**SOFTWARE AS A SERVICE AGREEMENT FOR EZYPROCURE**

**THIS "SOFTWARE AS A SERVICE" AGREEMENT** (the "**Agreement**") is between **SINGAPORE E-BUSINESS PTE LTD** (UEN No. 201409838G), a Singapore Company limited by shares and having its registered address in Singapore ("**Provider**") and the organisation agreeing and accepting to these terms (**"Customer"**). This Agreement governs access to and use of Provider software platform known as "EzyProcure" that is owned and operated by the Provider ("**Software**") and services (collectively known as the **"Services"**).

1. **Services**.
a. **Provision of Services**. Customer and users of Customer's Services account ("**End Users**") may access and use the Services in accordance with this Agreement. Customer shall be defined as a purchaser or supplier or both a purchaser and supplier on the Provider's Software. End Users shall refer to users of the Customers who are employees of the Customer and who are Authorised Users of the Services. The Provider will issue to the Customer's Authorised Users User IDs and Passwords.

b. **Facilities and Data Processing**. Provider will use, at a minimum, industry standard technical and security measures to transfer, store, and process Customer Data. These measures are designed to protect the integrity of Customer Data and guard against the unauthorised or unlawful access to, use, and processing of Customer Data. Customer agrees that Provider may transfer, store, and process Customer Data in locations other than Customer's country. "**Customer Data**" means Stored Data and Account Data. "**Stored Data**" means the files and structured data submitted to the Services by Customer or End Users. "**Account Data**" means the account and contact information submitted to the Services by Customer or End Users.

c. **Modifications to the Services**. Provider may update the Services from time to time. If Provider changes the Services in a manner that materially reduces their functionality, Provider will inform Customer via the email address associated with the account.

d. **Usage of Upgraded Modules.** End Users are entitled to the usage of all upgraded modules implemented at Provider's discretion at no additional charges. Provider will inform End Users should there be an exception to the clause.

e. **Usage of EzyProcure Cross Border Module.** End Users are entitled to the usage of EzyProcure's cross border module to buy and/or sell overseas, implemented at Provider's discretion at no additional charges. Provider will inform End Users should there be an exception to the clause.

2. **Customer Obligations**.
a. **Compliance**. Customer is responsible for use of the Services by its End Users. Customer and its End Users must use the Services in compliance with the Provider's Privacy Policy. Customer will obtain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Provider to provide the Services.

Customer will comply with laws and regulations applicable to Customer's use of the Services, if any.

b. **Customer Administration of the Services**. Customer may specify End Users as "**Administrators**" through the administrative console. Administrators may have the ability to access, disclose, restrict or remove Customer Data in or from Services accounts. Administrators may also have the ability to monitor, restrict, or terminate access to Services accounts. Provider's responsibilities do not extend to the internal management or administration of the Services. Customer is responsible for:
i. maintaining the confidentiality of passwords and Administrator accounts;

ii. managing access to Administrator accounts; and

iii. ensuring that Administrators' use of the Services complies with this Agreement.

c. **Unauthorised Use & Access**. Customer will prevent unauthorised use of the Services by its End Users and terminate any unauthorised use of or access to the Services.

d. **Restricted Uses**. Customer will not (i) sell, resell, or lease the Services; (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury; or (iii) reverse engineer the Services, nor attempt nor assist anyone else to do so, unless this restriction is prohibited by law.

e. **Third Party Requests**.
i. "**Third Party Request**" means a request from a third party for records relating to an End User's use of the Services including information in or from an End User or Customer's Services account. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

ii. Customer is responsible for responding to Third Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third Party Requests and will contact the Provider only if it cannot obtain such information despite diligent efforts.

iii. Provider will make commercially reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Provider's receipt of a Third Party Request; (B) comply with Customer's commercially reasonable requests regarding its efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Provider may, but will not be obligated to do so.

3. **Third-Party Services**. If Customer uses any third-party service (e.g., a service that uses a Provider API) with the Services, (a) Provider will not be responsible for any act or omission of the third party, including the third party's access to or use of Customer Data and (b) Provider does not warrant or support any service provided by the third party.

4. **Suspension**
a. **End User Accounts by Provider**. If an End User (i) violates this Agreement or (ii) uses the Services in a manner that Provider reasonably believes will cause it liability, then Provider may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, then Provider may do so.

b. **Security Emergencies Or Threats**. Notwithstanding anything in this Agreement, if there is a Security Emergency then Provider may automatically suspend use of the Services. Provider will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "**Security Emergency**" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third-party access to the Services.

5. **Intellectual Property Rights And Ownership**.
a. **Reservation of Rights**. Except as expressly set forth herein, this Agreement does not grant (i) Provider any Intellectual Property Rights in Customer Data or (ii) Customer any Intellectual Property Rights in the Services or Provider trademarks and brand features. "**Intellectual Property Rights**" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights. All patents, copyrights, software, trade secrets, trademarks, trade names, logos, technology, know-how, or other Intellectual Property Rights developed or created by the Provider shall at all times be the sole exclusive property of and shall fully vest in the Provider.

b. **Limited Permission**. Customer grants Provider only the limited rights that are reasonably necessary for Provider to offer the Services (e.g., hosting Stored Data). This permission also extends to trusted third parties Provider works with to offer the Services (e.g., payment provider used to process payment of fees).

c. **Suggestions**. Provider may for any purpose, use, modify, and incorporate into its products and services, license and sublicense, any feedback, comments, or suggestions Customer or End Users send Provider or post in Provider's forums without any obligation to Customer.

d. **Customer List**. Provider may include Customer's name in a list of Provider customers on the Provider website or in promotional materials.

6. **Fees & Payment**.

a. **Fees**. Customer will pay, and authorizes Provider to charge and deduct utilizing Provider's EZY Payment eGIRO Service, for all applicable fees, including yearly renewal fee, as stated in **Annex B - Fee Schedule**. The fees are exclusive of all taxes including withholding taxes, where applicable. When applicable, invoices will be sent when the application Productivity Solutions Grant is approved. Customer agrees that Provider will debit from Customer's designated bank account any applicable fee due to the Provider within 14 days from the date of the invoice or when training is completed, whichever is earlier. Customer agrees to provide the Provider with all necessary bank account routing and related information and grant Provider permission to debit amounts due from Customer's bank account. Provider reserves the right to charge interest on outstanding fees at the rate of ten (10) percent per annum for outstanding fees. Fees are non-refundable except as required by law. Customer is responsible for providing complete and accurate billing and contact information to the Provider. Provider may suspend or terminate the Services if fees are past due.

Any enquiries on billing (including incorrect billing) should be directed to our customer support department.

Provider may revise Fees from time to time by providing Customer at least 30 days' notice in writing. In the event the Agreement is terminated by either party pursuant to Clause 7(a) below, all fees paid by the Customer are non-refundable including the yearly fees or such fees charged for Services.

b. **Auto Renewals**. The Customer's account is an auto renewal account and Provider will automatically charge for the renewal, unless Customer notifies Provider that Customer wants to cancel or disable auto renewal.

c. **Taxes**. Customer is responsible for all taxes. In the event that there are statutory obligations to which the Customer must comply in connection with taxes including withholding taxes, if any, then the Customer shall be solely liable for these taxes, where applicable.

d. **Purchase Orders**. If Customer requires the use of a purchase order or purchase order number, Customer
i. must provide the purchase order number at the time of purchase and

ii. agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are null and void.

7. **Term & Termination**.

a. **Term**. This Agreement will remain in effect until Customer's subscription to the Services expires or until the Agreement is terminated by the Provider. Without prejudice to Clause 7(b) below,

i. If the Customer is a supplier ("Customer (Supplier)") on Provider's Platform, the Customer (Supplier) may only terminate this Agreement during the said term, provided the Customer (Supplier) has sought the consent of the Customer (Buyer(s)) in writing. Upon the Customer (Buyers') approval in writing, Customer (Supplier) shall give the Provider 30 days' notice in writing to effect termination.

ii. If the Customer is a buyer ("Customer (Buyer)") on Provider's Platform, the Customer (Buyer) shall only be able to terminate this Agreement during the said term, in the event that the number of Suppliers during the term has reduced and/or fallen to twenty percent (20%) of the original number of Suppliers in the Provider's Platform ("Trigger Event"). In a Trigger Event, the Customer (Buyer) shall notify the Provider in writing and the Provider shall have sixty (60) days to investigate and rectify the number of Customer (Suppliers). The Customer (Buyer) shall render its fullest assistance and cooperation to the Provider during the said period. If the Provider is unable to rectify the number of Customer (Suppliers) within sixty (60) days, the Customer Buyer shall give the Provider 30 days' notice in writing to effect termination.

iii. If the Customer is both a Customer (Buyer) and (Supplier), the conditions of termination as a Customer (Buyer) set out in Clause 7(a)(ii) shall apply.

b. **Termination for Breach**. Either Provider or Customer may terminate this Agreement if:

i. the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or

ii. the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

c. **Effects of Termination**. If this Agreement terminates:

i. the rights granted by Provider to Customer will cease immediately (except as set forth in this section);

ii. provider may provide Customer access to its account at then-current fees so that Customer may export its Stored Data; and

iii. after a commercially reasonable period of time, the Provider may delete any Stored Data relating to the Customer's account. The following sections will survive expiration or termination of this Agreement: 2(e) (Third Party Requests), 5 (Intellectual Property Rights), 6 (Fees & Payment), 7(c) (Effects of Termination), 8 (Indemnification), 9 (Disclaimers), 10 (Limitation of Liability), 11 (Disputes), and 12 (Miscellaneous).

8. **Indemnification**.
a. **By Customer**. Customer will indemnify, defend, and hold harmless Provider from and against all liabilities, damages, and costs (including settlement costs and all legal fees on an indemnity basis) arising out of any claim by a third party against Provider and its affiliates, subsidiaries or its associations regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.

b. **By Provider**. Provider will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of any claim by a third party against Customer to the extent based on an allegation that Provider's technology used to provide the Services to the Customer infringes or misappropriate any copyright, trade secret, patent, or trademark right of the third party. In no event will Provider have any obligations or liability under this section arising from:

i. use of any Services in a modified form or in combination with materials not furnished by Provider and
ii. any content, information, or data provided by Customer, End Users, or other third parties.

c. **General**. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defence, except that:

i. any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and
ii. the other party may join in the defence with its own counsel at its own expense. The indemnities above are provider's and customer's only remedy under this agreement for violation by the other party of a third party's intellectual property rights.

9. **Disclaimers**. The services are provided "as is." to the fullest extent permitted by law, except as expressly stated in this agreement, neither customer nor provider and its affiliates, suppliers and distributors make any warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, or non-infringement. Customer is responsible for maintaining and backing up any stored data.

10. **Limitation of Liability**.
a. **Limitation on Indirect Liability**. To the fullest extent permitted by law, except for provider or customer's indemnification obligations, neither customer nor provider and its affiliates, suppliers, and distributors will be liable under this agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenues, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

b. **Limitation on Amount of Liability**. To the fullest extent permitted by law, provider's aggregate liability under this agreement will not exceed the lesser of $1,000 or the amount paid by customer to provider hereunder during the twelve months prior to the event giving rise to liability.

11. **Disputes**.
a. **Informal Resolution**. Provider desires to address your concerns without resorting to a formal legal case. Before filing a claim, each party agrees to try to resolve the dispute by contacting the other party through the notice procedures in section 12(e). If a dispute is not resolved within 30 days of notice, Customer or Provider may bring a formal proceeding.

b. **Agreement to Arbitrate**. Customer and Provider agree to resolve any claims relating to this Agreement or the Services through final and binding arbitration, except as set forth below. Any dispute, subject to considering other alternative dispute resolution schemes available to parties, arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration 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 parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be in English. Parties may, by agreement, resolve their disputes by referring their disputes to alternative dispute resolutions avenues and schemes available to parties.

c. **Exception to Agreement to Arbitrate**. Either party may bring a lawsuit in the Courts of the Republic Of Singapore, solely for injunctive relief to stop unauthorised use or abuse of the Services or infringement of Intellectual Property Rights without first engaging in the informal dispute notice process described above. Both Customer and Provider consent to venue and personal jurisdiction there.

12. **Miscellaneous**.
a. **Terms Modification**. Provider may revise this Agreement from time to time and the most current version will always be posted on the Provider website. If a revision, in Provider's sole discretion, is material, Provider will notify Customer (by, for example, sending an email to the email address associated with the applicable account). Other revisions may be posted to Provider's blog or terms page, and Customer is responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, Customer agrees to be bound by the revised Agreement. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

b. **Entire Agreement**. This Agreement, including Customer's invoice and order form, constitutes the entire agreement between Customer and Provider with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will be controlled in the following order: the invoice, the order form, the Agreement.

c. **Governing Law**. The agreement will be governed by law of the Republic of Singapore.

d. **Severability**. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

e. **Notice**. Notices must be sent via AR Registered and/or Certificate of Posting and are deemed given when posted to the registered address of the Customer or to its address provided in the Application Form or last known address available to Provider. Notices to Customer may also be sent to the applicable account email address and are deemed given when sent. Notices to Provider must be sent to Provider, to its registered address and addressed to the Managing Director.

f. **Waiver**. A waiver of any default is not a waiver of any subsequent default.

g. **Assignment**. Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of the Provider. Provider may not assign this Agreement without providing notice to Customer, except Provider may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

h. **No Agency**. Provider and Customer are not legal partners or agents, but are independent contractors.

i. **Force Majeure**. Except for payment obligations, neither Provider nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance).

j. **No Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement. Without limiting this section, a Customer's End Users are not third-party beneficiaries to Customer's rights under this Agreement.

k. **Export Restrictions**. The export and re-export of Customer Data via the Services may be controlled by applicable export restrictions or embargo

**ANNEX A**

**PRIVACY POLICY**

**1.**      This is the Privacy Policy ("**Policy**") of Singapore E-Business Pte Ltd ("SGeBIZ"). You have been directed to this Policy because SGeBIZ is collecting, using or disclosing your personal data. In this Policy, when we use "we", "us" or "our", we refer to SGeBIZ which is collecting your personal data, or which is operating www.sgebiz.com ("the Website") or any associated SGeBIZ application such as https://v2.ezyprocure.com/ ("the Application") which you are accessing or using. This policy (together with any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

**2.**      By providing us with your personal data or by accessing, using or viewing the applicable Website, Application or any of its services, functions or contents (including transmitting, caching or storing of any such personal data), you shall be deemed to have agreed to each and all the terms, conditions, and notices in this Policy.  If you do not agree, please cease use of the relevant Website(s), Application(s) and/or service(s) and DO NOT provide any personal data to us. Questions regarding this statement should be directed to SGeBIZ by sending an email to us at the email account as supported by the various services. This privacy policy contains a number of references to other information pages on our site and other websites. SGeBIZ recommends that as you read this privacy policy, you would likely click on such links to obtain further important details about the privacy policy, as they may contain further terms and conditions which apply to you as a User, Buyer or Supplier.

**3.      What Personal Data is Collected**

3.1.     When you use our Website, Application or any services we provide, in order to provide a better service to you, we may collect and process the following data about you:

a)      **Data Collected Directly From You.** This may be done through our Website, Application, over the phone, by email, or in person. The data collected may include, but is not limited to:

i. Information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services, your contact information, including your (first and last) name, (billing and/or delivery) address, birthdate and email address and, optionally, your telephone number. We need your e-mail address and (optionally) telephone number so that we may contact you if we have questions or information for you regarding your order or the service that we are providing or will provide to you;

ii. If you contact us, we may keep a record of that correspondence;

iii. Information required to be able to process your order or to provide you with the service, such as information concerning the products you have ordered or the service we are providing to you, the billing and/or delivery address, banking and/or credit card details;

iv. We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them;

v. Details of transactions you carry out through our Website or Application and of the fulfilment of your orders;

vi. Details of your visits to our Website or Applications and the resources that you access;

vii. If you have created an online profile or account through our registration process, the preferences and interests stored in such profile or account.

b)      **Data Collected By Automated Means.** Various technologies may be used on our Website and our mobile and web-based applications in order to make them more user-friendly, effective and secure. Such technologies may lead to data being collected automatically by us or by third parties on behalf of us. This data does not generally, but may, contain a User's personal data. Examples of such technologies include:

i. **Click-Stream Data.** A visit to one of our websites results in data that is transmitted from your browser to our server being automatically collected and stored by us or by third parties on behalf of us. This data can include, in particular, the following:

a. the visitor's IP address;
b. the date and time of the visit;
c. the referral URL (the site from which the visitor has come);
d. the pages visited on our website;
e. information about the browser used (browser type and version, operating system, etc).

ii. **Cookies.** A number of places on our website and our mobile and web-based applications make use of cookies. These are essentially small text files that are stored on your computer's hard drive or your user device by your web browser. We can use cookies to identify the owner of a user account and to store articles in a shopping basket during the purchasing process. In other words, cookies help to make our website or our (mobile and web-based) applications more user-friendly, more effective and more secure. It is also possible to manually delete cookies after their use via the web browser. More information may be available from your web browser provider.

iii. **Flash Cookies.** A particular form of cookie is the flash cookie. In contrast to normal cookies, these cookies are not created and saved by the web browser but are governed by the Adobe Flash plug-in. These can contain more information than normal cookies and cannot be deleted or disabled via the browser; this is only possible if you follow instructions available from the Adobe Flash Player website. You can also obtain more information about these cookies on that website.

c) **Website Or Application Beacons And Tracking Links.** Web beacons (also known as pixel tags and clear GIFs) involve graphics that are not apparent to the user. Tracking links and/or similar technologies consist of a few lines of programming code and can be embedded in our website or our (mobile) applications. In conjunction with cookies, these are primarily used for statistical analysis purposes. This technology can also be used for tracking traffic patterns on websites, as well as finding out if an e-mail has been received and opened and to see if there has been any response.

i. **Website Or Application Analytics.** Web analytics is the term given to a method for collecting and assessing the behaviour of visitors to websites and (mobile) applications. This includes the analysis of traffic patterns in order, for example, to determine the frequency of visits to certain parts of a website or (mobile) application, or to find out what information and services our visitors are most interested in. For these purposes, we primarily make use of click-stream data and the other techniques listed above. Web analytics are carried out by Google Analytics and/or other selected parties. You can find out more information about the processing of web analytics data by Google Analytics in paragraph 9 below.

3.2. We only retain personal data for so long as it is necessary. Data may be archived as long as the purpose for which the data was used still exists.

**4. Uses Made Of The Information**

4.1. The purposes for which information may be used by us to serve you in and outside Singapore include:

a) Providing you with the products and services that you have requested;

b) Contacting you for feedback after a sale of a product or service;

c) Resolving any problems or disputes you may encounter in relation to our products and services;

d) Ensuring that content from our site is presented in the most effective manner for you and for your computer;

e) Providing you with alerts, newsletter, education materials or information that you requested or signed up to;

f) Allowing you to participate in interactive features of our service, when you choose to do so;

g) Designing and conducting surveys/questionnaires for client profiling/segmentation, statistical analysis, improving and furthering the provision our products and services;

h) Complying with laws and regulations applicable to us or any of our affiliates in or outside Singapore;

i) Legal proceedings, including collecting overdue amounts to SGeBIZ and seeking professional advices;

j) Accounting, risk management, compliance and record keeping purposes;

k) Researching, planning, statistical analysis and developing new products and services or improving existing products and services of SGeBIZ including seminars/events/forums;

l) Staff training;

m) Promoting and marketing services and products subject to your exercise of the opt-out right (please see further details in paragraph 4.2 and 4.3 below); or

n) Purposes directly related or incidental to the above.

4.2. We may also use your data for purposes connected or relevant to the business in direct marketing and we require your consent (which includes an indication of no objection) for that purpose for example:

a) Your name, contact details (including address, contact number, email address), products and services information, transaction pattern and behaviour, background and demographic data held by us from time to time may be used by us in direct marketing;

b) The following classes of services, products and subjects may be marketed in direct marketing:

i. Services and products related to our site and/or our affiliates (including marketing affiliates programs we are a part of);

ii. Reward, loyalty or privileges programmes, promotional offers and related services; and

iii. Invitations to events such as seminars/webinars/tele-seminars, conferences, live programs or events.

4.3. We may conduct direct marketing via fax, email, direct mail, telephone and other means of communication or send e-newsletters to you. You may choose not to receive promotional materials, by simply telling us (see below for contact details), and we will cease to do so, without charge.

4.4. Your personal data may also be anonymised for use by SGeBIZ for other purposes.

4.5. If you have contacted us with any complaints, feedback, comments, suggestions, we will use and disclose your personal data (including your contact history) to respond to you and provide you with the best service possible. If you are the complainant and you do not want us to disclose your identity to the party you are complaining about, you must let us know immediately. However, it may not always be possible to handle your complaint on the basis of anonymity.

4.6. If we need to use your personal data for any other purposes, we will notify you and obtain your consent beforehand. You will be given the opportunity to withhold or withdraw your consent for the use of your personal data for these other purposes.

## 5. Uses Made Of The Information

5.1.    Your data may be disclosed and shared within SGeBIZ to allow us to provide the products and services which you have requested.

5.2.    We will not sell your data to third parties.

5.3.    We will only disclose your data to third parties where you have provided us consent, and in the situations expressly set out in this Policy. If you have consented to receiving marketing information from us, our strategic partners and business associates, we will be disclosing your personal data to them.

5.4.    We will keep the data we hold confidential but may provide information to:

a)    Personnel, agents, advisers, lawyers, accountants, auditors, contractors, financial institutions, and service providers in connection with our operations or services;

b)    Our overseas offices, affiliates, business partners and counterparts (if any). When transferring your personal data outside of Singapore we will protect your personal data to a standard comparable to the protection accorded to your personal data under the Singapore Personal Data Protection Act 2012 by ensuring that the recipient is either in a jurisdiction which has comparable data protection laws, or is contractually bound to protect your personal data;

c)    Persons under a duty of confidentiality to us;

d)    Persons to whom we are required to make disclosure under applicable laws and regulations in or outside Singapore; or

e)    Actual or proposed transferees or participants of our services in or outside Singapore.

5.5.    We will also disclose your personal data to third parties in order to comply with legal obligations or industry requirements. This includes disclosures to legal, regulatory, governmental, tax and law enforcement authorities.

## 6. Third Parties

6.1.    This Policy only applies to our Website, Application and information that we collect from you. Our websites or applications may contain links to other websites which are not owned or maintained by us. When visiting these third party websites or disclosing your personal data to third parties (including buyers or sellers on our website), you should read their privacy policies, or ask relevant questions before you disclose your personal data. We are not responsible for the collection, use or disclosure of your personal data by such third parties. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control.

## 7. Social Networks

7.1.    Our website and mobile or web-based applications may provide you with social plug-ins from various social networks (such as Facebook, LinkedIn and Twitter). If you choose to interact with a social network, your activity on our website or via our mobile or web-based applications will also be made available to social networks such as Facebook and Twitter.

7.2.    If you are logged in on one of the social networks during the visit of one of our websites or mobile or web-based applications, the social network might add this information to your profile. If you are interacting with one of the social plug-ins, this information will be transferred to the social network. In case you do not wish such a data transfer, please log off on your social network before you enter one of our websites or mobile or web-based applications.

7.3.    We cannot influence this data collection and data transfer via the social plug-ins. Please read the privacy policies of those social networks for detailed information about the collection and transfer of personal data, what rights you have and how you can achieve satisfactory privacy settings.

**8.      Geo-location Services**

8.1.      Our website and mobile or web-based applications may offer location-enabled services, such as Google Maps and Bing Maps. If you use those mobile or web-based applications, they may receive information about your actual location (such as GPS signals sent by a mobile device) or information that can be used to approximate a location. You are always asked if the geo-location service can be activated and you can also object to this geo-location service within the respective mobile or web-based application.

**9.      Web Analytics By Google Analytics**

9.1.      Our website and mobile or web-based applications may contain web analytic services provided by Google Analytics. This means that when you visit our website or use any mobile or web-based applications, a cookie will be stored on your computer or mobile device, except when your browser settings do not allow for such cookies.

9.2.      This further means that when you visit our website or use any mobile or web-based applications, the personal data described above in paragraph 3 – including the "click-stream data", the data from "web beacons and tracking links" and information stored in Google Analytics' cookies – will be sent to Google Analytics for analysis for and on behalf of us. Please note that if you have created an online profile at our website or mobile or web-based application and if you are logged on in this profile, a unique number identifying this profile will also be sent to Google Analytics in order to be able to match the web analytics data to this profile.

9.3.      Google Analytics acts as our agent, which means that we solely determine the purposes for which the data is being used. You can find out more about the relationships between Google Analytics and us in the Google Analytics' privacy policy.

9.4.      If you do not wish information about your behaviour at our website or any mobile or web-based applications being collected and assessed by Google Analytics, you can install the Google Analytics opt-out browser add-on. This add-on instructs the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) to not send your site visit information to Google Analytics. The browser add-on is available for most modern browsers. The Google Analytics opt-out browser add-on does not prevent information from being sent to the website itself or in other ways to web analytics services.

**10.      Retargeting Technologies**

10.1.      Our Website and mobile or Web-based Applications may use retargeting technologies within the internet. This enables us to show our visitors, who are already interested in our shop and our products, advertisements from us on partner websites.

10.2.      We also work with other companies who use tracking technologies to serve advertisements on our behalf across the Internet. These companies may collect non-personally identifiable information about your visits to our websites or mobile or web-based applications and your interaction with our communications, including advertising.

10.3.      Retargeting technologies analyse your cookies and display advertisements based on your past surfing behaviour.

10.4.      We do not store any personal data about you with this technology.

**11.    Security**

11.1.    We endeavour to take precautions to ensure that the information you have provided is protected against unauthorised or unintended use, access or disclosure. However, we cannot be held responsible for unauthorised or unintended use, access or disclosure that is beyond our control.

11.2.    All information you provide to us is stored on our secure servers. We have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

11.3.    Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk and you agree not to hold us responsible for any breach of security while accessing the internet that is out of our control. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

**12.    Disclaimer**

12.1.    To the maximum extent permitted by law, we shall not be liable in any event for any special, exemplary, punitive, indirect, incidental or consequential damages of any kind or for any loss of reputation or goodwill, whether based in contract, tort (including negligence), equity, strict liability, statute or otherwise, suffered as a result of unauthorised or unintended use, access or disclosure of your personal data.

**13.    Changes To This Policy**

13.1.    We may amend or modify this Policy from time to time. The amended Policy will be available on our Website.

## 14.    Your Rights

14.1.    By using our service, application or visiting our website, you consent to the collection and use of your information and other activities as outlined in this policy.

14.2.    If you have any questions about the processing of your personal data or about our Policy, if you do not accept the amended Policy, if you wish to withdraw any consent you have given us at any time, or if you wish to update or have access to your personal data, you are welcome to contact us. The contact details are:

| | |
|---|---|
| Attention to | : Singapore E-Business Pte Ltd – Compliance Officer |
| Email | : info@sgebiz.com |
| Telephone number | : +65 6200 8021 |
| Mail | : Royal One Phillip, 1 Phillip Street, #14-00, Singapore 048692 |

14.3.    All requests for correction or for access to your data must be in writing. We will endeavour to respond to your request within 30 days, and if that is not possible, we will inform you of the time by which we will respond to you.

14.4.    We may be prevented by law from complying with any request that you may make. We may also decline any request that you may make if the law permits us to do so.

14.5.    In many circumstances, we need to use your data in order for us to provide you with products or services which you require or have requested. If you do not provide us with the required data, or if you do not accept the amended Policy or withdraw your consent to our use and/or disclosure of your personal data for these purposes, it may not be possible for us to continue to serve you or provide you with the products and services that you require or have requested.

14.6.    We may charge you a fee for responding to your request for access to the personal data which we hold about you, or for information about the ways in which we have (or may have) used your personal data. If a fee is to be charged, we will inform you of the amount beforehand and respond to your request after payment is received.

## 15.    Complaints

15.1.    You may send complaints regarding our handling of personal data in the following ways:

a)    **In Writing Or By Email.** Such complaints must be addressed to SGeBIZ Compliance Officer at:
a.    Email: info@sgebiz.com.
b.    Address  : Royal One Phillip, 1 Phillip Street, #14-00, Singapore 048692.

Please provide the name, contact number and address of the person submitting the feedback, provide the relevant details required such as the relevant time period, our employees or who involved, or copies of relevant documents;

b)    **By Telephone.** Such complaints must be made to the SGeBIZ Compliance Officer at: +65 6200 8021.

15.2.    All complaints will be evaluated by us in a timely manner. After SGeBIZ has completed its evaluation, the Data Protection Officer (or a duly appointed representative) will respond to the person who submitted the complaint or feedback, with the results of the evaluation.

## 16.    Governing Law

16.1.    This Policy is governed by the laws of Singapore. You agree to submit to the exclusive jurisdiction of the Courts of Singapore in any dispute relating to this Policy.

**FEE SCHEDULE**

| S/N | Description of Service | No of Units | Amount per Unit | Subtotal |
|---|---|---|---|---|
| A | Set-up Fee* | | | |
| 1 | EzyProcure System*<br>- Includes 1 year system maintenance* | 1 | | $5,000 |
| | | | | |
| | | | | |
| | | | Sub-total | $_____ |
| | | | 7% GST | $_____ |
| | | | | |
| | | | **Total** | **$_____** |
| B | Recurring fee (Per Annum)** | | | |
| 2 | System Maintenance (2nd Year onwards) | | | |
| a. | Annual Transacting Volume less than S$25,000.00 | — | $0.00 | $0.00 |
| b. | Annual Transacting Volume more than S$25,000.00, see below options: | | | |
| | ☐   Option 1: every 6 Months | — | N/A | N/A |
| | ☐   Option 2: every 12 Months | — | $1,000.00 | $1,000.00 |
| | (Tick where appropriate) | | | |
| | | | | |
| C | Additional Services (Upon Request) | | | |
| 3 | Data Entry Works | $40/hr | | |
| 4 | Photography Works | To Be Negotiated Separately | | |
| 5 | Customisation / Integration works | To Be Negotiated Separately | | |
| 6a | Retraining – In Person | $150/hr | | |
| 6b | Retraining – via Video Call | $40/hr | | |

| * One-time Set-up Fee: | ** Annual Recurring Fee: |
|---|---|
| - Setup<br>- Training<br>- Server maintenance<br>- System updates<br>- Unlimited users per outlet<br>- Go-Live Support<br>- Customer Service Support | - Server maintenance<br>- System Updates<br>- Unlimited Users per outlet<br>- Customer Service Support |

**TERMS & CONDITIONS**

Fee Schedule

1.      **Set-up fee** is inclusive of solution configuration, and deployment of solution onsite.
2.      **System Maintenance** consists of troubleshooting, maintenance of servers and administration of provider-initiated module upgrades.
3.      **Additional Services** refers to works that are requested outside of implementation scope, which requires customisation and/or integration works.
4.      **Set up fees** and **recurring fees** are to be paid by the Customer within 14 days of the date of the invoice.
5.      All fees are subject to change at any time by SGeBIZ.

Payment Method

1.      **All applicable fees, including set up and renewal fees** will be deducted and collected utilizing Provider's EzyPayment eGIRO Service.
2.      Customer agrees to provide the Provider with all necessary bank account routing and related information and grant Provider permission to debit amounts due from Customer's bank account.

**SUMMARY OF OUTLETS**

| S/N | UEN | Company | Brand (Outlet) | Outlet Location |
|-----|-----|---------|----------------|-----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

**Prepared by and Date: _____**