

NON-COMPETITION AND NON-SOLICITATION UNDERTAKING

This non-competition and non-solicitation undertaking (this “Undertaking”) dated February 9, 2024 is made by and among Mr. Lin Tzung-Liang, an individual resident of Taiwan (林宗良) (“Mr. Lin”), Mr. Michael James Sheehan, an individual resident of the State of Texas in the United States (“Mr. Sheehan”), IntelliCentrics Global Holdings Ltd., a company incorporated under the laws of the Cayman Islands and whose shares are listed on the Hong Kong Stock Exchange with stock code 6819 (“IntelliCentrics”), IntelliCentrics Holding Company, a company incorporated under the laws of the Cayman Islands (“Seller”), Inception Point Systems Ltd., a limited company incorporated in England and Wales with registered number 8156656 (the “Target Company”), and symplr software LLC, a limited liability company formed under the laws of the State of Texas in the United States (“Purchaser”). Each of Mr. Lin, Mr. Sheehan, IntelliCentrics, Seller, the Target Company and Purchaser are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Purchaser intends to acquire the entire issued share capital of the Target Company pursuant to a share purchase agreement dated the date hereof (the “Share Purchase Agreement”).

WHEREAS, following Closing, Purchaser will own, directly or indirectly, the legal and beneficial interest of each Group Company which operates the Business.

WHEREAS, each of Mr. Lin, Mr. Sheehan, IntelliCentrics and Seller (herein referred individually as a “Covenantor” and collectively as the “Covenantors”) have intimate knowledge of the Business and in particular, have in their possession confidential information regarding the business practices, knowhow, clients and business relationships of the Group, which, if exploited by it or a Restricted Person in contravention of this Undertaking, would seriously, adversely and irreparably harm the Group Companies and Purchaser following Closing.

WHEREAS, Purchaser has requested that in consideration of and as a condition and material inducement to Purchaser’s willingness to enter into the Share Purchase Agreement, this Undertaking, duly executed by each of the Covenantors, shall be delivered to Purchaser and the Target Company concurrently with the execution and delivery of the Share Purchase Agreement.

AGREEMENT

In consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms used in this Undertaking and not otherwise defined shall have the respective meanings assigned to them in the Share Purchase Agreement.

1.2 In addition, the following terms shall have the following meanings:

“Control” means with respect to a Person:

- (a) the direct or indirect ownership or control of more than 50% of the outstanding voting securities of such Person;
- (b) the ability to appoint or remove a majority of the members of the board or equivalent governing body of such Person;

- (c) the right to control the votes at a meeting of the board of directors (or equivalent governing body) of such Person; or
- (d) the ability to direct or cause the direction of the management and policies of such Person (whether by contract or howsoever arising),

and the terms “Controls”, “Controlling” and “Controlled” shall be construed accordingly.

“Expansion Areas” means Asia.

“Immediate Family Members” means, with respect to any natural Person, such Person’s spouse, parents and minor children (whether adoptive or biological).

“Participate” means to directly or indirectly carry on, operate, develop, or materially or knowingly assist others in carrying on, operating or developing (whether through employment, consultation, advisory services, representation on a board of directors or other similar governing body or by any financial or other investment) or own or have any legal or beneficial interest in a Person that engages, directly or indirectly, in the Restricted Business, and “Participating” shall be construed accordingly.

“Purchaser Group” means (a) Purchaser Parent, (b) any company which is, at Closing, a subsidiary of Purchaser Parent and includes, for the avoidance of doubt, Purchaser, and (c) after Closing, each member of the Group.

“Purchaser Parent” means Symplr Software Holdings, Inc., a Delaware corporation and the indirect parent of Purchaser.


“Relevant Employee” means an employee of a Group Company as of Closing who is of manager grade or above.

“Relevant Period” means five (5) years after the Closing Date.

“Restricted Business” means the Business as conducted on the Closing Date.

“Restricted Names” means “IntelliCentrics”, “IntelliCentrics Global”, “Intellicentrics, Vendor Credentialing Solutions”, “Intellicentrics Vendor Credentialing”, “Intellicentrics Credentialing”, “Vendor Credentialing Solutions”, “Vendor Credentialing”, “Sec³ure”, “Sec³ure Ethos”, “Sec³ure Passport”, “REPTRAX”, “REPTRAX Vendor Solutions”, “REPTRAX Vendor Credentialing Solutions”, “STATUS-BLUE”, “VENDORCLEAR” and “XRAYTRAX”, other than the Shared Trademark.

“Restricted Persons” means (a) in relation to IntelliCentrics or Seller, any Person directly or indirectly Controlled by, or under common Control with, IntelliCentrics or Seller; (b) in relation to Mr. Lin, (i) any Person directly or indirectly Controlled by Mr. Lin, (ii) any trust for the benefit of Mr. Lin or the Immediate Family Members of Mr. Lin, and (iii) the Immediate Family Members of Mr. Lin; and (c) in relation to Mr. Sheehan, (i) any Person directly or indirectly Controlled by Mr. Sheehan, (ii) any trust for the benefit of Mr. Sheehan or the Immediate Family Members of Mr. Sheehan, and (iii) the Immediate Family Members of Mr. Sheehan.

“Shared Trademark” means this mark .

“Territories” means the United States, including any territories thereof, the United Kingdom and Canada.

1.3 Section 1.2 of the Share Purchase Agreement is incorporated herein and shall apply to this Undertaking, *mutatis mutandis*.

2. UNDERTAKINGS

2.1 Subject to Closing having taken place, each of the Covenantors hereby unconditionally and irrevocably agrees, covenants and undertakes to Purchaser (for its benefit and the benefit of Purchaser Group) and the Target Company (for its benefit and the benefit of the other Group Companies), that each of them

- (a) during the Relevant Period, shall not and shall procure that each of their respective Restricted Persons shall not Participate in any Restricted Business in the Territories;
- (b) during the Relevant Period, shall not and shall procure that each of their respective Restricted Persons shall not (i) directly or indirectly (x) solicit any Relevant Employee, (y) hire any Relevant Employee, or (z) encourage or seek to encourage any Relevant Employee to leave his or her current employment or consultancy or to breach the terms of any employment or consulting contract, other than a person (A) who has not been a Relevant Employee for at least six (6) months prior to such solicitation, hiring or encouragement, (B) who was terminated by a member of Purchaser Group without cause prior to such solicitation, hiring or encouragement, or (C) for whom Purchaser has provided its prior written consent; or (ii) enter into any contract for services with any person who is an employee of any member of Purchaser Group as of Closing, other than a person (A) who has not been an employee of any member of Purchaser Group for at least six (6) months prior to the entry into such contract, (B) who was terminated by a member of Purchaser Group without cause prior to the entry into such contract, or (C) for whom Purchaser has provided its prior written consent. Clause (i)(x) of the immediately foregoing sentence shall not prohibit general solicitations of employment or using an employee recruiting or search firm to conduct a search, in each case that is not specifically directed towards the current or former Relevant Employees.
- (c) shall not at any time following Closing, and shall procure that each of their respective Restricted Persons shall not at any time following Closing, use or display any trademark, business or trade name, mark, logo, domain name or website containing a Restricted Name, or any other word(s) or business or trade name closely resembling a Restricted Name;
- (d) shall procure that the name of each Restricted Person that consists of or incorporates a Restricted Name or anything which, in the reasonable opinion of Purchaser, is substantially or confusingly similar to any of such Restricted Name, is changed to a name which does not resemble such business or trade name by a date no later than three (3) months after the Closing Date; and
- (e) during the Relevant Period, shall not and shall procure that each of their respective Restricted Persons, their respective Representatives and their respective Restricted Persons' Representatives (in the case of Representatives, only those involved in the Transaction) shall not make or publish, verbally or in writing, any public statements concerning (i) Purchaser or Purchaser Parent or (ii) any director of the sole member of Purchaser or any director of Purchaser Parent (collectively, the "Purchaser Non-Disparagement Parties"), which statements are (x) in respect of the Transaction or the conducting of business of any Purchaser Non-Disparagement Party and (y) injurious or inimical to the best interests of any Purchaser Non-Disparagement Party, including statements alleging that any of them has acted improperly, illegally or unethically or has engaged in business practices which are improper, illegal or unethical; provided, however, that such restrictions shall not apply to (A) any confidential communications with any Governmental Body (including communications made in the course of any government investigation) or (B) any filings, or any truthful statements therein, to any Governmental Body in connection with a dispute arising from or relating to a violation of or failure to comply with this Undertaking, the Share Purchase Agreement or any other Transaction Document. Notwithstanding anything to the contrary herein, this Section 2.1(e) shall not limit any Person's obligation to testify honestly and accurately in any Legal Proceeding.

2.2 Notwithstanding the provisions of Section 2.1, Purchaser and the Target Company agree that each of the Covenantors, together with any Restricted Persons may, during the Relevant Period:

- (a) acquire or own securities in any company that engages in the Restricted Business in the Territories provided that the Covenantors do not own more than five per cent (5%) in nominal value of the securities in that company (or of any class of its securities), do not have any representation (in the form of a board seat or as an observer) on the board of directors or similar governing body of such that company, or any express right to designate a member of the board of directors or similar governing body of that company, and are not otherwise granted (directly or indirectly) management functions or any material influence in that company; or
- (b) acquire in a single transaction or a series of related transactions any one or more companies and/or businesses (taken together, the “Acquired Business”) and carry on or be engaged in the Acquired Business although its activities include a Restricted Business in the Territories (the “Acquired Competing Business”), if:
 - (i) the Acquired Competing Business represents not more than fifteen per cent (15%) of the Acquired Business (measured over the trailing twelve (12) months as of the time of the acquisition of such Acquired Business); and
 - (ii) the revenue of the Acquired Competing Business did not exceed \$10 million over the trailing twelve (12) months as of the time of the acquisition of such Acquired Business;
- (c) in the case of Mr. Lin and Mr. Sheehan (and their Immediate Family Members), perform speaking engagements and receive honoraria in connection with such engagements, so long as Mr. Lin and Mr. Sheehan (and their Immediate Family Members) do not violate any of their other obligations under this Undertaking or any other agreement that provides for confidentiality obligations or restrictive covenants in connection with such activities;
- (d) in the case of Mr. Lin and Mr. Sheehan (and their Immediate Family Members), be employed by any government agency, college, university or other non-profit organization, so long as Mr. Lin and Mr. Sheehan (and their Immediate Family Members) do not violate any of their other obligations under this Undertaking or any other agreement that provides for confidentiality obligations or restrictive covenants in connection with such employment;
- (e) own a passive equity interest in a private or public debt or equity investment fund (including, without limitation, hedge and mutual funds) in which the Covenantors or such Restricted Persons (i) are solely passive investors (such as a limited partner or non-managing member) and do not have the ability to control or exercise any managerial functions or other material influence over such fund or its investments and (ii) do not have any representation (in the form of a board seat or as an observer) on the board of directors or similar governing body of such fund or its investments, or any express right to designate a member of, the board of directors or similar governing body of such fund or its investments;
- (f) perform its obligations under the Share Purchase Agreement and any other Transaction Document or any other agreement that it may enter into with a member of Purchaser Group; or
- (g) perform any activity consented to in writing by Purchaser or, following Closing, the Target Company.

2.3 Subject to Closing having taken place, each of Purchaser and the Target Company hereby agrees, covenants and undertakes to Seller and IntelliCentrics that, during the Relevant Period, Purchaser and the Target Company shall not, and shall procure that each of their respective Affiliates, their respective Representatives and their respective Affiliates’ Representatives (in the case of

Representatives, only those involved in the Transaction) shall not, make or publish, verbally or in writing, any public statements concerning (i) the Covenantors or (ii) any director of Seller or IntelliCentrics (collectively, the “Seller Non-Disparagement Parties”), which statements are (x) in respect of the Transaction or the conducting of business of any Seller Non-Disparagement Party and (y) injurious or inimical to the best interests of any Seller Non-Disparagement Party, including statements alleging that any of them has acted improperly, illegally or unethically in connection with the Transaction or has engaged in business practices which are improper, illegal or unethical; provided, however, that such restrictions shall not apply to (A) any confidential communications with any Governmental Body (including communications made in the course of any government investigation) or (B) any filings, or any truthful statements therein, to any Governmental Body in connection with a dispute arising from or relating to a violation of or failure to comply with this Undertaking, the Share Purchase Agreement or any Transaction Document. Notwithstanding anything to the contrary herein, this Section 2.3 shall not limit any Person’s obligation to testify honestly and accurately in any Legal Proceeding.

3. OPPORTUNITIES

3.1 Nothing in this Undertaking shall restrict any Party from Participating in the Restricted Business outside the Territories (other than the Expansion Areas as provided in this Section 3). Subject to Closing having taken place, if, during the Relevant Period, a Covenantor or any of its Restricted Persons (a) desires to Participate in a Restricted Business in the Expansion Areas (other than in Taiwan) or (b) is approached by a third party to Participate in a Restricted Business in the Expansion Areas, such Covenantor shall first offer in writing to Purchaser the right to Participate in such Restricted Business (the “First Offer Business”), which offer shall state the description of the First Offer Business and all material terms thereof (in the case of clause (b), subject to all confidentiality and non-disclosure requirements that the third party may impose and provided that Purchaser agrees in writing to abide by such confidentiality and non-disclosure requirements).

3.2 Such offer shall be irrevocable and valid for a period of ten (10) Business Days (the “First Offer Period”).

3.3 If Purchaser or a member of Purchaser Group chooses to Participate in the First Offer Business, Purchaser shall notify such Covenantor in writing of the same within the First Offer Period, in which case all negotiations for acquiring or Participating in such First Offer Business will be conducted by Purchaser or the applicable member of Purchaser Group. If Purchaser (i) fails to notify such Covenantor within the First Offer Period, (ii) notifies such Covenantor that neither it nor any member of Purchaser Group chooses to Participate in the Restricted Business or (iii) the negotiations to Participate in the Restricted Business fail to be materialized in a binding transaction within sixty (60) days of such notification by Purchaser, Purchaser, on behalf of itself and the Purchaser Group, agrees that such Covenantor or its Restricted Persons shall be free to conduct negotiations with the third party and Participate in such First Offer Business.

4. EQUITABLE RELIEF AND SEVERABILITY

4.1 Specific Performance. Each Party acknowledges and agrees that the subject matter of this Undertaking is unique, that the other Parties would be damaged irreparably in the event any of the provisions of this Undertaking are not performed in accordance with their specific terms or otherwise are breached, and that the remedies at Law would not be adequate to compensate any Party. Accordingly, each Party agrees that the other Parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Undertaking and to enforce specifically this Undertaking and the terms and provisions of this Undertaking in addition to any other remedy to which they may be entitled (without any requirement that any Party provide any bond or other security). Each Party waives any defense that a remedy at Law is adequate and any requirement to post bond or provide similar security in connection with Legal Proceedings instituted for injunctive relief or specific performance of this Undertaking.

4.2 Severability.

- (a) Each Party acknowledges and agrees that (i) the agreements, covenants and undertakings of such Party contained in this Undertaking are being provided as an inducement to the other Parties to enter into this Undertaking and (ii) such agreements, covenants and undertakings include reasonable limitations that do not impose a greater restraint on such Party than is necessary to protect the legitimate business interest of the other Parties.
- (b) If any agreement, covenant and undertaking contained in this Undertaking is determined by any court of competent jurisdiction to be unenforceable for any reason whatsoever, then such agreement, covenant and undertaking will not be deemed void, and the Parties agree that: (i) the limitations included in such agreement, covenant and undertaking as applicable, may be modified by such court to instead reflect the maximum limitations with respect thereto that are enforceable and (ii) solely for purposes of the operation of such agreement, covenant and undertaking in the context of the controversy in which such determination is made, such agreement, covenant and undertaking will be deemed amended in accordance with such modification. For the avoidance of doubt, the Parties specifically acknowledge and agree that (x) it is their continuing desire for each agreement, covenant and undertaking contained in this Undertaking to be enforced to the full extent of its terms, but (y) if a court of competent jurisdiction finds the limitations included in any such agreement, covenant and undertaking unenforceable, the court should redefine the limitations included in such agreement, covenant and undertaking so as to comply with applicable Law.

5. GENERAL

5.1 Termination. Notwithstanding any provision in this Undertaking to the contrary, this Undertaking and all the terms and conditions set forth herein will automatically terminate and be of no further force or effect in the event that the Share Purchase Agreement is validly terminated in accordance with its terms.

5.2 Miscellaneous Provisions. The provisions of Article 12 of the Share Purchase Agreement (other than Sections 12.1, 12.4, 12.5, 12.7, 12.10 and 12.11 of the Share Purchase Agreement) shall be incorporated herein and apply mutatis and mutandis hereto.

5.3 Notices. All notices and other communications to the Parties shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) one Business Day after the day sent by overnight courier (with written confirmation of receipt), or (c) when sent by electronic mail transmission (with receipt confirmed) in each case to the following physical and electronic mail addresses (or to such other physical and electronic mail address as the Parties may have specified by notice given to the other Parties):

To IntelliCentrics, Seller and the Target Company (prior to Closing), to:

IntelliCentrics Global Holdings Ltd.
777 International Parkway
Suite 400
Flower Mound, Texas 75022
United States of America
Attn: Michael James Sheehan, Chief Executive Officer and Hans Moller, Chief
Financial Officer
Email: msheehan@IntelliCentrics.com and hmoller@IntelliCentrics.com

with copies to (which shall not constitute notice):

Sullivan & Cromwell (Hong Kong) LLP
20th Floor, Alexandra House
18 Chater Road, Central

Hong Kong SAR
Attn: Kay Ian Ng, Ching-Yang Lin and Gwen Wong
Email: king@sullcrom.com; linc@sullcrom.com; wonggw@sullcrom.com

and

Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
United States of America
Attn: Jack Bowling
Email: jack.bowling@stinson.com

To the Target Company (following Closing), to:

c/o simplr software LLC
315 Capitol Street, Suite 100
Houston, Texas 77002
Attn: David Arnold, Chief Legal Officer
Email: darnold@simplr.com

with a copy to (which shall not constitute notice):

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, California 90067
Attn: Mehdi Khodadad; Nicolai M. Schwarz-Gondek
Email: mkhodadad@sidley.com; nschwarz@sidley.com

To Mr. Lin, to:

11047 No.1-18, Songzhi Rd.
Xinyi District, Taipei City, Taiwan (R.O.C.)
Attn: Lin Tzung-Liang
Email: julian_lin@intellicentrics.tw

with copies to (which shall not constitute notice):

Sullivan & Cromwell (Hong Kong) LLP
20th Floor, Alexandra House
18 Chater Road, Central
Hong Kong SAR
Attn: Kay Ian Ng, Ching-Yang Lin and Gwen Wong
Email: king@sullcrom.com; linc@sullcrom.com; wonggw@sullcrom.com

and

Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
United States of America
Attn: Jack Bowling
Email: jack.bowling@stinson.com

To Mr. Sheehan, to:

4983 Lusk Lane
Flower Mound, Texas 75028

Attn: Michael James Sheehan
Email: msheehan@IntelliCentrics.com

with copies to (which shall not constitute notice):

Sullivan & Cromwell (Hong Kong) LLP
20th Floor, Alexandra House
18 Chater Road, Central
Hong Kong SAR
Attn: Kay Ian Ng, Ching-Yang Lin and Gwen Wong
Email: king@sullcrom.com; linc@sullcrom.com; wonggw@sullcrom.com

and

Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
United States of America
Attn: Jack Bowling
Email: jack.bowling@stinson.com

To Purchaser, to:

symplr software LLC
315 Capitol Street, Suite 100
Houston, Texas 77002
Attn: David Arnold, Chief Legal Officer
Email: darnold@symplr.com

with a copy to (which shall not constitute notice):

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, California 90067
Attn: Mehdi Khodadad; Nicolai M. Schwarz-Gondek
Email: mkhodadad@sidley.com; nschwarz@sidley.com

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IN WITNESS WHEREOF, the Parties have caused this Undertaking to be executed and delivered, as of the date first written above.

SYMPLR SOFTWARE LLC


By:  3313AE406B084BF...
Name: BJ Schaknowski
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Undertaking to be executed and delivered, as of the date first written above.

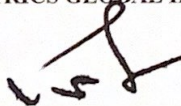
SYMPLR SOFTWARE LLC

By: _____
Name:
Title:


INCEPTION POINT SYSTEMS LTD.


By:  _____
Name: Lin Tzung-Liang
Title: Director

INTELLICENTRICS GLOBAL HOLDINGS LTD

By:  _____
Name: Lin Tzung-Liang
Title: Chairman of Board of Directors

INTELLICENTRICS HOLDING COMPANY

By:  _____
Name: Lin Tzung-Liang
(Authorized signatory of Victos Holding Corp.,
the sole director of IntelliCentrics Holding
Company)



Name: Lin Tzung-Liang

IN WITNESS WHEREOF, the Parties have caused this Undertaking to be executed and delivered, as of the date first written above.


Name: Michael James Sheehan