
**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 June 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.

Departure of Chief Financial Officer

Mr. Steven Sobak's employment agreement to serve as the chief financial officer for EUDA Health Holdings Limited ("EUDA" or the "Company") had a two-year term that ended on February 29, 2024. However, the Company and Mr. Sobak agreed to extend the term until (i) a qualified replacement is found, or (ii) June 30, 2024, whichever comes earlier. Effective June 17, 2024, Mr. Sobak retired from all his positions at the Company. Mr. Sobak's departure from the Company is not due to any disagreement with the Company.

Appointment of New Chief Financial Officer

Effective June 17, 2024, Mr. William Tan Yew Chee ("Mr. Tan") as the Company's new Chief Financial Officer. Pursuant to an employment agreement dated June 17, 2024 between Mr. Tan and the Company, the Company has agreed to pay Mr. Tan SGD\$6,000 per month. Mr. Tan's employment agreement also contains certain non-compete and non-solicitation provisions. A copy of the Mr. Tan's employment agreement is attached as Exhibit 10.1. The foregoing summary of the terms of Mr. Tan's employment is subject to, and qualified in its entirety by, such document.

Mr. Tan has over thirty years of experience in accounting and finance. Since 2008 and until January 2023, Mr. Tan was the Chief Financial Officer of Sinostar PEC Holdings Limited. He was the Chief Financial Officer of SNF Corporation Ltd (2007), Group Financial Controller of Unidux Electronics Ltd (2005-2007), and Financial Controller of Nixvue Systems Pte Ltd (2001 to 2005). Mr. Tan has been a non-executive independent director of Unusual Limited since 2017, and was a non-executive independent director of China Sky Chemical Fibre Co. Ltd. (2012 to 2015). All these companies are listed on the Singapore Stock Exchange.

Mr. Tan is a non-practicing member of the Institute of Singapore Chartered Accountants and a fellow of the Association of Certified Chartered Accountants (UK).

There is no family relationship between Mr. Tan and any other executive officer or director of the Company. There have been no related party transactions that would require disclosure under Item 404(a) of Regulation S-K under the Exchange Act, and none are currently proposed between or among Mr. Tan, the Company, its executive officer, director, promoter or control person.

Exhibits

10.1 [Agreement, dated June 17, 2024, between EUDA Health Pte Ltd and Tan Yew Chee William.](#)

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 25, 2024

EUDA Health Holdings Limited

By: /s/ Wei Wen Kelvin Chen

Name: Wei Wen Kelvin Chen

Title: Chief Executive Officer



AGREEMENT

THIS AGREEMENT is made on the 17th day of June 2024.

BETWEEN

- (1) **EUDA HEALTH PTE. LTD.** (UEN No. 202320730R), a company incorporated in Singapore and having its office at 1 Pemimpin Drive #12-06, One Pemimpin, Singapore 576151 ("the Company"); and
- (2) **TAN YEW CHEE WILLIAM** (NRIC No. S1805865J) of 273C Compassvale Link, #14-166, Singapore 543273 (hereinafter referred to as the "Executive").

WHEREBY IT IS AGREED as follows:

INTERPRETATION

1. In this Agreement (including the Schedules):
 - (a) each of the following expressions has the meaning shown opposite it:

"Director"	a director at any given time of the Company
"Board"	the board of directors of the Company
"Effective Date"	17 th June 2024
"Employment"	the employment established by this Agreement
"Industry"	any industry that the Company is engaged or involved in during the Employment
"Group Company"	any of (i) the Company, (ii) any holding company for the time being of the Company and (iii) any subsidiary for the time being of the Company
"Shares"	shares of the Company
"Territory"	all member countries of ASEAN
 - (b) clause headings are for ease of reference only.

EMPLOYMENT

- 2.1 **Employment:** The Company shall employ the Executive and the Executive shall serve the Company as the Chief Financial Officer. The Employment shall commence on the Effective Date and shall continue until the termination pursuant to Clauses 7.1 or 7.2 herein.

DUTIES AND PERFORMANCE

- 3.1 **Duties:** The Executive shall perform such duties and undertake such responsibilities, as may from time to time, be assigned to him by or under the authority of the Board and shall comply with all reasonable directions made by or under the authority of the Board.

- 3.2 **Performance:** During the Employment, the Executive shall well and faithfully serve the Company and use his utmost endeavours to promote its interests, and shall devote the whole of his time, attention and abilities to its affairs.
- 3.3 **Company's Interest:** The Executive undertakes to refrain from any action, commission or omission that may damage the reputation or business of the Company while in the employ of the Company.

REMUNERATION

- 4.1 **Rate:** The Executive's salary during the Employment shall be at the rate of S\$6,000.00 per month payable on the last day of each month. The salary shall be deemed to accrue from day to day. The Company reserves the right to deduct from the Executive's salary and/or bonus (if any) any amount as may be required by law. The Executive's salary shall be reviewed annually.
- 4.2 **Bonus:** The Executive may, at the sole discretion of the Board, for any financial year receive such bonus as the Board, in its sole discretion, think appropriate.

RENEWAL

- 5.1 [DELETED]

HOURS OF WORK, HOLIDAYS AND ABSENCE DUE TO SICKNESS

- 6.1 **Hours:**
Monday to Friday 9.00am to 6.00pm with a 1-hour lunch break.

Due to the nature of the Company's business, flexibility in working hours is essential and the Executive may be required to work such further hours as are considered necessary to meet business demands.
- 6.2 **Annual leave:** The Executive shall be entitled in each full calendar year during the Employment to fourteen (14) working days leave (pro rata for any part calendar year) with full salary (in addition to statutory holidays) to be taken at such reasonable time as may be approved by the Board. Annual leave shall be taken in the interest of efficiency of the Company and the Executive, and may, with the written approval of the Company, be accumulated up to a maximum of five (5) days and carried forward into the next period of entitlement. All carryover leave must be utilised by March 31 of the following year and any unused leave will be treated as forfeited.
- 6.3 **Absence due to sickness:** Subject to the Executive being entitled to be paid during any period of absence from work due to a sickness or injury up to a maximum of fourteen (14) days (except in the case where hospitalisation is necessary, then, up to a maximum of sixty (60) days), the Executive shall not be entitled to be paid during any period during which she has been absent without leave.

TERMINATION

- 7.1 **By Company with cause:** Notwithstanding the other provisions of this Agreement, the Company may terminate the Employment forthwith (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to the Executive's continuing obligations under clauses 7.3, 8.1 and as set out in Schedule 1) in any of the following cases:

- (a) if the Executive is guilty of dishonesty or serious or persistent misconduct, in all cases whether or not in connection with or referable to the Employment; or
 - (b) if the Executive becomes bankrupt or has a receiving order made against her or makes any general composition with her creditors; or
 - (c) if the Executive does any act or thing which may bring serious discredit on the Company or any other Group Company; or
 - (d) if the Executive neglects or refuses, without reasonable cause, to attend to the business of the Company; or
 - (e) if the Executive flagrantly or persistently fails to observe and perform any of the duties and responsibilities imposed by this Agreement or which are imposed by law; or
 - (f) if the Executive is in the opinion of the Board incompetent in the performance of his duties; or
 - (g) if the Executive otherwise acts in breach of this Agreement so as to materially prejudice the business of the Company; or
 - (h) if the Executive suffers from any disability or mental incapacity.
- 7.2 **By Company without cause:** Notwithstanding the other provisions of this Agreement, the Company or the Executive may terminate the Employment by giving the other party three (3) months' notice in writing or three (3) months' salary in lieu of such notice. Such termination is without prejudice to the rights and remedies of the Company for any breach of this Agreement and to the Executive's continuing obligations under clauses 7.3, 8.1 and as set out in Schedule 1.
- 7.3 **Obligations upon termination:** Upon the termination of this Agreement howsoever arising the Executive shall:
- (a) at any time or from time to time thereafter upon the request of the Company, resign without claim for compensation from all subsidiaries and other corporations of which she is a director by virtue of being nominated by the Company or her position in the Company, and should she fail to do so the Company is hereby irrevocably authorised to appoint some person in her name and on her behalf to sign and do any documents or things necessary or requisite to give effect thereto; and
 - (b) within three (3) days, deliver to the Board of Directors documents (including correspondence, lists of clients or customers, notes, memoranda, plans and other documents of whatsoever nature) made or compiled by or delivered to the Executive during his employment hereunder and concerning the business, finances or affairs of the Company. For the avoidance of doubt, it is hereby declared that the property and all such documents as aforesaid shall at all times be vested in the Company.
- 7.4 **No holding out:** The Executive shall not, at any time after termination of the Employment for whatever reason, represent himself as being in any way connected with the business of the Company or any other Group Company.

ACTIVITIES OF EXECUTIVE


- 8.1 **Obligations:** the Executive shall observe and be subject to the terms, conditions and restrictions relating to his activities set out in Schedule 1 attached.
- 8.2 **Restrictions:** the Executive acknowledges and agrees that:

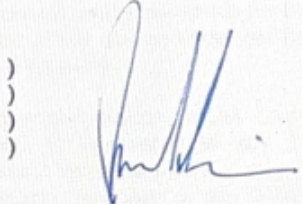
- (a) each of the paragraphs of Schedule 1 constitutes an entirely separate and independent restriction on him;
- (b) the duration, extent and application of each of the restrictions are no greater than is necessary for the protection of the interests of the Company; and
- (c) if any such restriction shall be adjudged by any court of competent jurisdiction to be void or unenforceable as going beyond what is reasonable in the circumstances for the protection of the interests of the Company but would be valid if a part of the wording thereof was deleted and/or the period thereof was reduced and/or the area dealt with thereby was reduced the said restriction shall apply within the jurisdiction of that court with such modifications as may be necessary to make it valid and effective.

MISCELLANEOUS

- 9.1 **Entire agreement:** This Agreement (including the Schedules) contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements or correspondence or understanding, express or implied, oral or written.
- 9.2 **Invalidity of any provision:** The various provisions of this Agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 9.3 **Notices:** Any notice to be given hereunder to the Executive may be served by hand to him personally or by being sent by post to him at his usual or last known address; and any notice to be given to the Company may be served by being left at or sent by post to its registered office for the time being. Any notice served by post shall be deemed to have been served on the day (excluding Sundays and statutory holidays) next following the date of posting and in proving such service it shall be sufficient proof that the envelope containing the notice was properly addressed and posted as a prepaid letter by recorded delivery first class post.
- 9.4 **Governing law:** This Agreement is governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and date first abovewritten.

Signed by **Tan Yew Chee William**
in the presence of:) 

Signed by **Lim Alfred**
for and on behalf of
EUDA Health Pte. Ltd.
in the presence of:) 

SCHEDULE 1

1. During the period of the Employment, the Executive shall not (without the Company's prior written consent) be:
 - (a) directly or indirectly engaged or interested in any capacity or in any other business, trade or occupation whatsoever, except as disclosed or declared in writing to the Company prior to the date hereof; or
 - (b) directly or indirectly engaged or interested in any capacity whatsoever (whether as principal, servant, agent, consultant or otherwise) in any business or trade within the Industry in the Territory.
2. The Executive shall keep secret and shall not at any time (whether during or after her Employment and for whatever reason) use for her own or another's advantage, or reveal to any person, firm or company, any of the trade secrets, business methods or information which the Executive knew or ought reasonably to have known to be confidential concerning the Company or any Group Company including, but not limited to, the business or affairs of the Company or any Group Company so far as they shall have come to his knowledge during the Employment. The restriction contained in this paragraph 2 shall not apply:
 - (a) to any disclosure or use authorised by the Board or required by law or the Employment; or
 - (b) so as to prevent the Executive from using her own personal skill in any business in which she may be lawfully engaged (subject to paragraph 5 of this Schedule) after the Employment is terminated; or
 - (c) to any trade secrets, business methods of information which may lawfully have come into the public domain.
3. The Executive shall at all times observe any generally accepted standards of professional conduct for the Industry and related industries in the Territory and shall comply with any directives in this regard (including any compliance manuals) as may be issued by the Company or the relevant authorities from time to time.
4. The Executive shall not at any time and for whatever reason endeavour (whether on her own account or for any other person, firm or company) to entice away any employee of the Company from the Company.
5. For a period of one (1) year after termination of the Employment for whatever reason, the Executive shall not (without the previous consent in writing of the Board and whether on her own account or for any other person, firm or company) solicit or endeavour to entice away from the Company or any other Group Company any person, firm or company who are or which in the preceding two years shall have been a customer of or in the habit of dealing with the Company or any other Group Company.
6. The Executive undertakes to unconditionally compensate the Company for any damages that may arise from breach of any part of the above undertakings as assessed by an independent arbitrator to be appointed by the Company.
7. For a period of one (1) year after termination of the Employment for whatever reason the Executive shall not be engaged or interested in any capacity whatsoever (whether as principal, servant, agent, consultant or otherwise) in any business or trade in the Territory which is in direct competition with the Company or any Group Company.