

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

FORM S-8

REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

Horizon Quantum Holdings Ltd.
(Exact name of registrant as specified in its charter)

Singapore

(State or incorporation or organization)

29 Media Cir. #05-22

Singapore

(Address of Principal Executive Offices)

N/A

(IRS Employer Identification No.)

138565

(Zip Code)

Horizon Quantum Holdings Ltd.
2026 Equity Incentive Plan
(Full Title of Plan)

Puglisi & Associates
850 Library Avenue, Suite 204
Newark, DE 19711
302-738-6680

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

with copies to:

Adam Berkaw, Esq.
Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas; Suite 1100
New York, New York 10105
Telephone: (212) 370-1300
Fax: (212) 370-7889

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement is being filed by Horizon Quantum Holdings Ltd. (Company Registration No.: 202537774K) (“we,” “us,” “our” or the “Company”) with the Securities and Exchange Commission (the “Commission”) to register the grant of up to 12,774,942 Class A ordinary shares of the Company, with no par value (the “Class A Ordinary Shares”), pursuant to the Company’s 2026 Equity Incentive Plan and comprised of (i) up to 6,375,193 Class A Ordinary Shares issuable upon exercise of certain equity stock options currently issued and outstanding, subject to certain vesting provisions; and (ii) up to 6,399,749 Class A Ordinary Shares issuable to directors, certain employees of and consultants to the Company either as share grants, share options or other equity-based incentives, and the subsequent exercise of any share options or other equity-based incentives pursuant to the 2026 Equity Incentive Plan.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information

The documents containing the information specified in Part I of this Registration Statement will be sent or given to eligible employees as specified by Rule 428(b) (1) of the Securities Act of 1933, as amended as of the date of this Registration Statement (the "Securities Act"). Such documents are not required to be and are not filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

Upon written or oral request, any of the documents incorporated by reference in Item 3 of Part II of this Registration Statement (which documents are incorporated by reference in this Section 10(a) Prospectus), other documents required to be delivered to eligible employees pursuant to Rule 428(b) or additional information about the Offering are available without charge by contacting:

Corporate Secretary
Horizon Quantum Holdings Ltd.
24 Fitzwilliam Place
Dublin 2, D02 T2996, Ireland
Attention: Catherine Fitzsimons
+65 6591-8840

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

In this Registration Statement, Horizon Quantum Holdings Ltd. is sometimes referred to as "Registrant," "we," "us" or "our."

Item 3. Incorporation of Documents by Reference.

The Commission allows us to "incorporate by reference" the information we filed with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this Registration Statement, and later information filed with the Commission will update and supersede this information. The following documents and information heretofore filed with the Commission by the Registrant are incorporated herein by reference in this Registration Statement:

- (a) The Registrant's [Form 8-A12B](#), which was filed with the Commission on March 19, 2026.
- (b) The Registrant's annual report on [Form 20-F](#), filed with the Commission on April 14, 2026, as amended.
- (c) The Registrant's registration statement on [Form 20-F](#), which was filed with the Commission on March 25, 2026.
- (c) The Registrant's current report on [Form 6-K](#), which was filed with the Commission on May 4, 2026.
- (e) The description of the Class A Ordinary Shares contained in [Exhibit 2.5](#) of the Company's annual report on [Form 20-F](#), filed with the Commission on April 14, 2026, as amended.

All reports and documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, and reports on Form 6-K furnished by the Company to the Commission which indicate that they are incorporated herein by reference on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which de-registers all such securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of filing or furnishing of such reports and documents.

Any statement contained in this Registration Statement, in an amendment hereto or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed amendment to this Registration Statement or in any document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

The class of securities to be offered is registered under Section 12 of the Exchange Act and accordingly, no information under Item 202 of Regulation S-K is required.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Under Section 172 of the Companies Act 1967 of Singapore ("**Singapore Companies Act**"), any provision (whether in the constitution, contract with the company or otherwise) which purports to exempt or provides an indemnity for exempting or indemnifying the officers of a company (including directors) against any liability which by law would otherwise attach to them in connection with any negligence, default, breach of duty or breach of trust in relation to a company will be void. However, a company is not prohibited from: (a) as provided in Section 172A of the Singapore Companies Act, purchasing and maintaining for an officer of the company insurance against any such liability incurred by him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company; or (b) as provided in Section 172B of the Singapore Companies Act, indemnifying an officer of a company against liability incurred by an officer to a person other than the company, except when the indemnity is against (i) any liability of the officer to pay a fine in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance of any requirement of a regulatory nature (howsoever arising); or (ii) any liability incurred by the officer (A) in defending criminal proceedings in which he or she is convicted; (B) in defending civil proceedings brought by the company or a related company in which judgment is given against him or her; or (C) in connection with an application for relief under Section 76A(13) or Section 391 of the Singapore Companies Act in which the Singapore courts refuses to grant him or her relief.

Under the Singapore Companies Act, "officer" in relation to a corporation includes (a) any director or secretary of the corporation or a person employed in an executive capacity by the corporation, (b) a receiver and manager of any part of the undertaking of the corporation appointed under a power contained in any instrument, and (c) any liquidator of a company appointed in a voluntary winding up, but does not include any receiver who is not also a manager, any receiver and manager appointed by the Singapore court, any liquidator appointed by the Singapore court or by the creditors, or a judicial manager appointed under Part 7 of the Singapore Insolvency, Restructuring and Dissolution Act 2018.

In cases where an officer is sued by the company, the Singapore Companies Act gives the court the power to relieve officers either wholly or partially from the consequences of their negligence, default, breach of duty or breach of trust. In order for relief to be obtained, it must be shown that (i) the officer acted reasonably and honestly; and (ii) it is fair, having regard to all the circumstances of the case including those connected with such officer's appointment, to excuse the officer.

However, Singapore case law has indicated that such relief will not be granted to an officer who has benefited as a result of his or her breach of trust.

Our amended and restated constitution provides that, subject to the provisions of and so far as may be permitted by the Singapore Companies Act and every other legislation for the time being in force concerning companies and affecting our company, every director or other officer of the Company shall be entitled to be indemnified by it against all costs, charges, losses, expenses and liabilities incurred or to be incurred by him in the execution and discharge of his duties or in relation thereto. In addition, the Company has entered into an indemnification agreement with each of its directors and executive officers that provides for indemnification of that director and/or executive officer against certain claims that arise by reason of their status or service as a director or executive officer. The Company has purchased directors and officers liability insurance to cover its indemnification obligations to its directors and executive officers as well as to cover directly certain claims made against its directors and executive officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1+	Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan (incorporated by reference to Exhibit 4.11 to the Shell Company Report on Form 20-F, initially filed with the SEC on March 25, 2026).
4.2	Amended and Restated Constitution of Horizon Quantum Holdings Ltd. (incorporated by reference to Exhibit 1.1 to the Shell Company Report on Form 20-F, initially filed with the SEC on March 25, 2026).
5.1*	Opinion of Rajah & Tann Singapore LLP.
23.1*	Consent of Rajah & Tann Singapore LLP (included within Exhibit 5.1).
23.2*	Consent of PKF Littlejohn LLP as the independent registered accounting firm for Horizon Quantum Holdings, Ltd.
23.3*	Consent of PKF Littlejohn LLP as the independent registered account firm for Horizon Quantum Computing Pte. Ltd.
23.4*	Consent of WithumSmith+Brown, PC as the independent registered accounting firm for dMY Squared Technology Group, Inc.
99.1*	Form of Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan Restricted Share Unit Award Agreement
99.2*	Form of Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan Share Options Agreement
107*	Calculation of Filing Fee Table.

* Filed herewith.

+ Indicates a management contract or compensation plan.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if this Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act of 1934 that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§ 230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in Singapore, on May 28, 2026.

HORIZON QUANTUM HOLDINGS LTD.

By: /s/ Joseph Fitzsimons
Joseph Fitzsimons
Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints Joseph Fitzsimons and Gregory Gould and each of them acting singly, his true and lawful attorney-in-fact and agent with full power of substitution, for him and in his name, place, and stead, in any and all capacities, to sign (1) any and all amendments (including post-effective amendments) to this Registration Statement, and (2) any registration statement or post-effective amendment thereto to be filed with the Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act, and to file the same, with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission or any other regulatory authority, granting unto each said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done or by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated:

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Joseph Fitzsimons</u> Joseph Fitzsimons	Chief Executive Officer and Chairman <i>(Principal Executive Officer)</i>	May 28, 2026
<u>/s/ Gregory Gould</u> Gregory Gould	Chief Financial Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>	May 28, 2026
<u>/s/ Harry L. You</u> Harry L. You	Director	May 28, 2026
<u>/s/ Danielle Lambert</u> Danielle Lambert	Director	May 28, 2026
<u>/s/ Jill Turner</u> Jill Turner	Director	May 28, 2026
<u>/s/ Peter Oey</u> Peter Oey	Director	May 28, 2026

AUTHORIZED REPRESENTATIVE

Pursuant to the requirement of the Securities Act of 1933, the undersigned, solely in his capacity as the duly authorized representative of Horizon Quantum Computing Ltd., has signed this registration statement or amendment thereto in the City of Newark, State of Delaware, on May 28, 2026.

PUGLISI & ASSOCIATES

By: /s/ Donald J. Puglisi

Donal J. Puglisi
Managing Director

**HORIZON QUANTUM HOLDINGS LTD.**

9 Straits View
Marina One West Tower
#06-07
Singapore 018937

Attention: The Board of Directors

SENDER'S REF	RECIPIENT'S REF	DATE	PAGE
EWK/HCT/THM/370156/1	N/A	28 May 2026	1/10

Dear Sirs

HORIZON QUANTUM HOLDINGS LTD. (THE "COMPANY") – REGISTRATION STATEMENT ON FORM S-8 OF THE COMPANY**1. Introduction**

We have acted as Singapore legal counsel to Horizon Quantum Holdings Ltd. (Company Registration No.: 202537774K), a public company limited by shares incorporated under the laws of the Republic of Singapore in connection with the registration statement on Form S-8 filed with the U.S. Securities and Exchange Commission (the "**Commission**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") on 28 May 2026, as amended (the "**Registration Statement**"), for the grant of up to 12,774,942 Class A ordinary shares in the capital of the Company ("**Class A Shares**") under the Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan (the "**2026 Equity Incentive Plan**") comprising (a) up to 6,375,193 Class A Shares issuable upon exercise of certain equity stock options currently issued and outstanding, subject to certain vesting provisions; and (b) up to 6,399,749 Class A Shares issuable to directors, certain employees of and consultants to the Company either as share grants, share options or other equity-based incentives, and the subsequent exercise of any share options or other equity-based incentives pursuant to the 2026 Equity Incentive Plan.

We have taken instructions solely from the Company. This opinion is being rendered solely to the Company in connection with the filing of the Registration Statement.

The Class A Shares to be registered under the Registration Statement comprises an aggregate of:

- (a) such number of Class A Shares subject to issuance by the Company upon the valid exercise of subscription rights represented by outstanding share options granted under the 2026 Equity Incentive Plan (the "**Option Shares**");
- (b) such number of Class A Shares issuable, at the determination of the compensation committee of the Board of Directors of the Company ("**Compensation Committee**"), in satisfaction of payments owed by the Company under share appreciation rights awards granted pursuant to the 2026 Equity Incentive Plan (the "**SAR Shares**");
- (c) such number of Class A Shares underlying share awards granted pursuant to the 2026 Equity Incentive Plan that are subject to a period of restriction or certain other specified restrictions at the determination of the Compensation Committee (the "**Restricted Shares**"), issuable pursuant to the 2026 Equity Incentive Plan;
- (d) such number of Class A Shares underlying restricted share unit awards granted pursuant to the 2026 Equity Incentive Plan (the "**RSU Shares**"), the issuance of which is subject to the satisfaction of certain criteria prescribed by the Compensation Committee, pursuant to the 2026 Equity Incentive Plan;
- (e) such number of Class A Shares underlying share awards granted pursuant to the 2026 Equity Incentive Plan (the "**Award Shares**"), the issuance of which is subject to the satisfaction of certain performance criteria within the performance period(s) prescribed by the Compensation Committee, pursuant to the 2026 Equity Incentive Plan; and

Rajah & Tann Singapore LLP
9 Straits View, Marina One West Tower #06-07
Singapore 018937
T +65 6535 3600 WWW.RAJAHTANNASIA.COM

MEMBER OF RAJAH & TANN ASIA NETWORK
CAMBODIA | CHINA | INDONESIA | LAO PDR
MALAYSIA | MYANMAR | PHILIPPINES
SINGAPORE | THAILAND | VIETNAM

We are registered in Singapore with limited liability (JEN T08LL0005E). We do not accept service of court documents by fax.

- (f) such number of Class A Shares underlying other share-based awards granted pursuant to the 2026 Equity Incentive Plan (the “**Other Award Shares**”), the issuance of which is subject to such terms and conditions as determined by the Compensation Committee from time to time,

(the Option Shares, SAR Shares, Restricted Shares, RSU Shares, Award Shares and Other Award Shares to be collectively defined as the “**Registration Shares**”).

2. **Documents**

For the purposes of this opinion, we have examined and relied on the following documents:

- (a) a copy of the Registration Statement;
- (b) a copy of the 2026 Equity Incentive Plan as approved by shareholders of the Company on 19 March 2026;
- (c) a copy of the Company’s Certificate Confirming Incorporation of Company dated 26 August 2025 issued by the Accounting and Corporate Regulatory Authority of Singapore (“**ACRA**”);
- (d) a copy of the Company’s Certificate Confirming Incorporation Upon Conversion dated 4 March 2026 issued by ACRA;
- (e) a copy of the Constitution of the Company in effect as at 4 March 2026 (the “**Listing Constitution**”);
- (f) copies of the resolutions in writing of the board of directors of the Company dated 9 September 2025 and 19 March 2026;
- (g) copies of the resolutions in writing passed by the shareholders of the Company dated 9 September 2025 and 19 March 2026; and
- (h) a copy of the results of the instant information (company) search (“**ACRA Search**”) of the Company through BizFile, being the business service portal of ACRA (the “**Service**”) as at 22 May 2026,

Other than the documents expressly referred to above in this paragraph 2 (the “**Documents**”), we have not reviewed any other document or carried out any other enquiries, or investigation (including without limitation, any due diligence on the Company) for the purposes of giving this opinion. We have assumed that the Documents contain all information required for the purposes of this opinion and as a basis for the opinions expressed herein, and there is no information contained in any other document which has not been provided to us for our review or any information not disclosed to us and which would, if so provided or disclosed, require us to amend or vary this opinion or make any further inquiry or investigation which would, in our judgment, be necessary or appropriate, for the purposes of expressing the opinions set forth herein. Save as expressly provided in paragraph 5 of this legal opinion, we express no opinion whatsoever with respect to any of the Documents.

3. **Scope**

This opinion relates only to the laws of general application in Singapore as at the date hereof and as currently applied by the Singapore courts (the “**Applicable Laws**”), and is given on the basis that it will be governed by and construed in accordance with the laws of Singapore. We have made no investigation of, and do not express or imply any views on, the laws of any country other than Singapore. In particular:

- (a) we express no opinion (i) on public international law or on the rules of or promulgated under any treaty or by any treaty organisation, or on any taxation laws of any jurisdiction (including Singapore except to the extent expressed in the opinions set forth herein); (ii) that the future or continued performance of a party’s obligations and/or any other documents entered into by it will not contravene any laws of Singapore, its application or interpretation if altered in the future; and (iii) with regard to the effect of any systems of law (other than the laws of Singapore) even in cases where, under the laws of Singapore, any foreign law should be applied, and we therefore assume that any applicable law (other than the laws of Singapore) would not affect or qualify the opinions as set out below;
- (b) we express no opinion as to the correctness of any representation given by any of the parties (express or implied) under or by virtue of any Document or of facts (or statements of foreign law) or the reasonableness of any statements of opinion or intention contained in any Document, save if and insofar as the matters represented are the subject matter of a specific opinion herein; and
- (c) Singapore legal concepts are expressed in English terms; however, the concepts concerned may not be identical to the concepts described by the same English terms as they exist in the laws of other jurisdictions, this opinion may, therefore, only be relied upon the express condition that any issues of the interpretation or liability arising hereunder will be governed by the laws of Singapore.

In respect of the 2026 Equity Incentive Plan and the Registration Statement, we have assumed due compliance with all matters concerning the laws of all other relevant jurisdictions (other than Singapore).

This opinion speaks as of the date hereof, and no obligation is assumed to update this opinion or to inform any person of any changes of law or other matters coming to our knowledge and occurring after this date, which may affect this opinion in any respect.

4. **Assumptions**

For the purposes of this opinion, we have assumed (without making any investigation) the following:

- (a) that the individual grants, purchases and issuances are made under the 2026 Equity Incentive Plan and the Registration Shares are duly issued in accordance with the requirements of applicable law (including Singapore except to the extent expressed in the opinions set forth herein), the rules of the 2026 Equity Incentive Plan and the individual grants, and are not void by virtue of Section 77 of the Companies Act 1967 of Singapore (the “**Singapore Companies Act**”);
- (b) that all acts, conditions or things required to be fulfilled, performed or effected in connection with the allotment and issuance of the Registration Shares under the laws of any jurisdiction (including Singapore except to the extent expressed in the opinions set forth herein) will be duly fulfilled, performed and complied with;
- (c) that each of the individual grants, purchases and issuances under the 2026 Equity Incentive Plan are within the respective capacities and powers of the Company, and has been validly authorised, executed, delivered and (if appropriate) authenticated by the Company in accordance with all relevant laws and the Listing Constitution and such authorisations remain in full force and effect and have not been / will not be revoked or varied;

- (d) any obligation expressed to be incurred or performed under the 2026 Equity Incentive Plan and the allotment and issuance of the Registration Shares do not contravene (i) any provision of the laws or public policy of any jurisdiction, (ii) any of the other agreements binding on the Company or any of its assets or (iii) any judgment, order or decree of any governmental authority or court outside Singapore having jurisdiction over the Company or any of its assets, and no consent, approval, authorisation or order of or qualification with any governmental authority outside Singapore is required for the performance by the Company of its obligations under the 2026 Equity Incentive Plan and the allotment and issuance of the Registration Shares;
- (e) the genuineness of any description, identity, legal capacity and authority of any signatory and the authenticity of all seals, chops and signatures and of any duty stamp or marking, the completeness and conformity to original instruments of all copies submitted to us (including the resolutions referred to in paragraphs 2(f) and 2(g)), documents referred to in this opinion and specified as being in draft form will be executed in the form of the draft presented to us with no amendments (other than amendments approved by us) and that any document submitted to us is true and complete, up to date and continues in full force and effect;
- (f) all signatures on the copies of the executed Documents reviewed by us which were applied by electronic means satisfy the requirements set out in the Electronic Transactions Act 2010 of Singapore for the valid and proper use of electronic signatures in contracts and transactions;
- (g) that the copies of the Listing Constitution, Certificate Confirming Incorporation of Company and Certificate Confirming Incorporation Upon Conversion of the Company, submitted to us for examination are true, complete and up-to-date copies;
- (h) the copy of the 2026 Equity Incentive Plan appended as Exhibit 4.11 to the Company's Shell Company Report on Form 20-F filed by the Company with the Commission on 25 March 2026 pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended is a true, complete and up-to-date copy, and has not been revoked, rescinded, superseded or amended and is in full force and effect and no other resolution or other action has been taken which could affect the validity of the 2026 Equity Incentive Plan;
- (i) that the directors' resolutions and the shareholders' resolutions of the Company referred to in paragraphs 2(f) and 2(g) above were duly and properly passed in accordance with the Constitution of the Company for the time being in force and remain in full force and effect and have not been revoked, rescinded or varied, and such resolutions where required to be filed with ACRA have been duly filed;
- (j) all factual statements, warranties and representations contained in the documents referred to herein (including the Documents referred to in paragraph 2 above), are true, complete, accurate and correct and not misleading and all opinions expressed therein are *bona fide*, reasonably and honestly held and were reached after due and careful consideration;
- (k) in approving the 2026 Equity Incentive Plan and (in respect of the Company) in approving the preparation, execution and filing of the Registration Statement with the Commission, the entry into the transactions contemplated in the Registration Statement and the 2026 Equity Incentive Plan (including, but without limitation, the individual grants and the allotment and issuance of the Registration Shares), (i) the Company has done or will do so (as the case may be), in good faith and in furtherance of its substantive objects and for the legitimate purpose of carrying on its business, (ii) each director and officer of the Company has been duly appointed in accordance with applicable laws and the constitutive documents of the Company in force at that time and has properly performed his or her duties (including but not limited to fiduciary duties to such party), acted in good faith in and having regard to all relevant matters, reasonably and honestly believed that the assumption and the performance by the Company of its obligations thereunder would be in its commercial interests and for its commercial benefit, and without intention to defraud any of the creditors of the Company, and (iii) each director of the Company has disclosed and will disclose any interest which he or she may have in the 2026 Equity Incentive Plan and the Registration Shares in accordance with the provisions of the Singapore Companies Act and the Listing Constitution and except as disclosed, none of the directors of the Company has or will have any interest in such transactions except to the extent permitted by the Singapore Companies Act and the Listing Constitution;

- (l) the Company is not party to any other agreement, document, arrangement or transaction which may in any way prohibit or restrict the implementation of the 2026 Equity Incentive Plan and the allotment and issuance of the Registration Shares;
- (m) the Company is not insolvent at the time of the allotment and issuance of the Registration Shares and did not and will not become insolvent as a consequence of the allotment and issuance of the Registration Shares;
- (n) any payment of amounts to be paid for the relevant Registration Shares by any party other than the relevant person who has been granted such share-based awards under the 2026 Equity Incentive Plan (the “Participant”), will be made on behalf of and for the benefit of such Participant, and such Participant will be beneficially entitled to the relevant Registration Shares issued and delivered by the Company, against payment therefor by or on behalf of the relevant Participant, in accordance with the Listing Constitution and the terms as set out in the 2026 Equity Incentive Plan and/or the relevant Award Agreement(s) (as defined in the 2026 Equity Incentive Plan) (as the case may be);
- (o) the Registration Shares will be issued and delivered by the Company against payment of the full amount payable (if any) for the Registration Shares in accordance with the terms of the 2026 Equity Incentive Plan and/or the relevant Award Agreement(s) (as the case may be) and in accordance with the Listing Constitution;
- (p) the information disclosed in the ACRA Search:-
 - (i) is true and complete and reveals all matters which are capable of being revealed and are required to be notified to ACRA notwithstanding such matters may not in fact have been so notified or that any time limit for any such notification has not yet expired;
 - (ii) has not since been materially altered; and
 - (iii) does not fail to disclose any material information which had been delivered for filing but did not appear on the public file at the time of the search;

It should be noted that an ACRA Search is not capable of revealing whether or not a winding up petition has been presented. Notice of winding up order or resolution passed or receiver or judicial manager or liquidator appointed may not be filed at ACRA immediately.

- (q) no transaction in connection with, or contemplated by the 2026 Equity Incentive Plan and/or the allotment and issuance of the Registration Shares is or will constitute a transaction at an undervalue, an unfair preference, an extortionate credit transaction, fraudulent trading, wrongful trading or a transaction defrauding creditors within the meaning of Sections 224, 225, 228, 238, 239 and 438 of the Insolvency, Restructuring and Dissolution Act 2018 of Singapore (“IRDA”), respectively, and we do not express any opinion as to the applicability or effect of any fraudulent transfer, preference or similar law on the 2026 Equity Incentive Plan and/or the allotment and issuance of the Registration Shares or any of the transactions contemplated pursuant to the 2026 Equity Incentive Plan and/or the allotment and issuance of the Registration Shares in any jurisdiction;

- (r) the Company was not, at the time of entering into the Documents to which it is a party, insolvent or otherwise unable to pay its debts within the meaning of Section 125(2) of the IRDA (for which purpose account is to be taken of its contingent and prospective liabilities) and has not become so insolvent or otherwise unable to pay its debts in consequence of its adoption of or its performance of its obligations under the 2026 Equity Incentive Plan or the allotment and issuance of the Registration Shares;
- (s) all consents, approvals, permits, licences, exemptions, waivers or orders required from and all lodgements, filings, notifications, recordings or registrations with any governmental or regulatory body or agency outside Singapore and all stamping requirements outside Singapore in connection with the implementation of the 2026 Equity Incentive Plan and the allotment and issuance of the Registration Shares, have been or will be duly obtained or fulfilled and are and will remain in full force and effect and that any conditions to which they are subject have been satisfied;
- (t) all authorisations, approvals, consents, licences, permits, orders, waivers and exemptions from, and all filings and registrations with, any Singapore governmental, regulatory or public authority or body under applicable laws for the implementation of the 2026 Equity Incentive Plan and the allotment and issuance of the Registration Shares have been duly obtained, are in full force and effect and are unconditional. We do not express any opinion as to the effect on our opinions expressed herein of any compliance or non-compliance with any laws or regulations applicable to the Company or the legal or regulatory status or nature of the business of the Company other than to the extent necessary to render the opinions set forth herein;
- (u) the Company is not, and will not be, engaging in, nor is the Company aware of, misleading or unconscionable or improper conduct or seeking to conduct any relevant transaction or any associated activity in a manner or for a purpose not evident on the face of the 2026 Equity Incentive Plan and/or the allotment and issuance of the Registration Shares which might render the implementation of the 2026 Equity Incentive Plan, the allotment and issuance of the Registration Shares or any relevant transaction or associated activity illegal, void or voidable, irregular or invalid;
- (v) the choice of the laws of the State of Delaware as the governing law of the 2026 Equity Incentive Plan has been made in good faith and not to avoid any laws which would otherwise apply, and will be regarded as a valid and binding selection which will be upheld in the courts of any relevant jurisdiction as a matter of the laws of such jurisdiction and all other relevant laws (other than the laws of Singapore);
- (w) to the extent that any of the obligations undertaken by the Company under the 2026 Equity Incentive Plan and/or the allotment and issuance of the Registration Shares constitute financial assistance under Section 76 of the Singapore Companies Act, the Company has complied with the requirements under Sections 76(9A), 76(9B), 76(9BA) or 76(10) of the Singapore Companies Act and has properly carried out and duly completed the procedures prescribed therein, and the requirements under Sections 76(9C) and/or 76(CA) (as the case may be) have been and will be complied with by the Company prior to the giving of any financial assistance;

- (x) there are no provisions of the laws or public policy of any jurisdiction outside Singapore which would have any implication for the opinions we express and, insofar as the laws or public policy of any jurisdiction outside Singapore may be relevant, such laws have been and will be complied with;
- (y) that the Registration Shares to be allotted and issued under the terms of the 2026 Equity Incentive Plan and the individual grants will be duly registered in the names of the persons who had been so granted and issued the Registration Shares in the register of members of the Company, or in the name of the Depository Trust Company or its nominee, as the case may be, and the certificate(s) for the Registration Shares will be duly issued and delivered in accordance with the provisions of the Singapore Companies Act;
- (z) the Company was not established as a vehicle for fraud or evasion of existing legal obligations, and none of the 2026 Equity Incentive Plan, the individual grants, the allotment and issuance of the Registration Shares or any of the transactions contemplated under the 2026 Equity Incentive Plan constitutes or will constitute a sham to conceal the true state of affairs of the Company;
- (aa) the Registration Statement and any amendments thereto (including post-effective amendments) will have become effective and will be in compliance with all applicable laws of relevant jurisdictions at the time the Registration Shares are allotted and issued as contemplated by the Registration Statement, and all the Registration Shares will be duly offered, sold, registered and delivered in accordance with the terms of the applicable laws of the relevant jurisdictions in the manner stated in the Registration Statement and the 2026 Equity Incentive Plan;
- (bb) that the directors' resolutions and the shareholders' resolutions of the Company referred to in paragraphs 2(f) and 2(g) above were duly and properly passed in accordance with the Constitution of the Company for the time being in force and remain in full force and effect and have not been revoked, rescinded or varied as at the date of this opinion, and such resolutions where required to be filed with ACRA have been duly filed, and that all signatures of the persons named in each of the resolutions in writing are authentic and genuine, and no resolution or other action has been taken that may affect the validity of the resolutions referred to in this opinion and, with respect to directors' resolutions, the interests of each director required to be disclosed and the exercise of powers by such interested directors, in each case pursuant to applicable laws and the Constitution of the Company for the time being in force were duly disclosed and observed; no action has been taken or will be taken and none of the Company nor any of its officers or employees has any notice of any matter which would affect the validity and regularity of such resolutions; all factual statements, warranties and representations made or implied in the documents referred to herein (including the Documents referred to in paragraph 2 above), are true, complete, accurate and correct and all opinions expressed therein are *bona fide*, reasonably and honestly held and were reached after due and careful consideration;
- (cc) the Company is not entitled to claim immunity from suit, execution, attachment or legal process in any proceedings taken in Singapore in relation to the 2026 Equity Incentive Plan and/or the allotment and issuance of the Registration Shares;
- (dd) insofar as the opinions expressed herein relate to matters governed by laws other than the Applicable Laws, we have assumed, without having made any independent investigation, that such laws do not affect any of the opinions set forth herein;

- (ee) in relation to each individual grant, purchase and issuance made under the 2026 Equity Incentive Plan including the allotment and issuance of the Registration Shares:
 - (i) the Company will have obtained, at the time of each individual grant, purchase and issuance made under the 2026 Equity Incentive Plan including the allotment and issuance of the Registration Shares, satisfaction or waiver of all applicable pre-emption rights, and receipt of all necessary directors' resolutions and the shareholders' resolutions of the Company for such individual grant, purchase and issuance made under the 2026 Equity Incentive Plan and such allotment and issuance of the Registration Shares:
 - (A) including a mandate from the shareholders of the Company to allot and issue such Registration Shares pursuant to Section 161 of the Singapore Companies Act and Section 64A of the Singapore Companies Act (if applicable) (the "**Share Issue Mandate**") which Share Issue Mandate will not have expired in accordance with its terms or been previously revoked by the Company in a general meeting, such resolutions being duly and properly passed in accordance with the Constitution of the Company for the time being in force and the Singapore Companies Act, remaining in full force and effect and having not been revoked, rescinded or varied, and such resolutions where required to be filed with ACRA have been duly filed; and
 - (B) subject to (where applicable) the Registration Shares having been validly repurchased by the Company previously under a mandate from the shareholders of the Company to repurchase such shares pursuant to the Singapore Companies Act (including Sections 76B to 76G of the Singapore Companies Act) ("**Share Buyback Mandate**"), which Share Buyback Mandate will not have expired in accordance with its terms or been previously revoked by the Company in a general meeting, such resolutions being duly and properly passed in accordance with the Constitution of the Company for the time being in force and the Singapore Companies Act, and such resolutions where required to be filed with ACRA have been duly filed;
 - (b) the Board of Directors of the Company, or as the case may be, the Compensation Committee shall:
 - (A) before the issue of the Option Shares, resolve to approve the allotment and issuance by the Company of the Option Shares in accordance with the terms of the 2026 Equity Incentive Plan upon the exercise of subscription rights represented by the outstanding share options; and
 - (B) before the issue of the Award Shares, Restricted Shares, RSU Shares, SAR Shares and Other Award Shares, resolve to approve the allotment and issuance of the Award Shares, Restricted Shares, RSU Shares, SAR Shares and Other Award Shares respectively, all in accordance with the terms of the 2026 Equity Incentive Plan; and
- (ff) each of the Documents is not amended in a manner which would have the effect of rendering any of our opinions in paragraph 5 below inaccurate.

The making of the above assumptions does not imply that we have made any enquiry to verify any assumption (other than as expressly stated in this opinion). No assumption specified above is limited by reference to any other assumption.

5. **Opinion**

Based on our review of the Documents and subject to the assumptions, qualifications and limitations set forth herein and having regard to such legal considerations as we have deemed relevant and subject to any matters not disclosed to us, we are of the opinion that the Registration Shares, when issued and delivered by the Company in accordance with the Listing Constitution and the terms set out in the 2026 Equity Incentive Plan, and pursuant to the laws of Singapore against full payments of such amounts required in accordance with the rules of the 2026 Equity Incentive Plan and the individual grants, will be validly issued, fully-paid and non-assessable.

For the purposes of this opinion, we have assumed that the term “non-assessable” in relation to the Registration Shares means under Singapore law that holders of such shares having fully paid up all amounts due on such shares, or such shares having been credited as fully paid up, as the case may be, as to the issue price thereon, are under no further personal liability to contribute to the assets or liabilities of the Company in their capacities purely as holders of such shares.

6. Qualifications

Our opinions expressed in this opinion are subject to the following further qualifications:

- (a) we express no opinion as to any laws other than the Applicable Laws as in force as at the date of this opinion and insofar as any law other than the Applicable Laws may be relevant to this opinion, we have taken no account of, and have made no investigation of, such laws and have assumed that no such laws would affect the opinions stated herein;
- (b) we have not undertaken any independent investigation or verified the accuracy or completeness of the facts and information (including any statements of foreign law) of the information which we have obtained (including the Documents or documents incorporated by reference in any of the Documents) and we are not responsible for investigating or verifying the correctness of any such facts or information or whether any material fact has been omitted from such documents (including the Documents or documents incorporated by reference in any of the Documents). We do not express any opinions as to any matters of fact generally, including statements of foreign law, or the reasonableness of any statements of opinion;
- (c) the information that we obtained from the Service may not, however, be complete or up-to-date and may in fact contain errors or omissions because the requisite notices or resolutions may either not have been filed by the relevant persons with the Service in a timely manner or having been filed with the Service, have not been processed (or been delayed in its processing) by the Service and will thus not appear on public record at the date on which the information was obtained, or errors and omissions may have occurred when data is processed by the Service or as a result of incomplete or inaccurate information contained in the filings made with the Service;
- (d) Section 77 of the Singapore Companies Act provides that (i) an option granted after 29 December 1967 by a public company which enables any person to take up its unissued shares after a period of 5 years after the date of grant, is void, and (ii) an option granted on or after 18 November 1998 by a public company which enables any employee of that company or its related corporation (including any director holding a salaried office or employment in that company or corporation) to take up its unissued shares after a period of 10 years after the date of grant is void and (i) does not apply to such an option;
- (e) under Singapore law, holders of book-entry interests in the shares of the Company deposited with the Depository Trust Company will not be recognised as shareholders of the Company unless registered as such in the register of members of the Company; and
- (f) we express no opinion as to any of the documents that may be referred to in the 2026 Equity Incentive Plan nor information or documents incorporated by reference in any of the Documents nor to documents executed or transactions effected ancillary to the 2026 Equity Incentive Plan (including but not limited to the award agreements evidencing the grant of an award thereunder) and/or the allotment and issuance of the Registration Shares or any other matters, except such Documents as have been set forth in paragraph 2 herein (excluding documents incorporated by reference in any of the Documents); and

- (g) we express no opinion as to the validity, binding effect or enforceability of any provision incorporated in the 2026 Equity Incentive Plan, the individual grants or, where applicable, the Registration Shares by reference to a law other than that of Singapore, or as to the availability in Singapore of remedies which are available in other jurisdictions.

No qualification specified above or any other part of this opinion is limited by reference to any other qualification.

7. We hold ourselves out as only having legal expertise and our statements in this opinion are made only to the extent that a law firm practising Singapore law in the Republic of Singapore, having our role in connection with the filing of the Registration Statement, would reasonably be expected to have become aware of relevant facts and/or to have identified the implications of those facts.
8. We hereby consent to the use of our opinion as herein set forth as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit and shall not be deemed to admit that we come within the category of persons whose consent is required under Sections 7 or 11 of the Securities Act or the rules and regulations promulgated thereunder.
9. This opinion is only for the benefit of the person to whom it is addressed, subject to the condition that such person accepts and acknowledges that this opinion may not be appropriate or sufficient for such person's purposes, and is strictly limited to the matters expressly stated herein and is not to be read as extending by implication to any other matter in connection with the Registration Statement, the 2026 Equity Incentive Plan, the allotment and issuance of the Registration Shares or otherwise, including without limitation any other documents which may be executed and delivered in connection with any transaction contemplated thereunder. Further, except for the purposes of filing this opinion with the Commission as an exhibit to the Registration Statement, this opinion is not to be circulated to, or relied upon by, any other person (other than persons entitled to rely on it pursuant to applicable provisions of federal securities law in the United States, if applicable), or quoted or referred to in any public document or filed with any governmental body or agency without our prior written consent.

Yours faithfully

/s/ Rajah & Tann Singapore LLP
Rajah & Tann Singapore LLP



Consent of Independent Registered Public Accounting Firm

Horizon Quantum Holdings Ltd
29 Media Cir. #05-22
Singapore, 138565

We hereby consent to the incorporation by reference in this Amendment No. 1 to Form S-8 to be filed on or about May 28, 2026 of our report dated April 14, 2026, relating to the consolidated financial statements of Horizon Quantum Holdings Pte. Ltd, incorporated by reference in the Registration Statement for the year ended December 31, 2025.

We also consent to the reference to us under the heading “Experts” in the Registration Statement.

/s/ PKF Littlejohn LLP

PKF Littlejohn LLP
May 28, 2026



Consent of Independent Registered Public Accounting Firm

Horizon Quantum Computing Pte. Ltd
29 Media Cir. #05-22
Singapore, 138565

We hereby consent to the incorporation by reference in this Form S-8 to be filed on or about May 28, 2026 of our report dated October 21, 2025, relating to the consolidated financial statements of Horizon Quantum Computing Pte Limited, incorporated by reference in the Registration Statement for the years ended 31 December, 2024 and 2023.

We also consent to the reference to us under the heading "Experts" in the Registration Statement.

/s/ PKF Littlejohn LLP

PKF Littlejohn LLP
May 28, 2026

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 17, 2026, relating to the financial statements of dMY Squared Technology Group, Inc. (the "Company"), (which contains an emphasis of a matter relating to corporate and income tax withdrawals from the Trust Account as described in Note 1 to the financial statements, an emphasis of a matter relating to restatement of unaudited interim condensed financial statements as discussed in Note 2 to the financial statements, and an explanatory paragraph relating to substantial doubt about the ability of dMY to continue as a going concern as described in Note 1 to the financial statements), appearing in the Company's Annual Report on Form 10-K for the years ended December 31, 2025 and 2024.

/s/ WithumSmith+Brown, PC

WithumSmith+Brown, PC
New York, New York
May 28, 2026

**HORIZON QUANTUM HOLDINGS LTD. 2026 EQUITY INCENTIVE PLAN
RESTRICTED SHARE UNIT AWARD AGREEMENT**

I. NOTICE OF RESTRICTED SHARE UNIT AWARD

Participant Name: _____

Address: _____

Horizon Quantum Holdings Ltd. (UEN:202537774K), a Singapore public company limited by shares (the “*Company*”) hereby grants the undersigned Participant (the “*Participant*”) Restricted Share Units (“*RSUs*”) covering shares of the Company’s Class A ordinary shares (the “*Shares*”), subject to the terms and conditions of the Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan (the “*Plan*”) and this Award Agreement (the “*Award Agreement*”), as follows:

Grant Date: _____

Total Number of RSUs Granted: _____

Vesting Commencement Date: _____

Vesting Schedule: _____

II. AGREEMENT

1. Grant of RSUs.

(a) The Company hereby grants to the Participant named in the Notice of Restricted Share Unit Award (the “*Award*”) in Part I of this Agreement the RSUs set forth in the Notice of Restricted Share Unit Award as of the Grant Date set forth above. Each RSU represents the right to receive one Share, subject to the terms and conditions set forth in this Award Agreement and the Plan. The Participant will have no right to the distribution of any Shares until the time (if ever) the RSUs have vested.

(b) The RSUs are subject to the terms and conditions set forth in this Award Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Award Agreement, the terms of the Plan will control. Any capitalized terms not defined herein shall have the meaning set forth in the Plan.

(c) The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company’s general assets.

2. Vesting. The RSUs will vest according to the Vesting Schedule above, except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. Once vested, RSUs become “*Vested Units*” and shall be settled as provided in Section 3 below. When a Participant ceases to be a Service Provider, at any time before the RSUs have vested, the Participant’s unvested RSUs shall be automatically forfeited upon such cessation, and the Company shall not have any further obligations to the Participant with respect to such RSUs that have been so forfeited under this Award Agreement.

3. Settlement of Vested Units.

(a) As soon as practicable and generally within sixty (60) days following the vesting date (and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs if settlement of the RSUs cannot be settled within said sixty- (60) day period for reasons outside the reasonable control of the Company), the Company shall, (i) issue and deliver to the Participant the number of Shares equal to the number of Vested Units; and (ii) enter the Participant's name on the books of the Company as the shareholder of record with respect to the Shares delivered to the Participant.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Award Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

4. Rights as Shareholder; Dividend Equivalents.

(a) The Participant shall not have any rights of a shareholder with respect to the Shares underlying the RSUs unless and until the RSUs vest and are settled by the issuance of such Shares.

(b) Upon and following the settlement of the RSUs, the Participant shall be the record owner of the Shares underlying the RSUs unless and until such Shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting rights).

(c) The Participant shall not be entitled to any dividend equivalents with respect to the RSUs to reflect any dividends payable on Shares.

5. Restrictions. Until such time as the RSUs are settled in accordance with Section 3 above, the RSUs or the rights relating thereto may not be assigned, alienated, pledged, attached, sold, or otherwise transferred or encumbered by the Participant, unless determined otherwise by the Administrator. Any attempt to assign, alienate, pledge, attach, sell, or otherwise transfer or encumber the RSUs or the rights relating thereto in violation of this Award Agreement or the Plan shall be wholly ineffective.

6. Adjustments. The Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification, and termination in certain events as provided in this Award Agreement and the Plan.

7. Compliance. No Shares shall be issued pursuant to the settlement of Vested Units unless such issuance complies with Applicable Law. The Participant acknowledges that the Plan and this Award Agreement are intended to conform to the extent necessary with Applicable Law and, to the extent Applicable Law permits, will be deemed amended as necessary to conform to Applicable Law.

8. Participant's Representations. The Participant represents to the Company that the Participant has reviewed with the Participant's own tax advisors the tax consequences of receiving this Award Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant further agrees and represents that no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs or recoupment of any Shares acquired under the Plan or proceeds therefrom resulting from (i) the application of a clawback policy described in Section 10 hereof or required by Applicable Laws, or (ii) the Participant ceasing to be a Service Provider. Additionally, the Participant acknowledges, understands and agrees that: (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan, (b) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future Awards or benefits in lieu of future Awards, (c) the Participant is voluntarily participating in the Plan, (d) the Award and any income recognized therefrom is not part of normal or expected compensation or salary for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension or retirement or welfare benefits or similar payments, and (e) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty, and the value of such Shares acquired under the Plan may increase or decrease in the future.

9. Tax Obligations.

(a) The Participant acknowledges and agrees that the Participant is ultimately liable for all federal, state, local, and non-U.S. income taxes, social insurance, payroll tax, fringe benefits tax, and payments on account or other tax-related items related to the Participant's participation in the Plan (collectively, "**Tax Items**"). The Participant acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Item in connection with any aspect of the Award, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Participant's liability for Tax Items or achieve a particular result. Furthermore, if the Participant becomes subject to Tax Items in more than one jurisdiction, the Participant acknowledges that the Company may be required to withhold or account for Tax Items in more than one jurisdiction. The Participant acknowledges and agrees that the Company may refuse to deliver the Shares if withholding amounts for Tax Items are not satisfied.

(b) Prior to the applicable taxable or tax withholding event, as applicable, the Participant shall pay or make adequate arrangements satisfactory to the Company to satisfy all Tax Items.

(i) If the RSUs are paid to the Participant in Shares and the Participant is not subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Participant authorizes the Company or its agents, at their discretion, to (A) withhold from the Participant's wages or other cash compensation paid to the Participant by the Company, (B) arrange for the sale of Shares to be issued upon the settlement of the Award (on the Participant's behalf and at the Participant's direction pursuant to this authorization or such other authorization the Participant may be required to provide to the Company or its designated broker in order for such sale to be effectuated) and withhold from the proceeds of such sale, (C) withhold in Shares otherwise issuable to the Participant pursuant to this Award, and/or (D) apply any other method of withholding determined by the Company and, to the extent required by Applicable Law or the Plan, approved by the Administrator.

(ii) If the RSUs are paid to the Participant and the Participant is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Participant may satisfy the liabilities with respect to the Tax Items by one of the following, as determined by the Participant or the Administrator: (A) cash or check, (B) in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the Tax Item liability, valued at their fair market value on the date of delivery, or (C) in whole or in part by the Company withholding Shares otherwise vesting or issuable under this Award.

(c) Depending on the withholding method, the Company may withhold or account for Tax Items by considering applicable statutory or other withholding rates, including minimum or maximum rates in the jurisdiction(s) applicable to the Participant. If liability for Tax Items is satisfied by withholding Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares to which the Participant is entitled pursuant to this Award, notwithstanding that a number of Shares are withheld to satisfy Tax Item liabilities.

(d) Section 409A. This Restricted Share Unit Award is intended to be exempt from Section 409A, and it shall be administered and interpreted in a manner that is consistent with such intent.

10. Compensation Recovery.

(a) The Participant agrees that this Award and any Shares or other benefits or proceeds therefrom that the Participant may receive hereunder shall be subject to forfeiture and/or repayment to the Company pursuant to any recovery, recoupment, "clawback" or similar policy of the Company, as may be amended from time to time, and with the provisions of any such Company policy deemed incorporated into this Award Agreement without the Participant's additional or separate consent.

(b) At any time during the three years following the date on which Shares subject to this Award vest, the Company reserves the right to and, in the appropriate cases, will seek restitution of all or part of any Shares that have been issued or cash that has been paid pursuant to this Award Agreement if: (A) (i) the number of Shares or the amount of cash payment was calculated based, directly or indirectly, upon the achievement of financial results that were subsequently the subject of a restatement of all or a portion of the Company's financial statements, (ii) the Participant engaged in intentional misconduct that caused or partially caused the need for such a restatement, and (iii) the number of Shares or the amount of cash payment that would have been issued or paid to the Participant had the financial results been properly reported would have been lower than the number of Shares actually issued or the amount of cash actually paid, or (B) the Participant has been determined to have committed a material violation of law or Company policy or to have failed to properly manage or monitor the conduct of a Service Provider who has committed a material violation of law or Company policy whereby, in either case, such misconduct causes significant harm to the Company.

(c) In the event the number of Shares issued or cash paid pursuant to this Award is determined to have been based on materially inaccurate financial statements or other Company performance measures or on calculation errors (without any misconduct on the part of the Participant), the Company reserves the right to and, in appropriate cases, will (i) seek restitution of the Shares or cash paid pursuant to this Award to the extent that the number of Shares issued or the amount paid exceeded the number of Shares that would have been issued or the amount that would have been paid had the inaccuracy or error not occurred, or (ii) issue additional Shares or make additional payment to the extent that the number of Shares issued or the amount paid was less than the correct amount.

(d) For purposes of the foregoing, the Participant expressly and explicitly authorizes the Company to issue instructions on the Participant's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to this Award to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of its rights under this Section 10. By accepting this Award, the Participant agrees and acknowledges the Participant is obligated to cooperate with and provide any and all assistance requested by the Company in its efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Award, which may include, but shall not be limited to, executing, completing and submitting any documentation necessary to facilitate the Company's efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Award. Additionally, by accepting this Award, the Participant acknowledges and agrees that no recovery or recoupment action pursuant to this Section 10, any Company clawback policy or otherwise will constitute an event that triggers or contributes to any right of the Participant to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

(e) This Section 10 is not intended to limit the Company's power to take such action as it deems necessary to remedy any misconduct, prevent its reoccurrence and, if appropriate, based on all relevant facts and circumstances, punish the wrongdoer in a manner it deems appropriate.

11. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "**Relevant Companies**") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "**Relevant Information**"). By entering into this Agreement, the Participant (i) authorizes each Relevant Company to collect, process, register and transfer to each other Relevant Company all Relevant Information; (ii) waives any privacy rights the Participant may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction which a Relevant Company considers appropriate. The Participant shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with Applicable Law.

12. Notices. Any notice to be given under this Award Agreement to the Company must be in writing and addressed to the Company in care of the Company's General Counsel at the Company's principal office or the General Counsel's then-current email address. Any notice to be given under the terms of this Award Agreement to the Participant must be in writing and addressed to the Participant at the Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section 12, either party may designate a different address for notices to be given to the party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office, or when delivered by a nationally recognized express shipping company.

13. Entire Agreement; Governing Law. The Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. This Award Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; provided, however, that except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Award Agreement shall materially and adversely affect the Participant's interest without the prior written consent of the Participant. This Award Agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Delaware.

14. Award Agreement Severable. In the event that any provision of this Award Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of this Award Agreement.

15. Counterparts. This Award Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Award Agreement may be by actual or facsimile signature.

16. Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

17. Language. Participant acknowledges that the Participant is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, to allow the Participant to understand the terms and conditions of this Award Agreement. If the Participant received this Award Agreement or any other document related to this Award and/or the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise required by Applicable Law.

18. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED SHARE UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND NOT THROUGH THE ACT OF BEING GRANTED THIS AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, OR FOR ANY PERIOD AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant acknowledges receipt of a copy of the Plan and represents that Participant is familiar with the terms and provisions thereof, and hereby accepts this Restricted Share Unit Award, subject to all of the terms and provisions of the Plan and this Award Agreement. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of the Award. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Award, or this Award Agreement. The Participant further agrees to notify the Company upon any change in the residence address indicated below.

Signature Page Follows

PARTICIPANT

Signature

Print Name

Residence Address

HORIZON QUANTUM HOLDINGS LTD.

By

Print Name

Print Title

**HORIZON QUANTUM HOLDINGS LTD. 2026 EQUITY INCENTIVE PLAN
SHARE OPTION GRANT AGREEMENT**

I. NOTICE OF OPTION GRANT

Grantee Name: _____

Address: _____

Horizon Quantum Holdings Ltd. (UEN: 202537774K), a Singapore public company limited by shares (the “*Company*”) hereby grants the undersigned Grantee (the “*Grantee*”) a share option (the “*Option*”) to purchase shares of the Company’s Class A ordinary shares (the “*Shares*”), subject to the terms and conditions of the Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan (the “*Plan*”) and this Share Option Grant Agreement (the “*Grant Agreement*”), as follows:

Grant Date: _____

Vesting Commencement Date: _____

Exercise Price per Share: \$ _____

Total Number of Shares Granted: _____

Total Exercise Price: US\$ _____

Type of Option: **Incentive Share Option**
 Nonqualified Share Option

Term/Expiration Date: _____

Vesting Schedule: _____

Exercise Period: To the extent vested, this Option shall be exercisable for three (3) months after the Grantee ceases to be a Service Provider, except this period shall be twelve (12) months if the Grantee ceases to be a Service Provider on account of Disability and this Option shall remain exercisable until the Option’s Term/Expiration Date if the Grantee ceases to be a Service Provider on account of the Grantee’s death. If the Grantee ceases to be a Service Provider, at any time before all of the Option has vested, the Grantee’s unvested portion of the Option shall be automatically forfeited upon such cessation, and the Company shall not have any further obligations to the Grantee with respect to the Option or portion thereof that has been so forfeited under this Grant Agreement. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above, and if a Grantee’s status as a Service Provider is terminated for Cause, the Grantee’s Option (whether vested or unvested) shall terminate as of the date of the misconduct.

II. GRANT AGREEMENT

1. Grant of Option.

(a) Pursuant to the terms of the Plan, the Company hereby grants to the Grantee named in the Notice of Option Grant in Part I of this Grant Agreement, an Option to purchase the number of Shares set forth in the Notice of Option Grant, at the exercise price per Share set forth in the Notice of Option Grant (the “**Exercise Price**”). In the event of a conflict between the terms and conditions of the Plan and this Grant Agreement, the terms and conditions of the Plan shall prevail. Any capitalized terms not defined herein shall have the meaning set forth in the Plan.

(b) If designated in the Notice of Option Grant as an Incentive Share Option (“**ISO**”), this Option is intended to qualify as an “incentive stock option” as defined in Code Section 422. Nevertheless, to the extent that it exceeds the \$100,000 rule of Code Section 422(d), this Option shall be treated as a Nonqualified Share Option (“**NSO**”). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as an NSO. In no event shall the Company or any affiliate or any of their respective employees or directors have any liability to the Grantee (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Exercise of Share Option. This Option shall be exercisable during its term as follows:

(a) Right to Exercise. This Option shall be exercisable cumulatively according to the vesting schedule set forth in the Notice of Option Grant, but the Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the “**Exercise Notice**”) or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option (to the extent then vested), the number of Shares with respect to which the Option is being exercised (the “**Exercised Shares**”), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable withholding taxes. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable withholding taxes.

(c) Compliance. No Shares shall be issued pursuant to the exercise of the Option unless such issuance and such exercise comply with Applicable Law. Assuming such compliance, for income tax purposes, the Shares shall be considered transferred to the Grantee on the date on which the Option is exercised with respect to such Shares. The Shares shall be unregistered unless the Company voluntarily files a registration statement covering such Shares with the U.S. Securities and Exchange Commission.

3. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Grantee:

- (a) cash;
- (b) delivery of Shares that the Grantee has owned for at least six months (valued at Fair Market Value on the date of exercise);

- (c) by a broker-assisted cashless exercise in accordance with procedures approved by the Administrator, whereby payment of the Exercise Price may be satisfied, in whole or in part, with Shares subject to the Option by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Administrator) to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of the aggregate Exercise Price;
- (d) for a NSO only and only if approved by the Administrator, as determined in its sole discretion, by delivery of a notice of “net exercise” to the Company, pursuant to which the Grantee shall receive the number of Shares underlying the Option so exercised reduced by the number of Shares equal to the aggregate Exercise Price of the Option divided by the Fair Market Value on the date of exercise;
- (e) if approved by the Administrator, such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Law; or
- (f) any combination of the foregoing methods of payment.

4. Restrictions on Exercise. This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such Shares would constitute a violation of Applicable Law.

5. Nontransferability of Option. This Option may not be transferred in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of the Grantee only by the Grantee. The terms of this Grant Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the Grantee.

6. Term of Option. This Option may be exercised only within the term set out in the Notice of Option Grant and may be exercised during such term only in accordance with the terms of this Grant Agreement and the Plan.

7. Tax Obligations.

(a) Applicable Withholding Taxes. The Grantee agrees to make appropriate arrangements with the Company (or the affiliate employing or retaining the Grantee) for the satisfaction of all applicable withholding taxes applicable to the Option exercise. The Grantee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such applicable withholding taxes are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to the Grantee herein is an ISO, and if the Grantee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, the Grantee shall immediately notify the Company in writing of such disposition.

(c) Section 409A. The Option is intended to be exempt from Section 409A, and it shall be administered and interpreted in a manner that is consistent with such intent.

8. Entire Agreement; Governing Law. This Grant Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified in a manner materially adverse to the Grantee's interest except by means of a writing signed by the Company and the Grantee. This Grant Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any choice of law principles.

9. Notices. Any notice to be given under this Grant Agreement to the Company must be in writing and addressed to the Company in care of the Company's Secretary at the Company's principal office or the Secretary's then-current email address. Any notice to be given under the terms of this Grant Agreement to the Grantee must be in writing and addressed to the Grantee at the Grantee's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section 9, either party may designate a different address for notices to be given to the party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office, or when delivered by a nationally recognized express shipping company.

10. Compensation Recovery.

(a) The Grantee agrees that this Option and any Shares or other benefits or proceeds therefrom that the Grantee may receive hereunder shall be subject to forfeiture and/or repayment to the Company pursuant to any recovery, recoupment, "clawback" or similar policy of the Company, as may be amended from time to time, and with the provisions of any such Company policy deemed incorporated into this Grant Agreement without the Grantee's additional or separate consent.

(b) At any time during the three years following the date(s) on which this Option vests, the Company reserves the right to and, in the appropriate cases, will seek restitution of all or part of any Shares that have been issued pursuant to this Grant Agreement if the Grantee engaged in intentional misconduct that caused or partially caused the need for such a restatement, or the Grantee has been determined to have committed a material violation of law or Company policy or to have failed to properly manage or monitor the conduct of a Service Provider who has committed a material violation of law or Company policy whereby, in either case, such misconduct causes significant harm to the Company.

(c) In the event the number of Shares issued pursuant to this Option is determined to have been based on materially inaccurate financial statements or other Company performance measures or on calculation errors (without any misconduct on the part of the Grantee) at any time during the three years following the date(s) on which this Option vests, the Company reserves the right to and, in appropriate cases, will seek restitution of the Shares received pursuant to this Grant to the extent that the number of Shares received exceeded the number of Shares that would have been exercised and issued had the inaccuracy or error not occurred.

(d) For purposes of the foregoing, the Grantee expressly and explicitly authorizes the Company to issue instructions on the Grantee's behalf, to any brokerage firm and/or third-party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to this Option to re-convey, transfer or otherwise return such Shares to the Company upon the Company's enforcement of its rights under this Section 10. By accepting this Grant, the Grantee agrees and acknowledges the Grantee is obligated to cooperate with and provide any and all assistance requested by the Company in its efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Grant, which may include, but shall not be limited to, executing, completing and submitting any documentation necessary to facilitate the Company's efforts to recover or recoup Shares or the proceeds received therefrom pursuant to this Grant. Additionally, by accepting this Grant, the Grantee acknowledges and agrees that no recovery or recoupment action pursuant to this Section 10, any Company clawback policy or otherwise will constitute an event that triggers or contributes to any right of the Grantee to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

(e) This Section 10 is not intended to limit the Company's power to take such action as it deems necessary to remedy any misconduct, prevent its reoccurrence and, if appropriate, based on all relevant facts and circumstances, punish the wrongdoer in a manner it deems appropriate.

11. Data Privacy Consent. In order to administer the Plan and this Grant Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "**Relevant Companies**") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Grant Agreement (the "**Relevant Information**"). By entering into this Grant Agreement, the Grantee (i) authorizes each Relevant Company to collect, process, register and transfer to each other Relevant Company all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction which a Relevant Company considers appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with Applicable Law.

12. Language. Grantee acknowledges that the Grantee is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, to allow the Grantee to understand the terms and conditions of this Grant Agreement. If the Grantee received this Grant Agreement or any other document related to this Grant and/or the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise required by Applicable Law.

13. Counterparts. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Grant Agreement may be by actual or facsimile signature.

14. No Guarantee of Continued Service. THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE OPTION PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE AFFILIATE EMPLOYING OR RETAINING GRANTEE) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION, OR ACQUIRING SHARES HEREUNDER. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS GRANT AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, OR FOR ANY PERIOD AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE AFFILIATE EMPLOYING OR RETAINING GRANTEE) TO TERMINATE GRANTEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

The Grantee represents that the Grantee is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. The Grantee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Agreement, and fully understands all provisions of the Option. The Grantee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions arising under this Option or this Grant Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated below.

Signature Page Follows

GRANTEE

Signature

Print Name

Residence Address

HORIZON QUANTUM HOLDINGS LTD.

By

Print Name

Print Title

EXHIBIT A

EXERCISE NOTICE

Horizon Quantum Holdings Ltd.
[Address]
Attention: Secretary

1. **Exercise of Option.** Effective as of today, _____, _____, the undersigned (the "***Grantee***") hereby elects to exercise the Grantee's share option (the "***Option***") to purchase _____ Class A ordinary shares (the "***Shares***") of Horizon Quantum Holdings Ltd. (the "***Company***") under and pursuant to the Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan (the "***Plan***") and the Share Option Grant Agreement, dated _____, _____, by and between the Company and the Grantee (the "***Grant Agreement***").

2. **Delivery of Payment.** The Grantee herewith delivers to the Company the full purchase price of the Shares, as set forth in the Grant Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. **Rights as Shareholder.** Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares shall be issued to the Grantee as soon as practicable after the Option is exercised in accordance with the Grant Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance.

4. **Tax Consultation.** The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the Grantee's purchase or disposition of the Shares. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the purchase or disposition of the Shares and that the Grantee is not relying on the Company for any tax advice.

5. **Interpretation.** Any dispute regarding the interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties.

6. **Governing Law; Severability.** This Exercise Notice will be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any choice of law principles. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice shall continue in full force and effect.

7. Entire Agreement. The Grant Agreement and Plan are incorporated herein by reference. This Exercise Notice and the Grant Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof.

Submitted by:

GRANTEE

Signature

Print Name

Address:

Accepted by:

HORIZON QUANTUM HOLDINGS LTD.

By

Print Name

Print Title

Date Received

CALCULATION OF FILING FEE TABLES

S-8

Horizon Quantum Holdings Ltd.

Table 1: Newly Registered Securities

Security Type	Security Class Title	Notes	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A Ordinary Shares, with no par value	(1)	Other	12,774,942	\$ 11.20	\$ 143,079,350.40	0.0001381	\$ 19,759.26
					Total Offering Amounts:	\$ 143,079,350.40		19,759.26
					Total Fee Offsets:			0.00
					Net Fee Due:			\$ 19,759.26

Offering Note(s)

- (1) This Registration Statement registers 12,774,942 Class A ordinary shares, with no par value (the "Class A Ordinary Shares"), of Horizon Quantum Holdings Ltd. (the "Registrant") of which (i) up to 6,375,193 Class A Ordinary Shares are issuable upon exercise of certain equity stock options currently issued and outstanding, subject to certain vesting provisions; and (ii) 6,399,749 that will be reserved for issuance under Horizon Quantum Holdings Ltd. 2026 Equity Incentive Plan. Estimated solely for the purpose of calculating the registration fee which was computed in accordance with Rules 457(c) and 457(h)(1) under the Securities Act of 1933, as amended, on a basis of the average of the high and low sales prices of the Class A Ordinary Shares last reported on The Nasdaq Capital Market on May 19, 2026.