowl
AB Films And Photography
Abeo (Creditors)
Abeo Vietnam
Ace Business Consultancy Pte. Ltd
A-Chievement Solutions (S) Pte Ltd
Act-On Software, Inc.
Adecco -Korea
Aditya Shah
Adobe Systems Software Ireland Ltd
Advanced Technology Optimized Management Co., Ltd.
AIA Singapore Private Limited
AIG Asia Pacific Insurance Pte Ltd
Aileen Abao (Consultant)
Albert Lee Sin Chew (Consultant)
Algo Legal(Pte)
ALI Consultancy Ltd.
Alibaba Cloud (Singapore) Pte Ltd
Aloft Riyadh Hotel
Altai Solutions Pvt Ltd(Pte)
Amazon Web Services, Inc.
AMC Microsystem Pte Ltd
AMJT & Co.
Anavaya Ventures, Inc
Anita Daniel(Pte)
Anjan Sen & Ass - Singapore
Apac Communications Sdn Bhd
Apoorv Singh
Appitsimple Infotek Pvt Ltd
Arab Orient Insurance Co
Arena Management Co Llc
Arif Nageral
Artistry International Pte Ltd
Aryaka Networks Inc
Ascend Com Pte Ltd
Asknicely Holdings, Inc.
Atlassin (Pte)
Ats Translation Pte Ltd
B2Brain Inc

Bedrock Data, Inc.
Bideas Creations Pte Ltd
Bluebell (Asia) Limited
Bmr Legal
Burp Suite
Business Wire, Inc
Canon Singapore Pte Ltd
Carriage Global Logistics Pte Ltd
Champions Group Pte Ltd
Channelwerkz Pte Ltd
Chaplin Public Relations
Charlton Media Group Pte Ltd
Chatterbox Pr & Events Fze (Pte)
CIIC
Clarion Events
Cloudflare Inc.
Cloudlead Inc
Clv Entertainment- Creditors
Cogs Agency Singapore Pte Ltd
Controlscan, Inc.
Cornerstone Global Partners Pte Ltd
Corp Attire (Pte)
Corporate Managers Pte Ltd
Corporate Matter Pte Ltd
Courtney Thees
Credibase Inc
Crest Capital
CRMC
Crushftp, Llc
Customer Analytics Technologies Pte Ltd
Cv Indo Translation
Cv. Anindyatrans
Cypresse Holdings Pte. Ltd.
Databricks Inc
Datasite Singapore Pte. Ltd.
Doddy Haricardo
Donny Rahman Geasill
Duo Security Inc
Ec Web Pte Ltd
Eclipse Marketing Solutions,Llc
Edmdesigner.Com Kft
Edmdesigner.Com Kft.
Emerhub Llc
Eminence Gifts (Pte)
Enhancesoft, Llc
Ensemble Iq Inc,
Epoint Systems Co., Ltd
Epoint Systems Pte Ltd
Epoint Systems Sdn Bhd
Ernst & Young Llp (India)
Ernst & Young Llp (Pte)
Escom Co., Limited
Escom Mav Pte. Ltd.

Etnetera Appsatori S.R.O.
Eurofin Asia Pte Ltd
Eversheds Llp - Office Account(Uk)
Eversheds Llp - Singapore Office Account
Evs Corporate Services Pte Ltd
Ex-Link Events
Facets Cloud, Inc.
Fernway Solutions Inc.(Pte)
Fewstones Pte Ltd
Fmca(Fahad Masood)
Forrester Research Ltd.
Freshworks Inc.
Frontdesk Bangladesh (Fdb)
FSLaw LLC
Fullstory (Pte)
Gartner Ireland Ltd
Genie Technologies Inc - (Pte)
Gerson Lehrman Group, Inc.
G1 Accounting Services Llp(Jel Pte. Ltd)
Global Messaging Technology Pte Ltd
Globe Hero (Singapore) Pte Ltd
Glocal Hospitality (Longstays) (Pte)
Go Print
Google (Pte)
Gopal B.Bishnoi
Grant J E Allan
GT Law LLC
Hajen Company
Han Technologies
Hawksford Singapore Pte Ltd
Hogan Lovells (Cis)
Human Interface Consulting Pte Ltd
Ideative Marketing Llc
IIT Kharagpur (Creditors)
Incent Digital Llc
Influ2, Inc
Infobip Ltd
Infosoft Global Private Limited
Inmobi Pte Ltd
Innoven (Creditor)
Invisionapp
IPexcel Services Private Limited
Iq Storage
IT Concept Group Co. Ltd.
Janus Corporate Solutions Pte Ltd
Jobs Db Singapore Pte Ltd
Jobstreet.Com
Karix Mobile Private Limited(Tanla Corporation Private Limited)(Pte)
Kuala Lumpur, The Gardens
Kenjalo (Antonius Suryanto) (Pte)
Kgp Legal Llc
Khomgrich Gotsuri
Kingsmen Exhibits Pte Ltd

Kp & Co (Pte)
KPMG
Kumpulan Development (S) Pte Ltd
Lanke (Pte)
Laura Vanderslice
Lazada Singapore
Lighthouse Independent Media Pte Ltd
Linkedin Ireland Ltd
Linkedin Singapore Pte Ltd
Loretta Lim (Pte)
Loyalty360
Lusha Inc
Magnetarbytes
Marcus Evans (Singapore) Pte Ltd
Mark Landry
Marketo Emea Limited
Marsh (Singapore) Pte Ltd
Mayflower Language Services Pvt Ltd
Mediaagility Singapore Pte Ltd
Megalife Holdings Pte Ltd
Megan Fiorendino
Mercadeo Multiventures Private Limited
Michael Page International Pte Ltd
Micko Singapore Pte Ltd
Mindshare Singapore
MN World Enterprise Pvt Ltd
Mojju Limited
Movingdneedle Enterprise Pvt. Ltd.(Pte)
MSIG Insurance (Singapore) Pte Ltd
Natalie Lowery
Nayak Aviation Services (P) Ltd
Netcore
New Relic Inc
Newland Chase Singapore
Ngo Quynh Hoa
NGP Integrated Marketing & Communications Inc.
NK Corporate House Sdn Bhd
Northpass
Number Nine Communications Pte Ltd
NYCU Media Pte Ltd
O E Solution Pte Ltd
OCBC Property Services Private Limited
Okta
Oliver Hannaford
Omak Technologies Private Limited
Ong Yong Seng Dennis
Openvpn Inc.(Pte)
Opgen Technologies Inc
Osome Corporate Services Pte. Ltd.
Ozmnez Technologies Inc
Ozonetel Communications Inc
P.R. Recruitment And Business Management Company Limited
Pagerduty, Inc.

Pan Xiaoling
Panis & Shah Associates
Parkroyal Pickering Hotel Pte. Ltd.
Patnaree Doungsuwan
PDPC
Pec Attestation & Apostille Services India Pvt. Ltd
Penningtons Manches Cooper Llp (Pte)
Pimphorn Sanpunya Amy
Pizza Hut Restaurants Asia Pte Ltd
Plato
Plivo Inc
Power Presentations Ltd
Prapan Opaspanwong
Precious Communication
Precise Communications Fz-Llc (Pte)
Premiere Conferencing (Hk) Limited
President Hotel And Tower Co Ltd
Privylink Pte Ltd
Procomp Printset Pte Ltd
Pt Cekindo
Pt Epoint Systems
Pt Inti Pratama Manggara
Pt Mitra Graha Solusi
Pt Pico Tba
Pt. Dyandra Promosindo
Pt. Regus Business Centre Indonesia
PwC
Qubole Inc
Rackspace Asia Limited
Ragii Adithiawaraman
Reed Hamilton Pte Ltd
Regal View (I Link Properties)
Regus (Iw Group Services Uk)
Regus Business Services (Shanghai) Ltd
Regus Management Malaysia Sdn Bhd
Regus Usa
Remote Computing Technologies (Pte)
Retail Asia Publishing Pte Ltd
Ricardo B Buday Jr
Rikvin Pte Ltd
Riva Fzc
Rp International Fz-Llc
S.R. Batliboi & Associates Llp
Salesforce.Com Singapore Pte Ltd
Sangeetha Pradeep
Saras Solutions India Pvt Ltd (Pte)
Sendgrid Inc.
Sequoia Capital India Operations Llc
Sertis Co., Ltd.
Seven Seas Technologies Llc (Pte)
Shardul Amarchand Mangaldas
Shenzhen Lightech
Singapore Business Federation

Singapore Manufacturing Federation
Singapore Mediation Centre
Singapore Post Limited
Singapore Retailers Association (Pte)
Singtel
Slack Technologies Limited
Smart Software Testing Solutions Incorporation
Smarte Inc
Solar Winds Software Europe Limited
Solution Details Pte Ltd - S Crs
Solutions Infini Fze
Spring Professional Recruitment (Thailand) Ltd
Spurtree Technologies Pvt Ltd (Pte)
Sri Durga Enterprises And Services
Strategic Intellectual Property Solutions (Pte)
Tagalys Llc
Tala Marie Taningco
Teamviewer Gmbh
Tech Data Limited
Terrapinn Pte Ltd
Tez Solutions(Pte)
The Boston Consulting Group (India) Private Limited
The Liberty Group Co Ltd
The Network Inc
The Red Bangle Film Collaborative Pvt Ltd (Pte)
The Urban Office
Thenesh, Renga & Associates
Tianjin Dongdian Testing Service Co.,Ltd.
Tigernix Pte Ltd
Timesheets.Com
Tmf Indonesia
Topone Information Techology Limited
Towson Group
Tt Design Astelier Pte Ltd
Unicel Technologies (P) Ltd.
Value Point Techsol Private Limited
Veenu Prashar
Vi (Vietnam Investments) Fund Iii, Lp
Vietguys J.S.C
Village Hotel Changi
Village Hotel Katong
Vin Services & Solutions
Viroj Sithivaraporn
Webaroo Inc, Usa (Pte)
Webclipper Technologies Pvt Ltd (Pte)
Will Dylan
Winning By Design Apac Pty Ltd
Wise Marketer Group
Wong Me
Xcellhost Cloud Services Pvt.Ltd
Xprint Business Centre Pte Ltd
Xto10X Technologies Pte Ltd
Youprint Productions Pte Ltd.

Zenequity Technologies Llp

All confidentiality or non-disclosure agreements entered into by the Seller in relation to the Business

SCHEDULE 4

List of Business IP

Internally generated software

ISV (Instore Vision)/Smart Store	Store traffic analyses, proactive personalisation and advanced store insights
Campaigns	Capillary's ECommerce platform
AnywhereCommerce+	Capillary's campaign manager
Engage+	Advanced Machine Learning (ML)-based AI algorithms for execution of personalised campaigns
CP (Campaign personalisation)	Real-time customer data platform enabling seamless, personalised customer engagement
Platforms	Customer analytics tool offering a 360-degree analysis of an organization's business data
Insights+	Capillary's loyalty program
Loyalty+	Set of features added to a Webpage for progressive enhancement in order to make it feel and look like a native app
Loyalty+ v2.0	Store traffic analyses, proactive personalisation and advanced store insights
Anywhere Commerce+ v2.0	Capillary's ECommerce platform
CDP v2.0	Capillary's campaign manager
Engage+ v2.0	Advanced Machine Learning (ML)-based AI algorithms for execution of personalised campaigns
Insights+ v2.0	Real-time customer data platform enabling seamless, personalised customer engagement
Loyalty+ v3.0	Customer analytics tool offering a 360-degree analysis of an organization's business data
Anywhere Commerce+ v3.0	Capillary's loyalty program
CDP v3.0	Set of features added to a Webpage for progressive enhancement in order to make it feel and look like a native app
Engage+ v3.0	Store traffic analyses, proactive personalisation and advanced store insights
Insights+ v3.0	Capillary's ECommerce platform
PWA (Progressive Web App)	Capillary's campaign manager

Patents and Trademarks

Patent / Trademark SIP No.	Title of Patent / Trademark	Assignee
18035061N	SYSTEM AND METHOD FOR VERIFICATION OF EVENTS IN A PLATFORM	Capillary Technologies International Pte. Ltd.
500/KOL/2009	MOBILE PHONE BASED MOBILE CUSTOMER RELATIONSHIP AND LOYALTY METHODOLOGY AND SERVICING SYSTEM	Capillary Technologies International Pte. Ltd.
CPT002-IN	Systems and Methods for Managing Customer Engagements	Capillary Technologies International Pte. Ltd.
CPT006-IN	In-Store Customer Engagement Systems and Methods	Capillary Technologies International Pte. Ltd.

CPT003-SG	Extract, Transform and Load (ETL) System and Method	Capillary Technologies International Pte. Ltd.
CPT004-SG	Report Generation System and Method	Capillary Technologies International Pte. Ltd.
CPT003-US	Extract, Transform and Load (ETL) System and Method	Capillary Technologies International Pte. Ltd.
CPT004-SG	Report Generation System and Method	Capillary Technologies International Pte. Ltd.
CPT005-IN	Customer Identification and Registration Device	Capillary Technologies International Pte. Ltd.
CPT005-SG	Customer Identification and Registration Device	Capillary Technologies International Pte. Ltd.
CPT006-IN	In-Store Customer Engagement Systems and Methods	Capillary Technologies International Pte. Ltd.
CPT008-CN	CAPILLARY WORD MARK	Capillary Technologies International Pte. Ltd.
CPT009-CN	CAPILLARY LOGO	Capillary Technologies International Pte. Ltd.
CPT010-CN	INTOUCH LOGO	Capillary Technologies International Pte. Ltd.
CPT026-CN	Capillary Logos (Horizontal)	Capillary Technologies International Pte. Ltd.
CPT027-CN	Capillary Logos (Horizontal)	Capillary Technologies International Pte. Ltd.
CPT028-CN	Capillary Logos (Horizontal)	Capillary Technologies International Pte. Ltd.
CPT029-CN	Capillary Logos (Vertical)	Capillary Technologies International Pte. Ltd.
CPT030-CN	Capillary Logos (Vertical)	Capillary Technologies International Pte. Ltd.
CPT031-CN	Capillary Logos (Vertical)	Capillary Technologies International Pte. Ltd.
CPT011-IN	Zero Serve	Capillary Technologies International Pte. Ltd.
CPT012	OmniChannel Engagement & Commerce	Capillary Technologies International Pte. Ltd.
CPT013	O2O Commerce	Capillary Technologies International Pte. Ltd.
CPT014	aiRA	Capillary Technologies International Pte. Ltd.
CPT015-IN	MULTI-WINDOW TIME-AWARE PERSONALIZED RECOMMENDATION SYSTEM	Capillary Technologies International Pte. Ltd.
CPT016-IN	In-Store Customer Tracking And Engagement System	Capillary Technologies International Pte. Ltd.
CPT015-SG	MULTI-WINDOW TIME-AWARE PERSONALIZED RECOMMENDATION SYSTEM	Capillary Technologies International Pte. Ltd.
CPT016-SG	IN-STORE CUSTOMER TRACKING AND ENGAGEMENT SYSTEM	Capillary Technologies International Pte. Ltd.
CPT015-US	MULTI-WINDOW TIME-AWARE PERSONALIZED RECOMMENDATION SYSTEM	Capillary Technologies International Pte. Ltd.
CPT016-SG	IN-STORE CUSTOMER TRACKING AND	Capillary Technologies

	ENGAGEMENT SYSTEM	International Pte. Ltd.
CPT016-US	IN-STORE CUSTOMER TRACKING AND ENGAGEMENT SYSTEM	Capillary Technologies International Pte. Ltd.
CPT020-IN	People Detection System With Feature Space Enhancement	Capillary Technologies International Pte. Ltd.
CPT020-US	PEOPLE DETECTION SYSTEM WITH FEATURE SPACE ENHANCEMENT	Capillary Technologies International Pte. Ltd.
CPT021-IN	OVERHEAD PEOPLE DETECTION AND TRACKING SYSTEM AND METHOD	Capillary Technologies International Pte. Ltd.
CPT021-US	OVERHEAD PEOPLE DETECTION AND TRACKING SYSTEM AND METHOD	Capillary Technologies International Pte. Ltd.
CPT026-US	Capillary Logos (Horizontal)	Capillary Technologies International Pte. Ltd.
CPT027-US	Capillary Logos (Horizontal)	Capillary Technologies International Pte. Ltd.
CPT040-IN	First.club	Capillary Technologies International Pte. Ltd.
CPT047-IN	RETAIL ANALYTICS PLATFORM	Capillary Technologies International Pte. Ltd.

SCHEDULE 5

List of Employees and Consultants

Part A - List of Employees

Name	Status	Date of commencement of employment
Koh Peck Yan	Singapore resident	19 April 2021
Ng Siew Hoon	Singapore resident	13 August 2018
Kunjant Pandya	EP holder	1 April 2015

Part B - List of Consultants

Name	Status	Period of engagement
Viroj Sithivaraporn	Thailand based (No EP)	5 January 2021 to 4 January 2024
Prapan Opaspanwong	Canadian intern (No EP)	27 May 2021 to 26 May 2022
Ngo Quynh Hoa	No EP	9 September 2019 to 9 September 2020

SCHEDULE 6

Summary of Disclosed Claim

Name of claimant	Name of respondent	Amounts claimed	Forum
Seller	Syngenta Asia Pacific Pte. Ltd.	(i) S\$156,520.30; (ii) US\$437,958.65; (iii) Pendente lite and future interest on the amounts in (i) and (ii) above; and (iv) Cost of Arbitration proceedings.	Singapore International Arbitration Centre