

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K/A  
(Amendment No. 1)

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):  
**June 13, 2024**

**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:

<b>Title of each class</b>	<b>Trading symbol(s)</b>	<b>Name of each exchange on which registered</b>
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.

**EXPLANATORY NOTE**

This Amendment No. 1 to the Current Report on Form 8-K is being filed to file the Contract of Employment Agreement dated as of June 13, 2024, by and between Treasure Global Inc and Carlson Thow pursuant to Item 9.01 of the Current Report on Form 8-K filed on June 13, 2024.

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

On June 13, 2024, Chong Chan Teo informed Treasure Global Inc (the “Company”) of his resignation as Chief Executive Officer and a member of the Company’s Board of Directors (“Board”), which was immediately effective.

On June 13, 2024, the Board appointed Carlson Thow as Chief Executive Officer of the Company effective as of June 13, 2024.

Mr. Thow, age 31, served as Chief Legal Officer of VCI Global Limited (NASDAQ: VCIG) from July 2022 until June 2024, where he was responsible for setting the overall legal strategy for the organization and its subsidiaries, and for providing legal counsel to senior management and the board of directors. Prior to joining VCI Global Limited, Mr. Thow practiced law as a Senior Associate with Zaid Ibrahim & Co. (a member of ZICO Law network) from 2019 to 2022, and as Legal Associate with Martin Cheah & Associates from 2018 to 2019, where he provided legal assistance with regard to mergers and acquisitions and corporate financing matters, among other things. Mr. Thow graduated with a Bachelor of Laws from the University of Northumbria at Newcastle in 2014, a Master of Laws from the University of Malaya in 2016 and a Master of Business Administration from Lancaster University in 2021. Mr. Thow has also obtained a Certificate of Legal Practice from the Legal Profession Qualifying Board of Malaysia in 2016, and he was admitted as an advocate and solicitor of the High Court of Malaya in 2018.

Carlson Thow and the Company entered into a Contract of Employment Agreement dated as of June 13, 2024 (the “Employment Agreement”), pursuant to which Mr. Thow was appointed as the Chief Executive Officer of the Company. The term of the Employment Agreement is for one year of which term is renewable on a yearly basis. Mr. Thow is entitled to receive a basic monthly salary of RM 20,000 with a fixed allowance of RM 800. In addition, Mr. Thow will be entitled to a total of \$120,000 worth of shares of common stock of the Company on an annual basis for the first year, of which \$10,000 worth of shares of common stock of the Company shall be issued to Mr. Thow at the end of each month during his first year of employment, and the share compensation for the subsequent year(s) will be based on the year’s performance. During the term of the Employment Agreement, either party may terminate the Employment Agreement by providing two (2) months’ written notice or salary in lieu of such notice to the other party. Upon termination of employment, Mr. Thow will be subject to a one year non-solicitation period with regard to the hiring of employees of the Company and soliciting clients of the Company, among other things.

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

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit</b>	<b>Description</b>
10.1	<a href="#">Contract of Employment Agreement dated as of June 13, 2024, by and between Treasure Global Inc and Carlson Thow</a>
104	Cover Page Interactive Data File (embedded within 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: June 14, 2024

**TREASURE GLOBAL INC**

By: /s/ Carlson Thow

Name: Carlson Thow

Title: Chief Executive Officer



**TREASURE GLOBAL INC**  
276 5<sup>th</sup> Avenue Suite,  
704 # 739 New York,  
NY 10001.

Date: 13 June 2024

PRIVATE & CONFIDENTIAL

**CARLSON THOW**  
#####  
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Dear Mr. Carlson,

**EXECUTIVE EMPLOYMENT AGREEMENT**

We are pleased to offer you this executive employment agreement (“**Agreement**”) for the position as Chief Executive Officer in Treasure Global Inc. (Company No.: 7908921) (hereinafter referred to as the “**Company**”), commencing from 13th June 2024 (“**Commencement Date**”) subject to the following terms and conditions of employment:

**1. Term of Employment**

The term of this contract shall commence on the Commencement Date and shall continue for a period of one (1) year, and shall be renewable on a yearly basis at the discretion of the Board of Directors of the Company (“**Board of Directors**”) or designated committee thereof from time to time, until terminated in accordance with the provisions hereof (“**Term**”).

**2. Position and Duties**

During the Term, you shall serve as the Chief Executive Officer 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 Develop and execute the Company’s vision, mission, and overall strategy.
- 2.2 Lead the development and implementation of strategic plans and initiatives. Monitor and adjust strategies based on market trends and internal performance metrics.
- 2.3 Oversee daily operations and ensure they align with the Company's strategic goals.
- 2.4 Implement and enforce Company policies and legal guidelines.
- 2.5 Establish performance goals, monitor key performance indicators (KPIs), and implement corrective actions as needed to ensure the company meets its objectives.
- 2.6 Ensure accurate financial reporting and manage financial performance. Lead the annual budgeting process, ensuring financial plans align with strategic goals. Monitor the financial performance against the budget and adjust as necessary.



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- 2.7 Oversee the preparation of financial reports, ensuring accuracy, transparency, and compliance with regulatory requirements. Present financial performance and projections to the Board of Directors and other stakeholders.
- 2.8 Lead, inspire, and manage the executive team.
- 2.9 Regularly report to the Board of Directors on Company's performance, strategic initiatives, and major business decisions. Seek their advice and approval on critical issues.
- 2.10 Maintain open and effective communication with shareholders, employees, customers, government authorities, and the public. Represent the Company at industry events, conferences, and in the media.
- 2.11 Identify and manage potential risks to the company and ensure contingency plans are in place. Analyze market trends and position the company to take advantage of opportunities.
- 2.12 Lead initiatives for business expansion, including entering new markets and forming strategic partnerships.
- 2.13 Stay abreast of technological changes and integrate relevant technologies into company operations.
- 2.14 Support research and development activities to foster innovation.

### **3. Compensation and Related Matters**

(a) Base Salary

You will receive a basic monthly salary of RM 20,000.00 (Ringgit Malaysia Twenty Thousand only) with a monthly fixed allowance of RM 800.00, which will be paid to you by no later than the 7th day of the following month; and (ii) you will be entitled to \$120,000 (United States Dollars One Hundred Twenty Thousand) worth of the Company's shares on an annual basis for the first year, and the share compensation for the subsequent year(s) will be based on the year's performance. The share compensations are prorated on a monthly basis and are restricted subject to Rule 144.

(b) 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 for its executive officers.



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(c) Other Benefits

You shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms of such plans.

**4. Statutory Contribution**

Your salaries are subjected to statutory deductions for the Employee Provident Fund (EPF), Social Security Ordinance (SOCSO) and Employment Insurance Scheme (EIS) and the Company shall make similar contributions in accordance with Malaysia's statutory requirement.

**5. Income Tax**

- 5.1 You shall be solely responsible for the payment of all personal taxes and other governmental duties and levies payable in Malaysia resulting from this employment, including tax payable on your earnings and any taxes arising out of benefits provide to you.
- 5.2 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.

**6. Bonus**

- 6.1 Bonus may be paid to you at the sole and absolute discretion of the Company as determined by the Board of Directors or designated committee thereof from time to time, and if paid shall be calculated on a pro-rated basis in accordance with the period of completed months of service at the time of bonus payment.
- 6.2 You shall not be entitled to payment of bonus, whether on a pro-rated basis or otherwise, if you resign from the service of the Company.
- 6.3 An employee who has his services terminated on grounds of misconduct and/or breach of this contract of employment shall not be entitled to any payment of bonus.

**7. Suspension**

- 7.1 The Company reserves the right to suspend you from employment and withhold half of all salaries, remuneration and allowances (if any) for up to fourteen (14) days if the Company deems necessary subject to a full investigation of any act of misconduct or neglect on your part.
- 7.2 During such period of suspension, all rights, benefits and allowances which you may be entitled to pursuant to your employment with the Company shall be suspended. For the avoidance of doubt, and notwithstanding anything in this contract of employment, the period of suspension shall not be taken into account when computing any payments and/or benefits that you may be entitled to.



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7.3 In the event, you are found to be not at fault for any alleged act of misconduct or neglect after investigation, all salaries, remuneration and allowances (if any) that were withheld shall be restored in full to you. Any rights, benefits and allowances that have been suspended will also be restored to you in full.

## **8. Termination**

8.1 During the contract period, either party may terminate this contract of employment by providing, two (2) month's written notice or salary in lieu of such notice to the other party.

8.2 The Company shall be entitled to require you to take or expend any remaining annual leave during the relevant notice period.

8.3 The Company shall be entitled to terminate your employment, without notice or payment in lieu of notice in any of the following events:

- (a) if you commit any act or gross misconduct of a dishonest, malicious and/or reckless nature; or
- (b) if you are found to have committed any gross misconduct, misdemeanour or negligence that affects the affairs and/or is detrimental to the reputation of the Company; or
- (c) if you are found to have breached or defaulted any term or condition of this contract of employment, procedures, disciplinary rules, policies, rules or regulations imposed by the Company from time to time; or
- (d) if you permit or suffer to be presented a petition for bankruptcy, permit or suffer the appointment of receivers and/or managers against any of your assets or property or enter into any arrangement or composition for the benefit of any of your creditors; or
- (e) if you are found guilty of any criminal offence or offence of a dishonest nature, or liable under any proceedings, by any court or tribunal of competent jurisdiction; or
- (f) if you are found to have disclosed or permit to be disclosed any confidential information in relation to any business or trade information, business plans, proposals, customers, strategies, trade secrets, operations, records, finances, assets, technology, data and information that reveals the processes, methodologies, technology or any other information or documents which are confidential or proprietary in nature, of the Company; or





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- (g) if you are found to have embarked, engaged or acted contrary to your duties and responsibilities; or
- (h) if you are found to have participated in any activity that is in competition with the Company; or
- (i) if you are found to have interfered with the relationship between the Company and its employees, clients by way of solicitation; or
- (j) if you are found to have misused, misappropriated or abused any of the Company's amenities, property and documents; or
- (k) are not permitted by the laws of Malaysia to be employed by the Company or to reside in Malaysia.

8.4 Upon termination of your employment (for any reason), you must return immediately all amenities, property and documents (without retaining copies) in your possession or acquired by you during your employment, concerning the business, finances or affairs of the Company. 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.

#### **9. Non-Compete**

- 9.1 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.
- 9.2 If you are found to have participated in a business or activity that is in competition with the Company, your contract with the Company will be terminated pursuant to paragraph 8.3(h) of this contract.

#### **10. Conflict of Interest**

- 10.1 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.
- 10.2 In the event you have been found to have acted in contravention of your contractual duties to the Company, your contract with the Company will be terminated pursuant to paragraph 8.3(g) of this contract.



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**11. Confidentiality**

- 11.1 You shall at all times (including after termination of this contract of employment) be bound to strictly observe and comply with the confidentiality obligations and restrictions set out in the Appendix.
- 11.2 Should you have been found to have divulged any confidential information, your contract with the Company will be terminated pursuant to paragraph 8.3(f) of this contract.

**12. Company Rules**

- 12.1 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.
- 12.2 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.

**13. Non-Solicitation**

- 13.1 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.
- 13.2 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.

**14. Variation Clause**

- 14.1 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.



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14.2 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.

**15. General Provisions**

15.1 The terms as stipulated above shall be construed in accordance with the laws of Malaysia for the time being in force and the same shall be interpreted and applied in accordance with such laws and parties hereunto submit to the exclusive jurisdiction of the courts of Malaysia.

15.2 Any other conditions of employment not mentioned shall be governed by the Employment Act 1955 and subsequent ordinance and other legislation in force.

15.3 If any provision of this contract is held invalid or unenforceable in any respect, such invalidity or unenforceability will not in any way affect any other provision of this contract. In such event, parties shall in good faith attempt to negotiate a substitute clause for any provision declared invalid or unenforceable, which the said substitute clause shall be as close proximity as to the invalid or unenforceable provision, without itself being invalid.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

**TREASURE GLOBAL, INC.**

*/s/ Ho Yi Hui*

By: Ho Yi Hui  
Its: Executive Director

**CARLSON THOW**

*/s/ Carlson Thow*

Carlson Thow