Deed of Ratification and Accession

**THIS DEED** is made on [ ]

**BY** [ ]

**INTRODUCTION**

(A) By a subscription for shares dated [ ] [ ] (the "**Subscriber**") subscribed for Shares in the capital of LEONIE HILL AI PTE. LTD. (the "**Company**") (together the ["**Subscribed Shares**"]).

(B) This deed is entered into in compliance with the terms of Clause 6 of an agreement dated 12 July 2022 made between (1) the Investors, (2) the Current Shareholders and (3) the Company (all such terms as are therein defined) (which agreement is herein referred to as the "**Shareholders' Agreement**").

**AGREED TERMS**

* 1. Words and expressions used in this deed shall have the same meaning as is given to them in the Shareholders' Agreement unless the context otherwise expressly requires.
  2. The Subscriber hereby agrees to assume the benefit of the rights under the Shareholders' Agreement in respect of the Subscribed Shares and hereby agrees to assume and assumes the burden of the obligations under the Shareholders' Agreement to be performed after the date hereof in respect of the Subscribed Shares.
  3. The Subscriber hereby agrees to be bound by the Shareholders' Agreement in all respects as if the Subscriber were a party to the Shareholders' Agreement as one of the Shareholders and to perform:
     + 1. all the obligations expressed to be imposed on such a party to the Shareholders' Agreement;

to be performed or on or after [ ].

* 1. This deed is made for the benefit of:
     + 1. the parties to the Shareholders' Agreement; and
       2. any other person or persons who may after the date of the Shareholders' Agreement (and whether or not prior to or after the date hereof) assume any rights or obligations under the Shareholders' Agreement and be permitted to do so by the terms thereof,

and this deed shall be irrevocable without the consent of the Company acting on their behalf in each case only for so long as they hold any Shares in the capital of the Company.

* 1. None of the Shareholders:
     + 1. makes any representation or warranty or assumes any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of any of the Shareholders' Agreement (or any agreement entered into pursuant thereto);
       2. makes any representation or warranty or assumes any responsibility with respect to the content of any information regarding the Company or any member of the group or otherwise relates to the subscription of shares in the Company; or
       3. assumes any responsibility for the financial condition of the Company or any Subsidiary or any other party to the Shareholders' Agreement or any other document or for the performance and observance by the Company or any other party to the Shareholders' Agreement or any other document (save as expressly provided therein),

and any and all conditions and warranties, whether express or implied by law or otherwise, are excluded.

* 1. This deed shall be governed by and construed in accordance with the laws of the Republic of Singapore.

This deed of ratification and accession has been executed and delivered as a deed on the date shown on the first page.

**Executed and delivered as a deed** by **[*insert representative of Subscriber*]**

on behalf of **[*insert name of Subscriber*]**

………………………..

[Capacity]

Name:

in the presence of:

...............................

Witness

Name:

Address: