Ascentium Global Terms of Business for Services Provided in Singapore

1 Our Services

1.1 We will perform the Services set out in each Statement of Work issued hereunder with reasonable skill and care.

1.2 The Services provided by us may include advice and recommendations, but all decisions in respect of the implementation of such advice and recommendations shall be your responsibility.

1.3 We will act in accordance with all your instructions and shall have no duty to verify or review the accuracy, propriety or legality of the instructions. We shall be entitled to disregard or refuse to act on any instruction which we reasonably believe may not be compliant with applicable laws without being liable to you.

1.4 We will use our best effort to meet the timetable set out in the relevant Statement of Work. However, unless expressly agreed in writing, dates contained in the relevant Statement of Work or otherwise communicated are indicative dates intended for planning only.

1.5 Deliverables to be provided by us under the relevant Statement of Work ("**Deliverables**") and the Services are provided solely for your use for the purposes set out in the relevant Statement of Work or Deliverable. You may not disclose any Deliverable to any third party or refer to us in connection with the Services except: (i) as required by law (and you will promptly notify us of such legal requirement to the extent you are permitted to do so), or (ii) with our prior written consent and on such conditions which we have specified in our consent.

1.6 You acknowledge that you will not rely on any draft Deliverables or oral advice.

2 Your Responsibilities

2.1 You agree to: (i) provide us promptly all information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services; (ii) ensure that all information provided by you or on your behalf ("**Client Information**") is accurate, complete and does not infringe any copyright or other third-party rights; and (iii) inform us of changes to any Client Information.

2.2 You acknowledge that we will rely on the Client Information and will not evaluate or verify any Client Information.

2.3 You agree that all instructions given by you shall comply with all applicable law and regulations. You further agree that, in connection with the performance of your rights and obligations under this Agreement, you will comply with all laws and

regulations of any jurisdiction applicable to you from time to time concerning or relating to bribery or corruption.

3 Confidentiality

3.1 Both parties agree to use all confidential information in relation to the Services only and not to disclose to third parties the contents of this Agreement, any Statement of Work, or any confidential information. Either of us may, however, disclose such information to the extent that: (i) it is or becomes public other than through a breach of this Agreement, (ii) it is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) it was known to the recipient at the time of disclosure, (iv) is created independently, or (v) it must be disclosed under applicable law, legal process, or professional regulations.

3.2 We may provide Client Information to other entities within the Ascentium group of companies (which include us, our holding companies, subsidiaries, and affiliates, together the "**Ascentium Group**") or relevant subcontractors as long as they are bound by confidentiality obligations and to the extent it is not prohibited by applicable law.

4 Personal Data Protection

4.1 We will process personal data provided by you under this Agreement or any Statement of Work ("**Personal Data**") in accordance with the requirements of applicable data protection laws including (without limitation) the Personal Data Protection Act 2012.

4.2 You agree that we may share Personal Data with other Ascentium Group entities and other relevant subcontractors (who may be located in other territories) for the purposes of (i) providing the Services, (ii) maintaining our operations or client relationship management system, (iii) risk and compliance management, or (iv) providing you with information about us and our range of services.

4.3 You warrant that you have the authority to provide Personal Data to us and that any personal data provided to us has been processed in accordance with applicable law.

5 Intellectual Property Rights

5.1 We will own the intellectual property rights in the Deliverables, work paper we compiled in relation to the provision of the Services, and any material created under this Agreement and/or any Statement of Work.

5.2 Subject to the payment of all fees set out in the Statement of Work, you will have a non-exclusive, non-transferable license to use all Deliverables in accordance with Clause 1.5.

6 Liability

6.1 Our liability for loss or damages arising in relation to the Services, as a result of breach of contract, tort (including negligence) or otherwise is limited to one (1) times the fees paid by you for the relevant Services that directly caused the loss or damages, except to the extent to which we are finally determined to have engaged in wilful misconduct or fraudulent behaviour.

6.2 To the extent permitted by applicable law, we will not be liable for any loss, damages or expenses, not directly caused by our wrongdoing (including loss of profits or revenue, business interruption, loss or corruption of data, loss of business opportunity, or failure to realize anticipated savings or benefits) arising in any way in relation to the Services.

6.3 The amount of our liability (if any) shall be limited to that proportion of the total damages, after taking into account the responsibility of all who contribute to your loss.

6.4 Where we agree in writing to accept liability to more than one party, the limit on our liability in Clause 6.1 will be shared between them, and it is up to those parties how they share it.

6.5 We accept no liability to anyone, other than you, in connection with the Services, unless otherwise agreed by us in writing. You agree to reimburse us, other Ascentium Group entities, directors, employees, and subcontractors for any liability (including legal costs) that any such party incurs in connection with any claim by anyone else in relation to the Services. Your obligation to reimburse will not apply to the extent such claim or action is finally determined to have resulted from fraud or wilful misconduct by us, other Ascentium Group entities, directors, employees, or subcontractors.

7 Subcontractors (including other Ascentium Group entities)

7.1 We may use other Ascentium Group entities or subcontractors to provide the Services. We remain solely responsible for the Services.

7.2 You agree not to bring any claim (including negligence) against other Ascentium Group entities in connection with the Services. Any Ascentium Group entity who deals with you in connection with the Services does so solely on our behalf.

7.3 Clause 7.2 is for the benefit of other Ascentium Group entities. You agree that each of the other Ascentium Group entities may rely on Clause 7.2 as if they were a party to this Agreement. Each other Ascentium Group entity that assists in providing the Services relies on the protection in Clause 7.2 and we accept its benefit on their behalf.

8 Ascentium Individuals

8.1 You agree not to bring any claim (including negligence) against any of our employees or employees of other Ascentium Group entities ("Ascentium Individuals") personally in connection with the Services. This clause is for the benefit

of Ascentium Individuals. Each Ascentium Individual involved in providing the Services relies on the protection in this Clause 8 and we accept its benefit on their behalf.

9 Fees and Payments

9.1 Fees for the Services will be charged on the basis as set out in the relevant Statement of Work.

9.2 In the event that the actual time spent on the Services is substantially more than agreed in the relevant Statement of Work, we will mutually agree with you a revised fee.

9.3 Unless otherwise stated in the relevant Statement of Work, all fees are exclusive of expenses and we will charge you expenses such as government fees, travel, subsistence, communication and document handling costs (photocopying, printing, fax and courier, etc.).

9.4 Unless otherwise stated in the relevant Statement of Work, fees for the Services are net of any taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services.

9.5 All invoices will be due for payment upon presentation of the invoice. If you fail to satisfy (in whole or in part) any undisputed invoice(s) as they fall due, we have the right to suspend or terminate the supply of the Services and/or this Agreement until the outstanding amounts are satisfied, without any liability to you in respect of such suspension or termination. We may also apply a service charge of 1% per month to all amounts not paid to us when due from its due date to the date of actual payment.

9.6 During the term of this Agreement, we may adjust the fees for each Service annually ("**Annual Adjustment**"). Any such Annual Adjustment will be communicated to you in writing.

10 Term and Termination

10.1 This Agreement will commence on the earlier of (i) the date of this Agreement; or (ii) when we begin to provide the Services.

10.2 This Agreement or any Statement of Work may be terminated or suspended by either party by sixty (60) days' prior written notice to the other party. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations. If this Agreement or any Statement of Work is terminated for any reason by any party, we shall not be required to refund all or any part of the annual or any other fees paid under this Agreement or any Statement of Work.

10.3 You agree to pay us prior to the termination of this Agreement (i) all invoices for annual Services issued prior to termination or suspension; (ii) all Services we performed prior to the termination or suspension; and (iii) a fee based on time

spent for the transfer of files and documentations to such party or such third party service provider as directed by you or such other services we provided as a result of the termination.

10.4 Our respective confidentiality obligations under this Agreement shall continue following the termination of this Agreement. The other provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind the parties.

11 General

11.1 The parties may from time to time communicate with each other electronically. However, electronic transmission of information cannot be guaranteed to be secure or error free and such information could arrive late or incomplete, be intercepted, corrupted, lost, destroyed or otherwise be adversely affected or unsafe to use. Accordingly, each party accepts the limitations of electronic communication and will use reasonable procedures to check for the then most commonly known viruses before sending information electronically.

11.2 Each of us may execute this Agreement and any Statement of Work hereunder (including any modifications to this Agreement or any Statement of Work) by electronic means.

11.3 This Agreement constitutes the entire agreement between us as to the Services. It replaces and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

11.4 Each of us may sign a different copy of the same document. All counterparts, whether original or electronic, taken together will constitute one and the same agreement, binding on all parties. Signing counterparts has the same effect as if the parties had signed a single copy of the document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.

11.5 Neither of us may assign any of our rights, obligations or claims under this Agreement.

11.6 Neither of us may use or reference the other's name, logos or trademarks without the other party's written consent, provided that we may use your name publicly to identify you as a client in connection with specific Services or otherwise.

11.7 If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

11.8 No party will be liable to another if it fails to meet its obligations due to matters beyond its reasonable control.

11.9 Except as set out in Clauses 7.2, 7.3, and 8, the Contracts (Rights of Third Parties) Act 2001 shall not apply to this Agreement. Any rights conferred on third parties by this Agreement exclude the right to assign, and their consent is not required to rescind or vary this Agreement.

12 Governing Law and Dispute Resolution

12.1 This Agreement, and any non-contractual matters or obligations arising out of this Agreement, or the Services shall be governed by, and construed in accordance with, the laws of Singapore.

12.2 Each party irrevocably agrees that the Singapore courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.