

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**Form 8-K**

**Current Report  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **May 16, 2023**

**EUDA Health Holdings Limited**  
(Exact Name of Registrant as Specified in its Charter)

**British Virgin Islands**  
(State or other jurisdiction  
of incorporation)

**001-40678**  
(Commission  
File Number)

**n/a**  
(I.R.S. Employer  
Identification No.)

1 Pemimpin Drive #12-07  
One Pemimpin Singapore 576151  
(Address of Principal Executive Offices and Zip Code)  
Registrant's telephone number, including area code: +65 6268 6821

n/a  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Ordinary Shares	EUDA	NASDAQ Stock Market LLC
Redeemable Warrants	EUDAW	NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## **Item 1.01 Entry into a Material Definitive Agreement**

### *Debt Obligations and Settlement Agreements with Meng Dong (James) Tan*

On November 17, 2022, EUDA Health Holdings Limited (the “Company”) issued to Meng Dong (James) Tan an interest-free convertible promissory note in the aggregate principal amount of \$700,000 (the “Tan 2022 Note”). Pursuant to the Tan 2022 Note, on November 17, 2023, the maturity date, James Tan would have the right to convert the unpaid principal amount of the Tan 2022 Note into ordinary shares of the Company based on the five day volume weighted average price of the Company’s ordinary shares immediately preceding the maturity date.

Pursuant to a loan agreement dated January 9, 2023, James Tan loaned the Company an additional \$145,450 (the “Initial Tan Loan”) at 8% interest per annum and was to be repaid by March 31, 2023. The Initial Tan Loan was not timely repaid by March 31, 2023, and was replaced as disclosed below.

Pursuant to a second loan agreement with the Company dated April 24, 2023, James Tan loaned the Company an additional \$332,750 (the “Tan Second Loan”) at 8% interest per annum, which matures on the earlier of June 30, 2023 or within seven days of the Company receiving the proceeds from the sales of securities in the private placement disclosed in Item 3.02 hereunder (the “Private Placement”). Pursuant to the terms of the Tan Second Loan, the Company agreed to issue to James Tan a new promissory note in the principal amount of \$145,450 dated April 24, 2023 (the “Tan First Loan”) to replace the Initial Tan Loan. The Tan First Loan contained the same payment terms as the Tan Second Loan.

On May 15, 2023, James Tan entered into a third loan agreement with the Company pursuant to which James Tan agreed to loan the Company an additional \$22,500 (the “Tan Third Loan”), provided that the Company issued a new promissory note to James Tan in the principal amount of \$700,000 (the “Tan 2023 Note”) to replace the Tan 2022 Note. The Tan Third Loan would bear interest at 8% per annum, and would be repaid upon the earlier of June 30, 2023 or within seven days of the Company receiving the proceeds from the sales of securities in the Private Placement.

On May 15, 2023, the Company issued to James Tan the Tan 2023 Note to replace the Tan 2022 Note. The Tan 2023 Note was an interest-free convertible promissory note in the aggregate principal amount of \$700,000. On May 15, 2023, James Tan elected to convert the entire unpaid principal in the amount of \$700,000 of the Tan 2023 Note into ordinary shares of the Company at \$1.00 per share in accordance with the terms of the Tan 2023 Note. On May 16, 2023, the Company issued to James Tan 700,000 ordinary shares in full satisfaction of the Tan 2023 Note. Pursuant to the terms of the Tan 2023 Note, the Company has agreed to register the 700,000 ordinary shares for resale. We refer to these 700,000 restricted ordinary shares as the “Converted Shares.”

As of the date of this report, the Tan 2023 Note has been converted in full into the Converted Shares and is no longer outstanding.

In order to facilitate the Company’s capital raising efforts, the Board, at a meeting on May 16, 2023 (the “May Board Meeting”) approved and authorized execution of a Settlement Agreement with James Tan (the “Tan Settlement Agreement”), pursuant to which the Company agreed to issue to James Tan an aggregate of 478,200 restricted ordinary shares of the Company in full satisfaction of all obligations of the Company under the Tan First Loan and the Tan Second Loan. On May 16, 2023, the Company issued to James Tan an aggregate of 478,200 restricted ordinary shares pursuant to the Tan Settlement Agreement, in full settlement of all obligations of the Company under the Tan First Loan and the Tan Second Loan. A copy of the Tan Settlement Agreement is attached hereto as Exhibit 10.1 and incorporated by reference. The foregoing summary of the terms of the Tan Settlement Agreement is subject to, and qualified in its entirety, by such document. As of the date of this report, the Tan Third Loan remains outstanding.

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#### *Debt Obligations and Settlement Agreements with 8i Holdings 2 Pte Ltd*

On November 17, 2022, the Company issued to 8i Holdings 2 Pte Ltd. (“8i Holdings 2”), a company owned by Mr. Meng Dong (James) Tan, an interest-free convertible promissory note in the aggregate principal amount of \$82,600 (the “8i Note”). Pursuant to the 8i Note, on November 17, 2023, the maturity date, 8i Holdings 2 would have the right to convert the unpaid principal amount of the 8i Note into ordinary shares of the Company based on the five day volume weighted average price of the Company’s ordinary shares immediately preceding the maturity date.

At the May Board Meeting, the Board approved and authorized execution of a Settlement Agreement with 8i Holdings 2 (the “8i Settlement Agreement”) pursuant to which the Company agreed to issue 82,600 restricted ordinary shares of the Company to 8i Holdings 2 in full satisfaction of all obligations of the Company under the 8i Note. On May 16, 2023, the Company issued to 8i Holdings 2 an aggregate of 82,600 restricted ordinary shares pursuant to the 8i Settlement Agreement. A copy of the 8i Settlement Agreement is attached hereto as Exhibit 10.2 and incorporated by reference. The foregoing summary of the terms of the 8i Settlement Agreement is subject to, and qualified in its entirety, by such document.

#### *Debt Obligations and Settlement Agreements with Fook Meng Chan*

On November 17, 2022, the Company issued to Shine Link Limited (“Shine Link”), a company owned by Fook Meng Chan, a current shareholder, an interest-free convertible promissory note in the aggregate principal amount of \$119,000 (“Shine Link Note”). Pursuant to the Shine Link Note, on November 17, 2023, the maturity date, Shine Link would have the right to convert the unpaid principal amount of the Shine Link Note into ordinary shares of the Company based on the five day volume weighted average price of the Company’s ordinary shares immediately preceding to the maturity date. At the May Board Meeting, the Board approved and authorized execution of a Settlement Agreement with Shine Link (the “Shine Link Settlement Agreement”) pursuant to which the Company agreed to issue to Shine Link 119,000 restricted ordinary shares of the Company in full satisfaction of obligations under the Shine Link Note. On May 16, 2023, the Company issued to Shine Link an aggregate of 119,000 restricted ordinary shares pursuant to the Shine Link Settlement Agreement. .. A copy of the Shine Link Settlement Agreement is attached hereto as Exhibit 10.3 and incorporated by reference. The foregoing summary of the terms of the Shine Link Settlement Agreement is subject to, and qualified in its entirety, by such document.

On November 17, 2022, the Company issued to Menora Capital Pte Ltd (“Menora”), a company owned by Fook Meng Chan, a current shareholder, an interest-free convertible promissory note in the aggregate principal amount of \$87,500 (“Menora Note”). Pursuant to the Menora Note, on November 17, 2023, the maturity date, Menora would have the right to convert the unpaid principal amount of the Menora Note into ordinary shares of the Company based on the five day volume weighted average price of the Company’s ordinary shares immediately preceding to the maturity date. At the May Board Meeting, the Board approved and authorized execution of a Settlement Agreement with Menora (the “Menora Settlement Agreement”) pursuant to which the Company agreed to issue to Menora 87,500 restricted ordinary shares of the Company in full satisfaction of all obligations under the Menora Note. On May 16, 2023, the Company issued to Menora an aggregate of 87,500 restricted ordinary shares pursuant to the Menora Settlement Agreement. A copy of the Menora Settlement Agreement is attached hereto as Exhibit 10.4 and incorporated by reference. The foregoing summary of the terms of the Menora Settlement Agreement is subject to, and qualified in its entirety, by such document.

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Kent Ridge Healthcare Singapore Pte Ltd. (“KRHSG”) is a wholly-owned subsidiary of EUDA. Since KRHSG’s inception in November 2017 until the Business Combination in November 2022 (as previously disclosed in the Form 8-K filed on November 23, 2022), Dr. Kelvin Chen, KRHSG’s founder, provided funding to pay for its start-up expenses and working capital. At the May Board Meeting, the Board approved and authorized execution of a Settlement Agreement with Dr. Kelvin Chen (the “Chen Settlement Agreement”) pursuant to which the Company agreed to issue to Dr. Kelvin Chen 850,306 restricted ordinary shares of the Company in full satisfaction of Dr. Kelvin Chen’s claim for an aggregate amount of \$850,306 (or approximately S\$1,136,264.06) provided to KRHSG from time to time since inception. On May 16, 2023, the Company issued to Mr. Chen an aggregate of 850,306 restricted ordinary shares pursuant to this Settlement Agreement, a copy of which is attached hereto as Exhibit 10.5 and incorporated by reference. The foregoing summary of the terms of this Settlement Agreement is subject to, and qualified in its entirety, by such document.

We refer to the aggregate of 1,617,606 restricted ordinary shares of the Company issued in connection with the foregoing five settlement agreements, attached hereto as Exhibits 10.1 through 10.5 and incorporated by reference, as the “Settlement Shares.” None of the Settlement Shares or the Converted Shares have been registered under the Securities Act, or applicable state securities laws, and none may be offered or sold in the United States absent registration under the Securities Act or an exemption from such registration requirements.

### **Item 3.02 Unregistered Sales of Equity Securities**

On May 16, 2023, the Company issued an aggregate of 1,617,606 ordinary shares (referred to as the Settlement Shares in Item 1.01) and 700,000 ordinary shares (referred to as the Converted Shares in Item 1.01) in a private placement in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Rule 506 promulgated thereunder.

Between May 16 and May 22, 2023, the Company issued and sold to eight accredited investors an aggregate of 940,000 ordinary shares (the “Placement Shares”) at \$1.00 per share for an aggregate purchase price of \$940,000 in a private placement in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and Rule 506 promulgated thereunder. In connection with the sale of the Placement Shares, parties have entered into certain Registration Rights Agreements pursuant to which the Company has agreed to file a registration statement for the resale of the Placement Shares the later of (a) thirty days after the sale of the Placement Shares, and (b) the earliest practical date on which the resale registration statement can be filed following the Company’s filing of its Form 10-K for the year ended December 31, 2022 and its Form 10-Q for the quarters ended March 31, 2023 and June 2023. A form of the Registration Rights Agreement is attached hereto as Exhibit 10.6 and incorporated by reference. The foregoing summary of the terms of this Registration Rights Agreement is subject to, and qualified in its entirety, by such document.

None of the Settlement Shares, Placement Shares and the Converted Shares have been registered under the Securities Act, or applicable state securities laws, and none may be offered or sold in the United States absent registration under the Securities Act or an exemption from such registration requirements.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

#### **Exhibit**

<b>No.</b>	<b>Description</b>
10.1	<a href="#">Settlement Agreement with Mr. Meng Dong (James) Tan, dated May 16, 2023</a>
10.2	<a href="#">Settlement Agreement with 8i Holdings 2 Pte Ltd., dated May 16, 2023</a>
10.3	<a href="#">Settlement Agreement with Shine Link Limited, dated May 16, 2023</a>
10.4	<a href="#">Settlement Agreement with Menora Capital Pte Ltd, dated May 16, 2023</a>
10.5	<a href="#">Settlement Agreement with Kelvin Chen, dated May 16, 2023</a>
10.6	<a href="#">Form of Registration Rights Agreement, dated May 16, 2023</a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 26, 2023

**EUDA Health Holdings Limited**

By: /s/ Wei Wen Kelvin Chen

Name: Wei Wen Kelvin Chen

Title: Chief Executive Officer

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**SETTLEMENT AGREEMENT**

This Settlement Agreement dated the 16<sup>th</sup> day of May 2023 is between Tan Meng Dong of 11 Boon Teck Road #08-02 Singapore 329585 (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, a company incorporated in the British Virgin Islands and having its registered office at Clarence Thomas Building, P.O. Box 4649, Road Town, Tortola, British Virgin Island (hereinafter referred to as "the Debtor") of the other part.

**WHEREAS:**

- (A) The Creditor has a claim against the Debtor for the total sum of US\$478,200.00 ("the Claim") as set out in a loan agreement dated 9 January 2023 (for US\$145,450.00) and another loan agreement dated 24 April 2023 (for US\$332,750.00) between the Creditor and the Debtor.
- (B) On 9 May 2023, the Debtor's Board of Directors resolved that it shall carry out a placement of its shares to raise up to US\$4,000,000.00 for the Debtor.
- (C) The Debtor has approached some potential investors and some investors have expressed concern that 8i Holdings 2 Pte Ltd, Tan Meng Dong James, Menora Capital Pte Ltd and Shine Link Limited are collectively owed a total sum of nearly US\$800,000.00 (collectively, the "Debts") which will be due and payable in 2023. The potential investors have requested that the Debtor procure that these parties convert the Debts into shares in the capital of the Debtor (the "EUDA Shares") so that the Debtor may use most of the proceeds of the Placement for its working capital.
- (D) The Debtor has requested the Creditor to convert its Claim into EUDA Shares and the parties have agreed on the terms hereinafter appearing.

**NOW IT IS AGREED** as follows:

- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), the Debtor hereby agrees to pay to the Creditor the sum of US\$478,200.00 by issuing and allotting to the Creditor 478,200 new EUDA Shares.
- 2. Upon the Creditor receiving the 478,200 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
- 3. Time shall be of the essence.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Tan Meng Dong )  
in the presence of: )

SIGNED by Chen Wei Wen Kelvin )  
for and on behalf of )  
EUDA Health Holdings Limited )  
in the presence of: )





**SETTLEMENT AGREEMENT**

This Settlement Agreement dated the 16<sup>th</sup> day of May 2023 is between Tan Meng Dong of 11 Boon Teck Road #08-02 Singapore 329585 (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, a company incorporated in the British Virgin Islands and having its registered office at Clarence Thomas Building, P.O. Box 4649, Road Town, Tortola, British Virgin Island (hereinafter referred to as "the Debtor") of the other part.

**WHEREAS:**

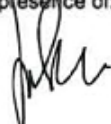
- (A) The Creditor has a claim against the Debtor for the total sum of US\$478,200.00 ("the Claim") as set out in a loan agreement dated 9 January 2023 (for US\$145,450.00) and another loan agreement dated 24 April 2023 (for US\$332,750.00) between the Creditor and the Debtor.
- (B) On 9 May 2023, the Debtor's Board of Directors resolved that it shall carry out a placement of its shares to raise up to US\$4,000,000.00 for the Debtor.
- (C) The Debtor has approached some potential investors and some investors have expressed concern that 8i Holdings 2 Pte Ltd, Tan Meng Dong James, Menora Capital Pte Ltd and Shine Link Limited are collectively owed a total sum of nearly US\$800,000.00 (collectively, the "Debts") which will be due and payable in 2023. The potential investors have requested that the Debtor procure that these parties convert the Debts into shares in the capital of the Debtor (the "EUDA Shares") so that the Debtor may use most of the proceeds of the Placement for its working capital.
- (D) The Debtor has requested the Creditor to convert its Claim into EUDA Shares and the parties have agreed on the terms hereinafter appearing.

**NOW IT IS AGREED** as follows:

- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), the Debtor hereby agrees to pay to the Creditor the sum of US\$478,200.00 by issuing and allotting to the Creditor 478,200 new EUDA Shares.
- 2. Upon the Creditor receiving the 478,200 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
- 3. Time shall be of the essence.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Tan Meng Dong  
in the presence of:



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SIGNED by Chen Wei Wen Kelvin  
for and on behalf of  
EUDA Health Holdings Limited  
in the presence of:



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**SETTLEMENT AGREEMENT**

This Settlement Agreement dated the 16<sup>th</sup> day of May 2023 is between 8i Holdings 2 Pte Ltd, a company incorporated in Singapore and having its registered office at 6 Eu Tong Sen Street #08-13 The Central Singapore 059817 (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, a company incorporated in the British Virgin Islands and having its registered office at Clarence Thomas Building, P.O. Box 4649, Road Town, Tortola, British Virgin Island (hereinafter referred to as "the Debtor") of the other part.

**WHEREAS:**

- (A) The Creditor has a claim against the Debtor for the sum of US\$82,600.00 ("the Claim") as set out in a promissory note dated 17 November 2022 issued by the Debtor to the Creditor.
- (B) On 9 May 2023, the Debtor's Board of Directors resolved that it shall carry out a placement of its shares to raise up to US\$4,000,000.00 for the Debtor.
- (C) The Debtor has approached some potential investors and some investors have expressed concern that 8i Holdings 2 Pte Ltd, Tan Meng Dong James, Menora Capital Pte Ltd and Shine Link Limited are collectively owed a total sum of nearly US\$800,000.00 (collectively, the "Debts") which will be due and payable in 2023. The potential investors have requested that the Debtor procure that these parties convert the Debts into shares in the capital of the Debtor (the "EUDA Shares") so that the Debtor may use most of the proceeds of the Placement for its working capital.
- (D) The Debtor has requested the Creditor to convert its Claim into EUDA Shares and the parties have agreed on the terms hereinafter appearing.

**NOW IT IS AGREED** as follows:

- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), the Debtor hereby agrees to pay to the Creditor the sum of US\$82,600.00 by issuing and allotting to the Creditor 82,600 new EUDA Shares.
- 2. Upon the Creditor receiving the 82,600 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
- 3. Time shall be of the essence.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Tan Meng Dong                    )  
for and on behalf of                            )  
8i Holdings 2 Pte Ltd                            )  
in the presence of:                            )

SIGNED by Chen Wei Wen Kelvin            )  
for and on behalf of                            )  
EUDA Health Holdings Limited                )  
in the presence of:                            )





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**SETTLEMENT AGREEMENT**

This Settlement Agreement dated the 16<sup>th</sup> day of May 2023 is between Shine Link Limited, a company incorporated in the British Virgin Islands and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, a company incorporated in the British Virgin Islands and having its registered office at Clarence Thomas Building, P.O. Box 4649, Road Town, Tortola, British Virgin Island (hereinafter referred to as "the Debtor") of the other part.

**WHEREAS:**

- (A) The Creditor has a claim against the Debtor for the sum of US\$119,000.00 ("the Claim") as set out in a promissory note dated 17 November 2022 issued by the Debtor to the Creditor.
- (B) On 9 May 2023, the Debtor's Board of Directors resolved that it shall carry out a placement of its shares to raise up to US\$4,000,000.00 for the Debtor.
- (C) The Debtor has approached some potential investors and some investors have expressed concern that 8i Holdings 2 Pte Ltd, Tan Meng Dong James, Menora Capital Pte Ltd and Shine Link Limited are collectively owed a total sum of nearly US\$800,000.00 (collectively, the "Debts") which will be due and payable in 2023. The potential investors have requested that the Debtor procure that these parties convert the Debts into shares in the capital of the Debtor (the "EUDA Shares") so that the Debtor may use most of the proceeds of the Placement for its working capital.
- (D) The Debtor has requested the Creditor to convert its Claim into EUDA Shares and the parties have agreed on the terms hereinafter appearing.

**NOW IT IS AGREED** as follows:

- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), the Debtor hereby agrees to pay to the Creditor the sum of US\$119,000.00 by issuing and allotting to the Creditor 119,000 new EUDA Shares.
- 2. Upon the Creditor receiving the 119,500 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
- 3. Time shall be of the essence.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Chan Fook Meng  
for and on behalf of  
Shine Link Limited  
in the presence of:

)  
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SIGNED by Chen Wei Wen Kelvin  
for and on behalf of  
EUDA Health Holdings Limited  
in the presence of:

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**SETTLEMENT AGREEMENT**

This Settlement Agreement dated the 16<sup>th</sup> day of May 2023 is between Menora Capital Pte Ltd, a company incorporated in Singapore and having its registered office at 150 Cecil Street #03-02 Singapore 069543 (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, a company incorporated in the British Virgin Islands and having its registered office at Clarence Thomas Building, P.O. Box 4649, Road Town, Tortola, British Virgin Island (hereinafter referred to as "the Debtor") of the other part.

**WHEREAS:**

- (A) The Creditor has a claim against the Debtor for the sum of US\$87,500.00 ("the Claim") as set out in a promissory note dated 17 November 2022 issued by the Debtor to the Creditor.
- (B) On 9 May 2023, the Debtor's Board of Directors resolved that it shall carry out a placement of its shares to raise up to US\$4,000,000.00 for the Debtor.
- (C) The Debtor has approached some potential investors and some investors have expressed concern that 8i Holdings 2 Pte Ltd, Tan Meng Dong James, Menora Capital Pte Ltd and Shine Link Limited are collectively owed a total sum of nearly US\$800,000.00 (collectively, the "Debts") which will be due and payable in 2023. The potential investors have requested that the Debtor procure that these parties convert the Debts into shares in the capital of the Debtor (the "EUDA Shares") so that the Debtor may use most of the proceeds of the Placement for its working capital.
- (D) The Debtor has requested the Creditor to convert its Claim into EUDA Shares and the parties have agreed on the terms hereinafter appearing.

**NOW IT IS AGREED** as follows:

- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), the Debtor hereby agrees to pay to the Creditor the sum of US\$87,500.00 by issuing and allotting to the Creditor 87,500 new EUDA Shares.
- 2. Upon the Creditor receiving the 87,500 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
- 3. Time shall be of the essence.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Chan Fook Meng  
for and on behalf of  
Menora Capital Pte Ltd  
in the presence of:



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SIGNED by Chen Wei Wen Kelvin  
for and on behalf of  
EUDA Health Holdings Limited  
in the presence of:



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**SETTLEMENT AGREEMENT**

This Settlement Agreement dated the 16<sup>th</sup> day of May 2023 is between Chen Wei Wen Kelvin of 102 Jalan Simpang Bedok Canary Park Singapore 488221 (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, a company incorporated in the British Virgin Islands and having its registered office at Clarence Thomas Building, P.O. Box 4649, Road Town, Tortola, British Virgin Island (hereinafter referred to as "the Debtor") of the other part.

**WHEREAS:**

- (A) The Creditor has a claim against Kent Ridge Healthcare Singapore Pte Ltd ("KRHS") for the sum of S\$1,136,264.46 ("the Claim") as set out in a letter of demand dated 16 May 2023 from the Creditor's lawyers Messrs Josephine Chong LLC to KRHS. KRHS is wholly owned by the Debtor and is the Debtor's largest subsidiary for its medical related business.
- (B) On 9 May 2023, the Debtor's Board of Directors resolved that it shall carry out a placement of its shares to raise up to US\$4,000,000.00 for the Debtor.
- (C) The Debtor has approached some potential investors and some investors have expressed concern that KRHS may go into financial distress due to the Claim. The potential investors have requested that the Debtor procure that the Creditor convert the Claim into shares in the capital of the Debtor (the "EUDA Shares") so that the Debtor may use most of the proceeds of the Placement for its working capital.
- (D) The Debtor has requested the Creditor to convert its Claim into EUDA Shares and the parties have agreed on the terms hereinafter appearing.

**NOW IT IS AGREED** as follows:


- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), the Debtor hereby agrees to pay to the Creditor the sum of US\$850,306.00 (which is approximately S\$1,136,264.06 at a USD/SGD exchange rate of 1.3363) by issuing and allotting to the Creditor 850,306 new EUDA Shares.
- 2. Upon the Creditor receiving the 850,306 EUDA Shares, the Creditor shall release and forever discharge KRHS of the Claim. In addition, the Creditor hereby ASSIGN and TRANSFER absolutely all of his rights, title, benefit and interest in the Claim to the Debtor.
- 3. Time shall be of the essence.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Chen Wei Wen Kelvin )  
 in the presence of: )




SIGNED by Eric Lew )  
 for and on behalf of )  
 EUDA Health Holdings Limited )  
 in the presence of: )






## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made and entered into as of [●], 2023, between EUDA Health Holdings Limited, a British Virgin Islands business company (the “**Company**”), and each of the several purchasers signatory hereto (each such purchaser, a “**Purchaser**” and, collectively, the “**Purchasers**”).

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of the date hereof, between the Company and each Purchaser (the “**Purchase Agreement**”).

The Company and each Purchaser hereby agrees as follows:

**1. Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Advice**” shall have the meaning set forth in Section 6(c).

“**Effectiveness Date**” means, with respect to the Initial Registration Statement required to be filed hereunder, thirty (30) calendar days following the Filing Date (or, in the event of a full review by the Commission, ninety (90) calendar days following the Filing Date) and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), thirty (30) calendar days following the date on which an additional Registration Statement is required to be filed hereunder (or, in the event of a full review by the Commission, sixty (60) calendar days following the date such additional Registration Statement is required to be filed hereunder); provided, however, that in the event the Company is notified by the Commission that one or more of the above Registration Statements will not be reviewed or is no longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the fifth (5th) Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above; provided, further, that if such Effectiveness Date falls on a day that is not a Trading Day, then the Effectiveness Date shall be the next succeeding Trading Day.

“**Effectiveness Period**” shall have the meaning set forth in Section 2(a).

“**Filing Date**” means, with respect to the Initial Registration Statement required hereunder, the later of (a) thirty (30) days after the Closing Date and (b) the earliest practical date on which the Company can file such Initial Registration Statement following the Company’s filing of its Form 10-K for the year ended December 31, 2022 and its Form 10-Q for the periods ended March 31, 2023 and June 30, 2023, and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

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**“Holder”** or **“Holders”** means the holder or holders, as the case may be, from time to time of Registrable Securities.

**“Indemnified Party”** shall have the meaning set forth in Section 5(c).

**“Indemnifying Party”** shall have the meaning set forth in Section 5(c).

**“Initial Registration Statement”** means the initial Registration Statement filed pursuant to this Agreement.

**“Losses”** shall have the meaning set forth in Section 5(a).

**“Plan of Distribution”** shall have the meaning set forth in Section 2(a).

**“Prospectus”** means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

**“Registrable Securities”** means, as of any date of determination, (a) all Shares, and (b) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (i) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (ii) such Registrable Securities have been previously sold in accordance with Rule 144, or (iii) such securities become eligible for resale and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 (if such requirement is applicable) as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any affiliate of the Company, as reasonably determined by the Company, upon the advice of counsel to the Company.

**“Registration Statement”** means any registration statement required to be filed hereunder pursuant to Section 2(a) and any additional registration statements contemplated by Section 2(c) or Section 3(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

**“Rule 415”** means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

**“Rule 424”** means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

**“Selling Shareholder Questionnaire”** shall have the meaning set forth in Section 3(a).

**“SEC Guidance”** means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

## **2. Shelf Registration.**

(a) On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. Each Registration Statement filed hereunder shall be on Form S-1 (or Form S-3 to the extent the Company is eligible to use such registration statement form, subject to the provisions of Section 2(d)) and shall contain (unless otherwise directed by at least 55% in interest of the Holders or as modified by the Company in its sole discretion, including to conform substantially to that set forth in the Company’s registration statement on Form S-1 (File No. 333-268994) filed with the Commission on December 23, 2022) substantially the **“Plan of Distribution”** attached hereto as Annex A and substantially the **“Selling Shareholders”** section attached hereto as Annex B; provided, however, that no Holder shall be required to be named as an “underwriter” without such Holder’s express prior written consent. Subject to the terms of this Agreement, the Company shall use its best efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the applicable Effectiveness Date, and shall use its best efforts to keep such Registration Statement continuously effective under the Securities Act until the date that all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 (to the extent applicable), as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders (the **“Effectiveness Period”**). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. (New York City time) on a Trading Day. The Company shall immediately notify the Holders via facsimile or by e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 a.m. (New York City time) on the Trading Day after the effective date of such Registration Statement, file a final Prospectus with the Commission as required by Rule 424.

(b) Notwithstanding the registration obligations set forth in Section 2(a), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1 or such other form available to register for resale the Registrable Securities as a secondary offering, subject to the provisions of Section 2(de) with respect to filing on Form S-1 or other appropriate form; provided, however, that prior to filing such amendment, the Company shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09.

(c) Notwithstanding any other provision of this Agreement, if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows:

- i. First, the Company shall reduce or eliminate any securities to be included other than Registrable Securities; and
- ii. Second, the Company shall reduce Registrable Securities represented by Shares (applied, in the case that some Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Shares held by such Holders).

In the event of a cutback hereunder, the Company shall give the Holder at least five (5) Trading Days prior written notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement in accordance with the foregoing, the Company will use its best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-1 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended.

(d) If Form S-1 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on another appropriate form and (ii) undertake to register the Registrable Securities on Form S-1 as soon as such form is available, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-1 covering the Registrable Securities has been declared effective by the Commission.

(e) Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Holder or affiliate of a Holder as any Underwriter without the prior written consent of such Holder.

**3. Registration Procedures.** In connection with the Company's registration obligations hereunder, the Company shall:

(a) Prior to the filing of each Registration Statement and any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than five (5) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex C (a "**Selling Shareholder Questionnaire**") on a date that is not less than two (2) Trading Days prior to the Filing Date or by the end of the fourth (4<sup>th</sup>) Trading Day following the date on which such Holder receives draft materials in accordance with this Section.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of Ordinary Shares then registered in a Registration Statement, then the Company shall file as soon as reasonably practicable, but in any case prior to the applicable Filing Date, an additional Registration Statement covering the resale by the Holders of not less than the number of such Registrable Securities.

(d) Notify the Holders of Registrable Securities to be sold (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the Commission notifies the Company whether there will be a “review” of such Registration Statement and whenever the Commission comments in writing on such Registration Statement, and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose, (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus; provided, however, that in no event shall any such notice contain any information which would constitute material, non-public information regarding the Company or any of its subsidiaries, and the Company agrees that the Holders shall not have any duty of confidentiality to the Company or any of its subsidiaries and shall not have any duty to the Company or any of its subsidiaries not to trade on the basis of such information.

(e) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(f) Furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission, provided that any such item which is available on the EDGAR system (or successor thereto) need not be furnished in physical form.

(g) Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(d).

(h) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the Registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or "blue sky" laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(i) If requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates (if any) representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(j) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its shareholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(d) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 3(j) to suspend the availability of a Registration Statement and Prospectus for a period not to exceed 60 calendar days (which need not be consecutive days) in any 12-month period.

(k) Otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final Prospectus, including any supplement or amendment thereof, with the Commission pursuant to Rule 424 under the Securities Act, promptly inform the Holders in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Holders are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder.

(l) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of Ordinary Shares beneficially owned by such Holder and, if required by the Commission, the natural persons thereof that have voting and dispositive control over the shares. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities solely because any Holder fails to furnish such information within three (3) Trading Days of the Company's request, any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only until such information is delivered to the Company.



**4. Registration Expenses.** All fees and expenses incident to the performance of, or compliance with, this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Ordinary Shares are then listed for trading, and (C) in compliance with applicable state securities or "blue sky" laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance to be purchased at the sole discretion of the Company, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

#### **5. Indemnification.**

(a) **Indemnification by the Company.** The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Ordinary Shares), investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, shareholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (ii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(c). The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders in accordance with Section 6(g).

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent, but only to the extent, that such information relates to such Holder's information provided in the Selling Shareholder Questionnaire or the proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or in any amendment or supplement thereto. In no event shall the liability of a selling Holder be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 5 and the amount of any damages such Holder has otherwise been required to pay by reason of such untrue statement or omission) received by such Holder upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof, provided that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten (10) Trading Days of written notice thereof to the Indemnifying Party, provided that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. In no event shall the contribution obligation of a Holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 5 and the amount of any damages such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

## 6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b) Reserved.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(d)(iii) through (vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the “**Advice**”) by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable.

(d) Piggy-Back Registrations. If, at any time during the Effectiveness Period, there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company’s stock option or other employee benefit plans (if any), then the Company shall deliver to each Holder a written notice of such determination and, if within fifteen (15) calendar days after the date of the delivery of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered; provided, however, that the Company shall not be required to register any Registrable Securities pursuant to this Section 6(d) that are eligible for resale pursuant to Rule 144 (without volume restrictions and provided the Company is in compliance with the current public information requirement under Rule 144) promulgated by the Commission pursuant to the Securities Act or that are the subject of a then effective Registration Statement that is available for resales or other dispositions by such Holder.

(e) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 50.1% or more of the then outstanding Registrable Securities; provided that no such amendment, action or omission that adversely affects, alters or changes the interests of any Holder in a manner disproportionate to the other Holders shall be effective against such Holder without the prior written consent of such Holder. If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6(e). No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

(f) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

(g) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities. Each Holder may assign their respective rights hereunder in the manner and to the Persons as permitted under Section 5.7 of the Purchase Agreement.

(h) No Inconsistent Agreements. The Company has not entered, as of the date hereof, nor shall the Company, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Except as set forth in the Company's registration statement on Form S-1 (File No. 333-268994) filed with the Commission on December 23, 2022, the Company has not previously entered into any agreement granting any registration rights with respect to any of its securities to any Person that have not been satisfied in full.

(i) Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

(j) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

(k) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(n) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters, and the Company acknowledges that the Holders are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or transactions. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Holder. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

*[EUDA Registration Rights Agreement Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

**EUDA Health Holdings Limited**

By: \_\_\_\_\_

Name: Kelvin Chen

Title: Chief Executive Officer

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[EUDA Registration Rights Agreement – Holder Signature Page]

Name of Holder:

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*Signature of Authorized Signatory of Holder:*

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Name of Authorized Signatory:

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Title of Authorized Signatory:

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Email Address of Authorized Signatory:

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Plan of Distribution

Each Selling Shareholder (the “**Selling Shareholders**”) of the securities and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the principal Trading Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Shareholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Shareholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Shareholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act of 1933, as amended (the “**Securities Act**”), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Shareholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Shareholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the securities or interests therein, the Selling Shareholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Shareholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Shareholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Shareholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Shareholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the Selling Shareholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Shareholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the Ordinary Shares for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Shareholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the Ordinary Shares by the Selling Shareholders or any other person. We will make copies of this prospectus available to the Selling Shareholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

**SELLING SHAREHOLDERS**

The Ordinary Shares are being offered by the selling shareholders are those previously issued to the selling shareholders. For additional information regarding the issuances of those ordinary shares, see “Private Placement of Ordinary Shares” above. We are registering the Ordinary Shares in order to permit the selling shareholders to offer the shares for resale from time to time. Except for the ownership of the Ordinary Shares, the selling shareholders have not had any material relationship with us within the past three years.

The table below lists the selling shareholders and other information regarding the beneficial ownership of the Ordinary Shares by each of the selling shareholders.

The second column lists the Ordinary Shares being offered by this prospectus by the selling shareholders.

In accordance with the terms of a registration rights agreement with the selling shareholders, this prospectus generally covers the resale of the sum of (i) the number of Ordinary Shares issued to the selling shareholders in the “Private Placement of Ordinary Shares” described above, as of the trading day immediately preceding the applicable date of determination and all subject to adjustment as provided in the registration rights agreement. The third column assumes the sale of all of the shares offered by the selling shareholders pursuant to this prospectus.

The selling shareholders may sell all, some or none of their shares in this offering. See “Plan of Distribution.”

<b>Name of Selling Shareholder</b>	<b>Number of Ordinary Shares Owned Prior to Offering</b>	<b>Number of Ordinary Shares Owned After Offering</b>
Annex B - 1		

**EUDA HEALTH HOLDINGS LIMITED**

**Selling Shareholder Notice and Questionnaire**

The undersigned beneficial owner of ordinary shares (the “**Registrable Securities**”) of EUDA Health Holdings Limited, a British Virgin Islands business company (the “**Company**”), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the “**Commission**”) a registration statement (the “**Registration Statement**”) for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the “**Securities Act**”), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the “**Registration Rights Agreement**”) to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling shareholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling shareholder in the Registration Statement and the related prospectus.

**NOTICE**

The undersigned beneficial owner (the “**Selling Shareholder**”) of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

**QUESTIONNAIRE**

**1. Name.**

(a) Full Legal Name of Selling Shareholder

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(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

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(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

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**2. Address for Notices to Selling Shareholder:**

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Telephone:

Email:

Contact Person:

**3. Broker-Dealer Status:**

(a) Are you a broker-dealer?

Yes  No

(b) If “yes” to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes  No

Note:If “no” to Section 3(b), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes  No

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes  No

Note:If “no” to Section 3(d), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

**4. Beneficial Ownership of Securities of the Company Owned by the Selling Shareholder.**

*Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.*

(a) Type and Amount of other securities beneficially owned by the Selling Shareholder:

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**5. Relationships with the Company:**

*Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.*

State any exceptions here:

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The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: \_\_\_\_\_ Beneficial Owner: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO KELVIN@EUDA.COM, WITH COPIES TO JBWILLISTON@KAUFCAN.COM AND SMMCDONOUGH@KAUFCAN.COM.**