

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

Form 8-K

**Current Report
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 6, 2023**

EUDA Health Holdings Limited
(Exact Name of Registrant as Specified in its Charter)

British Virgin Islands
(State or other jurisdiction
of incorporation)

001-40678
(Commission
File Number)

n/a
(I.R.S. Employer
Identification No.)

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

n/a
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares	EUDA	NASDAQ Stock Market LLC
Redeemable Warrants	EUDAW	NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Agreement With CEO

As disclosed on the Form 8-K filed by EUDA Health Holdings Limited (“EUDA” or the “Company”) on May 26, 2023, EUDA issued to Dr. Kelvin Chen, EUDA’s CEO, 850,306 restricted ordinary shares at \$1.00 per share pursuant to a settlement agreement between Dr. Chen and EUDA, dated May 16, 2023 (the “Chen Settlement Agreement”) in full satisfaction of Dr. Chen’s claim for unpaid loans in the aggregate principal amount of \$850,306 (or approximately S\$1,136,264.06) of Kent Ridge Healthcare Singapore Pte Ltd. (“KRHSG”), a wholly-owned subsidiary of EUDA. In order to comply with Nasdaq’s shareholder approval requirement for issuance of stock to an executive officer of a company pursuant to Nasdaq Listing Rule 5635(c), EUDA, KRHSG and Dr. Chen amended the Chen Settlement Agreement by entering into a Supplemental Agreement (the “Supplemental Agreement”) on June 6, 2023, so that the shares issued to Dr. Chen would be issued at a per share price not less than the closing bid price of \$1.47 per share on May 15, 2023, the day prior to the execution of the Chen Settlement Agreement.. Pursuant to the Supplemental Agreement, Dr. Chen has agreed to release and discharge KRHSG of all claims in return for 578,439 ordinary shares at \$1.47 per share, the closing bid price of EUDA ordinary shares on May 15, 2023. Dr. Chen has agreed to forfeit and surrender 271,867 ordinary shares of the 850,306 ordinary shares issued to him on May 16, 2023.

The foregoing description of the Supplemental Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Supplement Agreement, filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Current Report”) and incorporated by reference herein.

Amendments to Prepaid Forward Agreements

As disclosed on the Form 8-Ks filed by EUDA on November 7, 2022 and November 14, 2022, EUDA and certain institutional investors (the “Sellers”) entered into agreements (the “Prepaid Forward Agreements”) for equity prepaid forward transactions (the “Prepaid Forward Transactions”). On June 8, 2023, EUDA and the Sellers entered into amendments to the Prepaid Forward Agreements (together, the “Amendments”), to amend the definition of “Maturity Consideration,” such that, Maturity Consideration shall consist of 800,000 ordinary shares of EUDA to be issued to the each Seller by EUDA. Pursuant to the Prepaid Forward Agreements, the maturity date of the Prepaid Forward Transactions (the “Maturity Date”) may be accelerated by the Sellers after any occurrence wherein during any 30 consecutive trading-day period, the dollar volume-weighted average price of EUDA’s ordinary shares for 20 trading days is less than \$3.00 per share. Pursuant to the Amendments, the parties agreed that the Prepaid Forward Transactions shall be accelerated as of the date of the Amendments, and accordingly, the 800,000 ordinary shares (or 1,600,000 ordinary shares in the aggregate), became immediately due and payable to the Sellers upon execution of the Amendments. The Amendments provide the Sellers with registration rights for the ordinary shares issuable as Maturity Consideration, and also prohibit the Sellers from selling such ordinary shares on any exchange business day in an amount greater than 15% of the daily trading volume of EUDA’s ordinary shares on such day. In addition, as of June 8, 2023 (the “Maturity Date”), the Sellers became entitled to retain (a) the remaining prepayment amount paid from EUDA’s trust account to the Sellers upon consummation of EUDA’s business combination, and (b) the remaining ordinary shares held by each Seller that were subject to the Prepaid Forward Transactions. Pursuant to the Amendments, no other fees, consideration or other amounts are due to the Seller or EUDA upon the Maturity Date.

The foregoing description of the Amendments does not purport to be complete and is qualified in its entirety by reference to the two Amendments, filed as Exhibits 10.2 and 10.3 to this Current Report and incorporated by reference herein.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth above in Item 1.01 under “*Amendments to Prepaid Forward Agreements*” of this Current Report regarding the acceleration of the Maturity Date of the Prepaid Forward Agreements to June 8, 2023 is incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth above in Item 1.01 under “*Amendments to Prepaid Forward Agreements*” of this Current Report is incorporated by reference herein. The 1,600,000 ordinary shares issuable as Maturity Consideration are being issued and sold by EUDA to the Sellers in reliance upon the exemption from the registration requirements of the Securities Act afforded by Section 4(a)(2) of the Securities Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Executive Director Appointment

On June 6, 2023, the Board of Directors of the Company (the “**Board**”) appointed an incumbent director, Alfred Lim, as the Company’s Executive Director, effective immediately. In connection with his appointment, Mr. Lim resigned as a member of the Board’s Audit Committee, as the chairperson of the Board’s Corporate Governance and Nominating Committee, and as a member of the Board’s Compensation Committee, effective as of June 6, 2023.

As of the date of this Report, the Board comprises the following five (5) individuals:

- Kelvin Chen, CEO and Executive Director
- Alfred Lim, Executive Director
- Eric Lew, Chairman of the Board, Independent Director
- Ajay Kumar Rajpal, Independent Director
- Kong-Yew Wong, Independent Director

As of the date of this Report, composition of the Board Committees is as follows:

- The Audit Committee consists of Ajay Kumar Rajpal (Chairman), Eric Lew, and Kong-Yew Wong.
- The Corporate Governance and Nominating Committee consists of Kong-Yew Wong (Chairman), Eric Lew, and Ajay Kumar Rajpal.
- The Compensation Committee consists of Eric Lew (Chairman), Ajay Kumar Rajpal, and Kong-Yew Wong.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Supplemental Agreement among the Company, Kent Ridge Health Singapore Pte Ltd and Dr. Kelvin Chen, dated June 6, 2023.
10.2	Amendment to Prepaid Forward Agreement between the Company and HB Strategies LLC, dated June 8, 2023.
10.3	Amendment to Prepaid Forward Agreement between the Company and Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B, dated June 8, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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: June 9, 2023

EUDA Health Holdings Limited

By: /s/ Wei Wen Kelvin Chen

Name: Wei Wen Kelvin Chen

Title: Chief Executive Officer

THIS SUPPLEMENTAL AGREEMENT is made on 6th day of June 2023 between Chen Wei Wen Kelvin of 102 Jalan Simpang Bedok Canary Park Singapore 488221 (referred to as "the Creditor") of the one part and EUDA Health Holdings Limited, 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 (hereinafter referred to as "the Debtor") of the second part and Kent Ridge Health Singapore Pte Ltd (hereinafter referred to as "KRHS") of the third part.

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

WHEREAS:

- (A) The Creditor has a claim against KRHS for the sum of S\$1,136,264.46 ("the Claim") as set out in a letter of demand dated 16 May 2023 from the Creditor's lawyers Messrs. Josephine Chong LLC to KRHS. KRHS is wholly owned by the Debtor and is the Debtor's largest subsidiary for its medical related business.
- (B) The Creditor and the Debtor entered into a Settlement Agreement dated 16th May 2023 ("the Agreement") pursuant to which the Debtor agreed to issue and allot to the Creditor an aggregate of 805,306 shares in the Debtor ("EUDA Shares") in satisfaction of the Claim (as defined in the Agreement).
- (C) Pursuant to Settlement Agreement and the resolutions of the directors of the Debtor passed on 16 May 20223, the Debtor issued 850,306 EUDA Shares to the Creditor at an issue price of US\$1.00 per share in settlement of the Claim.
- (D) The Debtor has been advised that the closing bid price per EUDA Share quoted on Nasdaq on 15 May 2023, being the date immediately before the Settlement Agreement was signed, was US\$1.47 and that therefore the number of EUDA Shares that should have been issued to the Creditor in settlement of the Claim is 578,739. The Creditor has agreed to surrender 271, 567 EUDA Shares to the Debtor for no consideration.
- (E) The Parties hereto have agreed to make amendments to the Agreement to reflect the above, 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.

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2. AMENDMENTS TO THE AGREEMENT

It is hereby agreed between the Parties hereto that the Agreement be amended with effect from the date hereof as follows:

- (a) by deleting Clause 1 of the Agreement in its entirety and substituting the following:

"In consideration of the mutual promises herein and the payment of US\$1.00 by the Creditor to the Debtor (the adequacy and receipt of which is acknowledged by the Debtor), (1) the Debtor hereby agrees to pay to the Creditor, on behalf of KRHS, the sum of US\$850,306.00 (which is approximately S\$1,136,264.06 at a USD/SGD exchange rate of 1.3363), and (2) the Parties hereto hereby agree that such sum shall be satisfied in full by the Debtor by issuing and allotting to the Creditor 578,739 EUDA Shares at an issue price of US\$1.47 per EUDA Share, credited as fully paid."

- (b) by deleting Clause 2 in its entirety and substituting the following:

"The Creditor hereby acknowledges the receipt of the said 578,739 EUDA Shares being issued and allotted as consideration for and hereby irrevocably release and forever discharge KRHS of the Claim."

3. KRHS IS DISCHARGED

KRHS agrees that it owed the Creditor the sum of S\$1,136,264.06. The Creditor hereby acknowledges the receipt of the said 578,739 EUDA Shares as consideration for and hereby irrevocably releases and absolutely discharges KRHS of the Claim.

4. FURTHER ASSURANCES

- 4.1 Each of the Parties hereby agrees that he/it will take all and whatever necessary action as may reasonably require to give full effect to the provisions of this Supplemental Agreement.
- 4.2 The Creditor hereby agrees to surrender to the Debtor, and the Debtor agrees to accept the surrender of, 271,567 EUDA Shares, which were issued to the Creditor on 16 May 2023, for no consideration, and the Parties hereto agree that the Debtor may take all such actions as may be necessary to update its register of members following such surrender.

5. CONFIRMATION AND INCORPORATION

- 5.1 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.
- 5.2 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.





6. 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).

7. 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 Chen Wei Wen Kelvin) in the presence of: Alfred Lim))	
SIGNED by Eric Lew) for and on behalf of) EUDA Health Holdings Limited) in the presence of: Alfred Lim))	
SIGNED by Chen Wei Wen Kelvin) for and on behalf of) Kent Ridge Health Singapore Pte Ltd) in the presence of: Alfred Lim))	
)	

Date: June 8, 2023

To: EUDA Health Holdings Limited, a British Virgin Islands business company (formerly known as 8i Acquisition 2 Corp. (the “**Company**”))

Address: 1 Pemimpin Drive #12-07
One Pemimpin Singapore 576151

From: HB Strategies LLC (“**Seller**”)

Re: Amendment No. 1 to OTC Equity Prepaid Forward Transaction

The purpose of this amendment (this “**Amendment**”) is to confirm the amended and restated terms and conditions of that certain OTC Equity Prepaid Forward Transaction Agreement (the “**Confirmation**”) between the Company, EUDA and Seller dated as of November 9, 2022. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Confirmation.

1. Amended and Restated Terms

Maturity Consideration: A number of shares equal to 800,000 restricted Shares (the “**Maturity Consideration**”). Counterparty shall issue to Seller the Maturity Consideration at the Maturity Date (such Shares, the “**Maturity Shares**”). No stockholder approval shall be required for the issuance of the Maturity Shares.

At the written request of Seller and no earlier than the date hereof, Counterparty shall file an amendment to the Registration Statement on Form S-1 (Reg. No. 333-268994) initially filed on December 23, 2022 (at Counterparty’s sole cost and expense) with the U.S. Securities and Exchange Commission (the “**Commission**”) to include the registration of the resale of the Maturity Shares (the “**Registration Statement**”), as soon as practicable after the filing of the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022 and the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, but in no event later than September 30, 2023 (such applicable date, the “**Trigger Date**”), and have the Registration Statement declared effective as soon as practicable after the Trigger Date, but in no event later than (i) the 60th calendar day (or 105th calendar day if the Commission notifies the Counterparty that it will “review” the Registration Statement) following the Trigger Date. Upon notification by the Commission that the Registration Statement has been declared effective, within two (2) Local Business Days thereafter, the Counterparty shall file the final prospectus under Rule 424 of the Securities Act of 1933, as amended containing a “plan of distribution” reasonably agreeable to Seller. Counterparty shall not identify Seller as a statutory underwriter in the Registration Statement unless requested by the Commission. The Counterparty will use its reasonable best efforts to keep the Registration Statement covering the resale of the Maturity Shares as described above continuously effective (except for customary blackout

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periods, up to twice per year and for a total of up to 30 calendar days (and not more than 15 calendar days in an occurrence), if and when the Counterparty is in possession of material non-public information the disclosure of which, in the good faith judgment of the Counterparty's board of directors, would be prejudicial, and the Counterparty agrees to promptly notify Seller of any such blackout determination) until all such Maturity Shares have been sold or may be transferred without any restrictions pursuant to Rule 144 under the Securities Act. Seller agrees to not sell Maturity Shares on any Exchange Business Day in an amount greater than 15% of the daily trading volume of the Shares on the Exchange on such Exchange Business Day.

For the avoidance of doubt, at the Maturity Date, Seller will be entitled to (a) retain (i) a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and (ii) the Number of Shares that remain in the Transaction, which is 1,004,500 Shares, and (b) receive the Maturity Shares. No other fees, consideration or other amounts shall be due to Seller or Counterparty upon the Maturity Date.

2. **Other Provisions**

- (a) **Ratification.** Except as expressly modified in Section 1 of this Amendment, the Confirmation is hereby ratified and remains in full force and effect. To the extent there is any conflict between the terms of this Amendment and the Confirmation, the terms of this Amendment shall govern.
- (b) **Disclosure.** The Counterparty shall preview with Seller all public disclosure relating to this Amendment and shall consult with Seller to ensure that such public disclosure, including the Form 8-K that announces this Amendment adequately discloses the material terms and conditions of this Amendment in form and substance reasonably acceptable to Seller (the "**Amendment 8-K Filing**"); provided that the Amendment 8-K Filing shall be publicly filed within one (1) Business Day after the date of this Amendment (the "**Amendment Cleansing Deadline**") to ensure that Seller is not in possession of material non-public information as a result of the transactions outlined herein. From and after the Amendment Cleansing Deadline, the Counterparty shall have disclosed all material, non-public information (if any) provided to the Seller by the Counterparty or any of its subsidiaries or any of their respective officers, directors, employees or agents in connection with this Amendment. In addition, effective upon the Amendment Cleansing Deadline, the Counterparty acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Counterparty, any of its subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Seller or any of its affiliates, on the other hand, shall terminate.
- (c) **Acceleration.** The parties hereto agree that the Maturity Date shall be accelerated to the date of this Amendment.
- (d) **Counterparts.** This Amendment may be executed in one or more electronic counterparts, all of which taken together shall constitute one and the same instrument.
- (e) **Governing Law.** The provisions of this Amendment shall be governed by the laws of the State of New York (without reference to choice of law doctrine).

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forth the terms of our agreement by executing a
rliest convenience.

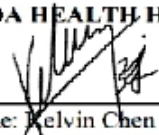
/ truly yours,

Strategies LLC

By: Richard Allison
Name: Richard Allison
Title: Authorized Signatory*

Agreed and accepted by:

EUDA HEALTH HOLDINGS LIMITED

By: 
Name: Kelvin Chen Wei Wen
Title: Chief Executive Officer

*Authorized Signatory
Hudson Bay Capital Management LP
not individually, but solely as
Investment Advisor to HB Strategies LLC.

Date: June 8, 2023

To: EUDA Health Holdings Limited, a British Virgin Islands business company (formerly known as Si Acquisition 2 Corp. (the “Company”))

Address: 1 Pemimpin Drive #12-07
One Pemimpin Singapore 576151

From: Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B (“Seller”)

Re: Amendment No. 1 to OTC Equity Prepaid Forward Transaction

The purpose of this amendment (this “**Amendment**”) is to confirm the amended and restated terms and conditions of that certain OTC Equity Prepaid Forward Transaction Agreement (the “**Confirmation**”) between the Company, EUDA and Seller dated as of November 9, 2022. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Confirmation.

1. Amended and Restated Terms

Maturity Consideration: A number of shares equal to 800,000 restricted Shares (the “**Maturity Consideration**”). Counterparty shall issue to Seller the Maturity Consideration at the Maturity Date (such Shares, the “**Maturity Shares**”). No stockholder approval shall be required for the issuance of the Maturity Shares.

At the written request of Seller and no earlier than the date hereof, Counterparty shall file an amendment to the Registration Statement on Form S-1 (Reg. No. 333-268994) initially filed on December 23, 2022 (at Counterparty’s sole cost and expense) with the U.S. Securities and Exchange Commission (the “**Commission**”) to include the registration of the resale of the Maturity Shares (the “**Registration Statement**”), as soon as practicable after the filing of the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022 and the Company’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, but in no event later than September 30, 2023 (such applicable date, the “**Trigger Date**”), and have the Registration Statement declared effective as soon as practicable after the Trigger Date, but in no event later than (i) the 60th calendar day (or 105th calendar day if the Commission notifies the Counterparty that it will “review” the Registration Statement) following the Trigger Date. Upon notification by the Commission that the Registration Statement has been declared effective, within two (2) Local Business Days thereafter, the Counterparty shall file the final prospectus under Rule 424 of the Securities Act of 1933, as amended containing a “plan of distribution” reasonably agreeable to Seller. Counterparty shall not identify Seller as a statutory underwriter in the Registration Statement unless requested by the Commission. The Counterparty will use its reasonable best efforts to keep the Registration Statement covering the resale of the Maturity Shares as described above continuously effective (except for customary blackout

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periods, up to twice per year and for a total of up to 30 calendar days (and not more than 15 calendar days in an occurrence), if and when the Counterparty is in possession of material non-public information the disclosure of which, in the good faith judgment of the Counterparty's board of directors, would be prejudicial, and the Counterparty agrees to promptly notify Seller of any such blackout determination) until all such Maturity Shares have been sold or may be transferred without any restrictions pursuant to Rule 144 under the Securities Act. Seller agrees to not sell Maturity Shares on any Exchange Business Day in an amount greater than 15% of the daily trading volume of the Shares on the Exchange on such Exchange Business Day.

For the avoidance of doubt, at the Maturity Date, Seller will be entitled to (a) retain (i) a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and (ii) the Number of Shares in the Transaction, which was 957,815 Shares pursuant to the Confirmation, and (b) receive the Maturity Shares. No other fees, consideration or other amounts shall be due to Seller or Counterparty upon the Maturity Date.

2. Other Provisions

- (a) Ratification. Except as expressly modified in Section 1 of this Amendment, the Confirmation is hereby ratified and remains in full force and effect. To the extent there is any conflict between the terms of this Amendment and the Confirmation, the terms of this Amendment shall govern.
- (b) Disclosure. The Counterparty shall preview with Seller all public disclosure relating to this Amendment and shall consult with Seller to ensure that such public disclosure, including the Form 8-K that announces this Amendment adequately discloses the material terms and conditions of this Amendment in form and substance reasonably acceptable to Seller (the "**Amendment 8-K Filing**"); provided that the Amendment 8-K Filing shall be publicly filed within one (1) Business Day after the date of this Amendment (the "**Amendment Cleansing Deadline**") to ensure that Seller is not in possession of material non-public information as a result of the transactions outlined herein. From and after the Amendment Cleansing Deadline, the Counterparty shall have disclosed all material, non-public information (if any) provided to the Seller by the Counterparty or any of its subsidiaries or any of their respective officers, directors, employees or agents in connection with this Amendment. In addition, effective upon the Amendment Cleansing Deadline, the Counterparty acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Counterparty, any of its subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Seller or any of its affiliates, on the other hand, shall terminate.
- (c) Acceleration. The parties hereto agree that the Maturity Date shall be accelerated to the date of this Amendment.
- (d) .
- (e) Counterparts. This Amendment may be executed in one or more electronic counterparts, all of which taken together shall constitute one and the same instrument.

- (f) Governing Law. The provisions of this Amendment shall be governed by the laws of the State of New York (without reference to choice of law doctrine).

[Signature page follows]

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Amendment and returning it to us at your earliest convenience.

Very truly yours,


**Alto Opportunity Master Fund, SPC –
Segregated Master Portfolio B**



By: _____
Name:
Title:

Agreed and accepted by:

EUDA HEALTH HOLDINGS LIMITED



By: _____
Name: Kelvin Chen Wei Wen
Title: Chief Executive Officer

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