

DATED THIS 22 DAY OF SEPTEMBER 2017

BETWEEN

AMAZANA GRATIA PTE LTD
(Company Registration No. 200415868M)

AND

JOE GREEN PTE LTD
(Company Registration No. 200613764H)

TERMINATION DEED

THIS TERMINATION DEED ("Deed") is made this 22 day of September 2017 between:-

- (1) **AMAZANA GRATIA PTE LTD** (Company Registration No. 200415868M) with its registered address at 19 Jalan Jelita Singapore 278343 ("**Licensor**"); and
- (2) **JOE GREEN PTE. LTD.** (Company Registration No. 200613764H) with its registered address at 50 Macpherson Road, #02-00 Amazana Building Singapore 348471 (the "**Licensee**").

(each a "**Party**" and collectively, the "**Parties**").

WHEREAS:-

- A. The Parties had, on 28 March 2017, entered into trademark licensing deed ("**Trademark Licensing Deed**"), pursuant to which the Licensor had agreed to grant an exclusive license to the Licensee for the right to use the Mark on the terms and conditions set out in the Trademark Licensing Deed, a copy of which is annexed hereto as **Annex A**.
- B. The Parties have agreed to the termination of the Trademark Licensing Deed in accordance with the terms and conditions of this Deed.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. DEFINED TERMS AND INTERPRETATION

- 1.1 All terms and references used in the Trademark Licensing Deed and which are defined or construed in the Trademark Licensing Deed but are not defined or construed in this Deed shall have the same meaning and construction in this Deed.
- 1.2 References in this Deed to Annexes, Recitals, Clauses and Schedules are to the annexes, recitals, clauses and schedules to this Deed.
- 1.3 The headings in this Deed are for convenience only and shall not affect the interpretation hereof.
- 1.4 In this Deed, except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders; and words denoting persons include firms and corporations and vice versa.

2. TERMINATION OF THE TRADEMARK LICENSING DEED

Upon the execution of this Deed, the Parties hereby agree that with effect from the date of this Deed, the Trademark Licensing Deed shall (notwithstanding anything to the contrary contained in the Trademark Licensing Deed) be terminated, rescinded, null and void and of no further effect, pursuant to the terms and conditions herein contained, and neither Party shall have any claims nor liability against the other for any matter arising from the Trademark Licensing Deed.

3. MISCELLANEOUS

- 3.1 This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts and each such counterpart shall constitute an original of this Deed but all of which together constitute one and the same instrument. This Deed shall not be effective until each Party has executed at least one counterpart.
- 3.2 Neither Party may assign or transfer all or any of its rights or obligations under this Deed or dispose of any right or interest in this Deed without the prior written consent of the other Party.
- 3.3 This Deed is governed by and is to be construed under the laws in force in Singapore
- 3.4 Each Party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Singapore in respect of any proceedings arising out of or in connection with this Deed.
- 3.5 Where there is any inconsistency between the terms of this Deed and the Trademark Licensing Deed, the terms of this Deed shall prevail.
- 3.6 The illegality, invalidity or unenforceability of any provision of this Deed under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 3.7 No failure on the part of any Party to exercise, and no delay on its part in exercising any right or remedy under this Deed will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

3.8 Any notice, communication or demand required to be given, made or served for any purpose of this Deed shall be given, made or served by delivering the same:

If to the Licensor: **AMAZANA GRATIA PTE LTD**
19 Jalan Jelita
Singapore 278343
Email: bw@ataragallery.com
Attention: Boediman Widjaja

If to the Licensee: **JOE GREEN PTE. LTD.**
50 Macpherson Road #07-00 Amazana Building
Singapore 348471
Email: cindy.lim@joegreenpanel.com
Attention: Insinirawati Limarto

or (in each case) to such other address or electronic mail address as the relevant Party may have notified to the others in writing in accordance with this Clause.

Any notice may be delivered by hand or sent by electronic mail (provided that a confirmatory hard copy is delivered by hand, posted by prepaid ordinary mail or by courier no later than one (1) Business Day after the electronic mail) or prepaid registered post or registered airmail in the case of international service. Without prejudice to the foregoing, any notice shall conclusively be deemed to have been received upon the receipt by the sender of the confirmation note indicating that the notice or communication has been sent in full to the recipient's electronic mail address, if sent by electronic mail or ten (10) Business Days from the time of posting, if sent by airmail, or at the time of delivery, if delivered by hand.

3.9 Time wherever mentioned herein, shall be of the essence of this Deed.

3.10 Each Party shall bear his own costs of and incidental to the preparation, execution and performance of this Deed.

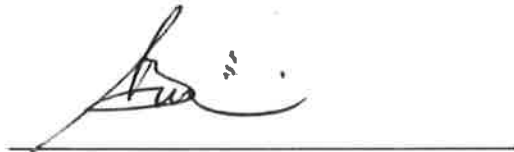
3.11 This Deed shall be binding on the permitted assigns and successor in title of the Parties hereto.

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IN WITNESS WHEREOF the Parties hereto have executed this Deed on the date as set out above.

THE LICENSOR

The Common Seal of)
AMAZANA GRATIA PTE LTD.)
Is hereby affixed in the presence of:)



Director

Name: Boediman Widjaja



Director/Secretary

Name: Insinirawati Limarto

THE LICENSEE

The Common Seal of)
JOE GREEN PTE LTD.)
Is hereby affixed in the presence of:)



Director

Name: Boediman Widjaya



Director/Secretary

Name: Insinirawati Limarto

Annex A
TRADEMARK LICENSING DEED