Name: [name of employee]  
NRIC/fin/Passport Number:

Nationality:  
Address as in Nric/fin/passport:

Role in company: [Advisor]

Dear [name of employee]

**Share Grant Agreement**

1. [name of company] (Registration No.: ) (**Company**) is pleased to

provide this Share Grant Agreement (**Agreement**).

1. In consideration of your services under this Agreement, the Company shall allot and issue to you up to [xx] ordinary shares (**Share Grant**). These shares are to be issued out of the [total esop shares] Shares reserved for the ESOP as per the capitalisation table of the Investment Agreement dated [date of investment agreement], Schedule 1.
2. The Shares will be allotted and issued at a nominal value of S$[xx] per Share, which shall be granted to you based on the vesting and issuance terms reasonably agreed between the Company, yourself and any investors (**Parties**) which shall be documented in Schedule 1 attached, and which are incorporated by reference and form part of this Agreement.
3. Ordinary Shares granted under this agreement are subject to the same rights and conditions as other Ordinary Shares which may be issued from time to time by the Company, and are governed by the prevailing rights agreements including the Shareholders Agreement dated [xx].
4. The Company may, in its discretion, grant you additional Shares.
5. Additionally, a S$[xx] compensation will be paid to you for each month you are employed as [role in company] once a new significant funding will have been raised.
6. This Agreement is to be read in conjunction with Schedule 1 – Vesting and issuance Terms.
7. This Agreement constitutes the full, complete and exclusive agreement between the parties with respect to its subject matter. It supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties with respect to its subject matter. This Agreement is governed by Singapore law. The parties submit to the exclusive jurisdiction of the Singapore courts.

9. Please confirm your acceptance of this offer by signing and returning a copy of

this Agreement on or before the date falling seven days after the date of this Agreement. If you do not do so, this offer automatically terminates and lapses

and becomes incapable of being accepted.

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: (Director)  
For and on behalf of  
**[name of company]**

**Agreed and accepted**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [name of employee]

NRIC/Passport/fin No.:

**Schedule 1**

**Vesting and Issuance Terms**

1.1  One-hundred percent (100%) of the [no.of ord shares the employee is vesting] Ordinary Shares shall initially be subject to the vesting and issuance terms presented in this Schedule (defined below).

1.2  The date [vesting start date] shall be the Vesting Commencement Date (Vesting Commencement Date). [name of employee] will subject to a 6 month cliff whereby [no. of shares shall vest on [this date], in any event, subject to the [name of employee]’s continued service to the Company through each such date.

1.3  Thereafter, the employee will vest the rest of the shares on a quarterly basis with the date [for quarterly allotment] shall be the first date of the Quarterly Allotment (Quarterly Allotment). One-hundred percent (100%) of the Shares vested and reserved from the Share Grant at the latest monthly anniversary before the Quarterly Allotment shall be issued and allotted to the Founder in the form of a Share Certificate which shall be signed by one or more Director of the Company, on each quarterly anniversary of [date for quarterly allotment], in any event, subject to the [name of employee]’s continued service to the Company through each such date.

1.4  Terminations

1.4.1  In the event the Advisor resigns from the Board of Directors of the Company or any of its current or future subsidiaries, affiliates, successors or assigns as an officer, director, employee or consultant (Services) for any reason (including death or disability), with or without cause, the Company shall, upon the date of such termination (as reasonably fixed by the Board of Directors of the Company), immediately cease the Agreement. The Company shall issue and allot all vested and reserved shares at the last monthly anniversary before termination of Advisor’s employment within 30 days of termination and all unvested shares shall be forfeit.

1.4.2  In the event of termination with cause by the Company of the Advisor's membership on the Board of Directors of the Company or any of its current or future subsidiaries, affiliates, successors or assigns as an officer, director, employee or consultant (Services) for any reason (including death or disability), the Company shall, upon the date of such termination (as reasonably fixed by the Board of Directors of the Company), immediately cease the Agreement. The Company shall issue and allot all vested and reserved shares at the last monthly anniversary before termination of the Advisor within 30 days of termination and all unvested shares shall be forfeit.

1.4.3  In the event of the termination without cause by the Company of the Advisor’s membership on the Board of Directors of the Company or any of its current or future subsidiaries, affiliates, successors or assigns as an officer, director, employee or consultant (Services) for any reason (including death or disability), the Company shall, upon the date of such termination (as reasonably fixed by the Board of Directors of the Company), immediately cease the Agreement. All unvested Shares shall vest and the Company shall issue and allot all vested and reserved shares within 30 days of termination.

1.4.4 Termination with cause shall mean immediate termination by the Company if any of the following situations occur, but shall not be strictly limited to the situations below:

(i) the Advisor is charged with a criminal offence which, in the reasonable opinion of the Company, brings it into disrepute;

(ii) the Advisor is reasonably deemed by the Company to be incompetent, or continually neglectful in the performance of the Advisor’s duties;

(iii) the Advisor becomes bankrupt, makes any composition or arrangement with the Advisor’s creditors generally or takes advantage of any statute for the relief of insolvent debtors;

(iv) the Advisor has committed an act of willful or serious misconduct;

(v) the Advisor commits a serious breach of any of the provisions of this Agreement;

(vi) the Advisor commits any act that amounts to a repudiation of this Agreement;

(vii) being under the influence of illegal drugs or substances during work hours or whilst on the Company’s premises;

(viii) violent or dishonest criminal behaviour;

(ix) sexual harassment and other patently offensive behaviour;

(x) deliberate refusal to carry out lawful and reasonable instructions; (xi) deliberate refusal to carry out the Advisor’s duties; and

(xii) absence of communication for a period of 60 consecutive days, without reasonable excuse and/or without informing or attempting to inform the Company of the reason for such lack of communication.

1.5  In the event that 50% of the fully diluted Shares of any class in the Company are transferred in one transaction or multiple transactions within three months, this shall be classified as an Acquisition Event (Acquisition). In an Acquisition, all unvested Shares shall vest, be issued and allotted immediately prior to the Acquisition subject to the Advisor’s continued service to the Company up to the date of the Acquisition.

1.6  In the event that the Company shall sell more than 50% of fully diluted Shares of any class which shall occur in one transaction or multiple transactions within one month, this shall be classified as an Acquisition Event (Acquisition). In an Acquisition, all unvested Shares shall vest, be issued and allotted immediately prior to the Acquisition subject to the Advisor’s continued service to the Company up to the date of the Acquisition.

1.7 In the event of an issue of new shares, a transfer of shares or any other event in which the rights of shareholders are calculated pro rata, including pre-emptive rights and rights of first refusal, or based on Ordinary Shares ownership, the Advisor can request the allotment of the vested Shares. The allotment should be deemed to have been effected immediately prior to the date at which the rights should be calculated.