

## GENERAL TERMS AND CONDITIONS (Version dated 1 Aug 2021)

By entering into an agreement with ProfilePrint to use and access the Solution, you (also referenced as the "**Customer**") agree to these General Terms and Conditions ("**General T&Cs**"), which form part of the Subscription Agreement under which the Solution was supplied, and other terms and conditions which ProfilePrint may have prescribed (collectively "**the Agreement**"). These General T&Cs supplement and do not supersede the other terms of the Agreement.

### 1. ACCESS TO SOLUTION & SERVICES

1.1 In relation to the Authorised Users and their respective access accounts, Customer agrees and undertakes and shall procure that:

- (a) each Authorised User shall keep a secure password for his use of the Services and shall keep his password confidential;
- (b) each Authorised User shall not provide, distribute or share, or enable the provision, distribution or sharing of, Customer's log-in credentials (or any data from the Services associated therewith) with any third party;
- (c) each Authorised User shall, in its sole responsibility, maintain the confidentiality of his/her account information for the Services (including any usernames and passwords). Customer shall not at any time disclose such account information to any other party. Customer will be fully responsible for any disclosure or unauthorised use thereof and for all activities that occur under Customer's password or account; and

1.2 Customer acknowledges and agrees that:

- (a) ProfilePrint will treat all data and information provided by Customer as well as interactions with the Services to have been provided or carried out by Customer without further inquiry or investigation. ProfilePrint may also prescribe other security procedures applicable to the Services, which Customer must comply with;
- (b) ProfilePrint shall not be responsible or liable for any Losses caused to or damage incurred or suffered by Customer or any person by reason of or arising from or as a consequence of any use of Customer's account information, performing any transactions, and/or Customer's failure to comply with Paragraph 1.1. If Customer believe that the security of its account information has been compromised, Customer shall forthwith notify ProfilePrint immediately;
- (c) ProfilePrint may from time to time without giving any reason or prior notice:
  - (i) upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the Services and its components, functionalities, features or services (collectively, "**Services Functions**"), vary user account rights or impose user account restrictions, resource limits or fees or suspend or terminate Services Functions and/or user rights;
  - (ii) substitute any hosting or other service provider of in connection with any underlying infrastructure, middleware, application software, and application data as determined by ProfilePrint in its sole and absolute discretion, without ascribing any reasons whatsoever;
  - (iii) suspend the provision of, whether in whole or in part, the Services and/or Service Functions for maintenance purposes; and/or
  - (iv) deny or restrict access to the Services and/or Service Functions whether to any user or generally, or to block access from or to any resources, at any time, including in the event of a violation or alleged violation of this Agreement, Customer's act or omission that causes harm to ProfilePrint's brand, reputation or business as determined by ProfilePrint in its sole and absolute discretion, without ascribing any reasons whatsoever,

and in any such event, Customer agree that no claims shall lie against ProfilePrint or its agents or its service providers in connection therewith;

- (d) in no event shall ProfilePrint be liable to Customer or any third parties for any information (including Confidential Information and/or Customer Data) transmitted or disclosed to third parties with Customer's consent and/or direction, and Customer shall take full responsibility for such transmission or disclosure; and
- (e) unless explicitly stated otherwise, any new features that augment or enhance the current Services, shall be subjected to this Agreement.

1.3 Customer undertakes not to (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):

- (a) use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable law, including infringement of ProfilePrint's intellectual property rights or those of any third party in relation to the Services;
- (b) use the Services in a way that could damage, disable, impair or compromise the Services (or the systems or security of the Services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of ProfilePrint; and/or
- (c) use any automated process or service to access and/or use the Services.

1.4 Parties acknowledge and agree that ProfilePrint will provide the Services based solely on the training data for the model, test samples and/or Customer Data provided by Customer. ProfilePrint does not independently verify the origin or quality, of the training data, samples, and/or accuracy or completeness of Customer Data. The PP Characteristics Profile provided to Customer are dependent on the quality of the training data, samples, and accuracy or completeness of Customer Data, and may also be subject to human or instrumental error. The risk of error may be minimised by adhering to ProfilePrint's instructions in connection with the Services and/or Device. No one other than Customer may rely on the PP Characteristics Profile, and Customer is solely responsible for drawing any conclusions based on the information presented in the PP Characteristics Profile.

## 2. CUSTOMER'S OBLIGATIONS

2.1 Customer undertakes to:

- (a) provide ProfilePrint with:
  - (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all information as may be required by ProfilePrint,

in order to provide the Services, including but not limited to security access information, configuration services and Customer Data (including but not limited to information regarding product type, fingerprint data, origin, taste profile, grade, nutritional information and other relevant details), and also ensure that any information provided shall always be accurate, correct and complete;
- (b) without affecting its other obligations under this Agreement, comply with all Applicable Law with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for ProfilePrint, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (f) take such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a third party;
- (g) ensure that its network and systems comply with the relevant specifications provided by ProfilePrint from time to time; and
- (h) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to ProfilePrint's data centres, and all problems, conditions, delays, delivery failures and all other Losses or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.

2.2 Customer further acknowledges and agrees that

- (a) the Services will use transmissions over the Internet which are never completely private or secure. Customer acknowledges that any personal data, message or information which it sends in the course of the use of the Services may be made public on the Services, and also read or intercepted by others, and use of the Services is entirely at its own risk; and
- (b) Customer is solely responsible for:

- (i) ensuring that the Services and its security (1) is appropriate for its Customer Data and its intended use; (2) has the appropriate or required certifications for its Customer Data; and (3) meets all its requirements including any legal requirements that apply to Customer or its Customer Data;
- (ii) taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of its Customer Data. Those steps include (1) controlling access Customer provide to its Authorised Users, (2) configuring the Services appropriately, (3) ensuring the security of its Customer Data while it is in transit to and from the Services, (4) using encryption technology to protect its Customer Data, and (5) backing up its Customer Data;
- (iii) making reasonable security arrangements to prevent unauthorised access to or use of the Service, and shall notify ProfilePrint immediately of any such unauthorised access to or use of the Service or other known breach of security;
- (iv) installing antivirus or other mobile security software to protect against any security or other vulnerabilities which may arise in connection with the use of the Services; and

### 3. USE OF PROFILEPRINT HUB

3.1 ProfilePrint Hub allows Customer to place orders for goods from independent suppliers listed on ProfilePrint Hub (each a "**Merchant**"). Parties agree that:

- (a) ProfilePrint does not own, sell or resell any goods offered on ProfilePrint Hub ("**Products**") and does not control nor is it responsible for the Merchants, the goods provided by them or the quality thereof;
- (b) all prices reflected on ProfilePrint Hub are determined solely by the Merchants;
- (c) when Customer places an order for any item offered for sale by a Merchant through ProfilePrint Hub ("**Order**"), the order by Customer constitutes an offer to the Merchant to purchase such item on the terms set out herein and as specified by the Merchant;
- (d) Customer's Order may in the sole and absolute discretion of the relevant Merchant be accepted or rejected by each of them respectively. A contract for the purchase and delivery of the items comprised in your Order ("**Contract**") will only arise where your order is communicated to you as having been accepted by each of the Merchant and an Order confirmation is issued to you. Customer shall not be entitled to cancel the Order upon confirmation. The Merchants may contact Customer to confirm the details of the Contract, any change in the Contract (for instance, due to unavailability), the price to be paid or any change thereof and/or the estimated delivery time. All Products are at Customer's risk of loss or damage from the time the Merchant has appropriated the same in respect of Customer's Order;
- (e) prices of Products may, for reasons such as technical issues, typographical errors or outdated product information supplied by the Merchants, be incorrectly reflected and in such an event the Merchants may cancel Customer's order(s). Where applicable, Orders will include delivery fees and any applicable tax (e.g. goods and services tax, value-added tax, etc.);
- (f) except as expressly set out under applicable refund policies as may be notified to Customer by ProfilePrint and/or the Merchant, all sales are final, and no returns, replacements or refunds are permitted; and
- (g) Customer understands that any Order is subject to Product availability and location serviceability of Merchants, as well as these terms and any additional terms and conditions of the Merchants. Customer shall exclusively pursue any claims, loss or damage you may suffer relating to any orders against the Merchants directly and hold ProfilePrint harmless against the same. In particular, you agree that ProfilePrint:
  - (i) is not responsible for the Merchant's performance or non-performance of the Contract. All Products offered on the Platform are provided by the respective Merchants and not ProfilePrint and shall be subject to their respective terms and conditions. ProfilePrint shall not be a party to any contracts for such Products;
  - (ii) is not liable to Customer or to any third party for any loss or damage (including with respect to personal injuries) which may arise from or in connection with the Merchant's performance or non-performance of any Contract, including in connection with the nature, quality or fitness for purpose of the Products (or due to any defect therein), or arising in any other way;
  - (iii) does not make any warranty, representations or endorsements to you or other end-users / end-consumers as to the quality or nature or suitability of any Products. Descriptions, statements and any other information about Products displayed on the Platform are provided by Merchants and are "as offered" by them. ProfilePrint does not verify these descriptions or statements and ProfilePrint disclaims all warranties and representations in relation to any such Merchants and their

Products. ProfilePrint does not endorse any Merchants or Products featured on ProfilePrint Hub; and

- (iv) ProfilePrint do not have control over, and shall not be liable for the quality, safety, morality or legality of any aspect of the Products offered by any Merchants, the accuracy of the Products which are offered by the Merchants.

3.2 ProfilePrint Hub also allows Customer to list their goods for sale on ProfilePrint Hub ("**Customer Products**"). By listing Customer Products on ProfilePrint Hub, Customer hereby undertakes, represents and warrants to ProfilePrint that:

- (a) Customer has good title to each of the Customer Products;
- (b) Customer has the right to retail each of the Products on or through ProfilePrint Hub in accordance with this Agreement and has obtained all necessary permits and licences to do so;
- (c) the retail of each of the Customer Products on or through ProfilePrint Hub shall, at all times during the term of this Agreement, comply with all applicable law, regulations and industry codes, including without limitation, all revenue, customs, excise and import and export control laws, the Personal Data Protection Act 2012, Sale of Goods Act (Cap 393), Consumer Protection (Fair Trading) Act (Cap 52A), and Singapore Code of Advertising Practice;
- (d) none of the Customer Products will infringe any IPR or other rights of any third party;
- (e) the Customer Products shall strictly conform to any and all product warranties, including such warranties specifications, drawings, samples, performance criteria, and other descriptions as may be stated by Customer on or through ProfilePrint Hub for the relevant Customer Product, as well as applicable quality, safety and hygiene requirements;
- (f) the Customer Products shall be merchantable and be of satisfactory quality;
- (g) ProfilePrint shall be entitled, but is not obliged, to curate the Customer Products which Customer is permitted to retail on or through ProfilePrint Hub, and require Customer to comply with such additional terms applicable to specific Customer Product listings from time to time (including content requirements such as product description);
- (h) ProfilePrint, in its sole discretion, shall also be entitled to prohibit Customers from listing any Customer Products. In addition, ProfilePrint may remove any of Customer's listings in ProfilePrint's sole and absolute discretion at any time and without prior notice to Customer, including without limitation where Customer is determined by ProfilePrint to be in breach of any terms of this Agreement.
- (i) Customer shall be solely and entirely responsible for:
  - (i) all matters of the transaction (including order fulfilment, defective services and products,) and fulfilling all orders and processing all claims, refunds and/or repayments;
  - (ii) co-operating with ProfilePrint to facilitate resolution of any queries, actions taken, disputes, complaints and/or any claims made by others in relation to the Customer Products;
  - (iii) taking all necessary action as required under this Agreement to process and facilitate all cancellations, Customer Product returns, refunds, price adjustments, disputes and chargebacks, and/or lost Customer Products; and
  - (iv) any recalls of Customer Products sold through the Platform, including that Customer shall be solely responsible for any non-conformity or defect in, or any public or private recall of Customer Products.
- (j) as between ProfilePrint and Customer, Customer shall bear the risk of erroneous or fraudulent transactions, and all losses related thereto; and
- (k) Customer acknowledges and accepts full responsibility and liability for any and all Losses arising out of or in connection with any breach of this Paragraph 3.2 and/or its inability to fulfil any obligations under any transaction.

3.3 Customer acknowledges and agrees that Paragraph 7.1 shall not impose any obligation upon ProfilePrint with respect of any Customer's Confidential Information disclosed, provided and/or otherwise made available on or through ProfilePrint Hub.

3.4 Without prejudice to Paragraph 8.3, when Customer provide content using ProfilePrint Hub (directly or indirectly), Customer grants ProfilePrint a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through

multiple tiers) right to exercise any and all Intellectual Property Rights Customer has in that content in connection with the provision, expansion, and promotion of ProfilePrint Hub, in any media known now or developed in the future. To the fullest extent permitted under applicable law, Customer waives its right to enforce its Intellectual Property Rights in that content against ProfilePrint, ProfilePrint's assignees, ProfilePrint's sublicensees, and their assignees in connection with ProfilePrint's, those assignees', and those sublicensees' use of that content in connection with the provision, expansion, and promotion of ProfilePrint Hub.

#### 4. FEES AND CHARGES

4.1 Customer shall pay to ProfilePrint the Fees in such manner and at the rates set out in the Subscription Agreement within [thirty (30) days] of receipt of invoice, and Customer further agrees to bear all taxes and other duties payable thereon (including in the case of bank transfers, any bank charges thereon). ProfilePrint may, at its discretion provide new Services to Customer from time to time and the terms and conditions of this Agreement shall apply accordingly. If required, Profileprint and Customer shall enter into a statement of work for the terms and conditions of these new Services. Such statement of work shall be read and construed as one document with this Agreement, and such statement of work shall be considered as an integral part of this Agreement.

4.2 Customer acknowledges and agrees that if Customer fail to make payment when due, ProfilePrint shall have the right to:

- (a) charge Customer interest at [one and a half percent (1.5%)] per month on the amounts outstanding, from the date such payment is due until the date payment is made in full;
- (b) suspend the Services until the date payment is made in full; and/or
- (c) where applicable, suspend delivery of Devices without any liability to Customer whatsoever until payment by Customer has been made in full.

#### 5. DATA PROTECTION

5.1 If Customer provides ProfilePrint or ProfilePrint's employees, agents, servants or independent contractors appointed by ProfilePrint with Personal Data of any individual (including where applicable, Customer's officers, employees, independent contractors, agents), Customer undertakes, represents and warrants to ProfilePrint that Customer has obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her Personal Data by ProfilePrint or ProfilePrint's employees, agents or independent contractors appointed by ProfilePrint for the purposes of fulfilling its obligations and providing the services required under the Agreement and in compliance with the Data Protection Laws.

5.2 Parties acknowledge and agree that there will be no disclosure of personal data from ProfilePrint to Customer in connection with this Agreement. Any such disclosure of personal data will be subject to separate terms and conditions to be mutually agreed in writing.

5.3 The rights and obligations under this Paragraph 5 shall survive the termination of this Agreement.

#### 6. THIRD PARTY PROVIDERS

6.1 Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase goods and services from, third parties via third-party websites and that it does so solely at its own risk. ProfilePrint makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between Customer and the relevant third party, and not ProfilePrint. ProfilePrint recommends that Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. ProfilePrint does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

#### 7. CONFIDENTIALITY

7.1 Parties agree and acknowledge that:

- (a) each Party shall hold the other Party's Confidential Information in confidence and not make the Confidential Information available to any third party, or use ProfilePrint's Confidential Information for any purpose other than the implementation of this Agreement;
- (b) each Party shall take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement;

- (c) each Party may disclose the other Party's Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Paragraph 7.1(c), it takes into account the reasonable requests of the other Party in relation to the content of such disclosure; and
  - (d) upon any termination or expiration of this Agreement, each Party shall cease using any Confidential Information of the other Party. Within 90 (ninety) days after termination of this Agreement, each Party may request in writing from the other Party that the other Party at its discretion either return or destroy all Confidential Information received from the disclosing Party and stored electronically and/or on record-bearing media as well as any copies thereof. The other Party shall confirm in writing such destruction or return of the Confidential Information as well as any copies thereof to the disclosing Party within thirty (30) Business Days after receipt of the disclosing Party's request.
- 7.2 Customer further acknowledges and agrees that ProfilePrint's Confidential Information includes Aggregated Data and/or ProfilePrint Data (including without limitation the PP Characteristics Profile) and such Aggregated Data and/or ProfilePrint Data (including without limitation the PP Characteristics Profile) do not constitute Customer's Confidential Information.
- 7.3 This Paragraph 7 shall not impose any obligation upon each Parties with respect to the other Party's Confidential Information that:
- (a) was in the possession of the Party without an obligation to confidentiality prior to receipt from the other Party;
  - (b) is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this Agreement by the Party or the breach of the corresponding obligations by any of its employees
  - (c) is lawfully obtained by the Party from a third party without an obligation to confidentiality;
  - (d) is developed by the Party independently of any Confidential Information or under the exceptions as set out in this Paragraph 7.3;
  - (e) is required to be disclosed by any ruling of a competent governmental or regulatory authority or court or by mandatory law; and/or
  - (f) is approved for release by written agreement of the other Party.
- 7.4 The rights and obligations under this Paragraph 7 shall survive the termination of this Agreement.

## 8. INTELLECTUAL PROPERTY

- 8.1 Customer acknowledges and agrees that ProfilePrint and/or its licensors own all IPR in the Services, Devices, Platform and/or Proprietary System, including but not limited to all improvements, enhancements, modifications, and derivative works thereof, and all IPR in all of them. Except as expressly stated herein, this Agreement does not grant Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Devices, Platform and/or Proprietary System. Customer further acknowledges and agrees that ProfilePrint, ProfilePrint logo, and other ProfilePrint logos and Devices and service names are trademarks of ProfilePrint (the "**ProfilePrint Marks**"). Without ProfilePrint's prior written consent, Customer agrees not to display or use in any manner, ProfilePrint Marks.
- 8.2 Without prejudice to the generality of Paragraph 8.1, Customer acknowledges and agrees that ProfilePrint shall own all IPR in Aggregated Data and ProfilePrint Data (including without limitation the PP Characteristics Profile). Nothing in this Agreement shall be construed as prohibiting ProfilePrint from using and/or disclosing Aggregated Data and/or ProfilePrint Data (including without limitation the PP Characteristics Profile) for its own commercial purposes.
- 8.3 Subject to Paragraph 8.2, Customer shall own all IPR in Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 8.4 Customer acknowledges and agrees that:
- (a) the intellectual property rights in all materials published on Services (including, but not limited to documents or data in any format, news articles, photographs, images, illustrations, audio clips and video clips) are owned by ProfilePrint or the party credited as the provider of such materials. Customer shall at all times abide by all additional copyright notices, information, or restrictions contained in any materials accessed through the Services; and

- (b) the licences granted herein do not confer on Customer any rights to use any other intellectual property rights of ProfilePrint, including ProfilePrint's logo and any other logos, service marks, slogans, product names and designations and other proprietary indicia used as part of the Services, all of which are and remain the property of ProfilePrint.

8.5 Customer undertakes not to (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):

- (a) reproduce, adapt, republish, translate, publish, display, communicate, hyperlink, post, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit the whole or any part of the Services, use of the Services, or access to the Services in any manner or by any means or stored in an information retrieval system except to the extent permitted and with ProfilePrint's prior written permission and/or that of the relevant rights owner;
- (b) reproduce, display or otherwise provide access to the Services on another website or server, for example through framing mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without ProfilePrint's prior written permission.
- (c) decompile, reverse engineer or otherwise attempt to discover the source code of ProfilePrint's Services or any components thereof, except under any specific circumstances expressly permitted by law or by ProfilePrint in writing; and/or
- (d) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Services.

## 9. DISCLAIMER OF WARRANTIES AND LIABILITY

9.1 To the maximum extent permitted by law, Customer irrevocably agrees and acknowledges that:

- (a) the Services, Devices, Solution, Platform and/or Proprietary System (together with any Services Functions or other content or information provided via the Services) are provided on an "as is" and "as available" basis with all faults and without warranty of any kind. ProfilePrint does not warrant the accuracy, adequacy or completeness of the Services, Devices, Solution, Platform and/or Proprietary System (together with any Services Functions or other content or information provided via the Services), and expressly disclaim liability for errors or omissions in the Services, Devices, Solution, Platform and/or Proprietary System (together with any Services Functions or other content or information provided via the Services); and
- (b) ProfilePrint does not warrant and hereby disclaims any representation, warranty or term with respect to the Services, Devices, Solution, Platform and/or Proprietary System, whether express, implied or statutory, including but not limited to:
  - (i) merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the Services, Devices, Solution, Platform and/or Proprietary System;
  - (ii) the Services, Devices, Solution, Platform and/or Proprietary System being uninterrupted or error-free, or that defects will be corrected or that the Services, Devices, Solution, Platform, Proprietary System and any related computer system is and will be free of all viruses and/or other harmful elements;
  - (iii) the Services, Devices, Solution, Platform and/or Proprietary System will at all times be available and/or accessible;
  - (iv) non-interference with Customer's enjoyment of the Services, Devices, Solution, Platform and/or Proprietary System; and/or
  - (v) the Services, Devices, Solution, Platform and/or Proprietary System being compatible or working with any third party software, applications or third party services.

9.2 Customer expressly acknowledges and agrees that, to the maximum extent permitted by Applicable Law, use of the Services, Devices, Solution, Platform and/or Proprietary System is at its sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with Customer.

9.3 Further, nothing in this Agreement constitutes any representation or warranty by ProfilePrint as to Customer's rights (if any) to use any content submitted by any third parties, all of which representations and warranties are expressly disclaimed.

10. **INDEMNITY**

10.1 Customer agrees to fully indemnify and hold harmless the Indemnitees from and against any and all Losses which may be sustained, instituted, made or alleged against, or suffered or incurred by any Indemnitee, and which arise (whether directly or indirectly) out of or in connection with any Claim made against the Indemnitees in connection with or arising from (a) Customer's breach of this Agreement and any terms relating to Customer's use of the Services, Devices, Solution, Platform and/or Proprietary System; (b) Customer's access or use of the Services, Devices, Solution, Platform and/or Proprietary System; (c) any action taken by ProfilePrint either as part of its investigation of any suspected breach of this Agreement or as a result of its finding or decision that a breach of this Agreement has occurred; and (d) Customer's breach of any rights of any other person. Customer shall cooperate as fully as reasonably required in the defence of any such claim, action or proceeding. ProfilePrint reserves the right, at its own expense, to assume the exclusive defence and control of any claim or matter subject to indemnification by Customer.

10.2 This Paragraph 10 shall survive the termination or expiration of this Agreement (howsoever caused).

11. **EXCLUSION OF LIABILITY**

11.1 To the maximum extent allowed under applicable law:

- (a) ProfilePrint, as well as its employees, servants, officers and agents, shall not be liable for any Claim, damage or Loss of any kind of any nature whatsoever caused and howsoever arising as a result (direct or indirect) of or otherwise in connection with Customer's use of or reliance on the Services, Devices, Solution, Platform and/or Proprietary System, including but not limited to:
  - (i) any Claim, damage or Loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of any content or any other information made available or accessed on or through the Services, Devices, Solution, Platform and/or Proprietary System or any infringement of any rights arising in connection therewith, including without limitation any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, regardless of the cause thereof and even if ProfilePrint has been advised of the possibility thereof;
  - (ii) any defects of Services, Devices, Solution, Platform and/or Proprietary System or any part thereof caused by any failure of Customer to follow normal handling procedures specified in the Specifications or otherwise notified to Customer from time to time;
  - (iii) any normal deterioration or normal wear and tear of the Services, Devices, Solution, Platform and/or Proprietary System; and/or
- (b) in no event shall ProfilePrint nor its employees, servants, officers and/or agents be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or Losses, arising out of or related to Customer's use or inability to use the Services, Devices, Platform and/or Proprietary System, howsoever caused, regardless of the theory of liability (contract, tort or otherwise) and even if ProfilePrint has been advised of the possibility of such damages.

11.2 In the event of any claim that the Services, Devices, Solution, Platform and/or Proprietary System infringes any third party's intellectual property rights, ProfilePrint may at its sole option and expense:

- (a) procure for Customer the right to continue using the Services, Devices, Solution Platform and/or Proprietary System;
- (b) replace or modify the Services, Devices, Solution, Platform and/or Proprietary System so that it becomes non-infringing; or
- (c) procure the return of the Device by Customer (where applicable) and grant Customer a credit for such returned Device (less a reasonable depreciation for use, damage, and obsolescence of the Device to be assessed and determined by ProfilePrint),

without any further or additional liability or obligation to pay liquidated or other damages to Customer, PROVIDED ALWAYS THAT in no event shall ProfilePrint, its employees, servants, officers and agents be liable to Customer to the extent that any alleged infringement is based on a Customer's modification or continued use after notice of alleged infringement of the Services, Devices, Solution, Platform and/or Proprietary System by anyone other than ProfilePrint.

11.3 The foregoing states Customer's sole and exclusive rights and remedies, and ProfilePrint's (including ProfilePrint's employees', servants', officers' and agents') entire obligations and liability, for infringement of any third party's intellectual property rights.

11.4 If to any extent any liability on the part of ProfilePrint in connection with this Agreement, the Solution or any products or services of or supplied by ProfilePrint, or other subject matter of the Agreement is not or cannot be excluded, then to the maximum extent permitted under applicable law, the maximum aggregate liability of ProfilePrint to Customer for all claims, suits, demands, actions or other legal proceedings in connection therewith whether based on an action or claim in contract, negligence, tort or otherwise, shall not exceed the contractual value of the Agreement.

## 12. TERMINATION

12.1 After the expiry of the Minimum Subscription Term, either Party may terminate this Agreement (in whole or in part) by giving the other party three (3) months' prior written notice.

12.2 Without affecting any other right or remedy available to it, ProfilePrint may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the Customer commits a breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [thirty (30)] days after being notified in writing to do so;
- (c) the Customer breaches any of its obligations in relation to any licences granted in relation to the Solution;
- (d) the Customer assigns or transfers or purports to assign or transfer this Agreement or any benefits thereunder without the prior consent of ProfilePrint; or
- (e) the Customer discontinues its business for any reason.

12.3 Notwithstanding anything else in this Agreement, and without prejudice and in addition to any other rights or remedies which either Party may have under this Agreement or at law (including, but not limited to any other rights of termination as set forth in this Agreement, or at law), to the maximum extent permissible under applicable law, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party in the event that the other Party:

- (a) is deemed by any applicable law to be insolvent or unable to pay its debts, admits it is insolvent or unable to pay its debts, or becomes or is declared insolvent or unable to pay its debts;
- (b) is the subject of any actual, threatened or proposed corporate action, proceedings, or other procedure or step, relating to:
  - (i) its insolvency, including but not limited to bankruptcy, liquidation, provisional liquidation, winding up, receivership, judicial management, administration, administrative receivership, moratorium, scheme of arrangement, reorganization, controlled management, dissolution, or any equivalent or analogous proceeding or regime under the laws applicable to the Parties;
  - (ii) the enforcement of any security over its property, or the repossession of any goods held by it under any chattels leasing agreement, hire purchase agreement or retention of title agreement; or
  - (iii) the enforcement of any right of re-entry or forfeiture under any of its leases;
- (c) enters, or intends or proposes to enter, into any discussions, negotiations or agreement with one or more of its creditors with a view to the compromise, settlement, composition, extension, readjustment or rescheduling of a substantial portion of its obligations or a class of its obligations; or
- (d) suspends, or intends or proposes to suspend, the making of payments relating to a substantial portion of its indebtedness or class of its indebtedness.

12.4 If this Agreement is terminated and/or expired (in whole or in part):

- (a) all rights and licenses granted hereunder immediately cease;
- (b) Customer shall continue to be liable to pay to ProfilePrint all sums due and payable in respect of the Agreement which have not been paid to ProfilePrint; and
- (c) in the event of termination by Customer before the expiry of the Term, Customer agrees to pay ProfilePrint a sum equal to the Fees as per the invoice issued minus all Fees that have already been paid to ProfilePrint prior to such termination. In case the Fees are already prepaid, Customer agrees that ProfilePrint will not return any balance sum for what so ever reason.

12.5 Customer shall pay ProfilePrint in full all fees, costs and expenses accrued and owing to ProfilePrint prior to termination by or upon termination of this Agreement. The termination of this Agreement shall be without prejudice to Customer's obligations which have accrued prior to such termination, including, without limitation, Customer's obligation to pay all monies due and owing to ProfilePrint hereunder.

12.6 All those provisions which are expressly stated to survive, or by their nature should survive the termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement.

### 13. **FORCE MAJEURE**

13.1 Save as is otherwise specifically provided in the Agreement, ProfilePrint shall not be liable for failures or delays in performing its obligations hereunder arising from any cause beyond ProfilePrint's reasonable control, including without limitation, any breakdown or malfunction of hardware, software, networks or systems used in connection with the Services, acts of God, outbreak of hostilities, civil disturbance, acts of civil or military authority, fires, strikes, lockouts or labour disputes or industrial action of any kind, epidemics, governmental restrictions, wars, terrorist acts, riots, explosions, fire, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems, and in the event of any such delay, the time for ProfilePrint's performance shall be extended for a period equal to the time lost by reason of the delay and any additional recovery time required by ProfilePrint.

### 14. **GOVERNING LAW AND DISPUTE RESOLUTION**

14.1 This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

14.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be [Singapore]. The Tribunal shall consist of [3] arbitrator(s). The language of the arbitration shall be [English].

### 15. **NOTICES**

15.1 All notices, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally by hand or by post addressed to the intended recipient thereof and marked for the attention of such person (if any), designated by it to the other Party for the purposes of this Agreement.

15.2 Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered if (a) delivered by hand, on the date of receipt, or (b) delivered by post, 2 Business Days after despatch.

### 16. **GENERAL**

16.1 Set Off. Without prejudice to any other right or remedy which ProfilePrint may have at law, in equity, and/or under this Agreement, ProfilePrint shall be entitled to set-off all or any of its liabilities to Customer against all or any of Customer's liabilities to ProfilePrint under this Agreement or any other agreement or account. Customer shall pay all sums under this Agreement in full without any discount, deduction, set-off or counterclaim whatsoever.

16.2 Assignment. This Agreement is personal to Customer, and shall not be assigned or novated either as to the whole or any part thereof, without the prior written consent of ProfilePrint. ProfilePrint may, by notification to Customer, assign or novate the whole or any part of this Agreement to its affiliates, and Customer shall be deemed to have consented to such assignment or novation, which shall be effective on the date that ProfilePrint notifies Customer. This Agreement shall bind and inure to the benefits of the Parties' permitted successors and assigns.

16.3 Variations. No variation or amendment to this Agreement shall be binding on the Parties, except where mutually agreed in writing by the Parties, provided always that Customer hereby agrees that ProfilePrint may by written notice to Customer amend, vary, modify and/or supplement the terms of this Agreement or any part thereof from time to time.

16.4 Costs. Except as otherwise set out in this Agreement. (a) each Party shall pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Agreement and any document related to this Agreement; and (b) Customer shall bear all costs and expenses, including legal and other consultant fees, arising out of, in connection with and/or in relation to with performing or ensuring the due performance of each of its obligations under this Agreement, and/or with any other matters referenced therein.

16.5 No Authority. Neither Party has the authority to enter into any agreement, or make any warranty or representations on behalf of the other Party, except where otherwise agreed in this Agreement and to the extent specifically authorized to do so in writing.

16.6 Further Assurances. Each Party shall at its own expense promptly do and or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement, and to

give the other Party the full benefit of this Agreement, including without limitation to cause a third party to do all things that the other Party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

- 16.7 **Severability.** The provisions of this Agreement are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of this Agreement, shall remain valid and enforceable to the fullest extent permitted by Applicable Law in order to give effect to the Parties' intentions.
- 16.8 **Entire Agreement.** This Agreement, including any Schedules, Annexes and Appendices, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements, statements, arrangements, undertakings or proposals, written or oral, between the Parties in relation to such matter. No modifications, changes or amendments to this Agreement shall be binding on the Parties unless agreed in writing by both Parties.
- 16.9 **No Waiver.** A waiver of any right, power or remedy under this Agreement must be in writing signed by the Party granting it. No failure or delay on the part of any Party to exercise any right, power, privilege or remedy under this Agreement shall operate or be construed as a waiver thereof nor shall any single or partial exercise by a Party of any right, power, privilege or remedy preclude any further or other exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided herein are cumulative and are not exclusive of any rights, powers, privileges or remedies at law or in equity.
- 16.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be valid and effectual, and all of which together shall constitute one and the same instrument, provided that neither Party shall be bound to this Agreement until each of them has executed a counterpart. Signatures executing this Agreement may be delivered by facsimile transmission or in an emailed PDF file or by other reliable means.
- 16.11 **Relationship.** The Parties are independent from each other, and nothing in this Agreement shall establish any relationship of partnership, joint venture, employment, franchise, agency or similar arrangement between the Parties. Unless expressly provided otherwise in this Agreement, neither Party shall have the power to bind the other Party or to incur any obligations on its behalf without the other Party's prior consent. Each Party shall be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of its own activities or those of its employees or agents in the performance of this Agreement.
- 16.12 **Third Party Rights.** Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein. A person who is not a party to this Agreement has no right which may be available under any applicable law to enforce any term of this Agreement or other analogous rights of third parties arising under any law (regardless whether under judicial or statutory law, or under any treaty that exist or that may come to exist anywhere in the world).
- 16.13 **Subcontracting.** ProfilePrint may subcontract the whole or any part of its obligations under this Agreement without the prior written consent of Customer.

## 17. DEFINITIONS & INTERPRETATION

- 17.1 In these General T&Cs, the following words and expressions shall have the following meanings unless the context otherwise requires:

**"Applicable Law"** means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time;

**"Aggregated Data"** means the aggregated and statistical data derived from Customer's use of the Services, Devices, Solution, Platform and/or Proprietary System, and/or from Customer Data, including, without limitation, aggregated or anonymised data, the number of records, the number and types of transactions, configurations, and reports processed;

**"Authorised User"** means such employees of Customer who are authorised by Customer to use the Services as further described in Paragraph 1.1C;

**"Business Day"** means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore;

**"Claim"** means any action, application, claim, demand, proceeding, threat or any other analogous claims;

<b><u>"Confidential Information"</u></b>	means: <ul style="list-style-type: none"> <li>(a) Customer Data</li> <li>(b) the terms of this Agreement;</li> <li>(c) information relating to the Party which is by its nature confidential or which is designated by such Party as confidential;</li> <li>(d) information relating to the Party which the other Party knows or has reason to know or believe is confidential; and</li> <li>(e) information relating to the Party's business including marketing and promotional plans, research information and analysis, trade secrets, financial data, and/or information comprised in or relating to the financial position and assets or liabilities of the Party;</li> </ul>
<b><u>"Contract"</u></b>	has the meaning ascribed to it in Paragraph 3.1(d);
<b><u>"Customer Data"</u></b>	the data inputted by Customer or Authorised Users for the purpose of using the Services, Devices, Solution, Platform and/or Proprietary System or facilitating Customer's use of the Services, Devices, Solution, Platform and/or Proprietary System;
<b><u>"Customer Products"</u></b>	has the meaning ascribed to it in Paragraph 3.2;
<b><u>"Data Protection Laws"</u></b>	means (i) the Personal Data Protection Act 2012 (No. 26 of 2012) as amended from time to time; and (ii) all other applicable legislation, regulations, principles, industry codes, policies, ordinances, standards or requirements of any government, governmental or semi-governmental body and official interpretations thereof that relates to privacy or to the collection, use, disclosure, storage or handling of Personal Data and/or personally identifiable data, all as amended from time to time;
<b><u>"Device"</u></b>	means the ProfilePrint Analyser together with any component parts thereof;
<b><u>"Fees"</u></b>	means fees payable by Customer to ProfilePrint for the Services as set out in the Subscription Agreement;
<b><u>"Indemnatee"</u></b>	means each of ProfilePrint as well as its employees, servants, officers and agents;
<b><u>"IPR" or "Intellectual property rights"</u></b>	includes copyrights, patents, trade marks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, know-how, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, Moral Rights, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;
<b><u>"Losses"</u></b>	means all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, actions, proceedings, damages, claims, demands and other liabilities, whether foreseeable or not;
<b><u>"Merchant"</u></b>	has the meaning ascribed to it in Paragraph 3.1;
<b><u>"Moral Rights"</u></b>	means the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any law, that exist or that may come to exist, anywhere in the world and shall be deemed to include but not be limited to any rights to claim authorship of any work, to object to or prevent the modification of any work, or to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a moral right;
<b><u>"Order"</u></b>	has the meaning ascribed to it in Paragraph 3.1(c);
<b><u>"Party"</u></b>	means either ProfilePrint or Customer, and <b>"Parties"</b> means ProfilePrint and Customer;
<b><u>"Personal Data"</u></b>	means (i) all data which is defined to be "personal data" or equivalent under the applicable Data Protection Laws; and (ii) all information the collection, disclosure, use or processing of which is subject to applicable Data Protection Laws;

<b>"Platform"</b>	means the software platform known as "ProfilePrint" through which ProfilePrint may offers Customer access to the Proprietary System on a subscription basis, and any other features, services and functions made available through such software platform from time to time. A reference to the "Platform" includes but is not limited to the material and information contained in such platform, including any services, content, data, text, images, links, sounds, graphics, RSS, API, software, other downloadable materials, and video sequences displayed therein, as may be applicable;
<b>"PP Characteristics Profile"</b>	has the meaning ascribed to it in Recital (A) of the Subscription Agreement;
<b>"ProfilePrint Data"</b>	means processed data that results from any data analysis and processing by ProfilePrint in connection with the Services, Devices, Solution, Platform and/or Proprietary System, including without limitation the PP Characteristics Profile;
<b>"ProfilePrint Marks"</b>	has the meaning ascribed to it in Paragraph 8.1;
<b>"ProfilePrint Hub"</b>	means the "ProfilePrint Hub" marketplace module made available on the Platform;
<b>"Proprietary System"</b>	has the meaning ascribed to it in Recital (A) of the Subscription Agreement;
<b>"Subscription Agreement"</b>	means any documentation (whether physical, electronic or otherwise) in connection with the Solution as may be made available and/or issued by ProfilePrint to Customer from time to time;
<b>"Services Functions"</b>	has the meaning ascribed to it in Paragraph 1.2(c)(i);
<b>"Services"</b>	means the use of the Solution and including any other services as set out in the Subscription Agreement;
<b>"Solution"</b>	has the meaning ascribed to it in Recital (A) of the Subscription Agreement; and
<b>"Specifications"</b>	means the functions and other requirements of the Services as set out in the Commercial Schedule of the Subscription Agreement and any subsequent modification or revision thereto.

17.2 In this Agreement, a reference to:

- (a) a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of these General T&Cs, so far as such modification or re-enactment applies or is capable of applying to these General T&Cs and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced;
- (b) "person" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;
- (c) "written" and "in writing" include any means of visible reproduction;
- (d) the words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words, and whenever the words "include", "includes" or "including" are used in these General T&Cs, they will be deemed to be followed by the words "without limitation";
- (e) the headings are inserted for convenience only and shall not affect the construction of this Agreement; and
- (f) "Recitals", "Paragraphs", and "Schedules" are respectively to the recitals, paragraphs of, and the schedules to, these General T&Cs, the Subscription Agreement and/or the Agreement (unless the context otherwise requires).

17.3 Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter).

17.4 Any thing or obligation to be done under this Agreement, which requires or falls to be done on a stipulated day, shall be done on the next succeeding Business Day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a Business Day.

