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

**Form 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of April 2024**

**Commission File Number: 001-40678**

**EUDA Health Holdings Limited**

(Exact Name of Registrant as Specified in its Charter)

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

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

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*Convertible Loan Agreement dated April 16, 2024*

On April 16, 2024, EUDA Health Holdings Limited (“EUDA” and the “Company”) and Affluence Resource Pte. Ltd., a Singapore company (“Affluence”) entered into a convertible loan agreement (the “Convertible Loan Agreement”) pursuant to which Affluence has agreed to lend to the Company a convertible loan in the principal amount of \$1,000,000 to be paid in two (2) tranches of \$500,000 each by April 18, 2024 and May 15, 2024 (the “Convertible Loan”). The Convertible Loan shall bear interest of 12% per annum from the date it is remitted to April 30, 2025 (the “Maturity Date”) or the date when the Affluence sends the Company a written notice to convert any unpaid principal amount of the Convertible Loan with accrued interests (the “Outstanding Sum”) into ordinary shares of the Company (the “Conversion Notice”), whichever is earlier. Anytime on or before May 31, 2024, Affluence may send the Company a Conversion Notice to convert the then Outstanding Sum into ordinary shares of the Company at \$1.00 per share. Anytime after May 31, 2024, Affluence may send the Company a Conversion Notice to convert the then Outstanding Sum into ordinary shares of the Company at \$1.42 per share. The Company has no right of early repayment of any part of the Convertible Loan without Affluence’s written consent. Any Outstanding Sum on the Maturity Date will be automatically converted into ordinary shares of the Company at \$1.42 per share.

A copy of the Convertible Loan Agreement is attached hereto as Exhibit 10.1 and incorporated by reference. The foregoing summary of the terms of the Convertible Loan Agreement is subject to, and qualified in its entirety, by such document.

*Second Supplemental Agreement with Alfred Lim, Executive Director of the Company*

Pursuant to the loan agreement dated February 2, 2023 between the Company and Alfred Lim, the Company’s Executive Director (the “Loan Agreement”), Mr. Lim gave the Company a loan in the amount of \$128,750 (the “Loan”) at an interest rate of 8% per annum, with a maturity date of March 31, 2023. Parties entered into a Supplemental Agreement dated March 31, 2023 (the “First Supplemental Agreement”) to extend the maturity date of the Loan to December 31, 2023. On April 16, 2024, the Company and Mr. Lim entered into another Supplemental Agreement (the “Second Supplemental Agreement”) to further extend the maturity date of the Loan to June 30, 2024.

A copy of the Loan Agreement, the First Supplemental Agreement and the Second Supplemental Agreement are attached hereto as Exhibits 10.2, 10.3 and 10.4, respectively, and incorporated by reference. The foregoing summary of the terms of each of the Loan Agreement, the First Supplemental Agreement and Second Supplemental Agreement is subject to, and qualified in its entirety, by each such document.

Exhibits

- 10.1 [Convertible Loan Agreement between the Company and Affluence Resource Pte. Ltd. dated April 16, 2024](#)
  - 10.2 [Loan Agreement between the Company and Alfred Lim dated February 2, 2023](#)
  - 10.3 [Supplemental Agreement between the Company and Alfred Lim dated March 31, 2023](#)
  - 10.4 [Supplemental Agreement between the Company and Alfred Lim dated April 16, 2024](#)
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**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: April 22, 2024

**EUDA Health Holdings Limited**

By: /s/ Wei Wen Kelvin Chen

Name: Wei Wen Kelvin Chen

Title: Chief Executive Officer

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THIS CONVERTIBLE LOAN AGREEMENT is made the 16 day of April 2024.

Between:-

- (1) **Affluence Resource Pte Ltd (UEN No. 198602532E)**, a company incorporated in the Singapore and having its registered office at 114 Lavender Street, #15-03 CT Hub 2, Singapore 338729 ("the Lender"); and
- (2) **Euda Health Holdings Limited (BVI Company Number 2053029)**, a company incorporated in the British Virgin Islands and having its office at 1 Pemimpin Drive, #12-06 One Pemimpin, Singapore 576151 ("the Borrower").

**WHEREAS:-**

- (A) The Borrower has requested the Lender to invest in the Borrower by subscribing for shares in the Borrower.
- (B) The Lender is contemplating the Borrower's request to invest in the Borrower.
- (C) At the request of the Borrower, the Lender has agreed in the interim to make available to the Borrower a convertible loan of United States Dollars One Million Dollars (US\$1,000,000.00) on the terms and conditions hereinafter provided.

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

**1. DEFINITIONS**

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

"this Agreement" means this agreement as the same may be amended, supplemented or otherwise modified from time to time.

"Business Day" means a day on which commercial banks in Singapore are open for the transaction of the business required to be transacted in Singapore on that day for the purpose of this Agreement.

"Conversion Price 1" means US\$1.00 for each Share.

"Conversion Price 2" means US\$1.42 for each Share.

"Convertible Loan" means the loan to be made by the Lender to the Borrower pursuant to Clause 2 of this Agreement.

"Conversion Notice" means the notice referred to in Clause 5.1 herein.

"Conversion Period" means the period from 18<sup>th</sup> April 2024 until the Maturity Date.

"Dollar" and the sign "US\$" respectively mean the lawful currency of the United States of America.

"Event of Default" and "Events of Default" mean any, each or all (as the context may require) of the Events of Default mentioned in Clause 7 thereof.

"Maturity Date" means the 30<sup>th</sup> April 2025.

"Month" means a calendar month.

"Outstanding Sum" means the amount of the Convertible Loan which the Borrower has not paid and accrued interest.

"Shares" means the ordinary shares of no par value each in the share capital of the Borrower and ranking pari passu with all the issued shares of the Borrower.

- 1.2 Except to the extent that the context otherwise requires, any reference in this Agreement to:-
- (a) "borrowed money" includes any indebtedness for or in respect of money borrowed or raised (whether or not for a cash consideration), by whatever means (including acceptances, deposits and leasing), or for the deferred purchase price of assets or services;
  - (b) "indebtedness" includes any obligation (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise) for the payment or repayment of money; and
  - (c) a "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).
- 1.3 The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 1.4 Unless the context otherwise requires, words importing the singular number include the plural number and vice versa.
- 1.5 References herein to clauses are references to clauses of this Agreement.
- 1.6 Reference to any statute shall be deemed to be references to that statute as from time to time amended or re-enacted with or without modification.
- 1.7 The headings to the clauses hereof shall not be deemed to be part thereof or be taken in consideration in the interpretation or construction thereof or of this Agreement.
- 2. CONVERTIBLE LOAN**
- 2.1 Subject to the provisions of this Agreement, the Lender agrees to lend to the Borrower a loan in the principal sum of One Million Dollars (US\$1,000,000.00) to be paid in two (2) tranches of US\$500,000 each by 18<sup>th</sup> April 2024 and 15<sup>th</sup> May 2024.
- 2.2 Each tranche of the Convertible Loan shall bear interest of 12% per annum from the date it is remitted to the Borrower until the Maturity Date or the date of the Conversion Notice, whichever date being the earlier.

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**3. PURPOSE OF LOAN**

- 3.1 The Convertible Loan shall be utilized by the Borrower for its working capital.

**4. EARLY PAYMENT OF CONVERTIBLE LOAN FACILITY**

- 4.1 Subject to the terms and conditions of this Agreement, the Borrower shall not be entitled to repay to the Lender any part of the Loan unless the Lender consents in writing.

**5. CONVERSION**

- 5.1 The Lender shall have the right at any time during the Conversion Period by notice in writing to the Borrower to convert the whole of the Outstanding Sum for Shares (which shall rank pari passu in all respects with the existing issued ordinary shares of the Borrower as at the date of the Conversion Notice) at the conversion price stated in Clause 5.3 herein by sending the Conversion Notice to the registered address of the Borrower.
- 5.2 The Outstanding Sum shall convert to Shares at Conversion Price 1, if and only if, the Conversion Notice is sent by the Lender on or before 31<sup>st</sup> May 2024. In that event, the Lender shall irrevocably waive all its rights and entitlement to the interest referred to in Clause 2.2 herein. ✓
- 5.3 If the Conversion Notice is sent by the Lender after 31<sup>st</sup> May 2024, the Outstanding Sum shall automatically convert to Shares at Conversion Price 2. If no Conversion Notice has been sent by the Maturity Date, the Outstanding Sum shall automatically convert to Shares at Conversion Price 2. ✓
- 5.4 As soon as is practicable after a receipt of a Conversion Notice, the Borrower shall in accordance with Clause 5.5 below, issue to the Lender the number of Shares as the Lender shall be entitled thereto.
- 5.5 Completion of the conversion of the Outstanding Sum shall take place as soon as is practicable after each Conversion Notice is sent by the Lender to the registered address of the Borrower (or such other place as the parties may agree in writing) when the Borrower shall issue or cause to be issued to the Lender such number of Shares as the Lender shall be entitled thereto.
- 5.6 The Borrower undertakes with the Lender that the Shares shall rank pari passu in all respects with the existing issued share capital of the Borrower.
- 5.7 On conversion, the Outstanding Sum shall cease to be payable by the Borrower.

**6. SET-OFF AND WITHHOLDINGS**

All payments (whether of principal fees or otherwise) to be made by the Borrower under this Agreement shall be made without set-off or counter-claim of any kind whatsoever.

**7. EVENTS OF DEFAULT**

- 7.1 If any one or more of the following Events of Default shall occur prior to the Maturity Date, that is to say:-

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- (a) if the Borrower defaults in the due performance of any undertaking, condition or obligation on its or his part to be performed and observed hereunder (other than the payment of any sum due as aforesaid) and such default (if capable of being rectified) shall not be rectified for a period of fourteen (14) days after the Lender shall have given to it or him written notice of such default;
- (b) if a petition is presented in any court of competent jurisdiction or any resolution is passed for the winding-up of, or for the appointment of a judicial manager in relation to the Borrower or any similar or analogous proceedings are taken anywhere;
- (c) if any encumbrancer shall take possession or a receiver and/or manager or other similar officer is appointed of the whole of the undertaking, property or assets or any part thereof of the Borrower;
- (d) if the Borrower becomes insolvent or is unable or deemed unable to pay its or his or admit in writing its or his inability to pay its/his debts, as they mature, or enters into composition or arrangement with its/his creditors or makes a general assignment for the benefit of its/his creditors;
- (e) if, without the prior written consent of the Lender, the Borrower ceases or threatens to cease to carry on its business;

then the Lender may by notice in writing to the Borrower declare that an Event of Default has occurred and such declaration shall be deemed to take effect from the date of such an Event of Default, or, if more than one Event of Default shall have occurred, the date of occurrence of the first Event of Default.

7.2 Upon the declaration by the Lender that an Event of Default has occurred:-

- (a) the Outstanding Sum shall immediately become due and payable without any demand or notice of any kind to the Borrower; and
- (b) it shall be lawful for the Lender to exercise all or any rights, powers or remedies under this Agreement.

#### 8. NOTICES

8.1 Except as otherwise expressly provided herein, any notice, request, demand or other communication to be given or served hereunder by one of the parties hereto to or on the other may be delivered at or sent by prepaid registered post or by telex, facsimile transmission, telegram or cable to the address or addresses herein specified of the other party and shall be deemed to be duly served;

- (a) if it is delivered, at the time of delivery;
- (b) if it is sent by prepaid registered post, two (2) days after posting thereof notwithstanding it is returned through the post undelivered;
- (c) if it is sent by telegram or cable, twenty-four (24) hours immediately after the same shall have been dispatched; or

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- (d) if it is sent by telex or facsimile transmission, immediately after transmission thereof, if the date of transmission is a Business Day, and if such a date is not a Business Day, then the notice by telex or facsimile shall be deemed to be served on the immediately next Business Day.

Except as otherwise expressly provided herein, all notices, requests, demands or other communications which are required by this Agreement to be in writing may be made by telex, facsimile, telegram or cable.

- 8.2 For the purpose of this Clause 8 each of the parties hereto shall from time to time notify the other party in writing of an address in Singapore where such notice, request, demand or other communication as aforesaid can be given or served and such notification shall be effective only when it is actually received. In the absence of such notification, the notice, request, demand or other communication aforesaid may be given or served at the addresses of the respective parties as set out herein.

**9. WAIVER NOT TO PREJUDICE RIGHT OF LENDER**

The Lender may from time to time and at any time waive either unconditionally or on such terms and conditions as it may deem fit any breach by the Borrower of any of the undertakings stipulations terms and conditions herein contained and any modification thereof but without prejudice to its powers rights and remedies for enforcement thereof, provided always that:-

- (a) no neglect or forbearance of the Lender to require and enforce payment of any moneys hereunder or the performance and observance of any undertaking stipulation term and condition herein contained or therein contained, nor any time which may be given to the Borrower or any other party shall in any way prejudice or affect any of the rights powers or remedies of the Lender at any time afterwards to act strictly in accordance with the provisions hereof or thereof; and
- (b) no such waiver of any such breach as aforesaid shall prejudice the rights of the Lender in respect of any other or subsequent breach of any of the undertakings stipulations terms or conditions aforesaid.

**10. SEVERABILITY**

In case any provision in this Agreement shall be, or at any time shall become invalid, illegal and unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

**11. GOVERNING LAW**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore.

**12. SUCCESSORS AND ASSIGNS**

The Lender shall not assign or enter into any agreement with any person in connection with all or any part of its rights under this Agreement and/or transfer all or any part of its obligations hereunder or thereunder.




IN WITNESS WHEREOF the parties hereto have hereunto set their hands.



Signed by **Ng Chor Beng**  
for and on behalf of




**Affluence Resource Pte Ltd**  
in the presence of: *Lee Mae Lin* 



Signed by **Kelvin Chen Wei Wen**  
for and on behalf of

**Euda Health Holdings Limited**  
in the presence of:

*Tay Wye Pin* 

DATED THIS 2<sup>nd</sup> DAY OF FEBRUARY, 2023

Between

**LIM ALFRED**

(the "Lender")

And

**EUDA HEALTH HOLDINGS LIMITED**

(the "Borrower")

**LOAN AGREEMENT**



This **LOAN AGREEMENT** is made the 2<sup>nd</sup> day of February 2023 **BETWEEN**:-

- (1) **LIM ALFRED** (NRIC No. S0028833J) of 10 Marlene Avenue, Singapore 556622 (the "Lender"); and
- (2) **EUDA HEALTH HOLDINGS LIMITED** (Company Number 2053029), 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 (the "Borrower").

**WHEREAS**:-

(A) The Borrower (NASDAQ: EUDA), a company whose shares are listed and trading on NASDAQ, has requested a loan of up to US\$128,750.00 (the "Loan").

(B) The Lender has agreed to lend the Loan upon the terms and conditions set out below.

**THE PARTIES AGREE AS FOLLOWS**:-

**1. Amount**

The Lender shall grant a loan of up to US\$128,750.00 to the Borrower (the "Loan") upon the terms and conditions of this Agreement.

**2. Availability**

Subject to clause 4 below, the Loan shall be available to the Borrower to solely pay the amount owed by the Borrower to the party specified in Schedule A annexed hereto. The Borrower hereby instruct, authorise and direct the Lender to pay, for and on behalf of the Borrower, the amount specified in Schedule A to the party specified in Schedule A.

**3. Interest**

The Borrower shall pay to the Lender interest of 8% per annum (the "Interest") on the outstanding Loan.

**4. Repayment**

The Loan and Interest shall be fully repaid by 31 March 2023.

**5. Payments**

- (A) All payment to be made by the Borrower shall be denominated in United States Dollars and shall be made in same day funds before 11 a.m. (local time in Singapore) on the due date of payment to the Lender's account with such bank or such other account as the Lender has notified the Borrower from time to time.
- (B) If any date on which any payment is due and payable under this Agreement is a non-Business Day, such date shall be adjusted so as to fall on the Business Day immediately preceding such date.

**6. Taxes**

All payments to be made by the Borrower shall be made without set-off or counterclaim and free and clear of and without deduction, withholding, restrictions or conditions of any nature. If at any time any applicable law requires the Borrower to make such deduction or withholding then the sum due from the Borrower shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lender receives a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

**7. Warranties**

The Borrower represents and warrants to and for the benefit of the Lender that:-

- (i) it has the power to enter into and perform this Agreement and all required action has been taken to enable it to do so;
- (ii) no security exists on or over its assets which may adversely and materially affect its ability to comply with its obligations hereunder;
- (iii) no litigation, arbitration or other legal action is current or pending against it which may have a material adverse effect on it;
- (iv) it has fully disclosed in writing to the Lender all facts relating to it which are material for disclosure to the Lender in the context of this Agreement;
- (v) its audited accounts and consolidated accounts as at 30 June 2022 are in accordance with generally accepted accounting principles and give a true and fair view of its financial condition and operations;
- (vi) there has been no material adverse change in its financial condition or operations since the date of its said audited accounts and consolidated accounts; and
- (vii) each of the above representations and warranties will be correct and complied with in all respects so long as any sum remains payable under this Agreement as if repeated then by reference to the then existing circumstances except that the reference to accounts in paragraph (vi) shall be construed as a reference to the then latest available audited accounts and consolidated accounts.

**8. Undertakings**

The Borrower undertakes that, so long as any sum remains payable hereunder:-

- (i) it will not create or have outstanding any security whatsoever on or over its assets which may adversely and materially affect its ability to comply with its obligations hereunder without the written consent of the Lender;
- (ii) it will not otherwise than in the ordinary course of its business (whether by a single transaction or a number of transactions or at the same time or over a period of time), sell, transfer or otherwise dispose of the whole or substantial part of its assets or materially change the scope or nature of its business;
- (iii) it will notify the Lender of the occurrence of any Event of Default (as specified in Clause 9) immediately after becoming aware of it; and
- (iv) it will deliver to the Lender a copy of its audited accounts and consolidated accounts for each financial year, as soon as available.

**9. Default**

If:-

- (i) the Borrower defaults in the payment of the Loan or Interest due to the Lender under this Agreement on its due date; or
- (ii) the Borrower defaults in the performance of any other term or condition contained herein, and if in the opinion of the Lender that default is capable of remedy, it is not in the opinion of the Lender remedied within 10 days after notice of that default has been given to the Borrower or such party (as the case may be) by the Lender; or
- (iii) any representation, undertaking, warranty or statement of the Borrower hereunder is not complied with or is or proves to be incorrect; or
- (iv) any step is taken by any person for the Borrower's dissolution or an order is made or a resolution passed for the Borrower's dissolution; or

- (v) the Borrower and/or the Company becomes insolvent, is unable to pay its or his debts as they fall due, suspends payments of its or his debts or enters into an arrangement or composition with its or his creditors; or
- (vi) a distress, attachment, execution, suit, or other legal process is levied, enforced, or sued out against the Borrower or its assets and in the Lender's opinion, such event has or could have a material adverse effect on the Borrower; or
- (vii) a receiver, judicial manager or other similar officer is appointed of the Borrower or the Company of any part of their respective undertaking or assets; or
- (viii) it is or will become unlawful for the Borrower to perform or comply with any one or more of its obligations hereunder or for the Lender to grant the Loan or to allow the same to remain outstanding; or
- (ix) any event occurs or circumstances arise which in the opinion of the Lender, gives reasonable grounds for believing that the Borrower may not or may be unable to perform or comply with any of its obligations under this Agreement or that a material adverse change has occurred in the financial condition or operations of the Borrower,

then the Lender may by written notice to the Borrower:-

- (a) cancel the Loan facility hereunder; and/or
- (b) notwithstanding anything to the contrary hereunder, declare that the Loan be immediately due and payable, whereupon it shall become so due and payable.

**10. Calculations and Evidence**

A certificate by the Lender as to any sum paid by, or payable to, the Lender hereunder and any other certificate, determination, notification or opinion by or of the Lender shall be conclusive and binding on the Borrower, save for manifest error.

**11. Costs and Expenses**

- (A) The Borrower shall on demand pay to the Lender and/or reimburse the Lender for all costs and expenses (including bank charges and legal fees) incurred by the Lender in connection with the preparation and execution of this Agreement and in the preservation, protection and enforcement of the Lender's rights hereunder and thereunder.
- (B) The Borrower shall also on demand pay to the Lender all stamp duties, goods and services tax and other duties and taxes to which this Agreement may at any time be subject or which may arise as a result of this Agreement or the Loan and shall indemnify the Lender against any liabilities, costs, claims and expenses resulting from any omission to pay or any delay in paying any such duty or tax.

**12. Indemnity**

The Borrower shall indemnify and hold harmless the Lender from and against all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses of whatever nature which the Lender may at any time or from time to time sustain, incur or suffer by reason of or in connection with the occurrence or continuance of any Event of Default and/or any breach by the Borrower of any provision of this Agreement and/or the receipt of any payment under this Agreement by the Lender in a currency other than the currency in which the payment is expressed to be payable.

**13. Interpretation**

In this Agreement:-

- (i) "Business Day" means a day (except Saturday and Sunday) on which banks and financial markets are open in Singapore ;
- (ii) "Event of Default" means any one of the events referred to in Clause 9;
- (iii) "Dollars" and "US\$" means the lawful currency of United States of America;
- (iv) references to any document or agreement (including this Agreement) shall include such document or agreement as amended, novated, supplemented or replaced from time to time;
- (v) the headings are inserted for convenience only and shall be ignored in construing this Agreement; and
- (vi) unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa, and references to any gender shall include the other genders.

**14. Partial Invalidity**

The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

**15. Governing Law**

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 15.2 The Borrower hereby submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.
- 15.3 Notwithstanding Clause 15.2, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, at the option of the Lender, be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force which rules are deemed to be incorporated by reference to this clause. The Tribunal shall consist of one arbitrator agreed by both parties and failing such agreement, to be appointed by the Chairman of SIAC. The language of the Arbitration shall be English.

**16. No Rights Under Contracts (Rights Of Third Parties) Act 2001**

A person who is not Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement the day and year first abovewritten.

**THE LENDER**

**LIM ALFRED**

By: .....  
Name: Lim Alfred

In the presence of:

.....  
Name:

**THE BORROWER**

**EUDA HEALTH HOLDINGS LIMITED**

By:  .....  
Name: Cheong Wei Wen Kelvin  
Title: Director

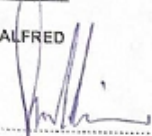
In the presence of:

.....  
Name:

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement the day and year first abovescribed.

**THE LENDER**

LIM ALFRED


By:   
Name: Lim Alfred

In the presence of:

.....  
Name:

**THE BORROWER**

EUDA HEALTH HOLDINGS LIMITED

By:   
Name: Chek Wei Wen Kelvin  
Title: Director

In the presence of:

.....  
Name:



**SCHEDULE A**

Marcum Asia CPAs LLP

**USD**

128,750.00

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128,750.00

**THIS SUPPLEMENTAL AGREEMENT** is made on 31<sup>st</sup> day of March 2023

**BETWEEN:**

1. **LIM ALFRED** (NRIC No. S0028833J) of 10 Marlene Avenue, Singapore 556622 (the "Lender"); and
2. **EUDA HEALTH HOLDINGS LIMITED** (Company Number 2053029), 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 (the "Borrower").

(together, the "Parties" and each, a "Party").

**WHEREAS:**

- (A) By a Loan Agreement dated 2<sup>nd</sup> February 2023 (the "Agreement"), The Lender lent to the Borrower the sum of US\$128,750.00 (the "Loan") at an interest rate of 8% per annum (the "Interest").
- (B) The Parties hereto have agreed to make amendments to the Agreement on the terms and subject to the conditions of this Supplemental Agreement ("Supplemental Agreement") which is supplemental to the Agreement.

**NOW THIS SUPPLEMENTAL AGREEMENT WITNESSES** as follows:

**1. DEFINITIONS**

- 1.1 Words and expressions which have a defined meaning in the Agreement shall have the same meaning when used in this Supplemental Agreement.
- 1.2 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate.

**2. AMENDMENTS TO THE AGREEMENT**

It is hereby agreed between the Lender and the Borrower that the Agreement be amended with effect from the date hereof as follows:

- (a) by deleting clause 4 of the Agreement in its entirety and substituting with the following:

"The Loan and Interest shall be fully repaid by 31 December 2023."

**3. CONFIRMATION AND INCORPORATION**

- 3.1 Except to the extent expressly amended by the provisions of this Supplemental Agreement, the terms and conditions of the Agreement are hereby confirmed and shall remain in full force and effect.
-

3.2 The Agreement and this Supplemental Agreement shall be read and construed as one document and this Supplemental Agreement shall be considered to be part of the Agreement and, without prejudice to the generality of the foregoing, where the context so allows, all references in the Agreement to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar, shall be read and construed as references to the Agreement as amended, modified or supplemented by this Supplemental Agreement.

**4. COUNTERPARTS**

This Supplemental Agreement may be signed in any number of counterparts, all of which taken together and when delivered to each party hereto shall constitute one and the same Agreement. Any Party may enter into this Supplemental Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and transmitted by facsimile transmission and shall be as valid and effectual as if executed as an original. This Supplemental Agreement shall come into force on the date stated at the beginning and shall continue in force from such date notwithstanding the execution of this Supplemental Agreement by the Parties on different date(s).

**5. GOVERNING LAW AND JURISDICTION**

This Supplemental Agreement shall be governed by, and construed in accordance with, the laws of Singapore. Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Singapore for all purposes in relation to this Supplemental Agreement and waives any objection on the ground of venue or forum non conveniens or on similar grounds.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplemental Agreement to be executed by their duly authorised representatives this day and year abovewritten.

Signed by **Lim Alfred**  
in the presence of:



)  
)



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



)  
)  
)  
)



THIS SUPPLEMENTAL AGREEMENT is made on 16 day of April 2024

**BETWEEN:**

1. **LIM ALFRED** (NRIC No. S0028833J) of 10 Marlene Avenue, Singapore 556622 (the "Lender"); and
2. **EUDA HEALTH HOLDINGS LIMITED** (Company Number 2053029), 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 (the "Borrower").

(together, the "Parties" and each, a "Party").

**WHEREAS:**

- (A) By a Loan Agreement dated 2<sup>nd</sup> February 2023 (the "Agreement"), the Lender lent to the Borrower the sum of US\$128,750.00 (the "Loan") at an interest rate of 8% per annum (the "Interest") which sum was to be repaid by 31<sup>st</sup> March 2023.
- (B) The Parties entered into a Supplemental Agreement dated 31<sup>st</sup> March 2023 (the "Supplemental Agreement 1") to extend the maturity date to 31<sup>st</sup> December 2023.
- (C) The Parties hereto have agreed to make amendments to the Agreement on the terms and subject to the conditions of this Supplemental Agreement (the "Supplemental Agreement 2") which is supplemental to the Agreement.

**NOW THIS SUPPLEMENTAL AGREEMENT WITNESSES** as follows:

**1. DEFINITIONS**

- 1.1 Words and expressions which have a defined meaning in the Agreement shall have the same meaning when used in this Supplemental Agreement.
- 1.2 Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate.

**2. AMENDMENTS TO THE AGREEMENT**

It is hereby agreed between the Lender and the Borrower that the Agreement be amended with effect from the date hereof as follows:

- (a) by deleting clause 4 of the Agreement in its entirety and substituting with the following:

"The Loan and Interest shall be fully repaid by 30<sup>th</sup> June 2024."

**3. CONFIRMATION AND INCORPORATION**

- 3.1 Except to the extent expressly amended by the provisions of this Supplemental Agreement, the terms and conditions of the Agreement are hereby confirmed and shall remain in full force and effect.

3.2 The Agreement and this Supplemental Agreement shall be read and construed as one document and this Supplemental Agreement shall be considered to be part of the Agreement and, without prejudice to the generality of the foregoing, where the context so allows, all references in the Agreement to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar, shall be read and construed as references to the Agreement as amended, modified or supplemented by this Supplemental Agreement.

**4. COUNTERPARTS**

This Supplemental Agreement may be signed in any number of counterparts, all of which taken together and when delivered to each party hereto shall constitute one and the same Agreement. Any Party may enter into this Supplemental Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and transmitted by facsimile transmission and shall be as valid and effectual as if executed as an original. This Supplemental Agreement shall come into force on the date stated at the beginning and shall continue in force from such date notwithstanding the execution of this Supplemental Agreement by the Parties on different date(s).

**5. GOVERNING LAW AND JURISDICTION**

This Supplemental Agreement shall be governed by, and construed in accordance with, the laws of Singapore. Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Singapore for all purposes in relation to this Supplemental Agreement and waives any objection on the ground of venue or forum non conveniens or on similar grounds.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplemental Agreement to be executed by their duly authorised representatives this day and year abovewritten.

Signed by **Lim Alfred**  
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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Tay Wye Shin 