

PROCUREMENT AGREEMENT – GENERAL TERMS

This Procurement Agreement – General Terms (including Part A (Specific Terms) and Part B (Standard Terms)) constitute the “**General Terms**” for the purposes of the “**Purchase Order**” between the Company and Supplier, and, together with the Purchase Order, shall constitute the “**Agreement**” between Company and Supplier that applies to all purchases of services (“**Services**”) and/or goods and products (including digital or virtual products) (“**Products**”, with Services and Products being together the “**Deliverables**”) set forth in the Purchase Order by Company from Supplier.

PART A: SPECIFIC TERMS

1. PROCUREMENT OF DELIVERABLES

- 1.1 Prior to delivery of the Deliverables by Supplier to Company under the Purchase Order, Company shall be entitled to amend, vary or terminate the Purchase Order with immediate effect by written notice to Supplier.
- 1.2 Following execution of the Purchase Order, Supplier will:
 - (a) supply the Deliverables in accordance with the terms of this Agreement;
 - (b) secure all customs clearances for Products prior to delivery (if applicable);
 - (c) abide by all Applicable Law that apply to the performance of its obligations under this Agreement; and
 - (d) use all reasonable skill and diligence to deliver the Deliverables in accordance with Best Industry Practices.
- 1.3 Supplier acknowledges and agrees that nothing in this Agreement shall prevent Company from placing orders with any third parties for the Deliverables (or similar services, products and goods).

2. SERVICES

- 2.1 This Clause 2 of this Part A shall apply to Deliverables that are Services.
- 2.2 Supplier shall provide the Services to the Company during the Term in accordance with the requirements and specifications set out in the Purchase Order and the stipulated timeline as instructed by the Company from time to time. The Services shall: (i) include: (A) the services, tasks, functions and responsibilities set forth in the Purchase Order and elsewhere in this Agreement; and (B) such other tasks, services, functions, activities and obligations which are not specified in this Agreement but which are reasonably required for Supplier’s performance of the Services; and (ii) (without prejudice to any specific performance standards set out in this Agreement), be performed: (X) to at least the same degree of accuracy, completeness and quality provided by, and with the same level of care, skill and diligence used by, skilled and experienced suppliers of international repute engaged in the same or similar type of undertaking as that of Supplier; (Y) using skilled, experienced and qualified staff; and (Z) in accordance with the terms of this Agreement and Applicable Law.

3. PRODUCTS

- 3.1 This Clause 3 of this Part A shall apply to Deliverables that are Products.
- 3.2 **Delivery.** Supplier shall deliver Products in accordance with the Purchase Order, or, if no delivery schedule or details are specified, Supplier shall fill the order promptly and ensure that delivery is made by the most expeditious form of transportation to such destination and on such schedule as instructed by Company. Supplier shall: (a) package all Products in suitable containers to permit safe transportation and handling in accordance with Best Industry Practice; and (b) ensure that all packaging is appropriately labelled and includes the Order No. and other details requested by Company. Upon Company’s request, Supplier will immediately provide a statement of origin for all Products and applicable customs documentation.
- 3.3 **Title.** Title to and risk in the Products will pass to Company only after Company has accepted the Products, and Supplier expressly assumes all risk of loss until title transfers to Company.
- 3.4 **Inspection and Acceptance.**
 - (a) Products purchased are subject to Company’s reasonable inspection and approval at the delivery point nominated in the Purchase Order.

- (b) Company may reject the Products, even after they have been accepted, if they are defective or are not in accordance with Company's specifications, do not meet the requirements under the Purchase Order or are reasonably believed to be counterfeit ("**Rejected Products**"). Rejected Products: (a) will be held by Company entirely at the risk of the Supplier; (b) must be removed by, and at the expense of, the Supplier within five (5) Business Days of the Supplier notified of the rejection; and (c) may be removed by Company at the Supplier's cost if the Supplier fails to remove the Products in the relevant time frame.
- (c) Company may, at its sole discretion, return Products to the Supplier no later than sixty (60) days after acceptance of such Products ("**Returned Products**") by providing written notice to the Supplier ("**Return Notice**"). Returned Products: (a) will be held by Company entirely at the risk of the Supplier; (b) must be removed by, and at the expense of, the Supplier within seven (7) Business Days of receipt of the Return Notice; and (c) may be removed by Company at the Supplier's cost if the Supplier fails to remove the Products in the relevant time frame. Within five (5) Business Days of receipt of the Return Notice, Supplier shall issue a credit note to Company in an amount equal to the Fees at the point which such Returned Product was first purchased by Company.

3.5 As soon as the Supplier is aware that it will be unable to fulfil the Purchase Order or meet the delivery date set out in the Purchase Order, the Supplier must notify Company in writing of the date that it will be able to fulfil the Purchase Order. Except where the delay in delivery is caused or contributed to by Company, if the new date for delivery is unacceptable to Company, Company may in its sole discretion: (a) terminate the Purchase Order; or (b) purchase another Product in substitution for the Purchase Order from an alternate supplier and any reasonable expense incurred by Company in the acquisition of such alternative Product which is in excess of the Fees payable under this Agreement for such Product will be payable by the Supplier. Company will not be liable to the Supplier for any cost, loss or expense incurred by the Supplier due to Company exercising its rights under this Clause 3.5 of this Part A.

3.6 **Product Warranties.** The Supplier represents, warrants and undertakes to Company that:

- (a) all Products supplied to Company: (i) are new (and not used or refurbished), of merchantable quality, free from defects and fit for their intended purpose; (ii) are free from all defects and shall conform to any product warranties (whether set forth in this Agreement, or through written or oral express warranties made by Supplier's agents, or provided by Applicable Law) and the specifications set forth in this Agreement for the longer of: (x) a period of fifteen (15) months from the date of delivery to Company; and (y) for the period provided for in Supplier's standard warranty; and (iii) are not counterfeit;
- (b) it has clear title to the Products and that the Products are delivered free of liens and encumbrances, and it has the full right and authority to sell all Products to Company;
- (c) there are no restrictions on the re-sale of the Products, and such re-sale will not contravene any applicable laws or regulations of any country (including any export controls) or violate or infringe upon any proprietary rights, including intellectual property rights, of any third party;
- (d) it has all rights and ownership, or is a licensed user, of all Intellectual Property Rights in relation to the Products and their supply;
- (e) it is not aware of any claims made by any third party with regards to any alleged or actual infringement of Intellectual Property Rights or any other claim, demand or action in connection with the manufacture, sale, distribution or use of the Products; and
- (f) all information furnished to Company with regards to the Products are true, accurate and not misleading.

4. **INSURANCE**

4.1 The Supplier shall be responsible for obtaining and maintaining, during the Term and for a period of twelve (12) months after, at its own expense a policy or policies of insurance that covers Supplier against potential liabilities under or in relation to this Agreement, to an extent and to limits that would be reasonably expected under the standards of Best Industry Practice and Applicable Law, including, but not limited to: (a) public and product liability insurance; (b) professional indemnity insurance; and (c) insurance to cover loss or destruction (at full replacement cost) of any Product relating to the Agreement and retained in the Supplier's possession, or whilst in transit.

4.2 The Supplier must provide to Company a copy of a certificate of currency in respect of any of the above insurances within seven (7) days of a request by Company.

5. FEES; INVOICING; TAX

5.1 In consideration for the Deliverables provided by the Supplier, the Company shall pay to the Supplier the fees calculated in accordance with the Purchase Order (“Fees”). Supplier acknowledges and agrees that, other than the Fees, no other fees, royalties, payments, amounts, charges or consideration of any kind will be due to the Supplier or any third party for Company’s receipt of the Deliverables.

5.2 **Time of the essence.** In all cases, time shall be of the essence with respect to Supplier’s obligations. Supplier shall pay liquidated damages of zero point zero one percent (0.01%) of the Fees for each day of delay of delivery of the Deliverables which shall be capped at a maximum of ten percent (10%) of the total Fees. Such liquidated damages: (i) may be deducted at the Company’s sole discretion from the Fees; and (ii) are proportional and reasonable in the circumstances and are not penal in nature and shall be without prejudice to, and will not limit, any right Company may have to other remedies at law or to terminate this Agreement for cause.

5.3 Invoicing / payment.

- (a) Supplier shall invoice Company in the manner set out in the Purchase Order. Supplier shall ensure that each invoice is complete, accurate and conforms to Company’s requirements (as set out in this Agreement and notified to Supplier from time to time).
- (b) Company shall pay undisputed Fees to Supplier within thirty (30) Business Days of receipt of a valid invoice. Company may withhold payment of Fees that Company disputes in good faith (or, if the disputed Fees have already been paid, then Company may withhold an equal amount from a later payment), including disputes in respect of an error in an invoice or an amount paid. If Company withholds any such amount, Company will promptly notify Supplier, in writing, that it is disputing such charges (and in the case of withheld payments, prior to the due date of payment) and Parties will promptly address such dispute.
- (c) The payment of Fees shall be paid to Supplier’s bank account (as notified to Company) via wire transfer. For the avoidance of doubt, Supplier shall ensure that the Supplier’s bank account details are accurate and valid for the purposes of the Company making payment for the Fees to the Supplier. In the event of any bank related penalties due to inaccurate and/or invalid Supplier’s bank account details, such penalties shall be solely borne by the Supplier.
- (d) The Parties acknowledge and agree that Company shall have the right to set off and apply any sum due or owing by Company or its Affiliates to Supplier or its Affiliates under this Agreement against any amounts of debts, outstanding claims, demands, loss or damages, and/or any amounts due and owing by Supplier and/or its Affiliates (as the case may be) to Company and/or its Affiliates under this Agreement or any other dealings, agreements, contracts or debit notes.

5.4 Tax.

- (a) For the purpose of this Agreement, “Tax” means any taxes, including but not limited to service tax, consumption tax, value-added, goods-and-services tax, business tax and any similar local sales tax, withholding tax, indirect tax or corporate income tax.
- (b) All Fees and other amounts due under this Agreement are inclusive of Taxes. Company may deduct any applicable Taxes through a reverse-charge or similar mechanism, to the extent required or allowed by Applicable Law. Company shall timely remit any deducted Taxes to the relevant government authority and shall provide Supplier with documentary evidence of such remittance acceptable to Supplier.
- (c) Each Party shall be responsible for the payment of its own Taxes arising from this Agreement as required under Applicable Law. Notwithstanding any other provision in this Agreement, should Company have any withholding obligation with respect to any payment due pursuant to this Agreement, such payments are considered to be inclusive of all Taxes and Company shall be entitled to deduct and withhold from such payment any Taxes required to be deducted and withheld with respect to the making of such payment under any provision of Applicable Law. To the extent that amounts are so withheld and deducted pursuant to this Clause, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such authority in respect of which such deduction and withholding was made and Company shall have no further obligation to pay the

equivalent of such withheld amounts, or any part thereof, to Supplier. Company will furnish to Supplier copies of receipts or other government certifications evidencing all taxes withheld from such payment promptly after such receipts are available. The Parties shall cooperate and endeavour to comply with all applicable documentation and registration requirements so as to minimize the amount of withholding Tax imposed, if any. Without prejudice to the generality of the foregoing, Supplier shall provide Company with a valid Certificate of Residence or equivalent document issued by the relevant authority certifying the country in which Supplier is a tax resident within a reasonable time upon Company's request, failing which Company is entitled to deduct and withhold the full amount of any Taxes it deems necessary to be deducted and withheld from any payment.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Supplier shall be responsible for procuring any and all rights, licenses, consents, approvals, information, materials, assets and any other documents, including but not limited to consents or licenses from third-party Intellectual Property Rights owners for any material or content used in the Deliverables, to the extent required for the purposes of this Agreement.
- 6.2 **Work Products.** Supplier acknowledges and agrees that any and all rights, title and interests, including all Intellectual Property Rights in and to any and all information and materials made, conceived or developed by Supplier which result from or relate to the Deliverables (the "**Work Product**", which shall not include any standard Products supplied to Company which are not customised or otherwise modified for Company under this Agreement) are exclusively owned by Company. To the extent that any Intellectual Property Rights in or to the Work Products vests in Supplier, Supplier hereby unconditionally and irrevocably assigns to Company all such Intellectual Property Rights. At any time upon Company's request, Supplier shall execute any document in a form acceptable to Company to give full effect to Company's ownership of the Work Products as aforesaid. If, at any time, Supplier fails or is unable to execute any such document within fourteen (14) days upon Company's request, Supplier hereby irrevocably designates and appoints Company or its duly authorized officers and agents as Supplier's agents and attorneys-in-fact, to act for and on Supplier's behalf to execute and file any and all such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed or done by Supplier. Company shall have the exclusive right, in perpetuity and on a worldwide basis to use, reproduce, modify, adapt, make derivative works of and otherwise exploit the Work Products at its sole and absolute discretion without payment of any royalties, accountings or other amounts to Supplier or any third party. Supplier hereby waives, on behalf of itself and its employees, contractors and agents, all moral rights (or equivalent rights) in respect of the Work Products arising under the laws of any jurisdiction.
- 6.3 **Supplier Materials.** The Supplier grants to Company a non-exclusive and royalty-free right and licence to use the Supplier's trademarks, logos, brand names, service marks, photographs, graphical elements, wordings, forms, diagrams, information, text, film footage, computer animation, music, lyrics, sound effects, visual effects and/or other materials, including digital equivalents of all the above, which are provided or authorised by the Supplier in connection with this Agreement (the "**Supplier Materials**") in connection with Company's receipt of the Deliverables, which shall include the marketing, promotion, selling and distribution of the Deliverables, including the right and licence to use the Supplier Materials with any marketing and/or promotional activities relating to the Deliverables.
- 6.4 **Company IP.** The Supplier acknowledges and agrees that: (i) Company owns all rights, title and interests, including all Intellectual Property Rights, in and to all materials and content provided by Company to the Supplier for the purposes of this Agreement (including any customisations, enhancements, changes or derivatives thereof) (collectively, "**Company IP**"); (ii) it shall not at any time acquire any right, title or interest in or to the Company IP, or any part thereof; and (iii) it shall not at any time seek to register, assert or claim any right, title or interest in or to the Company IP, or any part thereof.

7. COMPANY AFFILIATES

- 7.1 Supplier shall supply the Deliverables to Company and its Affiliates (where applicable), and in this Agreement, unless the context requires otherwise, references to Company will include, to the extent that they are receiving the Deliverables, the Company's Affiliates.

PART B: STANDARD TERMS

1. INTERPRETATION; AGREEMENT STRUCTURE

- 1.1 In this Agreement the following words will have the meanings assigned to them in this Clause, except where inconsistent with the context:

"**Affiliate**" means, with respect to an entity, any entity that Controls, is Controlled by, or is under common Control with, that entity, where "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operating policies, or assets of that entity, whether by way of ownership of more than 50% of its voting or equity securities or assets, or by way of contract, management agreement, voting trust, or otherwise; provided that the term "**Affiliates**" shall include any variable interest entity regardless of whether any variable interest entity may be, or required to be, consolidated with that entity under generally accepted accounting principles;

"**Applicable Law**" means, with respect to any person, any and all: (a) laws, ordinances, or regulations, (b) codes, standards, rules, requirements, orders and criteria issued under any laws, ordinances or regulations, (c) rules of any securities exchange or equivalent and (d) any and all judgments, orders, writs, directives, authorisations, rulings, decisions, injunctions, decrees, assessments, settlement agreements, or awards of any governmental authority, in each case applicable to such person or its business or properties;

"**Best Industry Practice**" means the degree of skill, diligence, prudence and foresight which would ordinarily be expected to be observed by a highly skilled and experienced professional of international repute engaged in the same or similar type of undertaking as that of Supplier under the same or similar circumstances;

"**Business Day**" means any day other than Saturdays, Sundays or public holidays in Singapore;

"**Commercially Reasonable Efforts**" means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a determined, prudent and reasonable manner to achieve the particular result for its own benefit;

"**Confidential Information**" means all confidential, non-public information and data, of any nature and in any form (whether written, visual, electronic or oral), that the Receiving Party and its Representatives receive from the Disclosing Party and its Representatives under this Agreement (whether on or before the date of the Purchase Order), including without limitation: (a) information relating to the Disclosing Party's and its Affiliates' business and business strategies, markets, customers, products (including new products and plans for new products, as well as marketing plans and materials), pricing and cost information, condition (financial or otherwise), operations, assets, liabilities, results of operations, cash flow and prospects, or employees, officers, contractors and agents, including, without limitation, technical, commercial, financial, accounting, legal and administrative information; (b) the existence of and the terms of this Agreement, as well as the Disclosing Party's position in any dispute in relation to this Agreement; and (c) any copies of Confidential Information and all information created or derived by the Receiving Party or its Representatives from the Confidential Information, provided that Confidential Information shall not include information that: (a) is already in the Receiving Party's or its Representatives' possession at the time of disclosure by the Disclosing Party or its Representatives; (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party or its Representatives in breach of the confidentiality provisions of this Agreement; (c) is obtained by the Receiving Party or its Representatives from a third party who did not obtain such information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; or (d) is independently developed by the Receiving Party or its Representatives without the use of or reference to the Confidential Information of the Disclosing Party;

"**Force Majeure Event**" means any action, event or occurrence outside the reasonable control of the Party in questions, including but not limited to, disease outbreak, epidemic, pandemic (including, without limitation, COVID-19 (Coronavirus)), war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, travel ban or restraints imposed by governments or any other supranational legal authority, or any other industrial and trade dispute, fire explosions, storms, floods, lightening, earthquakes, other natural calamities or the action of any governmental authority (other than any action of a governmental authority directed specifically to the affected party);

"**Insolvency Event**" means, in relation to a specified person, any of the following events: (i) a receiver or similar officer being appointed over all or a material part of that person's assets or undertaking; (ii) the passing of a resolution for winding-up (other than a winding-up for the purpose of, or in connection with, any solvent amalgamation or reconstruction) or a court making an order to that effect or a court making an order for administration (or any equivalent order in any jurisdiction); (iii) entry into any composition or arrangement with that person's creditors (other than relating to a solvent restructuring); (iv) ceasing to carry on business; (v) being unable to pay that person's debts as they become due in the ordinary course of business; or (vi) the person

causing or being subject to any event with respect to it which, under Applicable Law, has an analogous effect to any of the events specified in sub-paragraphs (i) – (v) above;

“Intellectual Property Rights” means all copyright, patents, utility innovations, trade marks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, 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 or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights; and

“Representatives” means a Party’s Affiliates, and its and its Affiliates’ respective officers, directors, employees, advisers, agents and subcontractors.

- 1.2 In this Agreement, unless the context otherwise requires: (a) any reference to a **"Part"** or **"Schedule"**, unless the context otherwise requires, is a reference to the relevant part or schedule of or to this Agreement and any reference to a **"Clause"**, unless the context otherwise requires, is a reference to a clause in this Agreement; (b) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time; (c) any reference to a statute, statutory provision or subordinate legislation shall, except where the context otherwise requires, be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; (d) any reference to one gender includes the other gender and the neuter; (e) any reference to day, month and year means a calendar day, a calendar month and a calendar year, respectively; (f) words in the singular include the plural and vice versa and words in one gender include any other gender; (g) a reference to any Party includes its successors in title and permitted assigns, a reference to a "person" includes any individual firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); (h) any undertaking under this Agreement not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or things; (i) the heading of clauses is for convenience only and will not affect the interpretation of this Agreement; and (j) the word "includes" in any form is not a word of limitation.

2. TERM; TERMINATION

- 2.1 This Agreement commences on the date set forth in the Purchase Order and, subject to earlier termination in accordance with the terms of this Agreement, will continue until the full satisfaction of Supplier’s obligations (the **“Term”**).
- 2.2 Either Party may, without prejudice to its other rights and obligations under this Agreement, terminate this Agreement at any time with immediate effect upon sending a written termination notice to the other Party if:
- (a) the other Party commits a material breach of any of its obligations, representations or warranties under this Agreement and fails to remedy that breach within fourteen (14) days after being notified in writing by the terminating Party to do so;
 - (b) the other Party commits a series of breaches that: (i) by themselves may not be material; (ii) are notified to the other Party; and (iii) are not remedied within fourteen (14) days of being notified to do so, if, in the aggregate, such uncured breaches would amount to a material breach;
 - (c) an Insolvency Event occurs with respect to the other Party; or
 - (d) any Force Majeure Event fulfilling the provisions of Clause 8 of this Part B continues for a period of thirty (30) consecutive days or more.
- 2.3 Company may terminate this Agreement at any time and without cause by providing the Supplier with prior written notice of thirty (30) days.
- 2.4 Termination or expiration of this Agreement shall be without prejudice to the Parties’ rights and liabilities that may have accrued prior to such expiration or termination, unless waived in writing by the Party enjoying the right.
- 2.5 Upon termination by the Company pursuant to Clause 2.2 or Clause 2.3 of this Part B, and unless otherwise agreed in writing between the Parties, Supplier shall immediately refund the Company any Fees that the

Company has prepaid under this Agreement and for which the Deliverables have not been provided by Supplier to the absolute satisfaction of the Company at the termination date.

- 2.6 The expiry or termination of this Agreement shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after expiry or termination (including, but not limited to, Clauses **Error! Reference source not found.**, 4 and 6 of Part A and Clauses 2, 4, 5, 6, 7 and 9 of this Part B).

3. REPRESENTATION AND WARRANTIES

3.1 Each Party represents, warrants and undertakes to the other Party that:

- (a) (if applicable) it is duly organised, validly existing and in good standing under the laws of the jurisdiction where it is organised, with full power and authority to carry on its business as now being conducted;
- (b) it is not the subject of an Insolvency Event and is not aware of any such risk;
- (c) it has the full capacity, power and authority to enter into and perform its obligations under this Agreement, and this Agreement, when executed and delivered, will constitute its valid and binding obligations enforceable in accordance with its terms;
- (d) the execution and delivery of, and the performance by it of its obligations under, this Agreement will not result in any breach of any: (i) any provision of its memorandum and articles of association, certificate of incorporation, bylaws or similar organisational documents; (ii) any contract to which it is a party or by which it is bound; or (iii) judgement or court order to which it is bound; and
- (e) as far as it is aware, there is no undisclosed proceeding, pending or threatened event, matter, occurrence or circumstance which challenges or may have a material adverse impact on this Agreement or its ability to perform its obligations pursuant to this Agreement.

3.2 Supplier further represents, warrants and undertakes to Company that:

- (a) (i) it has all rights to enter into this Agreement and to grant to Company all rights and assignments granted under this Agreement, free of any encumbrances that may conflict with Company's full enjoyment thereof; (ii) the Work Products and all elements thereof will be original, and will not include any third party material of any kind, including samples or work in the public domain; and (iii) its performance of its obligations under the Agreement and Company's receipt and use of the Deliverables (as applicable) will not infringe on the rights (including Intellectual Property Rights) of any third party;
- (b) it will not violate any Applicable Law (including any applicable data privacy legislation) in its performance of this Agreement;
- (c) it shall obtain and retain throughout the Term all third party and regulatory approvals, licences, consents and rights necessary to perform its obligations under this Agreement;
- (d) Company has delivered or made available to Supplier all information and documents which Supplier deems necessary to enter into this Agreement and perform its obligations under this Agreement;
- (e) it has the necessary experience and expertise to perform its obligations under this Agreement;
- (f) it will inform Company promptly of the existence of any event, matter, occurrence or circumstance which may have an adverse effect upon Supplier's ability to fulfil its obligations under this Agreement; and
- (g) none of the Supplier or its Representatives: (a) is currently the subject or the target of any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any governmental authority (including the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State, Her Majesty's Treasury ("**HMT**"), the United Nations and the European Union), whether through ownership or control or being on any Sanctions lists (including the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC, the "Consolidated List of Financial Sanctions Targets" and the "Investment Ban List" maintained by HMT) or otherwise ("**Sanctions**"); (b) is located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria; (c) is the subject of any claim, action, suit, proceeding or investigation with

respect to Sanctions; (d) has been engaged (or will engage) in any trade, business, activities, dealings or transactions with any person subject to Sanctions; and (e) will cause Company or its Representatives to be in breach of any Sanctions.

4. INDEMNIFICATION

4.1 Supplier (“**Indemnifying Party**”) will defend, indemnify and hold harmless Company (“**Indemnified Party**”) and its Affiliates, and its and their respective officers, directors, employees, subcontractors and agents (collectively, the “**Indemnitees**”) from and against any and all losses, liabilities, damages, fines, judgments, settlements, costs, expenses, and fees (including reasonable and justified attorney’s fees), whether foreseeable or not, (“**Losses**”) directly resulting from any third party claims, investigations, legal or administrative action, litigation or arbitrations or demands (collectively, “**Third Party Claims**”) to the extent arising out of or relating to:

- (a) any actual breach of any of Supplier’s representations, warranties, covenants, or obligations under this Agreement;
- (b) any wilful or negligent act or omission of Supplier, or, where applicable, any of its officers, employees or, agents in relation to the performance of Supplier’s obligations under this Agreement;
- (c) any breach of any third party's rights, including in respect of any claim that the Deliverables infringe, or their importation infringes the Intellectual Property Rights of any third party anywhere in the world; and
- (d) the death or bodily injury suffered by any person, damage or destruction to property or contamination of the environment and any associated clean up costs arising from the Deliverables or its use.

4.2 Indemnified Party will notify Indemnifying Party in a timely manner in writing that it seeks indemnification with specific reference to the Third-Party Claim for which such indemnification is sought. A failure by Indemnified Party to provide such notice or information will not impair its right to indemnification hereunder except to the extent that such failure has materially prejudiced or materially delayed Indemnifying Party in the defence of the Third-Party Claim. Indemnifying Party will have the sole right to control the investigation, defence and settlement of each such Third Party Claim, provided that Indemnifying Party must obtain Indemnified Party’s prior written approval for the settlement of any such Third Party Claim (unless such settlement provides for the full and final release of Indemnified Party, does not involve the payment of any monies or admission of any wrongdoing by Indemnified Party, and does not require any action or inaction by Indemnified Party). Indemnified Party will have the right to participate in the defence and settlement of such Third-Party Claim being defended by the Indemnifying Party through separate counsel, at Indemnified Party’s sole expense.

5. LIMITATION OF LIABILITY

5.1 Nothing in this Agreement (including this Clause 5 of this Part B) shall exclude or restrict either Party's liability: (a) for death or personal injury resulting from the negligence of that Party or of its employees; (b) for fraud or fraudulent misrepresentation; (c) under its obligations to provide an indemnity under this Agreement; (d) for breach of Clause 6 of this Part B; (e) or for any other matter that may not otherwise be limited or excluded under Applicable Law.

5.2 Subject to Clause 5.1 of this Part B, under no circumstances shall Company be liable to Supplier for any: (a) indirect, incidental, consequential, punitive or special damages whatsoever; or (b) loss of profits, loss of business, loss of opportunity or loss of goodwill, arising out of or in connection with this Agreement, whether based on breach of contract, tort (including, without limitation, negligence), misrepresentation, under statute or otherwise, and whether or not such party has been advised of the possibility of such damage.

5.3 Subject to Clauses 5.1 and 5.2 of this Part B, under no circumstances shall Company’s total liability towards Supplier in respect of all claims arising out of or related to this Agreement, regardless of the forum and regardless of whether any action or claim is based on contract, tort (including, without limitation, negligence), misrepresentation, under statute or otherwise, exceed the total Fees under this Agreement.

6. CONFIDENTIALITY

6.1 The provisions of this Clause 6 of this Part B shall supersede and replace any non-disclosure agreements relating to the same subject matter previously entered into between the Parties.

- 6.2 The Party receiving Confidential Information (“**Receiving Party**”) from the other Party (the “**Disclosing Party**”) shall: (a) keep the Confidential Information strictly confidential and shall not, without the Disclosing Party’s prior written consent, disclose any Confidential Information, in whole or in part, except as permitted by this Clause 6 of this Part B; (b) employ all reasonable measures to protect the Confidential Information from unauthorized or inadvertent disclosure, including measures no less protective than those measures that the Receiving Party employs to protect its own information; (c) not use or copy, or authorise anyone to use or copy, the Confidential Information for any purpose other than the performance of the Receiving Party’s obligations or the exercise of its rights under this Agreement; and (d) promptly notify the Disclosing Party of any suspected or actual unauthorised use or disclosure of the Confidential Information.
- 6.3 The Receiving Party may disclose the Confidential Information to its Representatives only to the extent and provided that such persons: (a) have a need to know the Confidential Information in connection with this Agreement; (b) are obligated to maintain the confidentiality of the Confidential Information on terms that are substantially similar to this Clause 6 of this Part B. The Receiving Party shall be responsible for any breach of this Clause 6 of this Part B by any of its Representatives.
- 6.4 Upon the expiry or termination of this Agreement, or earlier upon the Disclosing Party’s written request, the Receiving Party shall: (a) (and shall ensure that its Representatives shall) promptly return to Disclosing Party or destroy or expunge all copies of Confidential Information; and (b) certify to the Disclosing Party in writing signed by an authorized representative of its compliance with sub-clause (a), provided that the Receiving Party shall be entitled to retain such copies of the Confidential Information as is required by Applicable Law or its bona fide internal compliance or document retention policies on the basis that the confidentiality obligations in this Clause 6 of this Part B shall continue to apply.
- 6.5 In the event that Receiving Party or any of its Representatives becomes legally compelled by or is requested by any competent authority, regulatory agency, stock exchange or Applicable Law to disclose any of the Confidential Information, the Receiving Party shall: (a) first provide written notice to the Disclosing Party and assist the Disclosing Party in seeking a protective order or other appropriate remedy; or (b) to the extent it is legally prevented from satisfying sub-paragraph (a), use Commercially Reasonable Efforts to limit the disclosure and obtain assurances from the disclosee as to the confidentiality and use of the Confidential Information, and provide written notice to the Disclosing Party when it is legally permitted to do so.
- 6.6 Supplier: (a) shall not make any public announcements relating to this Agreement or the relationship between the Parties under this Agreement without the prior written consent of the Company; and (b) acknowledges and agrees that this Clause 6 of this Part B shall be enforceable by the Company and its Affiliates.
- 6.7 The Receiving Party acknowledges and agrees that damages alone would not be an adequate remedy for a breach of this Clause 6 of this Part B and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach.

7. GOVERNING LAW AND JURISDICTION

- 7.1 **Governing Law.** This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Singapore.
- 7.2 **Dispute Resolution.** In the event of any dispute, controversy, difference or claim arising under or relating to this Agreement (including, without limitation: (1) any contractual or non-contractual rights, obligations or liabilities; and (2) any issue as to the existence, validity or termination of this Agreement) (a “Dispute”), a Party shall promptly notify the other Party in writing (the “Dispute Notice”) and the Parties shall conduct discussions and negotiations in good faith. Any resolution of such Dispute is to be set forth in writing signed by the Parties. If such Dispute cannot be satisfactorily resolved by the Parties through good faith negotiations within thirty (30) calendar days after the Dispute Notice, it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in Singapore 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 Clause. The seat of the arbitration shall be Singapore. This arbitration agreement shall be governed by Singapore law. The Tribunal shall consist of three (3) arbitrators and the language of the arbitration shall be English.
- 7.3 In any action or suit between the Parties to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable and justified legal costs.

8. FORCE MAJEURE EVENT

Neither Party shall be liable for any failure or delay in performance of any obligation under this Agreement to the extent such failure or delay is due to a Force Majeure Event and the Party affected by such Force Majeure Event: (a) could not have prevented the delay or failure by using reasonable precautions; (b) as soon as reasonably practicable following becoming aware gives notice of the occurrence of the Force Majeure Event to the other Party in writing; and (c) uses Commercially Reasonable Efforts to commence performing such obligations as soon as possible after the cessation of such Force Majeure Event or otherwise mitigate the effects of the Force Majeure Event.

9. AMENDMENTS; ENTIRE AGREEMENT

9.1 **Amendments.** Company may revise and update this General Terms at any time in its sole discretion by posting an updated version of the General Terms. All such changes to the General Terms are effective immediately when posted, and shall apply to all rights and obligations of the Parties under each Purchase Order thereafter. Supplier acknowledges and agrees that its continued performance under each Purchase Order following the posting of such revised General Terms shall constitute Supplier's acceptance and agreement to the changes which are binding on Supplier.

9.2 **Entire Agreement.** Except as expressly provided for in this Agreement, this Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, merges all discussions between them, and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation, whether written or oral, that may have existed among the Parties to the extent that any such agreement relates to the subject matter hereof. Any terms or conditions contained in any other document or communication with Supplier (including any acknowledgment or invoice) which are inconsistent with the terms and conditions of this Agreement are hereby expressly rejected by Company, and the terms of this Agreement shall prevail notwithstanding any variance with the terms of the foregoing. To the extent that this Agreement might be treated as an acceptance of Supplier's prior offer (whether or not contained in a separate document), such acceptance is expressly made on condition of assent by Supplier to the terms of this Agreement and delivery or shipment of the Deliverables by Supplier shall constitute such assent.

10. GENERAL PROVISIONS

10.1 **Relationship of the Parties.** The relationship between the Parties shall be at all times that of independent contractors. Nothing contained herein or done pursuant hereto shall constitute either Party (or its agents or employees) as an agent, legal representative, partner, trust, joint venturer or employee of the other Party for any purpose whatsoever, and each Party and its Representatives shall have no right, power, or authority to assume, create, or incur, in writing or otherwise, any expense, liability, or obligation in the name or on behalf of the other Party. Supplier acknowledges and agrees that Company is interested only in the results obtained under this Agreement, and the manner and means of achieving such results are subject to Supplier's sole determination and control.

10.2 **Third Party Rights.** Except as expressly stated in this Agreement, no third party shall receive any benefit or be entitled to any claim, cause of action, remedy or right of any kind under this Agreement, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

10.3 **Further assurance.** Each Party shall do all things necessary, including executing all documents necessary, to give effect to the intention of the Parties in relation to this Agreement.

10.4 **Costs.** Unless otherwise stated herein, each Party shall bear all of its costs and expenses incurred in the performance of its own undertakings, duties, and obligations under this Agreement.

10.5 **Severability.** Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

10.6 **Transfers.** Neither Party may or shall assign, transfer (by way of novation or otherwise), or create any trust or purport to do the same, in respect of a right or obligation in, this Agreement without the prior written consent of the other Party hereto (not to be unreasonably withheld or delayed), provided that the Company may assign or transfer (by way of novation or otherwise) its right or obligation in this Agreement to: (a) its Affiliates, or (b) a

third party as part of a corporate restructuring. The terms and conditions of this Agreement will inure to the benefit of and bind each Party's respective successors and permitted assigns.

- 10.7 **Waiver.** The failure of a Party to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provision or of the right of such Party thereafter to enforce each such provision. No waiver of any term or condition of this Agreement shall be valid or binding on a Party unless the same is set forth in a written document, specifically referring to this Agreement and duly signed by the waiving Party.
- 10.8 **Remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.
- 10.9 **Notices.** Any notice or other communication to be given in connection with this Agreement shall be in writing, and will be (as elected by the Party giving such notice): (a) personally delivered; (b) transmitted by registered or certified mail, return receipt requested; (c) deposited prepaid with a nationally recognized overnight courier service; or (d) sent by confirmed e-mail. Unless otherwise provided herein, all notices shall be deemed to have been duly given on: (x) the date of receipt if delivered personally or by courier; (y) ten (10) Business Days (for the recipient) after the date of posting if transmitted by mail; or (z) if transmitted by facsimile or e-mail, the date a confirmation of transmission is received. Each Party may change its address for purposes hereof on not less than five (5) Business Days (for the other Party) prior notice to the other Party. All notices hereunder to Company or Supplier shall be delivered, transmitted, or sent to the relevant addresses set out in the Purchase Order.
- 10.10 **Governing Language.** This Agreement is written and executed in the English language only, and it shall be the binding and controlling agreement for all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties.

Last updated: 1 April 2024

SPECIAL TERMS FOR IT INFRASTRUCTURE GOODS AND SERVICES

These Special Terms for IT Infrastructure – Goods and Services (“**Special Terms**”) shall apply solely in respect of the purchase of any IT Infrastructure Goods and Services (as defined below), and (in conjunction with the General Terms and Purchase Order) form part of the Agreement between the Company and Supplier.

For the purpose of these Special Terms, “**IT Infrastructure Goods and Services**” shall refer to any Deliverables which are expressly identified in a Purchase Order as “IT Infrastructure Goods and Services” and/or any other hardware, software, equipment, and services that are directly related to the establishment, management, and support of information technology systems, networks, and data centers. This includes but is not limited to:

- I. **Hardware:** All physical components and devices necessary for the functioning of IT Infrastructure systems, such as servers, network equipment, storage devices, workstations, and peripherals.
- II. **Software:** Any software components essential for the operation and management of IT Infrastructure systems, including operating systems, network management software, storage management software, and security software.
- III. **Data Center Equipment:** Equipment required for the establishment and maintenance of data centers, including cooling systems, power backup solutions, racks, and power distribution units.
- IV. **IT Infrastructure Services:** A wide range of services that support the establishment, deployment, maintenance, and security of IT Infrastructure, encompassing installation and configuration, ongoing maintenance and support, network services, cloud services, data backup and recovery, security services, consulting and design, migration and upgrades, disaster recovery planning, and training.

The Company and Supplier acknowledge that these Special Terms are specifically designed to govern the IT Infrastructure Goods and Services as described above and are supplementary to the General Terms. In the event of any conflict or inconsistency between these Special Terms and the General Terms in relation to the purchase of any IT Infrastructure Goods and Services, the provisions of these Special Terms shall prevail to the extent of such conflict or inconsistency.

1. SUPPLIER’S OBLIGATION

1.1 **Sufficiency of Quotation.** The Supplier shall do all such acts and things as the Company may deem necessary for its proper receipt and consumption of the Deliverables in accordance with the requirements and specifications set out in the Agreement. Unless otherwise specifically stated, the following shall be deemed to be included in the Fees for the IT Infrastructure Goods and Services as set out in the Purchase Order:

- (a) Labour and all costs in connection therewith and any items of expenditure which related to the Supplier’s labour;
- (b) Materials, plant, and goods and costs in connection therewith, including preparatory and temporary works and fittings and fixing materials and goods in position, wastage, etc;
- (c) Use of equipment, tools and vehicles, including maintenance and supply of fuel and other equipment necessary for the proper execution and completion of the Deliverables, and all idle time, dismantling and removal of equipment, etc off the site;
- (d) Overhead/establishment charges, supervision, attendance, including supply of samples, testing of materials and goods, testing and commissioning of all installations, production of charts, programmes and drawings, all as specified in the Agreement, profit, and all taxes and import duties; and/or
- (e) Complying with all the requirements of the Agreement, whether any requirement may or may not be particularly shown or described, provided that the same can be reasonably inferred therefrom, and any other obligations necessary for the proper execution, completion and maintenance of the Deliverables.

1.2 **Urgent Repairs.** If by reason of any accident or failure or other event occurring to or in connection with any Deliverables (either during the execution of the Deliverables or during the product warranty period stated in the

General Terms), any remedial or other work shall in the opinion of the Company be urgently necessary and the Supplier is unable or unwilling at once to do such remedial or other work, the Company may authorise the carrying out of such remedial or other work by a person other than the Supplier. Supplier shall compensate Company for any costs incurred by Company in respect of such works (including by Company exercising its right under clause 5.3 of Part A of the General Terms to set off such costs against any amounts to be paid to Supplier).

- 1.3 **Additional Requirements.** In performing the Deliverables, the Supplier shall comply with any technical or operational specifications and/or any other requirements as set out in (i) any document which is attached to (or otherwise provided to Supplier together with) the executed Purchase Order[, and/or (ii) any other instructions or documents as may be issued by the Company from time to time.

2. INSPECTION AND ACCEPTANCE

2.1 Inspection and Acceptance.

- (a) This clause 2.1 shall supersede clauses 3.4(a) and 3.4(b) of Part A of the General Terms in their entirety in respect of the purchase of any IT Infrastructure Goods and Services.
- (b) Products purchased which fall within the category of IT Infrastructure Goods and Services are subject to Company's reasonable inspection and approval in accordance with this clause 2.1.
- (c) Upon receipt of the Products, Company may carry out acceptance testing of the Products to confirm that such Products comply with Company's specifications, and Supplier shall provide such assistance as may be required by Company (and in accordance with such timelines as may be determined by Company) in connection with such acceptance testing.
- (d) Company shall notify Supplier in writing if any non-compliance (including any damage incurred in transit) is identified as a result of such acceptance testing. Supplier undertakes to repair, replace (or perform such other remedial acts as may be necessary in respect of any such non-compliant Products (at Supplier's expense) to Company's absolute satisfaction.

3. FEES; INVOICING; TAX

3.1 Invoicing / payment.

- (a) This clause 3.1 shall supersede clause 5.3(b) of Part A of the General Terms in their entirety in respect of the purchase of any IT Infrastructure Goods and Services.
- (b) Company shall pay undisputed Fees to Supplier within thirty (45) Business Days of receipt of a valid invoice. Company may withhold payment of Fees that Company disputes in good faith (or, if the disputed Fees have already been paid, then Company may withhold an equal amount from a later payment), including disputes in respect of an error in an invoice or an amount paid. If Company withholds any such amount, Company will promptly notify Supplier, in writing, that it is disputing such charges (and in the case of withheld payments, prior to the due date of payment) and Parties will promptly address such dispute.