

THIS DEED is made the        day of                      Two Thousand and Eighteen (2018) between the party named in Schedule I hereto (the "Nominee") of the one part and the party named in Schedule II hereto (the "Beneficiary") of the other part.

**WHEREAS:-**

- a. At the request of the Beneficiary, the Nominee agrees to
- (i) act or continue to as a director or sole director of **JIA YIN TRADING PTE. LTD.** (UEN 201301709K), a private company incorporated in the Republic of Singapore with limited liability (the "Company");
  - (ii) subscribe such number or amount of shares in the Company from time to time as so directed by the Beneficiary solely from time to time.
- b. It is a condition precedent to the Nominee's agreement to continue to act as a director of the Company and/or a shareholder that this deed be entered into between the parties hereto to record the mutual understanding and agreement reached.

**NOW THIS DEED WITNESSETH** as follows:-

1. Notwithstanding anything herein contained or contained in the Memorandum and/or Articles of Association of the Company (now known as the Constitution), and/or any other document to the contrary, the Nominee HEREBY ACKNOWLEDGES and DECLARES that
- 1.1 full consideration for the shares allotted/to be allotted to the Nominee) were paid by and/or for the account of the Beneficiary;
  - 1.2 the Nominee holds the shares and all dividends and interest accrued or to accrue upon the same UPON TRUST for the Beneficiary and the Nominee agrees to transfer, pay and deal with the shares or any part thereof and the dividends and interest payable in respect of the same and to exercise all interests and other rights which may accrue to the Nominee by virtue thereof;
  - 1.3 the Nominee undertakes, when called upon to do so by the Beneficiary, to transfer the shares to the Beneficiary or as the Beneficiary may direct.
  - 1.4 the Nominee will appoint or cause to be appointed only person(s) nominated by the Beneficiary in writing from time to time, to the Board of Directors of the Company.
2. In consideration of the Nominee agreeing at the Beneficiary's request to act or continue to act as a or sole director as well as a shareholder or the sole shareholder of the Company, the Beneficiary hereby agrees at all times hereafter, fully and effectually to indemnify the Nominee from and against all actions, proceedings, claims or demands which may be made against her directly or indirectly by reason of her acting in the ordinary course of business as a director of the Company or by reason of any act, deed; matter or thing done as the Nominee

in the capacity of a director and to pay all costs and expenses which she may incur in connection with any such actions, proceedings, claims or demands.

3. A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act, Cap.53B, Singapore Statutes, to enforce any term of this Deed. For the purpose of this clause, the definition of "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state or agency of a state (in each case, whether or not having separate legal personality).

4. In the event that any term condition or provision of this Deed is held to be a violation of any applicable law or regulation the same shall be deemed to be deleted from this Deed and shall be of no force and effect and this Deed shall remain in full force and effect as if such term condition or provision had not originally been contained in this Deed. Notwithstanding the foregoing in the event of any such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

5. The parties hereby agree and undertake to do and execute all such acts and deeds to give effect to this Deed and/or the matters contemplated herein.

IN WITNESS WHEREOF the parties have caused this deed to be executed on the day and year first above written.

**SCHEDULE I**

Name: ZHANG XUEYING (CHONG SIK YUEN)  
NRIC No.: S1400845D  
Address: 329 Jurong East Avenue 1, #11-1680, Singapore 600329

**SCHEDULE II**

Name:  
ID No.:  
Address:

SIGNED SEALED and DELIVERED by )  
the Nominee in the presence of:- )

  
ONG BENG CHOO





SIGNED SEALED and DELIVERED by )  
the Beneficiary in the presence of:- )



