

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): **October 22, 2025**

TREASURE GLOBAL INC

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of Incorporation)

001-41476

(Commission File Number)

36-4965082

(IRS Employer
Identification Number)

276 5th Avenue, Suite 704 #739

New York, New York

(Address of registrant's principal executive office)

10001

(Zip code)

+6012 643 7688

(Registrant's telephone number, including area code)

Not Applicable

(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 (see General Instruction A.2. below):

- ☐ 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
Common Stock, par value \$0.00001 per share	TGL	The 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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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

On October 22, 2025, the board of directors (the “Board”) of Treasure Global Inc (the “Company”) appointed Chong Chan “Sam” Teo, as the executive director of the Board, effective October 22, 2025. Chong Chan “Sam” Teo previously served as the Company’s Chief Executive Officer. After a period of personal pursuit, he has been invited to rejoin the Company as Head of Operations and to assume a leadership role at the Board level as Executive Director to strengthen governance and provide strategic guidance as the Company advances its growth and profitability initiatives.

In addition, Mr. Teo and the Company have entered into an executive employment agreement (the “Employment Agreement”), pursuant to which Mr. Teo is entitled to receive a total of \$120,000 worth of shares of common stock of the Company on an annual basis, issued prorated on a monthly basis, calculated based on the Volume Weighted Average Price (VWAP) of the Company’s shares for the respective month of issuance.

Mr. Teo is an experienced corporate strategist who has contributed to building high-performance teams through implementation of organizational innovation within multiple companies operating in the fintech and e-commerce fields.

Prior to his current role, Mr. Teo served as Chief Operations Officer of the Company from July 2020 to June 2021, where he led sales and strategic business development. From March 2020 to June 2021, he was the Chief Executive Officer of ZCITY, leading strategic and tactical planning, forecasting, capital budgeting, and financial cost controls. Prior to that, Mr. Teo served as Director of Business Development of ZCITY from May 2018 to February 2020, and as Managing Director of Modes Cube Sdn Bhd from May 2016 to April 2018.

Mr. Teo earned a Bachelor’s degree in Quantity Surveying from Sheffield Hallam University in 2006 and a Diploma in Quantity Surveying from Tunku Abdul Rahman College in 2004.

On October 22, 2025, the Board appointed Y. Bhg. Datin Nurfatina Binti Mufti, aged 37, as the Company’s Independent Director, effective October 22, 2025. Datin Nurfatina brings more than fifteen years of experience in the construction, retail, and food & beverage sectors. Her appointment reflects the Company’s focus on strengthening its operational leadership, domestic expansion, and supply-chain capabilities.

From 2006 to 2012, Datin Nurfatina served as a Quantity Surveyor for several Malaysian construction firms, overseeing project cost control, procurement, and contract administration for residential and commercial projects. In 2012, she founded and managed a construction contracting company, where she was responsible for materials sourcing, manpower coordination, and timely project execution. In 2016, Datin Nurfatina ventured into the food and beverage retail industry, establishing and operating a café business that later grew into a diversified portfolio. She subsequently founded Kampung Fresh Market Sdn. Bhd., a grocery and fresh-food retail company specializing in seafood sourced directly from local jetties and premium household groceries. Under her leadership, Kampung Fresh Market expanded to multiple outlets across Selangor, including Setia Alam, Eco Majestic (Semenyih), Cybersouth, and Denai Alam.

To support this expansion, she established a central warehouse and distribution hub that supplies produce and goods to other retail chains, hypermarkets, and restaurants locally and internationally. Datin Nurfatin also spearheaded the Company's diversification into manufacturing and export, focusing on ready-to-eat meals, sambal condiments, and snack products, as well as OEM manufacturing and private-label partnerships.

Datin Nurfatin holds a Diploma and Bachelor's Degree in Quantity Surveying from Universiti Teknologi MARA (UiTM) Shah Alam, a Master's Degree in Facilities Management, and is presently pursuing a Doctor of Philosophy (Ph.D.) in Facilities Management at UiTM.

Datin Nurfatin entered into a letter agreement (the "Letter Agreement") with the Company, pursuant to which she was appointed as Independent Director of the Company. Datin Nurfatin is entitled to receive a basic monthly salary of RM3,000.00. In addition, Datin Nurfatin is also entitled to reimbursement for reasonable expenses incurred in the performance of her duties, in accordance with the Company's policies.

The foregoing summary of the Employment Agreement and the Letter Agreement does not purport to be complete and is subject to, and qualified in its entirety by, forms of which is attached as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Form of Executive Employment Agreement
10.2	Form of Letter of Appointment for A Non-Executive Director
104	Cover Page Interactive Data File (embedded with 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.

Date: October 28, 2025

TREASURE GLOBAL INC.

By: /s/ Carlson Thow

Name: Carlson Thow

Title: Chief Executive Officer

EXECUTIVE EMPLOYMENT AGREEMENT

between

TREASURE GLOBAL INC.

and

TEO CHONG CHAN

DATED 2025

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the “**Agreement**”) is dated 2025 and effective on (the “**Effective Date**”)

BETWEEN:

- (1) Treasure Global Inc. (Registration No.: 7908921), incorporated in the State of Delaware, with its registered business address at 276 5th Avenue Suit, 704, #739 New York, NY10001 (the “**Company**”) on the first part;

AND

- (2) Teo Chong Chan (NRIC.: 830616-06-5113), of No. 73 Jalan USJ13/4, 47620 Subang Jaya, Selangor (the “**Executive**”) of the other part,
(hereinafter jointly referred to as the “**Parties**” and, individually, as a “**Party**”).

RECITALS

- A. The Board of the Company has approved and appointed the Executive as the Executive Director of the Company.
B. The Company desires to enter into a formal agreement with the Executive to set forth the terms and conditions governing the Executive’s employment.

NOW THEREFORE, in consideration of the recitals and mutual agreements herein set forth, the Company and the Executive agree as follows:-

1. DEFINITIONS AND INTERPRETATION

In this Agreement, including without limitation the recitals and the schedules, unless the context otherwise requires:

- 1.1 the following expressions shall have the meaning set out against them:

“ Agreement ”	:	means this Executive Employment Agreement;
“ Appointment ”	:	Means the appointment of the Executive as Executive Director of the Company as provided under Clause 2;
“ Board ”	:	means the board of directors for the time being of the Company or the directors present at any meeting of the Board duly convened and held; and

“Confidential Information” : means all information which the Company owns or is licensed to use and which it is entitled to protect against unrestricted disclosure to others, which is understood as being confidential in nature including but not limited to trade secrets, client/customers lists, drawing, know-how techniques, business and marketing plans, projections, arrangements and agreements with third parties and the Company, the financial affairs of the Company’s business, details of the Company’s clients and customers, any information proprietary to such clients or customers, formulae, concepts not reduced to material form, designs, plans and models;

- 1.2 where two (2) or more persons or parties are included or comprised in any expression, agreement, covenant, term, stipulation, representation, warranty and/or undertaking expressed to be made by or on the part of such persons or parties, the aforementioned shall be deemed to be made by and binding upon and enforceable against such persons or parties jointly and severally (unless otherwise expressly specified herein);
- 1.3 references to Clauses, Recitals and Schedules are to clauses, recitals, appendices and schedules to this Agreement and shall form an integral part of this Agreement;
- 1.4 the headings are for convenience only and shall not affect the interpretation hereof;
- 1.5 unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular;
- 1.6 reference to “business day” means a day except a Saturday, Sunday or public holiday (gazetted or ungazetted and whether scheduled or unscheduled) on which banks and financial institutions are open for business in Kuala Lumpur, Malaysia; and
- 1.7 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. EMPLOYMENT

- 2.1 The Company hereby employs the Executive, and the Executive accepts the employment as Executive Director of the Company. As the Company’s Executive Director, the Executive shall render such services to the Company as are customarily rendered by the Executive Director of comparable companies and as required by the articles or by-laws of the Company.

3. TERM AND RENEWAL

- 3.1. The term of this Agreement shall commence on the date first written above (the “**Effective Date**”) and end on the first anniversary of the Effective Date, subject to the termination as provided in Clause 6 below. The Term shall automatically renew for an indefinite period unless otherwise no later than one hundred twenty (120) days prior to the end of the applicable Term either Party gives written notice of non-renewal (hereinafter referred to as “the Notice of Non-Renewal”) to the other Party, in which case Executive’s employment will terminate at the end of the then applicable Term, subject to termination as provided in Clause 6 below.
-

4. EXECUTIVE'S DUTIES AND BASIC OBLIGATION

- 4.1 The Executive shall during the Term of this Agreement use his best endeavours to carry out his duties and to protect and promote the interest of the Company.
- 4.2 The Executive shall:
- (a) devote his time, attention and skill to the discharge of the duties of his office as Executive Director of the Company;
 - (b) faithfully and diligently perform such duties and exercise such powers as are consistent with his office;
 - (c) in the discharge of such duties and in the exercise of such powers observe and comply with all lawful resolutions, regulation and discretion from time to time made or given by the Board;
 - (d) serve along as a member of the senior leadership team with the CEO, COO, CFO, CTO and VP;
 - (e) working closely and supporting CEO in part of the major corporate and strategic decisions, direct the company's overall growth, ensuring execution throughout the organization, by leveraging complementary strengths of each other;

5. COMPENSATIONS AND BENEFITS

- 5.1 Unless otherwise agreed by Parties in writing, the Executive shall be entitled to the compensations and the benefits as stipulated hereunder in Schedule 1 during the Appointment.

6. TERMINATION OF THE APPOINTMENT

- 6.1 Either Party may terminate this Agreement by giving the other not less than **one hundred twenty (120) days'** prior written notice of such termination. The Company may at its sole and absolute discretion pay a proportionate amount of Salary (as hereinafter defined) in lieu of any required period of notice.
- 6.2 Without prejudicing and in addition to any other provision of this Agreement, the Company shall be entitled to terminate the Appointment by **one (1) month's notice in writing** given at any time if the Executive shall have been incapacitated or prevented by reason of ill health injury or accident from performing his duties hereunder for a period of or periods aggregating 90 days in 12 months preceding the giving of such notice.
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7. RESTRICTIVE COVENANTS

- 7.1 The Executive hereby agrees undertakes and warrants that, during the Appointment and for a period of 6 months thereafter, he shall not be (unless with the approval of Board), either alone or in association or partnership with or as an employee, principal, agent, director, manager, member, shareholder, unit-holder, beneficiary or trustee of, as a consultant or adviser to any person or otherwise, or directly or indirectly engaged or concerned with or interested in any other business which is in any respect in competition with or similar to any part of the business carried out by the Company.
- 7.2 The Executive further agrees, undertakes and warrants that during the Term of his employment, he shall not:
- (a) solicit or entice or endeavour to solicit or entice away from the Company any director, manager or employee of any such Company whether or not such person would commit any breach of his contract of employment by reason of leaving the service of such Company;
 - (b) in competition with the Company seek, endeavour to entice away or solicit business from any person, firm, company, organization, concern, undertaking, body corporate to whom the Company at any time during the Appointment made a pitch or presentation or an offer or request to provide services;
 - (c) seek or accept employment with or engagement by or otherwise perform services for on engage in business with or be in any way interested in or connected with any parties that would be in competition with the Company;
 - (d) interfere or seek to interfere with or make arrangement which have the effect of harming contractual or other trade relations between the Company and any other third parties;
 - (e) communicate to any person, concern, undertaking, firm or body corporate orally or in writing anything which is intended to or which will or may damage the reputation of the Company whether directly or indirectly and whether on his own behalf or with for or on behalf of any other person, concern, undertaking, firm or body corporate; or
 - (f) With respect to any Confidential Information disclosed to the Executive or to which the Executive has access, the Executive shall maintain strict confidence, either during or after the termination of the Appointment without limit in point of time and shall not deal with the same in any other manner except as authorised or required by the duties herein provided.
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- 7.3 The foregoing restrictions on the Executive's right to use and disclose Confidential Information shall not apply to any Confidential Information which:
- (a) is or becomes public knowledge other than through the fault of the Executive;
 - (b) the Executive received the express written approval of the Company to use or disclose to the extent and in the manner permitted by the Company; or
 - (c) the Executive is required to disclose pursuant to the lawful requirement or request of a governmental agency having jurisdiction over it, provided that, the Executive shall give the Company notice of same as soon as practicable.
- 7.4 Whilst the restrictions contained in this Clause are considered by the Parties to be reasonable in all circumstances it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interest of the Company but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 8.2 Any dispute arising from, out of or in connection with this Agreement shall be settled through friendly consultation between the Parties. Such consultations shall begin immediately after one Party has delivered to the other Party a written request for such consultations.
- 8.3 The courts of Malaysia shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

9. PREVIOUS AGREEMENT

- 9.1 This Agreement shall be in substitution for any previous contracts, agreements, arrangements or understandings between the Company and the Executive concerning or relating to the provisions of services by the Executive (whether as employee or consultant or otherwise) and any such contracts, agreements, arrangements or understandings are hereby terminated.
-

10. NOTICES

- 10.1 All correspondence or notices required or permitted to be given under this Agreement shall be given in English and sent by mail, telefax, electronic mail or delivered by hand at the following addresses:

If to the Company:

Company Name : TREASURE GLOBAL INC. (Company No.7908921)
Service Address : 276, 5th Avenue Suit 704,
#739 New York, NY10001
Email : Carlson.thow@treasuregroup.org
Attention : Carlson Thow

OR

If to the Executive:

Name : TEO CHONG CHAN
Service Address : No. 73, Jalan USJ 13/4,
47620 Subang Jaya, Selangor
Email :
Attention : Sam Teo

or such other address, email address or telefax number as either Party may designate to the other Party in writing.

11. AMENDMENT

- 11.1 This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by or on behalf of the Parties hereto.

12. SEVERABILITY

- 12.1 Any provision of this Agreement which is prohibited by or is unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required such law, be severed from this Agreement and rendered ineffective so far as possible without modifying the remaining provisions of this Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the Parties to the fullest extent permitted by such law to the intent that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.
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13. FORCE MAJEURE

- 13.1. Neither Party shall incur liability of any kind or nature whatsoever in relation to the other Party in the event of a failure to perform any of its obligations hereunder directly or indirectly caused by circumstances beyond the relevant Party's reasonable control, such as war or war-like activities, government orders, riots, civil commotion, strike, lock-out or similar actions, an act of God, peril of the sea or any other similar cause.

14. MISCELLANEOUS

- 14.1. None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties for any purpose.
- 14.2. Upon termination of this Agreement, the Executive shall surrender to the Company any and all books, records, documents, Confidential Information and other property in the possession or control of the Executive relating to this Agreement and to the business, finance, technology, trademark or affairs of the Company and its subsidiaries, and except as required by law, shall not retain any copies of the same.
- 14.3. No term of this Agreement is enforceable by a person who is not a Party to it.
- 14.4. Time is of the essence of this Agreement.
- 14.5. The failure of either party to enforce any term of this Agreement shall not act as a waiver. Any waiver must be specifically stated as such in writing.
- 14.6. In the event there is any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Company's subsidiary Letter of Offer, Employment Letter or Letter of Appointment, the terms and conditions of this Agreement shall prevail.
- 14.7. This Agreement shall be binding upon and inure to the benefit of the assign and successor-in-title of the Company and/or the Executive. The Executive shall not assign his rights, liabilities and remedies under this Agreement to any person without prior written consent of the Company.
- 14.8. This Agreement may be executed in one or more signed counterparts, facsimile or otherwise, which shall together form one instrument. Subject to compliance of the relevant written laws, Parties agree that either or both Parties may execute this Agreement by way of electronic signature or digital signature.

[the rest of this page is intentionally left blank]

IN WITNESS WHEREOF this AGREEMENT has been signed as and on behalf of each of the Parties hereto and delivered on the date first above written.

COMPANY

Signed for and on behalf of)
Treasure Global Inc)
(Company No. 7908921))
in the presence of)
)



.....
* Witness/Signatory

Name (in full):

NRIC/Passport No.:

**strikeout whichever is not applicable*

.....
Signatory

Name (in full): Carlson Thow

NRIC/Passport No.:

AND

EXECUTIVE

Signed for or on behalf of)
TOE CHONG CHAN)
(NRIC: 830616-06-5113))
in the presence of:)
)

.....
* Witness/Signatory

Name (in full):

NRIC/Passport No.:

** strikeout whichever is not applicable*

Schedule 1

EXECUTIVE'S COMPENSATION AND BENEFITS

1.	Salary (per month):	As per your Letter of Offer dated 23rd September 2025
2.	Equity Compensation	In consideration to your appointment as Executive Director of the Company, the Company agree that you shall be entitled an additional equity compensation valued at US\$120,000.00 per annum. The number of shares to be issued shall be determined based on the Volume Weighted Average Price (VWAP) of the Company's share for the relevant period of issuance. The equity compensation shall be computed on a pro-rated monthly basis however, the Company shall retain the absolute right and discretion to determine the timing and manner of any issuance, and may issue the said share at any time and from time to time as the Company deems fit.
3.	Equity Incentive Plan	As per your Letter of Offer dated 23 rd September 2025

[End of Schedule 1]



+603 7717 3089

<https://treasureglobal.co>

The Malaysia Incorporated Office

BO3-C-13A, Menara 3A,
KL Eco City, No. 3 Jalan Bangsar,
59200 Kuala Lumpur

The USA Incorporated Office

276, 5th Avenue, Suite 704,
#739, 10001, New York, US

Date: 20th October 2025

PRIVATE & CONFIDENTIAL

DATIN NURFATIN BINTI MUFTI

(NRIC NO.: 880720-29-5168)

P/S 800, Kampung Gong Serapat,
16800 Pasir Puteh,
Kelantan

Dear Datin,

LETTER OF APPOINTMENT FOR A NON-EXECUTIVE DIRECTOR

We are pleased to appoint you via this letter of appointment ("**Agreement**") for the position as Non-Executive Director in Treasure Global Inc. (Company No.: 7908921) (hereinafter referred to as the "**Company**"), commencing from the date of approval by the Board of Directors of the Company ("**Commencement Date**") subject to the following terms and conditions:

1. Term

The term of this Agreement shall commence on the Commencement Date and shall continue until the earlier of the date on which Director ceases to be a member of the Board of Directors of the Company ("**Board**") for any reason or the date of termination or expiration of this Agreement in accordance with the provisions hereof ("**Term**").

2. Position and Duties

During the Term, you shall serve as the Non-Executive Director of the Company and shall have such powers and duties as may from time to time be prescribed by the Board of Directors, and which duties includes but not limited to:

- 2.1 participate in regularly scheduled and special Board and committee meetings so long as such meetings are noticed in accordance with the Company's Bylaws;
- 2.2 meet or otherwise confer with Company executives on an active and regular basis as reasonably requested by the CEO and/or Chairman of the Board, so long as such requests are noticed in no less than the same manner as required for a special meeting of the Board in accordance with the Company's Bylaws;
- 2.3 serve as a member of certain committees;
- 2.4 timely respond to reasonable time requests for consent, which consent may be withheld until the Director has been reasonably satisfied of the facts comprising such request as to make an informed reasonable decision regarding the subject matter thereof;
- 2.5 provide such other reasonable services, and perform such reasonable duties, as are customary and appropriate for Board members;
- 2.6 act as fiduciary in the service of the best interests of the Company and provide all information of yourself as the Company requires to satisfy its disclosure obligations as imposed under the applicable securities laws;
- 2.7 file timely with the U.S. Securities and Exchange Commission all reports and schedules required of you in your personal capacity by virtue of your relationship with the Company (including but not limited to Forms 3, 4 and 5 as contemplated by Section 16 (a) of the Securities Exchange Act of 1934).



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3. Compensation and Related Matters

3.1 Director's Fee

You will receive a monthly director's fee of RM3,000.00 (Ringgit Malaysia Three Thousand only), which will be paid to you by no later than the 7th day of the following month.

3.2 Expenses

You shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by you during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company.

4. Income Tax

- 4.1 You shall be solely responsible for the payment of all personal taxes and other governmental duties and levies payable in Malaysia and/or any other countries where this appointment requires you to file income tax, including tax payable on your earnings and any taxes arising out of benefits provide to you.
- 4.2 The Company may, in accordance with the tax laws of the country, deduct scheduler tax or withhold such portion of the sums due to you hereunder for the purposes of satisfying such tax liabilities.

5. Termination

- 5.1 Your appointment will continue until the date of the next annual general meeting of the Company's shareholders subject to earlier termination in accordance with the Company's Bylaws (the "**Bylaws**") or otherwise provided herein. Nothing in this Agreement shall be taken to exclude or vary the terms of the Articles which provide additional details regarding the governance of the Company and the Board of Directors ("**Board**").
- 5.2 Your status as a non-executive director of the Company may be terminated with or without cause, at any time by the vote of the shareholders of the Company (including any failure to elect you for an ensuing term at any annual general meeting of shareholders) in accordance with the Bylaws.
- 5.3 You are at liberty to resign from the Board at any time by notice in writing to the Company and the resignation has effect from the date the notice is received by the Company.
- 5.4 In the event you are or become disqualified from acting as a director under the Delaware law and/or any applicable laws of jurisdictions where the Company is listed, you shall resign forthwith as a director.
- 5.5 On termination of the Appointment, you shall at the request of the Company immediately resign (in writing) from the office of a non-executive director of both the Company and where applicable, any other office with a Group company and you irrevocably authorize the Company as your attorney in your name and on your behalf to sign all documents and do all things necessary to give effect to this.



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276, 5th Avenue, Suite 704,
#739, 10001, New York, US

5.6 Upon the termination of the Appointment, you shall:

- a) cease to be a director of the Company;
- b) cease to have any entitlement to compensation other than compensation accrued and unpaid on the date of termination; and
- c) deliver to an authorized representative of the Company all correspondence, documents (including, without limitation, board minutes and board papers), copies thereof or other property of the Company, and of each of its subsidiaries and affiliates (collectively, the “Group”) made or received by you in the course of your directorship (whether before or after the date of this Agreement).

5.7 You may be liable to pay for any losses or damages of any amenities, property and documents in your possession or acquired by you during your employment.

5.8 The Company may set off any amounts you owe to the Company against any amounts the Company owes to you at the date of termination except for amounts the Company is not entitled by law to set off.

5.9 You acknowledge and agree that you will have no claim of any kind against the Company by reason of the termination of your Appointment as stipulated in this Agreement and the Bylaws.

6. Non-Compete

During your service with the Company, you will devote your full professional time and effort to the benefit of the Company and shall not participate, directly or indirectly, in any capacity, in any business or activity that is in competition with the Company.

7. Conflict of Interest

You shall not, during the duration of this contract, except with the knowledge and consent of the Company embark, engage or interest yourself whether for reward or gratuity in any activity which would interfere with the performance of your duties with the Company or which to your knowledge would constitute a conflict of interest with the business of the Company.

8. Company Secrecy

8.1 At all times during your service with the Company, you shall not divulge or disclose to any persons or corporate body, without the specific permission of the Company Directors, any company’s policy or secrets or any confidential or proprietary information entrusted to you or coming to your knowledge.

8.2 You agree that, during the continuance of the Appointment and afterwards (unless authorized to do so by the Boards or by a court of competent jurisdiction), you will not use for your own or another’s benefit or disclose or permit the disclosure of any confidential information of any member of the Group which you have obtained by virtue of the Appointment or in respect of which the Group is bound by an obligation of confidence to a third party. Confidential information shall include, without limitation, lists or details of customers, information relating to the working of any product, process, invention, improvement or development carried on or used by any member of the Group, information relating to research projects, know-how, prices, discounts, mark-ups, future business strategy, marketing, tenders, any price sensitive information and information concerning the intellectual property portfolio and strategy of the Group.



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- 8.3 The restrictions contained in this clause shall cease to apply to any confidential information which may (other than by reason of your breach of these terms or your general duty of confidentiality) become available to the public generally, but any such use will be subject to any restrictive covenants to which you are a party.
- 8.4 Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chief Executive Officer.

9. Company Rules

- 9.1 You shall be subjected to the company's rules and regulations along with internal policies and procedures as may be made known to you from time to time by the Company.
- 9.2 If you are found to have breached any of the Company's rules, the Company, in its full discretion is entitled to take appropriate action to resolve the matter.

10. Non-Solicitation

- 10.1 Upon leaving the Company, you shall not, directly or indirectly, other than in connection with the proper performance of your duties to the Company for the duration of one (1) year:
- (a) interfere with or attempt to interfere with any relationship between the Company and any of its employees, consultants, independent contractors, agents or representatives; or
 - (b) employ, hire or otherwise engage, or attempt to employ, hire or otherwise engage, any current or former employee, consultant, independent contractor, agent or representative of the Company in a business competitive with the Company; or
 - (c) solicit the business or accounts of the Company; or
 - (d) divert or attempt to direct from the Company any business or interfere with any relationship between the Company and any of its clients, suppliers, customers or other business relations.
- 10.2 The term "indirectly" shall include, without limitation, the permitting of use of your name by any competitor of any member of the Company to induce or interfere with any employee or business relationship of any member of the Company.



+603 7717 3089

<https://treasureglobal.co>

The Malaysia Incorporated Office

The USA Incorporated Office

BO3-C-13A, Menara 3A,
KL Eco City, No. 3 Jalan Bangsar,
59200 Kuala Lumpur

276, 5th Avenue, Suite 704,
#739, 10001, New York, US

11. Variation Clause

- 11.1 The Company reserves the right to add, amend, withdraw, or revise any or all of the above terms and conditions by way of memo, email, digital communication, circular or any form of notification by the Company.
- 11.2 Other terms and conditions of employment shall be as stipulated in the employee's handbook and in accordance with regulation, memo, circular or any notification by the Company.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

13. Waiver

A party does not waive a right, power or remedy (or any other right, power or remedy) if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

14. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

16. Governing Law

The terms as stipulated above shall be interpreted in accordance with the substantive laws of the State of Delaware. In the event of any dispute, the parties shall submit to the exclusive jurisdiction of the State Court located in Delaware.

17. Directors Insurance

You will be named as an insured on the director and officer liability insurance policy currently maintained by the Company or as may be maintained by the Company from time to time.

If you find the above terms favourable, please indicate your acceptance within **Five (5)** days from the date of this Agreement, failing which this offer will automatically lapse and can no longer be accepted.



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Thank you.

Yours sincerely,

.....

For and on behalf of Treasure Global Inc

Carlson Thow

Chief Executive Officer

ACKNOWLEDGMENT, CONSENT AND CONFIRMATION

I, **DATIN NURFATIN BINTI MUFTI (NRIC NO.: 880720-29-5168)**, hereby accept, consent and confirm to the above terms and conditions of this Agreement.

Signature:

.....

Date: