

GENERAL RELEASE AND WAIVER OF CLAIMS

This general release and waiver of claims (this “Release”) dated February 9, 2024 is entered into by IntelliCentrics Global Holdings Ltd., a company incorporated under the laws of the Cayman Islands and whose shares are listed on the Stock Exchange of Hong Kong Limited with stock code 6819 (“Covenantor”), in favor of the Released Parties (as defined below). Any capitalized terms used but not defined herein shall have the same meaning ascribed to them in that certain share purchase agreement (the “Share Purchase Agreement”), dated the date hereof, entered into between (i) IntelliCentrics Holding Company, a company incorporated under the laws of the Cayman Islands and an indirect subsidiary of Covenantor, (ii) Ocina Corp., an exempted company incorporated in the Cayman Islands with limited liability, (iii) Lin Tzung-Liang, an individual resident of Taiwan, and (iv) symplr software LLC, a limited liability company formed under the laws of the State of Texas in the United States (“Purchaser”).

WHEREAS, pursuant to the Share Purchase Agreement, Purchaser is agreeing to acquire, and the Seller is agreeing to sell, the entire issued share capital of the Target Company.

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

WHEREAS, Purchaser has requested that, in consideration of Purchaser’s willingness to enter into the Share Purchase Agreement, this Release shall be entered into by the Covenantor in favor of (a) Purchaser Parent, (b) any company which is, at Closing, a subsidiary of Purchaser Parent (including, for the avoidance of doubt, Purchaser), (c) after Closing, each member of the Group, and (d) the respective Affiliates, successors and assigns, present or former directors, managers, officers, employees and agents of each of the Persons set out in sub-paragraphs (a) to (c) above (each, a “Released Party”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed as follows:

1. Subject always to Closing having taken place, Covenantor, on its own behalf and on behalf of any Seller Affiliate and its and their successors and assigns (each, a “Releasing Party”), hereby unconditionally and irrevocably and forever releases and discharges each Released Party of and from, and hereby unconditionally and irrevocably waives, any and all rights, claims and Losses of any kind or character whatsoever that such Releasing Party ever had, now has or ever may have against any Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever in respect of, relating to or arising in connection with any Group Company arising prior to Closing. Notwithstanding anything to the contrary set forth in this Section 1, this Release shall not be deemed to waive and release any claims or rights of a Releasing Party (i) arising from and after the date hereof directly pursuant to the express terms of this Release, or (ii) under the Share Purchase Agreement or any other Transaction Document to which such Releasing Party is a party. The claims released pursuant to this Section 1 are referred to collectively as the “Released Claims.”

2. Covenantor, on its own behalf and on behalf of its Releasing Parties, represents and warrants that each of the Released Claims is hereby fully and finally discharged, settled and satisfied. Covenantor, on its own behalf and on behalf of its Releasing Parties, acknowledges that it has had the opportunity to consult legal counsel with respect to this Release and understands and acknowledges that it or any such Releasing Party may hereafter discover facts concerning the

Release in addition to or different from those of which such Releasing Party now believes to be true, but Covenantor, on its own behalf and on behalf of its Releasing Parties, intends that the Release shall be and remain in full force and effect, notwithstanding the discovery of any such additional or different facts. Covenantor, on its own behalf and on behalf of its Releasing Parties, expressly waives all rights afforded by any statute which limits the effect of a release with respect to unknown claims. Covenantor understands the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims and acknowledges and agrees that this waiver is an essential and material term of this Release.

3. Miscellaneous. The provisions of Article 12 of the Share Purchase Agreement (other than Sections 12.1, 12.4, 12.7, 12.9, 12.10 and 12.11 of the Share Purchase Agreement) shall be incorporated herein and apply *mutatis and mutandis* hereto.

4. Signature. Any signature on this Release which is transmitted by electronic mail shall be deemed an original for purposes of this Release.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Covenantor has caused this Release to be executed and delivered, as of the date first written above.

INTELLICENTRICS GLOBAL HOLDINGS LTD



By: _____

Name: Lin Tzung-Liang

Title: Chairman of Board of Directors