

## CONVERTIBLE NOTE

THE SECURITIES REPRESENTED BY THIS CONVERTIBLE NOTE HAS NOT BEEN REGISTERED UNDER THE SINGAPORE SECURITIES & FUTURES ACT (CHAPTER 289 OF SINGAPORE STATUTES), AS AMENDED (THE "SFACT"), OR UNDEconvertible\_note.html  
R THE PROVISIONS OF ANY APPLICABLE SECURITIES LAWS, BUT HAVE BEEN ISSUED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED, EXCEPT (I) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONVERTIBLE NOTE; AND (II) IN COMPLIANCE WITH ALL APPLICABLE LAWS INCLUDING THE SF ACT.

ISSUE DATE: \_\_\_\_\_

For value received, \_\_\_\_\_, (company registration number \_\_\_\_\_) a company incorporated in Singapore with its registered office at \_\_\_\_\_ (the "Company") hereby issue to \_\_\_\_\_ (together with its successors and assigns, the "Investor"), this unsecured convertible note ("Convertible Note") upon the terms and conditions specified below.

The Convertible Note is subject to the following terms and conditions:

### 1. DEFINITION & INTERPRETATION

1.1. In the terms and conditions of this Convertible Note, unless the context requires otherwise:

"Business" means \_\_\_\_\_;

"Business Day" means a day on which banks are normally open for business and which is not a Sunday or public holiday in Singapore;

"Business IPRs" means the IPRs used by the Company in the conduct of its Business;

"Confidential Information" means any information, which is proprietary and confidential to a Party, including but not limited to the existence, terms and conditions of this Agreement and the Convertible Notes;

"Conversion Price" shall have the meaning ascribed to it in Clause 3.1.5 of this Agreement;

"Conversion Shares" shall have the meaning ascribed to it in Clause 3.1.1;

"Convertible Purchase Price" means \_\_\_\_\_;

"Event of Default" means any event listed in Clause 3.3;

"Institutional Investor" means a professional investor (not being an individual);

"Interest" shall mean interest payable by the Company at a flat rate equal to \_\_\_\_\_% on the Convertible Purchase Price amount.

"IPRs" means, in respect of all applicable jurisdictions, (i) patents, designs, trademarks and trade