

## STANDARD TERMS OF ENGAGEMENT FOR SERVICES PROVIDED BY APAC MC

**LAST EDITED 12 JULY 2023**

These Standard Terms of Engagement (“**STOE**”) contain the general terms and conditions upon which we, APAC Management Consultancy Pte. Ltd., registered in Singapore with UEN 200924001D (“**APAC MC**”) will provide to you, the Client (“**Client**”) certain services which specific scope, fees, charges and additional terms are set in schedules or proposal (“**Schedule**”) that were provided to you, and in subsequent amendment and integrations (“**Addendum**”), that might be mutually agreed in writing from time to time.

By signing a Schedule for acceptance, you, the Client, agree to appoint us, APAC MC, as an independent contractor under these STOE which, combined with the Schedule and with any future Addendum, constitute the complete Agreement between you and us (“**Agreement**”).

### BACKGROUND

- A. APAC MC is a professional consultancy firm specialising in compliance, application for financial services licenses, strategic consulting, corporate services, market entry, executive search, acquisitions and divestments, SaaS, applications for foreign citizenship and residence, and digital marketing.
- B. The Client desires to obtain some or all of such services from APAC MC pursuant to the terms and conditions set forth in the Agreement.
- C. Either at commencement or from time to time during the currency of this Agreement (as the case may be), the Client shall request APAC MC to provide services under the terms of one or more Schedules (and any applicable Addendum to such Schedules) setting out the particular terms applicable to that supply.

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1. Interpretation

- 1.1. Where these are not otherwise defined, please refer to Section 21 for the meaning of some of the terms used in this Agreement.
- 1.2. In this Agreement the following rules of interpretation apply:
  - 1.2.1. The words: “you”, “your”, “yours”, “yourself” refer to the Client.
  - 1.2.2. The words: “we”, “us”, “our”, “ours”, “ourselves” refer to APAC MC.
  - 1.2.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
  - 1.2.4. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  - 1.2.5. A reference in these terms to writing or written includes e-mail.
  - 1.2.6. APAC MC and the Client shall each be referred to as a “Party” and, jointly, as “the Parties” of this Agreement.
  - 1.2.7. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the current Schedule or, if there are more than one, Schedules.
  - 1.2.8. A reference to a Party includes its Group Companies (if any), representatives, successors or permitted assigns.
  - 1.2.9. A ‘person’ includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - 1.2.10. Any words in the singular include the plural and vice versa.
  - 1.2.11. Any words denoting the masculine shall include the feminine or neuter and vice versa.
  - 1.2.12. All definitions, notes, and supplementary terms and conditions referred to in these terms form part of the

Agreement as if they were expressly set out in it.

1.2.13. The Section headings are for reference only and do not affect the construction or enforceability of this Agreement.

## **2. Appointment**

2.1. The Client hereby appoints APAC MC to provide the Services and APAC MC agrees to provide such Services subject to the terms set out in this Agreement.

## **3. Basis of This Agreement**

3.1. The contract set by this Agreement is made up of the following:

3.1.1. The Schedule (or if applicable Schedules);

3.1.2. these STOE; and

3.1.3. any future Addendum.

3.2. If you were provided or agreed to STOE or a Schedule in a language other than English, such version is to be considered a courtesy translation only and, in case of discrepancies with the English version, the latter shall prevail and be considered the legally binding version of the Agreement.

3.3. On receipt of a Schedule:

3.3.1. If you accept its terms, you shall promptly sign and return one copy to us;

3.3.2. If you do not accept its terms, you shall promptly advise us;

3.3.3. If you continue to instruct us without signing and returning a copy of the Schedule, it shall nevertheless be deemed to have accepted the terms of the Schedule.

## **4. Addendum**

4.1. Any amendment to the scope or specification of the Services shall be agreed between the Parties in writing ('Addendum') either:

4.1.1. as reasonably requested by you or by us; or

4.1.2. when rendered necessary for example as becomes apparent during initial due diligence or research; or

4.1.3. the matter becomes more protracted or is more complicated than is known at commencement; or

4.1.4. because your additional requirements go excessively or unreasonably beyond the scope originally envisaged to be included.

4.2. In case of any such Agreed Change, we shall be entitled (as the case may be) to either revise the amount of recurring fees or charge for additional services, time and materials needed to meet your requirements.

4.3. If you do not agree this revision, it shall notify such to us in writing and, from the date that notification is received, WE shall be entitled to discontinue further work and to charge for all services provided or time and materials arising to that date on a quantum merit basis.

## **5. Services**

5.1. We shall:

5.1.1. perform the Services with the skill, care and diligence reasonably expected of a professional, qualified and competent consultant experienced in providing services of a similar scope and complexity as the Services;

5.1.2. provide the Services so far as is reasonably practicable within agreed timescales;

5.1.3. perform the Services in accordance with any lawful direction provided by you in a timely manner;

5.1.4. consult with You regularly to determine its ongoing requirements during the performance of the Services;

- 5.1.5. do all things necessary and incidental, within reason, and within the scope of the agreed services, for the proper performance of our obligations under this Agreement; and
- 5.1.6. use reasonable endeavours to perform and supply the Services in accordance with the applicable Schedule.
- 5.2. we are responsible for maintaining reasonable continuity in personnel providing Services on its behalf but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period. Where Our charges are on a time and materials basis, or where any individual who will provide Services is named in a Schedule, it is Our responsibility to ensure that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged.
- 5.3. It is your responsibility to satisfy itself that any advice received is appropriate to its business needs before implementing it.
- 5.4. To enable US to perform its obligations you shall:
- 5.4.1. co-operate with us in all matters relating to the Services;
- 5.4.2. follow Our reasonable instructions relating to the Services;
- 5.4.3. provide to us information it reasonably requires performing its obligations under this Agreement. If you do not, within a reasonable time of being asked for it, provide us with the requested information, or provides incomplete or incorrect information, we may either end the Agreement or the relevant Schedule (see Section 12) or make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result. We shall not be liable for any delay or failure in providing the Services if this is caused by you not giving the information or documents requested within a reasonable time of being asked for it.
- 5.5. Our provision of the Services is dependent and conditional upon you meeting its obligations in this Section 5.
- 5.6. we shall not be responsible for any delay in performance or failure to meet its obligations under this Agreement that is caused, directly or indirectly, by an event outside its control including:
- 5.6.1. utility or service failures;
- 5.6.2. your failure to co-operate with us and/or to follow its reasonable instructions;
- 5.6.3. your unavailability and/or unresponsiveness;
- 5.6.4. services that are not directly supplied or provided by us but by third parties;
- 5.6.5. unforeseen events or circumstances;
- 5.6.6. any other delay or default on your side;
- 5.6.7. any regulatory or legal obligation which comes to Our notice. we shall notify you in any such event and shall not be liable under this Agreement if, as a result of needing to comply with any such law or requirement, it is rendered in breach of any of its other obligations under this Agreement; or
- 5.6.8. any other event beyond Our reasonable control including, but not limited to, any Force Majeure Event
- 5.7. we shall contact you as soon as reasonably possible to let it know that provision of the Services is delayed or affected by any of the events listed in Section 5.7 and we shall take commercially reasonable steps to minimise the effect of the delay.
- 5.8. You acknowledge that, irrespective of the advice received by us:
- 5.8.1. You are responsible for being up to date at all times of the legal framework, requirements, charges, liabilities and other terms that apply to the Service and to the scope of services that you requested, and that such items might change without notice during or after the project. We shall have no responsibility over such changes, but we commit to advise you on the best course of action to complete the project.
- 5.8.2. You are ultimately responsible for being up to date at all times of the legal framework, requirements, costs, and liabilities that apply to the Services and to the scope of the Services that were requested;
- 5.8.3. the fees charged by the government or by third-party at the time this Project is initiated might change without notice during the execution of the Project; and
- 5.8.4. You have independently verified and decided that the requested services are adequate to meet its main

purpose, and we shall provide its services under this assumption and makes no guarantee whatsoever that your assumption is correct and legally viable.

5.9. Any advice provided by us, or by third party professionals which is passed on by us to you, is subject to change without notice, it shall not constitute or be considered as professional legal, financial or tax advice, it does not substitute any applicable laws, rules or regulations; and you should seek independent advice from a legal professional or a financial advisor on such matters. Furthermore, any information is subject to change without notice.

5.10. We shall not be held liable for indirect, special, incidental, punitive, or consequential damages of any kind, including loss of profits, arising under or in connection with the advice provided.

5.11. Any advice commissioned by us to third parties on your behalf, and forwarded by us to you, does not constitute advice provided by us.

## **6. Ownership of Intellectual Property**

6.1. Each Party owns all Intellectual Property Rights (including copyright) relating to the Materials it produces or develops during the project, and delivers to the other Party, whether or not developed specifically for the other Party or otherwise subsisting at any time, and ownership of all such Intellectual Property Rights shall vest in and remain with the Party who created the Material.

6.2. You grant to us a non-exclusive, terminable, non-transferable, royalty-free licence to copy, store, and make full use the Materials solely for the purpose of, and to the extent necessary for, us performing the Services, provided always that you can request us to destroy or return such Materials upon terminating the applicable Schedule of the project for which such Materials were shared.

6.3. we grants to you, a non-exclusive, terminable, non-transferable royalty-free licence to copy, store, and make full use of any Materials solely for the purpose of, and to the extent necessary for us performing the Services, provided always that should you be in breach of any payment obligation or any other obligation owed to us under the terms of this Agreement, such licence shall forthwith be suspended until full payment is made and any breach of obligation is remedied to our satisfaction.

## **7. Charges and Payment**

7.1. Charges in respect of Services provided by us to you under each Schedule are set out in detail in each applicable Schedule. All payments shall be in US Dollars (USD) unless an alternative currency is specifically agreed and stated in the relevant Schedule.

7.2. we shall, in respect of Schedules setting out a time and materials basis for payment, issue invoices to you at the address set out in the relevant Schedule or Addendum. The invoice may also be issued via electronic mail to your email address set out in the relevant Schedule.

7.3. we accept payment at its option by direct debit, standing order or by money transfer to the account of which full details are set out in its invoices, using the relevant client number or invoice number as the payment reference.

7.4. Time is of the essence in respect of your payment obligations. All Charges and expenses shall become due on the date of the applicable invoice. You must pay each invoice within seven (7) days after the date of the invoice.

7.5. Your payment of Our invoices shall in no way be conditional upon or delayed pending your receipt of payment or funds from any third party and all amounts due under this Agreement shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and you

shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount, in whole or in part, unless such deduction, set-off or counterclaim were initiated or proposed by us.

7.6. All Rates and Charges detailed in this Agreement, and all Schedules, are exclusive of Good and Services Tax ("GST") or other applicable sales tax and, where applicable, such GST or other applicable sales tax shall be added at the appropriate rate to the total of all Charges and expenses shown on your invoice. we shall pass on changes in the rate of GST or applicable sales tax. If the rate of GST or sales tax changes between the Agreement Date and the date we provide the Services, we shall adjust the rate of GST or sales tax that you pay, unless you have already paid for the Services in full before the change in the rate of GST or sales tax takes effect.

7.7. If any of Our invoices becomes overdue, we shall have the rights of suspension and termination set out in Section 11.

7.8. Overdue invoices shall accrue interest at a 9% yearly rate. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay interest together with any overdue amount and should we have to issue legal proceedings to enforce payment of invoices pursuant to this Agreement, you accept responsibility for all Our legal fees and disbursements irrespective of the value of the claim, on a full indemnity basis.

## **8. Representations and Warranties**

8.1. We represent and warrants to you as follows:

8.1.1. we have the full power and authority required to execute and enter into this Agreement and perform the Services provided for herein;

8.1.2. all Materials are provided "as is" and for use in respect of the Project only.

8.2. You represent and warrants to us as follows:

8.2.1. you possess full power and authority to execute and enter into this Agreement and to fulfil its obligations hereunder;

8.2.2. the performance of the terms of this Agreement and of your obligations hereunder shall not breach any separate agreement by which you are bound.

## **9. Intellectual Property Indemnity**

9.1. we shall be fully indemnified by you against all and any claims, losses, damages, costs (including reasonable legal fees) liabilities and expenses concerning infringement or alleged infringement of any form of Intellectual Property Right related to material provided to us by you.

9.2. This Section shall survive the expiry or termination of this Agreement and shall continue in full force and effect.

## **10. Liability**

10.1. Nothing in this Agreement shall limit or exclude a Party's liability for fraud or fraudulent misrepresentation.

10.2. Subject to Section 10.1 we shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

10.2.1. loss of profits;

10.2.2. loss of opportunity, sales or business;

10.2.3. loss of agreements or contracts;

10.2.4. loss of anticipated savings;

10.2.5. loss of or damage to goodwill or reputation;

10.2.6. any indirect, incidental, special or consequential loss or damage;

10.3. Notwithstanding any other provision of this Agreement, our maximum and total liability arising from or in connection with this Agreement shall not exceed the higher of (i) \$50,000 and (ii) the total of the payments actually paid, or payable, to us under the applicable Schedule during the twelve (12) months prior to the date of any claim or if, at the time of claim, less than twelve months have elapsed since Agreement Date, during the term hereof.

## **11. Suspension and Termination**

11.1. This Agreement and each Schedule shall continue until terminated in accordance with this Section 11.

11.2. we may suspend the Services if you do not pay. If you do not pay for the Services when due (see Section 7.4), we may suspend work until you have paid the outstanding amounts and any agreed timescale shall be extended by no less than the period for which the due payment remains unpaid. As well as suspending the Services, we shall charge you interest on the overdue payments (see Section 7.8).

11.3. Without limiting its other rights or remedies either Party may terminate this Agreement at any time when there is no current Schedule, by immediate written notice.

11.4. Without limiting its other rights or remedies, we may terminate the Agreement or any current Schedule with immediate effect by giving written notice to you if you fail to pay any amount due under this Agreement on the due date for payment.

11.5. Without limiting its other rights or remedies, each Party may terminate any Schedule or the Agreement with immediate effect by giving written notice to the other Party if:

11.5.1. the other Party commits a material breach of its obligations under the relevant Schedule or this Agreement and (if such breach is remediable) fails to remedy that breach within fifteen Business Days after receipt of notice in writing to do so;

11.5.2. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing or, being a partnership, has any partner to whom any of the foregoing apply;

11.5.3. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

11.5.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of that other Party;

11.5.5. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;

11.5.6. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party (being a company);

11.5.7. the holder of a qualifying charge over the assets of the other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.5.8. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

11.5.9. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Section 11.5.2 to Section 11.5.8 (inclusive);

11.5.10. the other Party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or

11.5.11. your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil its obligations under the relevant Schedule or the Agreement has been placed in jeopardy.

11.6. Without limiting its other rights or remedies, we may suspend the supply of Services or all further deliveries of Materials if you become subject to any of the events listed in Section 11.5.2 to Section 11.5.11, or we reasonably believe that you are about to become subject to any of them.

11.7. On termination of the Agreement or any Schedule for any reason:

11.7.1. you shall immediately pay to us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied up to the Termination Date but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

11.7.2. you shall return all of the Materials which have not been fully paid for. Until they have been returned, you shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with this Agreement;

11.7.3. the accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

11.7.4. Sections which expressly or by implication have effect after termination shall continue in full force and effect.

## **12. Expenses**

12.1. In addition to the compensation payable to us pursuant to Section 4 hereof, you shall pay directly or reimburse us for its pre-agreed Out-of-Pocket Expenses. For the purpose of this Agreement, "Out-of-Pocket Expenses" shall mean the amounts actually paid or payable by us directly in connection with its performance of the Services, including, without limitation, fees and disbursements charged by independent professionals and service providers; government fees paid on behalf of you, transportation and lodging, or any similar expense not associated with its ordinary operations.

12.2. Unless otherwise indicated, all reimbursements for Out-of-Pocket Expenses shall be made as soon as practicable after written approval by You of the relative documented expenses reimbursement statement presented by us.

## **13. Non-Exclusive**

13.1. This Agreement is not exclusive; we are and remains at liberty to also provide services to third parties, and you are and remains at liberty to engage services (including similar services) from third parties.

13.2. we reserve the right to decline to provide any advice and assistance outside the scope of the Services as specified in Schedules from time to time agreed between the Parties, even if we may previously have provided such additional advice and assistance.

13.3. we may accept and perform engagements from individuals and companies, including those which might be in direct competition with You at its absolute discretion, without any necessity to obtain the consent of you, and nothing herein shall preclude them from such engaging.

## **14. Confidentiality**

14.1. Each Party (the "Receiving Party") shall not divulge (and shall use its reasonable endeavours to prevent the publication and disclosure) to any third party any Confidential Information belonging to the other Party (the "Disclosing Party") except as permitted by Section 14.3.

14.2. The Receiving Party shall not be bound by Section 14.1 in relation to Confidential Information that is:

14.2.1. published or comes into the public domain otherwise than by a breach of this Agreement; or

- 14.2.2. lawfully known to the Receiving Party before commencement of the provision of the Services or the date of this Agreement whichever is the earlier; or
- 14.2.3. lawfully obtained by it from a third party which is free to divulge that information; or
- 14.2.4. required by law, or by any court or other legal or regulatory authority with competent jurisdiction, provided that, to the extent it is legally permitted to do so, the Disclosing Party gives the other as much notice as possible of such disclosure; or
- 14.2.5. as otherwise agreed by the Parties in advance, in writing, within the Schedule or Addendum.

14.3. Each Party may disclose the other Party's Confidential Information to its consultants, employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its consultants, employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's Confidential Information comply with this Section 14.

14.4. If either Party requires any Confidential Information to be restricted to specific personnel, or groups of personnel, within the other Party this must be explicitly detailed in the Schedule.

14.5. No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

14.6. The provisions of this Section 14 shall survive the expiry or termination of the Agreement.

14.7. Upon termination of this Agreement, and upon specific request of a Party, the other Party must promptly return or destroy the Proprietary Information of the other party, provided however, each party may retain any Proprietary Information of the other party it is required to retain by law or if it is required in relation to a legal proceeding;

## **15. Data Protection**

15.1. Each Party shall comply with all applicable requirements of the Data Protection Legislation of their respective Countries which, for us, is the Personal Data Protection Act ("PDPA") of the Republic of Singapore.

15.2. Without prejudice to the generality of Section 15.1, to the extent that the Services involve the processing of any Personal Data, you shall ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to us for the duration and purposes of this Agreement.

15.3. Without prejudice to the generality of Section 15.1, we shall, in relation to any Personal Data processed in connection with the performance by us of its obligations under this Agreement, at the written direction of you, delete or return Personal Data and copies thereof to you on termination of the Agreement unless required by Applicable Law to store the Personal Data.

## **16. Use of client data for Marketing**

16.1. From time-to-time we might contact you to about products and services provided by us or by third parties that we believe might be of use for your business. You may contact us to opt-out of receiving such mails.

16.2. We and our Sister Companies may identify you as our client and mention your name and logo in connection with electronic only (non-printed) published marketing material, in the section where we list our clients. We shall not disclose any confidential information about you (including the scope of engagement) in such marketing material, unless so authorized by you in writing. You have the right to request that we modify or remove such mentions, and we shall fulfil such request as soon as practicable, unless it is unreasonably expensive to do so.



## **17. Assignments**

17.1. This Agreement is personal to us and may not be assigned by us, nor may any of its duties, rights or liabilities be assigned or transferred without your prior written consent.

17.2. Each Party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Neither Party second its employees or any of them to the other, nor is it the intention of either Party to have or create an employee/employer relationship with the other. Each Party shall indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.

## **18. Variations and Notices**

18.1. No variation or amendment of this Agreement shall be valid and effective unless it is in writing and signed or otherwise lawfully and mutually authorised by the Parties.

18.2. All communications, including notices, which may be or are required to be given, served, or sent by either Party to the other Party pursuant to or in connection with this Agreement, shall be in writing, and sent via mail or email.

18.3. If sent via mail, the communication shall be mailed by recorded or registered mail, addressed to the recipient Party at its registered office or such other address as that the receiving Party may have specified in the Schedule or in a previous Addendum, and shall be deemed to have been received on the fourth Business Day after posting, or when the recipient acknowledges receipt, whichever is earlier.

18.4. If sent via email, the communication shall be sent to the authorized email that the receiving Party may have specified in the Schedule or in a previous Addendum and shall be deemed to have been received on the first Business Day after sending it, or when the recipient acknowledges receipt, whichever is earlier.

18.5. The provisions of this Section shall not apply to the service of any proceedings or other documents in any legal action.

## **19. Force Majeure**

19.1. we shall not be liable to you as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

19.2. If the Force Majeure Event prevents or delays us from supplying any of the Services under the applicable Schedule or meeting any of its obligations under this Agreement for more than 7 Business Days, we shall, without limiting its other rights or remedies, have the right either:

19.2.1. to suspend performance of any its obligations under a Schedule for so long as the Force Majeure Event prevents or delays supply; or

19.2.2. to terminate the relevant Schedule immediately by giving written notice to you.

## **20. Dispute Resolution**

20.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the Republic of Singapore.

20.2. Subject to Sections 20.3, each Party irrevocably agrees that the courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) save that the Parties may seek an interim injunction or other

emergency measure in any jurisdiction.

20.3. Any disputes or claims arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims) shall be resolved amicably between representatives appointed by the Parties who shall, within 10 Business Days of a written request from one Party to the other, (unless another period of time is agreed in writing), meet (face-to-face or remotely) in a good faith effort to consider the dispute. In no event shall the provisions of this apply to disputes in respect of which either Party seeks interim relief in respect of any dispute.

20.4. In the event that the persons appointed in Section 20.3 are unable to resolve the dispute within 5 Business Days from referral to them or within such other agreed period, the Parties shall have no further obligation to follow this resolution procedure and the provisions of 20.5 shall apply.

20.5. If the dispute is not resolved at that meeting, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in accordance with the said Rules:

- (i) the number of arbitrators shall be one;
- (ii) the place of arbitration shall be Singapore;
- (iii) arbitration shall be conducted in the English language.

20.6. The parties hereby agree that, notwithstanding the foregoing, either party may bring an action on this Agreement in any jurisdiction where the other party has assets or in any jurisdiction where this Agreement has been breached or where a breach is threatened, and in such an event, the parties hereby irrevocably attorns to the jurisdiction of the Courts of such jurisdictions for the determination of all matters arising hereunder.

## 21. Definitions

21.1. The following terms, when used in this Agreement, shall have the following meanings:

**Agreement** - means the Agreement between the Client and us for the supply of services in accordance with the terms and conditions of these STOE and includes the provisions of the relevant and applicable Schedule or Schedules that are incorporated by reference herein;

**Addendum** - means a mutual written (including via email) agreement between the Parties to amend or integrate the scope of the Services or the applicable terms or Charges;

**Agreement Date** - means the date when the applicable Schedule was signed by the Client;

**Business Day** - means a day other than a Saturday, Sunday or public holiday in Singapore;

**Confidential Information** - means any trade secrets, passwords, logon, formulae, methods, techniques, computations, knowledge, data, processes, technical or commercial know-how, specifications, inventions, processes or initiatives, technical data, technology, software manuals, business plans, marketing plans, merchandising, selling ideas, methods, techniques or other proprietary information pertaining to any of the parties' business, or any of its clients, customers, consultants, suppliers or affiliates, which either party may produce, use, view or otherwise acquire during the relationship created by this Agreement.

**Data Protection Legislation** - means, for us, the Personal Data Protection Act ("DAPA"); and it means, for the Client, the applicable laws and regulations applicable in its jurisdiction on the matter of personal data protection.

**Force Majeure Event** - means an event beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of either Party or any other third party), failure of a utility service, communications network or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any applicable law or regulation, accident, breakdown of plant or machinery, fire, flood, storm, earthquake or default or embargo of suppliers or sub-contractors;

**Group Company** - means in respect of each Party, the Party, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time;

**Intellectual Property Rights** - means copyrights, moral rights, patents, utility models, rights to Inventions, supplementary protection certificates, trademarks, trade names, service marks, design rights, database rights, topography rights, rights in computer software including source code, rights in goodwill, rights in undisclosed or Confidential Information (such as Know-How, trade secrets and inventions (whether patentable or not)), trade names, business names and all other similar,

analogous or related intellectual property rights (whether registered or not), any licence, right or interest of any kind arising out of or granted or created in respect of the items referred to above and applications for or claims to protect any such rights anywhere in the world;

**Invention** - means any invention, idea, discovery, development, improvement or innovation made in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Materials** – means any and all materials (produced in any media including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including but not limited to documents, designs, drawings, plans, specifications, design details, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations, brochures, reports, notes of meetings, calculations, statistical models, data, databases, schedules, programmes, budgets and any other materials and information developed or provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project;

**Project** - means in respect of each Schedule the specific ad hoc or retained provision of Our Services as set out in the relevant Schedule;

**Services** - means in respect of each Schedule the services as requested by the Client and described in detail in the relevant Schedule;

**Schedule** - means the Schedule of works (and if more than one the Schedules) setting out particular terms for supply specifying the services required, the date of their commencement, estimated duration and the agreed rates of compensation in respect of the Services to be provided under that Schedule and this Agreement and includes any Addendum from time to time varying the terms of the relevant Schedule by.

**Sister Companies** – means companies that share some of our shareholders, directors and employees, currently these are AdsWarrior Group Inc. (Seychelles International Business Company number: 155546) and EGL Trading Ltd (P. R. China company number 310000400710052).

**STOE** – means these Standard Terms of Engagement

**Termination Date** - means the date of termination of this Agreement or, in respect of a Schedule, (as the case may be), howsoever arising.

## 22. General

22.1. The English Language shall be used throughout in the Parties' communications, notifications, reports, correspondence, information, calculations and invoices in so far as they relate to the Services provided under this Agreement.

22.2. The execution and delivery by the parties of this Agreement have been duly and validly authorized by all requisite action by each party. No further license or approval of any person is required for execution and delivery of this Agreement.

22.3. Nobody else has any rights under this Agreement. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

22.4. Nothing in these STOE is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between you and us, nor constitute either as the agent, partner or employee of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other in any way.

22.5. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability of the rest of this Agreement. If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22.6. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.

22.7. Unless specifically provided otherwise, rights arising under these STOE are cumulative and do not exclude rights provided otherwise by law.

22.8. This Agreement shall inure to the benefit of and be binding upon the parties hereto (including any present or future subsidiaries of The Client that are not signatories hereto), their heirs, personal representatives, successors and assigns.