
**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 March 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.

Settlement Agreements with Executive Officers and Executive Director

On March 15, 2024, EUDA Health Holdings Limited (“EUDA” and the “Company”) and Kelvin Chen, the Company’s Chief Executive Officer, entered into a Settlement Agreement (the “Chen Settlement Agreement”) pursuant to which the Company has agreed to issue 166,653 restricted ordinary shares to Mr. Chen (based on the per share closing price of \$1.275 as of March 14, 2024) in full satisfaction of \$212,483.96 of salaries and other compensation owed to Mr. Chen as of December 31, 2023. A copy of the Chen Settlement Agreement is attached hereto as Exhibit 10.1 and incorporated by reference. The foregoing summary of the terms of the Chen Settlement Agreement is subject to, and qualified in its entirety, by such document.

On March 15, 2024, the Company and Steven Sobak, the Company’s Chief Executive Officer, entered into a Settlement Agreement (the “Sobak Settlement Agreement”) pursuant to which the Company has agreed to issue 75,059 restricted ordinary shares to Mr. Sobak (based on the per share closing price of \$1.275 as of March 14, 2024) in full satisfaction of \$95,700.05 of salaries and other compensation owed to Mr. Sobak as of December 31, 2023. A copy of the Sobak Settlement Agreement is attached hereto as Exhibit 10.2 and incorporated by reference. The foregoing summary of the terms of the Sobak Settlement Agreement is subject to, and qualified in its entirety, by such document.

On March 15, 2024, the Company and Alfred Lim, the Company’s Executive Director, entered into a Settlement Agreement (the “Lim Settlement Agreement”) pursuant to which the Company has agreed to issue 53,649 restricted ordinary shares to Mr. Lim (based on the per share closing price of \$1.275 as of March 14, 2024) in full satisfaction of \$68,403.25 of salaries and other compensation owed to Mr. Lim as of December 31, 2023. A copy of the Lim Settlement Agreement is attached hereto as Exhibit 10.3 and incorporated by reference. The foregoing summary of the terms of the Lim Settlement Agreement is subject to, and qualified in its entirety, by such document.

The restricted shares issued pursuant to the Chen Settlement Agreement, the Sobak Settlement Agreement, the Lim Settlement Agreement are issued in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”).

Debt Obligations and Settlement Agreements with Meng Dong (James) Tan

As previously disclosed on a Form 8-K filed on May 26, 2023, the Company borrowed from Meng Dong (James) Tan, a significant shareholder of the Company, an aggregate amount of \$22,500, or a total of \$24,004.11 with unpaid and accrued interests at 8% per annum (the “James Tan Loan”). Pursuant to a Settlement Agreement between the Company and Mr. Tan dated March 15, 2024 (the “James Tan Settlement Agreement”), the Company has agreed to issue Mr. Tan a convertible note in the aggregate amount of \$24,004.11 (the “James Tan Convertible Note”) in full satisfaction of the James Tan Loan, and Mr. Tan has agreed to (i) exchange James Tan Loan for the James Tan Convertible Note; (ii) extend the maturity date of the James Tan Loan to March 14, 2025; and (iii) allow the outstanding unpaid balance of the James Tan Loan to bear no interest for the next twelve months until March 14, 2025. A copy of the James Tan Settlement Agreement is attached hereto as Exhibit 10.4 and incorporated by reference. The foregoing summary of the terms of the James Tan Settlement Agreement is subject to, and qualified in its entirety, by such document.

Since May 15, 2023, 8i Enterprises Pte Ltd (“8iEPL”), a company owned by Mr. Tan, has been rendering certain advisory services for the Company. Pursuant to a certain Settlement Agreement between the Company and 8iEPL dated March 15, 2024 (the “8iEPL Settlement Agreement”), the Company has agreed to pay 8iEPL for a total sum of \$180,000 for such advisory services (the “Services Payment”). Between May 15, 2023 and February 28, 2024, the Company has borrowed from 8iEPL an aggregate amount of \$712,253.72, or a total of \$731,372.52 with unpaid and accrued interests at 8% per annum (the “8iEPL Loan”). Pursuant to the 8iEPL Settlement Agreement, the Company has agreed to pay 8iEPL in full satisfaction of both the Services Payment and the 8iEPL Loan in the form a convertible note in the aggregate amount of \$911,372.52 (the “8iEPL Convertible Note”). A copy of the 8iEPL Settlement Agreement is attached hereto as Exhibit 10.5 and incorporated by reference. The foregoing summary of the terms of the 8iEPL Settlement Agreement is subject to, and qualified in its entirety, by such document.

Any principal amount and accrued interests under the James Tan Convertible Note and the 8iEPL Convertible Note may be converted into ordinary shares of the Company at \$1.27 per share (the “Conversion Shares”) at the payee’s option at any time and from time to time, and the Company has agreed to file a registration statement for the resale of the Conversion Shares no later than 30 days following the receipt of the payee’s conversion notice. A form of the convertible note is attached hereto as Exhibit 10.6 and incorporated by reference. The foregoing summary of the terms of the James Tan Convertible Note and the 8iEPL Convertible Note is subject to, and qualified in its entirety, by such document.

Automatic Conversion of Convertible Loan

As previously disclosed on a Form 6-K filed on January 23, 2024, the Company and Gilandi Limited, a British Virgin Islands company (“Gilandi”) entered into a Convertible Loan Agreement (the “Gilandi Loan Agreement”) and the Company received the first tranche of \$250,000 from Gilandi on January 17, 2024 under the Gilandi Loan Agreement. On March 28, 2024, the Company received the second tranche of \$250,000 from Gilandi. Pursuant to the Gilandi Loan Agreement, an aggregate amount of \$500,000 of the loan automatically converted into the Company’s ordinary shares at \$1.00 per share on March 31, 2024, and the Company issued to Gilandi 500,000 restricted ordinary shares. The foregoing summary of the terms of the Gilandi Loan Agreement is subject to, and qualified in its entirety, by such document, a copy of which was filed with the Form 6-K on January 23, 2024.

The restricted shares issued pursuant to the Gilandi Loan Agreement are issued in reliance upon the exemption from registration provided by Section 4(a) (2) of the Securities Act of 1933, as amended (the “Securities Act”).

Exhibits

- 10.1 [Settlement Agreement between the Company and Kelvin Chen](#)
 - 10.2 [Settlement Agreement between the Company and Steven Sobak](#)
 - 10.3 [Settlement Agreement between the Company and Alfred Lim](#)
 - 10.4 [Settlement Agreement between the Company and Meng Dong \(James\) Tan](#)
 - 10.5 [Settlement Agreement between the Company and 8i Enterprises Pte Ltd](#)
 - 10.6 [Form of Convertible Note](#)
-

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 4, 2024

EUDA Health Holdings Limited

By: /s/ Wei Wen Kelvin Chen

Name: Wei Wen Kelvin Chen

Title: Chief Executive Officer

SETTLEMENT AGREEMENT

This Settlement Agreement dated the 15th day of March 2024 is 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 other part.

WHEREAS:

- (A) The Creditor has a claim against the Debtor for the sum of S\$283,644.84 ("the Claim") for his employment as the Chief Executive Officer of the Debtor.
- (B) The Debtor has requested the Creditor to convert his Claim into shares in the capital of the Debtor ("EUDA Shares"), ranking pari passu with all the other issued shares of the Debtor and the Creditor has agreed on the terms and conditions hereinafter appearing.

NOW IT IS AGREED as follows:

1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Debtor to the Creditor (the adequacy and receipt of which is acknowledged by the Debtor), the parties agree as follows :
 - (a) the Claim is equal to US\$212,483.96 (which is at approximately at a USD/SGD exchange rate of 1.33;
 - (b) the Debtor hereby agrees to pay the Creditor the said sum of US\$ US\$212,483.96 by issuing and allotting to the Creditor 166,653 new EUDA Shares.
2. Upon the Creditor receiving the 166,653 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
3. Time shall be of the essence.
4. This 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 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 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 Agreement by the Parties on different date(s).
5. This 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 Agreement and waives any objection on the ground of venue or forum non conveniens or on similar grounds.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Chen Wei Wen Kelvin)
in the presence of:)



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



SETTLEMENT AGREEMENT

This Settlement Agreement dated the 15th day of March 2024 is between Steven John Sobak of 808 Thomson Road, #05-23 Singapore 298190 (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 other part.

WHEREAS:

- (A) The Creditor has a claim against the Debtor for the sum of S\$127,750 ("the Claim") for his employment as the Chief Financial Officer of the Debtor.
- (B) The Debtor has requested the Creditor to convert his Claim into shares in the capital of the Debtor ("EUDA Shares"), ranking pari passu with all the other issued shares of the Debtor and the Creditor has agreed on the terms and conditions hereinafter appearing.

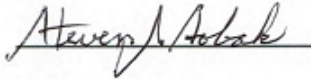
NOW IT IS AGREED as follows:

- 1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Debtor to the Creditor (the adequacy and receipt of which is acknowledged by the Debtor), the parties agree as follows :
 - (a) the Claim is equal to US\$95,700.05 (which is at approximately at a USD/SGD exchange rate of 1.33;
 - (b) the Debtor hereby agrees to pay the Creditor the said sum of US\$95,700.05 by issuing and allotting to the Creditor 75,059 new EUDA Shares.
- 2. Upon the Creditor receiving the 75,059 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
- 3. Time shall be of the essence.
- 4. This 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 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 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 Agreement by the Parties on different date(s).
- 5. This 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 Agreement and waives any objection on the ground of venue or forum non conveniens or on similar grounds.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

SIGNED by Steven John Sobak
in the presence of:

)
)

A handwritten signature in black ink, appearing to read "Steven J. Sobak", written over a horizontal line.

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

)
)
)
)

A handwritten signature in black ink, appearing to read "Kelvin Chen", written over a horizontal line.

SETTLEMENT AGREEMENT

This Settlement Agreement dated the 15th day of March 2024 is between Lim Alfred of 10 Marlene Avenue Singapore 556622 (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 other part.

WHEREAS:

- (A) The Creditor has a claim against the Debtor for the sum of S\$91,311.50 ("the Claim") for his employment as the Executive Director of the Debtor.
- (B) The Debtor has requested the Creditor to convert his Claim into shares in the capital of the Debtor ("EUDA Shares"), ranking pari passu with all the other issued shares of the Debtor and the Creditor has agreed on the terms and conditions hereinafter appearing.

NOW IT IS AGREED as follows:

1. In consideration of the mutual promises herein and the payment of US\$1.00 by the Debtor to the Creditor (the adequacy and receipt of which is acknowledged by the Debtor), the parties agree as follows :
 - (a) the Claim is equal to US\$68,403.25 (which is at approximately at a USD/SGD exchange rate of 1.33;
 - (b) the Debtor hereby agrees to pay the Creditor the said sum of US\$68,403.25 by issuing and allotting to the Creditor 53,649.60 new EUDA Shares.
2. Upon the Creditor receiving the 53,649.60 EUDA Shares, the Creditor shall release and forever discharge the Debtor of the Claim.
3. Time shall be of the essence.
4. This 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 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 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 Agreement by the Parties on different date(s).
5. This 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 Agreement and waives any objection on the ground of venue or forum non conveniens or on similar grounds.

IN WITNESS whereof the parties have hereunto set their hands to this Settlement Agreement.

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:

)
)
)
)



AGREEMENT

This Agreement (this "Agreement"), is made and entered into as of March 15, 2024, by and between EUDA Health Holdings Limited, a British Virgin Islands company (the "Company"), and Meng Dong (James) Tan ("Mr. Tan").

WHEREAS, pursuant to the terms of loan agreement dated May 15, 2023 (the "Loan Agreement"), the Company borrowed the sum of US\$22,500.00 from Mr. Tan (the "Original Loan").

WHEREAS, the total amount owed by the Company to Mr. Tan under the Original Loan as of the date of this Agreement is US\$24,004.11 (including accrued but unpaid interest) (the "Total Loan"), the computation of which is set forth in Exhibit A.

WHEREAS, Mr. Tan has agreed to (i) exchange the Total Loan for a convertible promissory note (the "Convertible Note"); (ii) extend the maturity date of the Total Loan to March 14, 2025 (the "Maturity Date"), and (iii) allow the outstanding unpaid balance of the Total Loan to bear no interest for the next twelve months until the Maturity Date.

NOW IT IS HEREBY AGREED as follows:

1. The parties to this agreement hereby agree that the Total Loan outstanding shall be paid to Mr. Tan in full, by the Company issuing a new promissory note that will be convertible into ordinary shares of the Company, in the amount of the Total Loan (the "Convertible Note"), substantially in the form attached hereto as Exhibit B.

2. The ordinary shares to be issued upon conversion of the Convertible Note (the "Shares") will remain restricted securities until they are registered or the Company shall have received an opinion of counsel reasonably satisfactory in form, scope and substance to the Company and its transfer agent that registration of such securities under the provisions of applicable laws is not required. Shares may only be disposed of in compliance with U.S. federal and state securities laws.

3. Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

i. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company or its board of directors or shareholders in connection herewith. This Agreement has been duly executed by the Company, and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company, in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

ii. No Conflicts. The execution, delivery and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's articles or memorandum of association or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the Company's properties or assets, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing a Company, or any other subsidiary debt or otherwise) or other material understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a material adverse effect.

4. Representations and Warranties of Mr. Tan. Mr. Tan represents and warrants as of the date hereof to the Company as follows:

i. Authority. This Agreement has been duly executed by Mr. Tan, and when delivered by Mr. Tan in accordance with the terms hereof, will constitute the valid and legally binding obligation of Mr. Tan, enforceable against him in accordance with its terms.

ii. Own Account. Mr. Tan understands that the Shares when issued will be “restricted securities” and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Shares as principal for his own account and not with a view to or for distributing or reselling the Shares, or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Securities Act or any applicable state securities law and has no arrangement or understanding with any other persons regarding the distribution of the Share (this representation and warranty not limiting Mr. Tan’s right to sell the Shares in compliance with applicable federal and state securities laws) in violation of the Securities Act or any applicable state securities law. Mr. Tan does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Shares.

iii. Status. Mr. Tan is an “accredited investor” as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act. Mr. Tan is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

5. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and Mr. Tan.

6. Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Convertible Note.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of Mr. Tan.

8. Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

9. Non-Performance. If the Company fails to perform its obligations under this Agreement or the Convertible Note, Mr. Tan, at his sole option, may bring a proceeding to seek payment under the terms of the Convertible Note, with interest, and if Mr. Tan prevails, all costs and legal expenses of any such proceeding shall be paid by Company. Notwithstanding the foregoing, Mr. Tan may avail himself of any other remedies provided by law or in equity in the event of non-performance.

10. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Convertible Note.

11. Jurisdiction; Waiver of Jury Trial

A. Each of the Parties irrevocably and unconditionally (i) agrees that any legal suit, action or proceeding brought by any Party or Payee arising out of, based upon, or in any way relating to this Agreement or the transactions contemplated hereby shall be brought in the Supreme Court of the Singapore, (ii) waives, to the fullest extent he, she or it may effectively do so, any objection to the laying of venue of any such proceeding brought in such Court, any claim that any such action or proceeding brought in such Court has been brought in an inconvenient forum, and any right to seek the transfer of such action or proceeding to another Court, (iii) submits to the exclusive jurisdiction of the such Court with respect to any such suit, action or proceeding, and (iv) waives trial by jury in any such action.

B. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT, ANY BREACH OR DEFAULT, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

13. Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first set forth above.

EUDA HEALTH HOLDINGS LIMITED

/s/ Wei Wen (Kelvin) Chen

Name: Wei Wen (Kelvin) Chen

Title: Chief Executive Officer

Meng Dong (James) Tan

/s/ Meng Dong (James) Tan

Exhibit A

<u>Date of Loan Agreement</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Loan Amount</u>	<u>Interest</u>	<u>Total Loan</u>
			<u>USD</u>	<u>USD</u>	<u>USD</u>
May 15, 2023	December 31, 2023	8%	22,500.00	1,504.11	24,004.11
	Total		<u>22,500.00</u>	<u>1,504.11</u>	<u>24,004.11</u>

Exhibit B

[Form of Promissory Note]

AGREEMENT

This Agreement (this "Agreement"), is made and entered into as of March 15, 2024, by and between EUDA Health Holdings Limited, a British Virgin Islands company (the "Company"), and 8i Enterprises Pte Ltd ("8iEPL").

WHEREAS, pursuant to the terms of a series of loan agreements executed on May 15, 2023, May 18, 2023, May 22, 2023, August 5, 2023, August 29, 2023, September 4, 2023, September 5, 2023, September 7, 2023, September 21, 2023, September 26, 2023, October 3, 2023, October 11, 2023, October 30, 2023, November 14, 2023, November 20, 2023, November 29, 2023, December 27, 2023, December 29, 2023, January 12, 2024, February 1, 2024, February 19, 2024, February 20, 2024, February 28, 2024 (the "Loan Agreements"), the Company borrowed in aggregate, the sum of US\$712,253.72, from 8iEPL, the computation of which is set forth in Exhibit A.

WHEREAS, the total amount owing by the Company to 8iEPL as at the date of this Agreement is US\$731,372.52, including accrued, but unpaid interest (the "Total Loan"), the computation of which is set forth in Exhibit A.

WHEREAS, the total amount of US\$590,951.32 is already due and owing as of the date hereof, and the balance of US\$121,302.40 shall be due and owing on or before June 30, 2024.

WHEREAS, the parties have agreed to extend the maturity date of the aforesaid amount to March 14, 2025 (the "Maturity Date"), and allow the outstanding unpaid balance of the Total Loan to bear no interest for the next twelve months until the Maturity Date for paying the aforesaid amounts.

WHEREAS, 8iEPL had provided certain advisory services to the Company and generally assisting the Company on various business matters (the "Services") from May 15, 2023 through the date hereof (the "Period") for which the Company owes payment to 8iEPL.

NOW IT IS HEREBY AGREED as follows:

1. (a) The parties agree that the Company shall pay a total sum of US\$180,000.00 in full satisfaction of amounts owned to 8iEPL for the Services rendered during the Period (the "Services Payment").

(b) The parties to this agreement hereby agree that the Total Loan outstanding and the Services Payment shall be paid in full to 8iEPL, by the Company entering into a convertible promissory note payable to 8iEPL in the aggregate amount of US\$911,372.52 (the "Convertible Note"), substantially in the form attached hereto as Exhibit B.

2. The ordinary shares to be issued upon conversion of the Convertible Note (the "Shares") will remain restricted securities until they are registered or the Company shall have received an opinion of counsel reasonably satisfactory in form, scope and substance to the Company and its transfer agent that registration of such securities under the provisions of applicable laws is not required. Shares may only be disposed of in compliance with U.S. federal and state securities laws.

3. Representations and Warranties of the Company. The Company hereby makes the following representations and warranties:

i. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise carry out its obligations hereunder. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company or its board of directors or shareholders in connection herewith. This Agreement has been duly executed by the Company, and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company, in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

ii. No Conflicts. The execution, delivery and performance of this Agreement by the Company, and the consummation the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's articles or memorandum of association or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any lien upon any of the Company's properties or assets, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing a Company, or any other subsidiary debt or otherwise) or other material understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a material adverse effect.

4. Representations and Warranties of 8iEPL. 8iEPL represents and warrants as of the date hereof to the Company as follows:

i. Authority. The execution, delivery and performance by 8iEPL of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of 8iEPL. This Agreement has been duly executed by 8iEPL, and when delivered by 8iEPL in accordance with the terms hereof, will constitute the valid and legally binding obligation of 8iEPL, enforceable against it in accordance with its terms.

ii. Own Account. 8iEPL understands that the Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Shares as principal for its own account and not with a view to or for distributing or reselling the Shares, or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Shares in violation of the Securities Act or any applicable state securities law and has no arrangement or understanding with any other persons regarding the distribution of the Share (this representation and warranty not limiting 8iEPL's right to sell the Shares in compliance with applicable federal and state securities laws) in violation of the Securities Act or any applicable state securities law. 8iEPL does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Shares.

iii. Status. 8iEPL is an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act. 8iEPL is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

5. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and 8iEPL.

6. Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Convertible Note.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of 8iEPL.

8. Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

9. Non-Performance. If the Company fails to perform its obligations under this Agreement or the Convertible Note, 8iEPL, at its sole option, may bring a proceeding to seek payment under the terms of the Convertible Note, with interest, and if 8iEPL prevails, all costs and legal expenses of any such proceeding shall be paid by Company. Notwithstanding the foregoing, 8iEPL may avail itself of any other remedies provided by law or in equity in the event of non-performance.

10. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Convertible Note.

11. Jurisdiction; Waiver of Jury Trial

A. Each of the Parties irrevocably and unconditionally (i) agrees that any legal suit, action or proceeding brought by any Party or Payee arising out of, based upon, or in any way relating to this Agreement or the transactions contemplated hereby shall be brought in the Supreme Court of the State of Singapore, (ii) waives, to the fullest extent he, she or it may effectively do so, any objection to the laying of venue of any such proceeding brought in such Court, any claim that any such action or proceeding brought in such Court has been brought in an inconvenient forum, and any right to seek the transfer of such action or proceeding to another Court, (iii) submits to the exclusive jurisdiction of the such Court with respect to any such suit, action or proceeding, and (iv) waives trial by jury in any such action.

B. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT, ANY BREACH OR DEFAULT, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

13. Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first set forth above.

EUDA HEALTH HOLDINGS LIMITED

By: /s/ Wei Wen (Kelvin) Chen

Name: Wei Wen (Kelvin) Chen

Title: Chief Executive Officer

8I ENTERPRISES PTE LTD

By: /s/ Meng Dong (James) Tan

Name: Meng Dong (James) Tan

Title: Director

Exhibit A

Date of Loan Agreement	Maturity Date	Interest Rate	Loan Amount	Interest	Total Loan
			USD	USD	USD
May 15, 2023	December 31, 2023	0%	7,518.80	-	7,518.80
May 18, 2023	December 31, 2023	0%	10,000.00	-	10,000.00
May 22, 2023	December 31, 2023	0%	68,137.00	-	68,137.00
August 5, 2023	December 31, 2023	8%	75,187.97	3,674.95	78,862.92
August 29, 2023	December 31, 2023	8%	24,638.27	1,074.64	25,712.91
September 4, 2023	December 31, 2023	8%	10,300.00	435.71	10,735.71
September 5, 2023	December 31, 2023	8%	26,463.57	1,113.65	27,577.22
September 7, 2023	December 31, 2023	8%	15,375.00	640.28	16,015.28
September 21, 2023	December 31, 2023	8%	46,842.11	1,806.96	48,649.07
September 26, 2023	December 31, 2023	8%	40,313.37	1,510.93	41,824.30
October 3, 2023	December 31, 2023	8%	24,637.60	885.61	25,523.21
October 11, 2023	December 31, 2023	8%	162,489.50	5,555.81	168,045.31
October 30, 2023	December 31, 2023	8%	9,387.97	281.90	9,669.87
November 14, 2023	December 31, 2023	8%	10,000.00	267.40	10,267.40
November 20, 2023	December 31, 2023	8%	10,300.00	261.88	10,561.88
November 29, 2023	December 31, 2023	8%	9,230.08	216.47	9,446.55
December 27, 2023	December 31, 2023	8%	30,900.00	535.04	31,435.04
December 29, 2023	December 31, 2023	8%	9,230.08	155.78	9,385.86
January 12, 2024	March 31, 2024	8%	6,319.00	87.26	6,406.26
February 1, 2024	March 31, 2024	8%	9,252.64	87.21	9,339.85
February 19, 2024	March 31, 2024	8%	5,533.76	30.33	5,564.09
February 20, 2024	June 30, 2024	8%	83,042.11	436.83	83,478.94
February 28, 2024	June 30, 2024	8%	17,154.89	60.16	17,215.05
		Total	712,253.72	19,118.80	731,372.52

Exhibit B

[Form of Promissory Note]

NEITHER THIS NOTE, NOR THE SHARES UNDERLYING THIS NOTE, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND THE SHARES UNDERLYING THIS NOTE MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE OF THE UNDERLYING SHARES THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE PROMISSORY NOTE

Principal Amount: \$[AMOUNT]

Dated as of March , 2024

EUDA Health Holdings Limited, a British Virgin Islands company (the "**Maker**"), promises to pay to the order of [NAME AND ADDRESS] (the "**Payee**") the principal sum of [AMOUNT] (\$ _____) in lawful money of the United States of America, on the terms and conditions described below. All payments on this Note shall be made by wire transfer of immediately available funds to such account as the Payee may from time to time designate by written notice in accordance with the provisions of this Note.

1. **Payment.** FOR VALUE RECEIVED, the Maker promises to pay to the Payee, pursuant to the terms hereunder, the principal sum of \$ _____ (the "**Principal Amount**") on [DATE], 2025 (the "**Maturity Date**") of this Note, unless the Principal Amount has been converted into ordinary shares of the Maker (the "Conversion Shares") upon notice by Payee, as described in paragraph 3 herein.
2. **Prepayment.** The Principal Amount may only be prepaid with the prior written consent of the Payee.
3. **Conversion and Registration Right.**
 - (a) **Conversion Price.** The conversion price shall be fixed at \$1.27 per Ordinary Share (the "Conversion Price").
 - (b) **Conversion.** The Payee may, at any time and from time to time, convert the unpaid balance of the Principal Amount, and any accrued but unpaid interest thereon at the Conversion Price in full or in part by delivery to the Maker of a conversion notice (the "Notice"), in the form attached as Annex A hereto. In the event that the Conversion Shares shall be changed into the same or a different number of Conversion Shares of any class or classes of stock, whether by reclassification, stock split, stock dividend, or similar event, then and in each such event, Payee shall have the right thereafter to receive all or any portion of the Conversion Shares into the kind and amount of shares of capital stock of the Company and property receivable upon such capital reorganization, reclassification or other change which Payee would have received had the Conversion Shares been issued immediately prior to such capital reorganization, reclassification or other change.
 - (c) **Restricted Securities.** Upon receiving the Notice, the Maker shall issue such number of Conversion Shares set forth in the Notice. The certificate representing the Conversion Shares, shall bear a legend substantially in the following form (in addition to any legend required by applicable state securities or "blue sky" laws):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE (THE "SECURITIES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT AND UNDER APPLICABLE STATE SECURITIES LAWS OR THE COMPANY SHALL HAVE RECEIVED AN OPINION OF COUNSEL THAT REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT AND UNDER THE PROVISIONS OF APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED."

- (d) **Registration Right.** Maker covenants and agrees that it shall file (at the Maker's expense) a registration statement to register for resale the Conversion Shares underlying the Note, including any additional shares that may be issued in lieu of the payment of accrued interest (the "Resale Registration Statement") as soon as practicable (but in no event later than thirty (30) days) following the initial Notice. The Maker shall use its best efforts to have the Resale Registration Statement declared effective by the Securities and Exchange Commission (the "SEC") as soon as reasonably possible thereafter. Within two (2) business days of the effective date of the Resale Registration Statement, Maker shall deliver to Maker's transfer agent an opinion of Maker's counsel that the Conversion Shares included in the Resale Registration Statement have been registered with the SEC and are eligible for resale pursuant to an effective Resale Registration Statement.
4. **Interest.** No interest shall accrue on the unpaid principal balance of this Note.
5. **Successor.** This Note shall be binding upon Maker's successors. Any successor entity to the Maker will execute and deliver to the Payee a supplement hereto acknowledging such entity's obligations under this Note.
6. **Application of Payments.** All payments shall be applied (i) to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorney's fees, (ii) to interest payments (if any), and (iii) to the reduction of the unpaid Principal Amount of this Note.
7. **Events of Default.** The following shall constitute an event of default ("**Event of Default**"):
- (a) **Failure to Pay When Due.** The Maker's failure to pay the Principal Amount, plus accrued, but unpaid interest thereon on the Maturity Date, if such amounts have not been converted prior thereto.
- (b) **Voluntary Liquidation, Etc.** The commencement by Maker of a proceeding relating to its bankruptcy, insolvency, reorganization, rehabilitation or other similar action, or the consent by it to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Maker for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.
- (c) **Involuntary Bankruptcy, Etc.** The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under any applicable bankruptcy, insolvency or similar law, for the appointing of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for Maker or for any substantial part of its property, or ordering the winding-up or liquidation of the affairs of Maker, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.
-

8. **Remedies.**

- (a) Upon the occurrence of an Event of Default specified in Section 7(a) hereof, Payee may, by written notice to Maker, declare this Note to be due immediately and payable, whereupon the unpaid Principal Amount of this Note, all accrued, but unpaid interest, and all other amounts payable hereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.
- (b) Upon the occurrence of an Event of Default specified in Section 7(b) or (c), the unpaid Principal Amount of this Note, all accrued, but unpaid interest, and all other sums payable with regard to this Note, shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

9. **Guarantor.** EUDA Health Limited, a wholly-owned subsidiary of the Maker (the “**Guarantor**”), unconditionally guarantees all of the Maker’s obligations and performance under this Note, including but not limited to the Maker’s obligation to pay.

10. **Waivers.** Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

11. **Indemnity.** The Maker agrees to indemnify and hold the Payee harmless from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses of any kind and nature whatsoever (including attorneys’ fees and disbursements and other costs of investigation or defense) that may be instituted or asserted against or incurred by the Payee as the result of credit having been extended, suspended or terminated under this Note or with respect to the execution, delivery, enforcement, performance and administration of, or in any other way arising out of or relating to, this Note or the transactions referred to herein and any actions or omissions with respect to any of the foregoing.

12. **Replacement of Note.** If the Payee of record loses this Note, the Maker shall issue an identical replacement Note to the Payee upon the Payee’s delivery to the Maker of an executed lost note affidavit stating the facts surrounding such loss of this Note and an executed indemnity agreement indemnifying and holding harmless the Maker against any losses incurred or liabilities suffered by the Maker or claims against the Maker by any other holders or transferees of this Note related to or from the issuance of the replacement Note by the Maker, which lost note affidavit and indemnity agreement shall be in a form reasonably satisfactory to the Maker.

13. **Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.

14. **Notices.** Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery or (iv) sent by facsimile or (v) to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

EUDA Health Holdings Limited
Clarence Thomas Building,
P.O. Box 4649
Road Town Tortola
British Virgin Islands
Attn: Dr. Kelvin Chen

If to Guarantor:

EUDA Health Limited
1 Pemimpin Drive #12-07
One Pemimpin
Singapore 576151
Attn: Dr. Kelvin Chen

If to Payee:

[NAME]
[ADDRESS]

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a facsimile transmission confirmation, (iii) the date reflected on a signed delivery receipt, or (iv) two (2) Business Days following tender of delivery or dispatch by express mail or delivery service.

15. **Construction.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF SINGAPORE, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF.

16. **Jurisdiction.** Each of the Parties irrevocably and unconditionally (i) agrees that any legal suit, action or proceeding brought by any Party or Payee arising out of, based upon, or in any way relating to this Note or the transactions contemplated hereby shall be brought in Courts of Singapore, (ii) waives, to the fullest extent he, she or it may effectively do so, any objection to the laying of venue of any such proceeding brought in such Court, any claim that any such action or proceeding brought in such Court has been brought in an inconvenient forum, and any right to seek the transfer of such action or proceeding to another Court, and (iii) submits to the exclusive jurisdiction of the such Court with respect to any such suit, action or proceeding.

17. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of the Payee.

19. **Assignment.** No assignment or transfer of this Note or any rights or obligations hereunder may be made by Maker (by operation of law or otherwise) without the prior written consent of Payee and any attempted assignment without the required consent shall be void. Payee may assign this Note and its rights hereunder at any time without the consent of the Maker, subject to Section 3. The terms and conditions of this Note shall inure to the benefit of, and be binding upon the successors and assigns of the respective parties.

20. **Miscellaneous.** The Maker hereby expressly waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest and any other formality.

21. **Further Assurance.** The Maker shall, at its own cost and expense, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the Payee may from time to time require as may be necessary to give full effect to this Note.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed on the day and year first above written.

EUDA HEALTH HOLDINGS LIMITED

By: _____

Name: Wei Wen (Kelvin) Chen

Title: Chief Executive Officer

For the purpose of Section 9 as the Guarantor:

EUDA Health Limited

By: _____

Name: Wei Wen (Kelvin) Chen

Title: Chief Executive Officer

[Signature Page to Promissory Note]

[●], 202[●]

EUDA Health Holdings Limited
1 Pemimpin Drive #12-07
One Pemimpin Singapore 576151

Ladies and Gentlemen:

Reference is made to the convertible promissory note (the “*Note*”) issued by EUDA Health Holdings Limited (“*EUDA*”) to [●] (the “*Payee*”) dated [●], 2024. Capitalized terms used herein but not otherwise defined shall have the same meaning as such capitalized terms have in the Note.

Pursuant to Section 3 of the Note, the Payee is entitled to convert part or all of the amounts due under the Note, into ordinary shares of EUDA at a fixed conversion price of \$1.27 per ordinary share. By the signature below, the Payee is hereby providing EUDA with notice of its election to convert \$[●] due under the Note into the Conversion Shares.

Please let us know if you have any questions.

Thank you,

Payee

By: _____
Name: [_____]
