

Dated the 16<sup>th</sup> day of December 2021

**SINGAPORE FOOD HOLDINGS LIMITED**

**(新加坡美食控股有限公司)**

and

**JOHN LIM BOON KIAT**

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**SERVICE AGREEMENT**

**FOR**

**EXECUTIVE DIRECTOR**

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**THIS AGREEMENT** is made on the 16<sup>th</sup> day of December 2021

**BETWEEN:**

- (1) **SINGAPORE FOOD HOLDINGS LIMITED (新加坡美食控股有限公司)**, an exempted company incorporated in the Cayman Islands with limited liability with registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and headquarters and principal place of business in Singapore at 120 Lower Delta Road, #12-06 Cendex Centre, Singapore 169208 and whose principal place of business in Hong Kong is situated at Unit A, 12/F, China Overseas Building, 139 Hennessy Road, Wanchai, Hong Kong (the “**Company**”); and
- (2) **JOHN LIM BOON KIAT**, holder of Singapore National Registration Identity Card number S7539511F, of 19 Shelford Road, #01-18, Singapore 288408 (the “**Director**”).

**NOW IT IS HEREBY AGREED** as follows:-

**1. DEFINITION AND INTERPRETATION**

1.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“ <b>Agreement</b> ”	this service agreement, as may be amended or modified from time to time;
“ <b>Appointment</b> ”	the appointment of the Director as an executive director of the Company pursuant to Clause 2 of this Agreement;
“ <b>associate(s)</b> ”	shall have the meaning ascribed thereto in the GEM Listing Rules;
“ <b>Board</b> ”	the board of directors for the time being of the Company or the directors present at any meeting of the Board duly convened and held and includes a duly authorised committee thereof;
“ <b>Business</b> ”	all the business and affairs carried on from time to time by the Group or by any of the companies within the Group;
“ <b>BVI</b> ”	the British Virgin Islands;
“ <b>Central Provident Fund</b> ”	the Central Provident Fund of Singapore, which is a comprehensive social security system that enables working Singapore citizens and permanent residents to set aside funds for retirement;
“ <b>Companies Ordinance</b> ”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) in force from time to time;
“ <b>Compensation</b> ”	shall have the meaning ascribed thereto in the Clause 5.1 of

this Agreement;

<b>“Confidential Information”</b>	all information, know-how and records (in whatever form held) including (without prejudice to the generality of the foregoing) all formulae, designs, specifications, drawings, data, manuals and instructions and all customer lists, sales information, business plans and forecasts and all technical or other expertise and all computer software and all financial accounting and tax records, correspondence, orders and enquiries that are confidential or not generally known in any way in connection with the Group or any business of the Group;
<b>“GEM Listing Rules”</b>	the Rules Governing the Listing of Securities on GEM of the Stock Exchange in force from time to time;
<b>“Group”</b>	the Company and its subsidiaries from time to time and a member of the Group shall be construed accordingly;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Listing Date”</b>	the day on which the shares of the Company first commence trading on the GEM of the Stock Exchange;
<b>“Remuneration Committee”</b>	the remuneration committee of the Board;
<b>“Singapore”</b>	the Republic of Singapore;
<b>“S\$”</b>	Singapore dollar(s), the lawful currency of Singapore;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited; and
<b>“Takeovers Code”</b>	the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs in force from time to time.

- 1.2. Reference to Clauses, are references to clauses of this Agreement.
- 1.3. In this Agreement, words importing the singular include the plural and vice versa, words importing one gender include every gender and references to a person include any public body and body corporate, unincorporated associations and partnership (whether or not having separate legal personality).
- 1.4. The headings to the Clauses of this Agreement are for convenience only and shall not affect the construction in this Agreement.
- 1.5. In this Agreement (save as otherwise expressly stated herein), references, express or implied, to any statutes or statutory provision or any rule or regulation (whether or not having the force of law) shall be construed as references to the same as

respectively amended, varied, modified, consolidated or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutory provision and reference to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.

## **2. APPOINTMENT**

- 2.1. The Director shall be appointed as an executive director of the Company on 16 December 2021. This Agreement serves to regulate the employment relationship between the Company and the Director from the Listing Date. For the avoidance of doubt, the letter of appointment entered into between the Company and the Director as an independent non-executive Director on 24 April 2020 shall be terminated with effect from the signing of this Agreement.
- 2.2. The Company shall employ the Director and the Director shall diligently and faithfully serve the Company as an executive director pursuant to the terms and conditions of this Agreement and subject to the articles of association of the Company, the GEM Listing Rules and other applicable laws and regulations.

## **3. TERM**

- 3.1. Subject to the GEM Listing Rules, the Companies Ordinance, Clause 6 of this Agreement and provisions under the Company's articles of association regarding directors' retirement by rotation at the annual general meeting of the Company, the Appointment shall be for an initial fixed term of three (3) years commencing from the Listing Date.
- 3.2. The Director represents and warrants that he is not bound by or subject to any court order, agreement, arrangement or undertaking which in any way restricts or prohibits him from entering into this Agreement or from performing his duties hereunder.

## **4. DIRECTOR'S DUTIES AND SERVICES**

- 4.1. The Director hereby undertakes with the Company that during the term of this Agreement, he shall use his best endeavours to carry out his duties faithfully and diligently under this Agreement and to protect, promote and act in the best interests of the Group.
- 4.2. Without prejudice to the generality of Clause 4.1 above, the Director shall during the term of this Agreement:-
  - (a) devote a sufficient amount of time and attention to the interests and affairs of the Company in the discharge of duties of his office as an executive director of the Company and, where relevant, as an officer of such other members of the Group as are necessary for the proper and efficient administration, supervision, management and operation of the Business (subject to appropriate holidays and vacations as hereinafter provided);

- (b) faithfully and diligently perform such duties and exercise such powers as are consistent with his office in relation to the Company and/or the Group;
- (c) in the discharge of such duties and in the exercise of such powers observe and comply with all reasonable and lawful resolutions, instructions, regulations and directions from time to time passed, made or given by the Board according to the best of his skills and ability;
- (d) perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices (including other directorships) in the Group as the Board may from time to time reasonably require provided the same are consistent with his office;
- (e) at all times keep the Board promptly and fully informed (in writing if so requested) in connection with the performance of such powers and duties and provide such explanations as the Board may require in connection with the Business or affairs of the Group;
- (f) perform such other duties and exercise such other powers which the Board may from time to time properly assign to him in his capacity as an executive director of the Company or in connection with the Business subject to such resolutions, regulations or directions as to the scope of his duties or authority or manner of carrying out the same as may be made or given by the Board from time to time;
- (g) disclose to the Board all other directorships and any other (direct or indirect) interests, employments, consultancies or associations held by the Director outside the Group including all interests in the securities required to be disclosed by the Director under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all interests in the business which may be competing with the business of the Group from time to time;
- (h) act in accordance with his powers and obligations as an executive director of the Company and use his best endeavours to comply with and to cause the Company to comply with (a) this Agreement; (b) every rule or law applicable to any member of the Group, whether in Hong Kong, Singapore, the Cayman Islands, BVI or elsewhere; (c) the GEM Listing Rules (including but not limited to Rules 5.01 and 5.02 and the Corporate Governance Code and Corporate Governance Report set out in Appendix 15 of the GEM Listing Rules) and Takeovers Code; (d) the articles of association of the Company; (e) shareholders' and board resolutions, regulations, instructions or directions of the Company; (f) the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong); and (g) all other relevant securities regulations, rules, instructions and guidelines as issued by the relevant regulatory authorities from time to time, in relation to dealings in shares or other securities of the Company or any other member of the Group, and in relation to insider information or unpublished inside information affecting the shares, debentures or other securities of any member of the Group; and
- (i) disclose to the Board all other direct or indirect interest and position of his or

his family members as well as the positions of his family members in the Company (if any) and accordingly seek for the approval from the Board. The Director shall at all times keep the Board promptly and fully informed of any change of such interest or position.

- 4.3. The Director's official place of work is at the Company's head office in Singapore and the Director may be required to work in Hong Kong or such other locations as the Board may from time to time direct, and the Director may also be required to travel and work outside Singapore as directed by the Board from time to time.
- 4.4. The Director shall carry out his duties and exercise his powers jointly with any other directors or senior management of the Group as may from time to time be appointed by the Board. The Board may at any time require the Director to cease performing any of his duties or exercising any of his power under this Agreement.

## **5. REMUNERATION**

- 5.1. Upon signing of this Agreement and during the term of this Agreement, the Director shall receive a monthly directors' remuneration of HK\$15,000 (or the equivalent amount in Singapore dollars) which shall accrue on a day to day basis payable in arrears on the last day of each calendar month provided that if the Appointment is terminated prior to the end of a calendar month, the Director shall only be entitled to a proportionate part of such salary in respect of the period of service during the relevant month up to the date of termination (the "Compensation").
- 5.2. The Compensation may be reviewed during the term of this Agreement by the Remuneration Committee pursuant to its terms of reference. Any adjustment of the Compensation shall be recommended by the Remuneration Committee and approved by the Board duly convened pursuant to the articles of association of the Company.
- 5.3. The Director shall be entitled to benefit from the medical scheme to be enrolled by the Group from time to time which provides insurance against some out-patient and hospital costs for the employees of the Company.
- 5.4. The Company and the Director shall make all necessary contributions to the Central Provident Fund (if applicable) and all other payments required by any prevailing laws and regulations to be made by the Company and/ or the Director in Singapore or elsewhere.
- 5.5. Payment of the Compensation may be made by the Company and/or by any member of the Group and if by more than one company in such proportions as the Board in its absolute discretion may from time to time think fit.
- 5.6. The Director shall be reimbursed for all reasonable expenses (including expenses of entertainment, subsistence and travelling) properly incurred by him in the performance of his duties in accordance with this Agreement, which expenses shall be evidenced in such manner as the Board may require.

## **6. TERMINATION**

- 6.1. The Company shall be entitled to terminate the Appointment forthwith without any notice or payment in lieu of notice or other compensation to the Director prior to the expiry of the term of the Appointment by notice in writing and upon such determination the Director shall not be entitled to any bonus or any payment whatsoever (other than such Compensation actually accrued due and payable) for or in respect of the then current year of service or to claim any compensation or damages for or in respect of or by reason of such determination, if the Director shall at any time:-
- (a) commit any serious or persistent breach whether wilful or not of any of the provisions herein (and to the extent that such breach is capable of remedy shall fail to remedy such breach within 30 days after written warning given by the Board);
  - (b) be guilty of any act of dishonesty, grave misconduct or wilful default or neglect in the discharge of his duties hereunder (and to the extent that such breach is capable of remedy shall fail to remedy such breach within 30 days after written warning given by the Board);
  - (c) become bankrupt or have a receiving order made against him or suspend payment of his debts or compound with or make any arrangement or composition with his creditors generally;
  - (d) become a lunatic or of unsound mind or become a patient for any purpose of any statute relating to mental health;
  - (e) become permanently incapacitated by illness or other like causes so as to prevent the Director from performing his duties and obligations hereunder;
  - (f) become prohibited by law from acting as a director or, for so long as the Company is listed on the Stock Exchange, by any rules, regulations, practice directions, practice notes or guidance notes of the Stock Exchange from acting as a director of the Company or is guilty of any breach of any rules, regulations, practice directions, practice notes or guidance notes in force from time to time;
  - (g) be guilty of conduct tending to bring himself or any member of the Group into disrepute;
  - (h) be prohibited by law from fulfilling his duties hereunder;
  - (i) be convicted of any criminal offence (other than an offence which in the reasonable opinion of the Board does not affect his position as a director of the Company);
  - (j) be convicted of any offence or be identified as an insider dealer under any statutory enactment or regulations relating to insider dealing in force from time to time;

- (k) refuse to carry out any reasonable or lawful order given to him by the Board during the term of his Agreement or fail to diligently and faithfully attend to his duties hereunder; or
  - (l) improperly divulge to any unauthorised person any Confidential Information or any other business secret or details of the organisation, business or clientele of the Group.
- 6.2. The Director may terminate this Agreement by giving to the Company not less than one week's prior notice in writing (or payment in lieu of notice) after the initial fixed term referred to in Clause 3.1 of this Agreement. The Company may terminate this Agreement by giving to the Director not less than one week's prior notice in writing (or payment in lieu of notice) at any time after the date of this Agreement.
- 6.3. If the Company becomes entitled pursuant to Clause 6.1 above to terminate the Appointment, it shall be entitled (but without prejudice to its right subsequently to the termination of the Appointment on the same or any other ground) to suspend the Appointment of the Director without payment of the Compensation, in full or in part, to the extent permitted by law.
- 6.4. On the termination of the Appointment howsoever arising, the Director shall:-
- (a) at any time and from time to time thereafter at the request of the Company forthwith resign from office as a director of the Company and all offices (including directorship) held by him in any member of the Group and shall without payment or compensation whatsoever payable by any member of the Group transfer to the Company or as the Company may direct in respect of such shares in any member of the Group as are registered in the name of the Director as nominee holder for the Company or any member of the Group and the Director hereby irrevocably appoints the Company to be his attorney and in his name and on his behalf to sign and execute any documents or do any things necessary or requisite to give effect thereto and a certificate in writing signed by any director or by the secretary of the Company for the time being that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry provided however that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claims which the Director may have against any such company or which any such company may have against the Director arising out of this Agreement or of the termination of the Appointment;
  - (b) forthwith deliver to the Company all Confidential Information, books, records, correspondence, accounts, documents, papers, materials, credit cards (if any) and other property of or relating to the business of the Group which may then be in his possession or under his power or control and all copies thereof or extracts therefrom made by or on behalf of the Director shall be and remain the property of the Group and shall forthwith be delivered up to the Company; and
  - (c) not at any time thereafter represent himself to be connected with the Group.



- 6.5. The Appointment of the Director under this Agreement shall terminate automatically in the event of his ceasing to be a director of the Company for whatever reason whether by reason of his not being re-elected as a director of the Company at any annual general meeting at which he is to retire by rotation or otherwise or by virtue of a resolution passed by the members of the Company in general meeting to remove him as a director or otherwise.
- 6.6. Termination for whatever reason shall not relieve the parties of their obligations arising or accrued prior to the termination of the Appointment or of obligations which expressly or by necessary implication continue after termination of the Appointment, including Clauses 6.4, 7 and 8 of this Agreement.
- 6.7. No delay or forbearance by the Company in exercising any such right of termination shall constitute a waiver of that right.

## **7. RESTRICTIVE COVENANTS**

- 7.1. During the term of this Agreement, the Director shall not, and shall procure that none of his associates shall, be directly or indirectly engaged in or concerned with or interested in any business which is in any respect in competition with or similar to the Business, without the prior written consent of the Company.
- 7.2. The Director agrees and undertakes that during the term of this Agreement and for a period of one (1) year after the expiration or the termination of the Appointment, the Director shall not, and shall procure that his associates do not, without the prior written consent of the Company (such consent shall not be unreasonably withheld):-
- (a) engage or be engaged or concerned or interested in Hong Kong, Singapore or other territories in which the Group operates, whether directly or indirectly, in any business which is in competition with or similar to the Business;
  - (b) either on his own account or for any person, firm, company or organisation solicit or entice or endeavour to solicit or entice away from any member of the Group any director, manager or employee of any member of the Group or any person who was such director, manager or employee during the preceding six (6) months from the expiration or the termination of the Appointment whether or not such person would commit any breach of his contract of employment by reason of leaving the service of the relevant member of the Group; and
  - (c) either on his own account or for any person, firm, company or organisation solicit or endeavour to solicit business from any person, firm, company or organisation which at any time during the term of this Agreement has dealt with the Company or any other member of the Group or which on the termination of the Appointment is in the process of negotiating with the Company or any such member of the Group in relation to the Business,
- 7.3. The restrictive covenants contained in Clauses 7.1 and 7.2 shall not prohibit the holding (directly or through nominees or through companies controlled by the Director) of investments listed on any stock exchange as long as not more than 5%

of the issued shares or stock of any class of any one company shall be so held or the Director's being appointed as an independent non-executive director of a company.

- 7.4. While the restrictions contained in Clauses 7.1 and 7.2 are considered by the parties to be reasonable in all the circumstances it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions, either together or individually, shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Company or for any other reason whatsoever but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

## **8. CONFIDENTIALITY**

- 8.1. The Director shall not (except in the proper course of his duties), and shall procure that none of his associates shall, either during or after the termination of the Appointment without limit in point of time except authorised or required by his duties:-

- (a) divulge or communicate to any person except to those of the officials of the Group whose province is to know the same in the proper course of their duties; or
- (b) use, take away, conceal or destroy for his own purpose or for any purpose other than that of the Group or for the advantage of any person other than the Group or to the detriment of the Group; or
- (c) through any failure to exercise all due care and diligence cause any unauthorised disclosure of,

any Confidential Information (including without limitation), relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its suppliers, agents, distributors, clients or customers; or in respect of which any company within the Group is bound by an obligation of confidence to any third party, but so that these restriction shall cease to apply to any information or knowledge which may (otherwise than through the default of the Director or his associates) become available to the public generally or otherwise required by law or any applicable rules or regulations to be disclosed.

- 8.2. Since the Director may obtain in the course of the Appointment by reason of services rendered for or offices held in any other member of the Group knowledge of the trade secrets or other Confidential Information of such company, the Director hereby agrees that he will at the request and cost of the Company or such other member of the Group enter into a direct agreement or undertaking with such company whereby he will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such products and services and such area and for such period as such company may reasonably require for the protection of its legitimate interest.

- 8.3. All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings of affairs of any clients or customers of the Group shall be and shall remain the property of the Group and shall be handed over by him to the Company (or to such other member of the Group as the case may require) from time to time on demand of the Company and in any event upon his leaving the service of the Company and the Director shall not retain any copy thereof.
- 8.4. The covenants in each paragraph of this Clause 8 are independent of each other and are not to be construed restrictively by reference to one another.

## **9. INTELLECTUAL PROPERTY**

- 9.1. The parties foresee that the Director may create intellectual property such in the course of performance of his duties hereunder and agree that in this respect the Director has a special responsibility to further the interests of the Group.
- 9.2. Any concept, idea, invention or improvement or design made or process or copyright work or trade mark or trade name or get-up ("**Intellectual Property**") relating to the Business created by the Director or communicated to the Director by any other employee of the Company or any member of the Group during the continuance of this Appointment (whether capable of being patented or registered or not and whether or not made or discovered in the course of this Appointment) in conjunction with or in any way affecting or relating to the Business or capable of being used or adapted for use therein or in connection therewith shall belong to and be the absolute property of such company in the Group as the Company may direct and shall forthwith be disclosed in writing to the Company.
- 9.3. The Director shall subject to Clause 9.1 above, if and whenever required so to do by the Company at the expense of any relevant company in the Group as part of his duties hereunder apply or join with such company in applying for, obtaining and/or renewing letters patent or other protection or registration for any such Intellectual Property in such countries as the Company may direct as aforesaid which belongs to such company and shall at the expense of such company execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same in such company absolutely and as sole beneficial owner or in such other person as the Company may specify and such company or person shall not be liable to the Director for any revenue or profit derived or resulting from such Intellectual Property.
- 9.4. The Director hereby irrevocably appoints the Company to be his attorney in his name and on his behalf to execute and do any such instrument or thing and generally to use his name for the purpose of giving to the Company the full benefit of this Clause 9 and a certificate in writing signed by any director or by the secretary for the time being of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry.

## **10. ANNUAL LEAVE**

The Director shall (in addition to public and statutory holidays and sick leave) be entitled to 20 working days paid annual leave in each year during the term of this Agreement to be taken at such time or times as the Board may approve.

The Director's common leave year runs from 1 January to 31 December, and the Director may carry forward no more than 20% unused paid annual leave of his current entitlement to be taken on or before 31 March of the following common leave year.

## **11. WAIVER**

11.1. Time is of the essence in this Agreement but no failure or delay on the part of either party to exercise any power, right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by either party of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy by that party.

11.2. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law.

## **12. ENTIRE AGREEMENT**

12.1. This Agreement constitutes the entire agreement between the parties hereto in relation to the subject matter hereof and shall be in substitution for and supersedes all and any previous service agreements, arrangements or undertakings entered into between any member of the Group and the Director. Any terms of remuneration previously in force between any such member of the Group and the Director, whether or not on a legal or formal basis, shall be deemed to have been cancelled or terminated with effect from the date herein. Any other terms of employment previously in force between any such member of the Group and the Director, whether or not on a legal or formal basis, shall be deemed to have been cancelled or terminated with effect from the Listing Date.

12.2. The Director hereby acknowledges that he has no claim of any kind against any member of the Group and without prejudice to the generality of the foregoing he further acknowledges that he has no claim for damages against any member of the Group for the termination of any previous service agreements, arrangements or undertakings for the purpose of entering into this Agreement.

## **13. NOTICES**

13.1. All notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall be in writing and sent to the relevant party at such party's address set out below (or at such other address as such party may hereafter specify to the other party) and shall be deemed to have been duly given or made:-

(a) five (5) business days (if overseas) or two (2) business days (if local) after dispatch or, if such letter is delivered by hand, on the day of delivery

The Company:

Address:	120 Lower Delta Road, #12-06 Cendex Centre, Singapore 169208
Attn:	Board of Directors

The Director:

Address:	19 Shelford Road, #01-18, Singapore 288408
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**14. ASSIGNMENT**

This Agreement shall be binding upon and enure to the benefit of each party hereto and its successors and assigns and personal representatives (as the case may be), provided always that the Director may not assign his obligations and liabilities under this Agreement without the prior consent of the Company. The Company shall be free to assign any part of its right under this Agreement without the consent of the Director to any third party including, without limitation, any of its subsidiary or associated companies.

**15. RELATIONSHIP**

None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture between the parties for any purpose.

**16. AMENDMENT**

This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the parties hereto.

**17. SEVERABILITY**

Any provision of this Agreement which is prohibited by or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties to the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

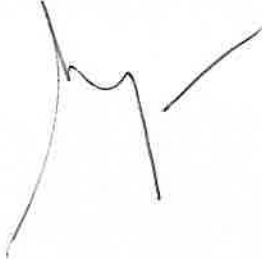
**18. LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

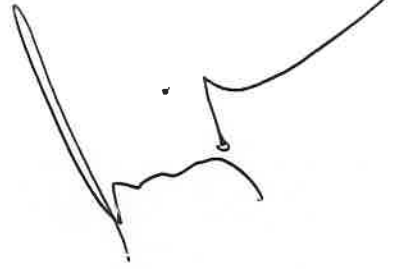
IN WITNESS whereof this Agreement has been executed the day and year first above written.

**The Company**

SIGNED by **GOH LEONG HENG ARIS**  
for and on behalf of  
**SINGAPORE FOOD HOLDINGS LIMITED**  
in the presence of:-  
Anita Chia Hee Mei

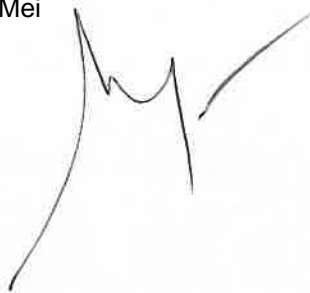


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**The Director**

SIGNED by **JOHN LIM BOON KIAT**  
in the presence of:-  
Anita Chia Hee Mei



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