

19 June 2014

Koobatra Pte. Ltd.
105 Cecil Street
#12-04 The Octagon
Singapore 069534

Dear Martin,

LETTER OF INTENT

Lantiq Asia Pacific Pte Ltd has carefully evaluated the progress of the development of the Koobatra Ovitrap System, especially its remote surveillance technology for distributed environmental measurements.

We believe that the Automated Koobatra Ovitrap System is not only a very promising contribution towards the ongoing battle against mosquito-transmitted diseases in Singapore but also a good show case for a commercially used Internet-of-Things.

Koobatra Pte. Ltd. has given us a full and concise picture of the planned Automated Surveillance System and we believe that this system will provide sufficient security against any failure of the Koobatra Ovitrap System, thereby becoming a safety threat, which still must be proven during a longer proof-of-concept period of at least one year.

Lantiq Asia Pacific Pte Ltd has decided to actively support Koobatra Pte. Ltd. during such a proof-of-concept period because this will - to our knowledge - be the first applied "Internet-of-things" system in the environmental area in Singapore. We believe that this will give us important insights into the practical side of problems that will arise from running such an environmental remote surveillance system over a long period of time.

Lantiq Asia Pacific Pte Ltd is intending to contribute the following in-kind contributions to Koobatra Pte. Ltd. during a Proof-of-Concept phase with 20 automated Koobatra ovitrap over a period of one year:

In-kind contribution	Value (S\$)
Engineering Support (1 work day per week, equivalent to 1,200 S\$ per week)	62,400
Use of a measurement laboratory (20 days, equivalent to 3,000 S\$ per day)	60,000
30% Discount on Purchase Price of Communication Electronic Equipment (total value 10,000 S\$ for 20 pieces)	3,000
Total In-Kind Contribution	125,400

Lantiq Asia Pacific Pte. Ltd.

8 Kallang Sector, Infineon Building
Singapore 349282
Phone: +65 6597 6888

Registered Office: Singapore
Company Registration Number: 200914618C
Internet: www.lantiq.com



The above expressed intention is made without prejudice and it is non-binding. Lantiq Asia Pacific Pte Ltd reserves the right to withdraw from the above expressed intention at any time and without giving any reason, especially if the financing for Koobatra's planned Project of Concept period will not fully come together.

Best regards,
for LANTIQ ASIA PACIFIC PTE LTD



Ulf Schneider
Managing Director



Mario Traeber
Senior Director, R&D



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NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

This Non-Disclosure and Restricted Use Agreement („Agreement“) is made for the below term by and between **Koobatra Pte. Ltd.** with office at 105 Cecil Street #12-04, The Octagon, Singapore 069534 and **Lantiq Asia Pacific Pte Ltd** with office at 8 Kallang Sector, Infineon Building, Singapore 349282, both hereinafter referred to as "Party" or "Parties".

Effective Date: 1 July 2014
Expiration Date: 30 June 2016
Survival Period: 5 years

WHEREAS, the Parties intend to engage in discussions concerning "Distributed Environmental Measurement IOT Network" ("Purpose");

WHEREAS, in the course of such activities it is anticipated that the Parties will disclose to each other certain proprietary information for the Purpose as set forth above, which information the Parties regard as confidential;

NOW THEREFORE, the Parties agree as follows:

1. Definitions. "Confidential Information" shall mean any information and data, whether owned by a Party, its Affiliates or a third party obtained through a confidential arrangement, including but not limited to any kind of business, commercial or technical information and data disclosed between the Parties, such disclosure made by either a Party or a Party's Affiliate ("Discloser") to the other Party ("Recipient"), in connection with the Purpose of this Agreement, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof. "Affiliate" shall mean any company which controls, is controlled by, or is under common control with a Party. As used herein, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and the policies of the other company, whether through the ownership of voting securities or other interests, by contract, or otherwise.

2. Manner of disclosure. Any Confidential Information disclosed in tangible form, shall be marked as "Confidential" or with a similar legend by the Discloser prior to disclosure. Any Confidential Information disclosed orally or visually, shall be identified as such prior to disclosure and summarized in writing by the Discloser to Recipient within thirty (30) days of the disclosure. In case of disagreement regarding said summary, the Recipient shall make any objections in writing within thirty (30) days of receipt of the written summary. Tangible items which cannot reasonably be marked in accordance with the above, e.g. samples or demonstrator boards, but under reasonable judgment should be considered as confidential, competitively sensitive or otherwise of proprietary nature, shall be treated as Confidential Information without marking.

3. Restrictions. All Confidential Information delivered pursuant to this Agreement shall

- (a) be used by the Recipient only for the sole Purpose of this Agreement, unless otherwise expressly agreed to in writing by the Discloser; and
- (b) not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except its own or its Affiliates' employees, directors or officers, who have a reasonable need to know such Confidential Information and who are bound to confidentiality by their employment agreements or otherwise not less stringent than under the obligations of this Agreement; and
- (c) be treated by the Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance but with no less than reasonable care.

4. Exceptions. The obligations as per Section 3 shall not apply to any information which the Recipient can prove,

- (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;
- (b) is received by the Recipient from a third party free to lawfully disclose such information to Recipient;
- (c) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation;

(d) is independently developed by the Recipient without the benefit of any of the Confidential Information as evidenced by written documentation;

(e) is approved for release by written agreement of the Discloser;

(f) is required to be disclosed to comply with legal mandatory regulations, a judicial or official order or decree, provided that written advance notice of such judicial action was timely given to the Discloser.

5. Refusal. Either Party shall have the right to refuse or to accept any information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular information.

6. No license. It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein.

7. Remuneration, warranty, liability. The Parties are not entitled to any remuneration for disclosure of any information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any third party claims with respect to such information or any use thereof. The Parties shall have no obligation to enter into any further agreement with each other regarding the Purpose.

8. Termination. This Agreement has an Effective Date and an Expiration Date as specified above. Prior to the Expiration Date, this Agreement may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. The obligations accruing prior to termination as set forth herein, shall, however, survive termination or expiration of this Agreement for the term of the Survival Period as specified above.

9. Ownership, Return. All Confidential Information exchanged between the Parties pursuant to this Agreement shall remain the property of the Discloser, and along with all copies thereof, shall upon respective request of the Discloser either be returned to the Discloser or be destroyed by the Recipient after termination of this Agreement. Such request shall be notified in writing by the Discloser to the Recipient within ninety (90) days after termination of this Agreement. In case of destruction, the Recipient shall confirm in writing such destruction to the Discloser within six (6) weeks from receipt of the Discloser's request.

10. Export control. Export of commodities, technical data or information about such commodities or data may be prohibited by law or depend on governmental authorization. Each Party agrees to take all steps necessary to comply with any laws and regulations applicable to the use and distribution of the Confidential Information exchanged hereunder, including but not limited to the US, European and Singaporean export control regulations and sanction programs.

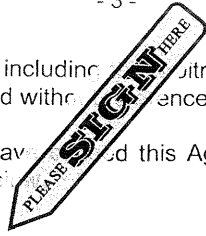
11. No assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

12. Written form. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form itself can only be waived by mutual written agreement.

13. Dispute resolution. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled finally by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC") ("Rules") by one arbitrator appointed in accordance with the said Rules, unless the Parties agree in writing before the request for arbitration is filed to have the dispute decided by a panel of three arbitrators. In the latter case, each Party shall nominate one arbitrator, the claimant in his request for arbitration and the respondent in his answer, for confirmation by the ICC. If a Party fails to nominate an arbitrator, the selection and appointment of the arbitrator shall be made by the ICC. Both arbitrators shall agree on the third arbitrator within 30 days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the 30 days period, the ICC shall select and appoint the third arbitrator. The place of arbitration shall be Zurich, Switzerland. The language to be used in the arbitration proceeding shall be English. Nothing in this Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction. The courts at the place of arbitration shall not have exclusive jurisdiction to entertain such applications.

14. **Governing law.** This Agreement, including the arbitration agreement in Section 13, shall be subject to the substantive law in force in Switzerland without reference to its conflicts of law provisions.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be executed by their duly authorized representatives on the dates specified below:



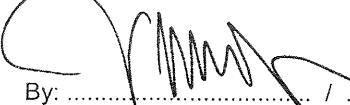

Koobatra Pte. Ltd.

Date: 20 June 2014

By: 
Name: Martin Schweiger
Title: Director

Lantiq Asia Pacific Pte Ltd

Date: 20 June 2014

By:  / 
Name: Ulf Schneider Name: Mario Traeber
Title: Managing Director Title: Senior Director

