

GENERAL TERMS AND CONDITIONS

These **General Terms and Conditions** together with the provisions under the order form(s) (“**Order Form**”) and applicable appendix(es) (collectively, “**Agreement**”) constitute the entire agreement in relation to the provision of the Platform and Services by the applicable InsureMO Contracting Entity defined in Appendix A below to clients (“**Client**”). The specific InsureMO Contracting Entity (“**Company**”) or Client shall be defined under an Order Form to be signed by Company and Client. Company and Client are referred to individually as a “**Party**” and collectively as the “**Parties**”.

Client agrees that upon signing the Order Form, or Use of the Platform or Deliverables, or upon taking receipt of the Services, the General Terms and Conditions shall take effect and be applicable and binding upon the Parties.

SECTION 1: DEFINITIONS

In this Agreement, unless otherwise specified explicitly in a particular Order Form or appendix, the following definitions will apply:

1.1 “**Affiliate**” means and includes any company in which either Company or Client, or their respective parent company or any subsidiary of such ultimate holding company in all cases owns and/or controls, directly or indirectly, more than fifty percent (50%) of the issued and outstanding share capital or of the voting rights associated therewith.

1.2 “**Confidential Information**” means any and all confidential information and is not limited to, intellectual property right, computer software systems and programs, data, operational techniques, methodology, ideas, concepts and documents, all information and/or data with regard to personnel, clients of either Party, its internal instructions and working procedures, either Party’s premises and infrastructures, designs, plans, diagrams and outlines, whether tangible or intangible, and whether or not stored, compiled, or memorized physically, electronically, graphically, in writing, or by any means now known or subsequently invented, provided or made

available or accessible by a Party to the other Party. For clarity, Confidential Information does not include the information which: (i) is or comes into the public domain, other than as a result of receiving Party's conduct or breach of this Agreement; (ii) is lawfully obtained from a Third Party being under no obligation of confidentiality to the disclosing Party; or (iii) is independently developed or obtained without breach of this Agreement.

1.3 "**Client Content**" means content that Client or any Client's End User transfers to Company for processing, storage or hosting by the Services in connection with Platform account and any computational results that Client or any Client's End User derived from the foregoing through their Use of the Services.

1.4 "**Documentation**" means the operating manuals, user instructions, guidelines, release notes, and other related materials for aiding the Use of the Platform and/or Deliverable, including any part or copy of them, to be made available from time to time during this Agreement by Company.

1.5 "**Error**" means any verifiable and reproducible failure or inability of the Platform and/or Deliverable to perform any material functions set forth in the Documentation when the Platform and/or Deliverable is Used. The term "Error" shall not include any failure or inability of the Platform and/or Deliverable that (i) results from the misuse or improper Use of the Platform and/or Deliverable; (ii) does not materially affect the operation and Use of the Platform and/or Deliverable; (iii) results from any modification made to the Platform and/or Deliverable, other than by Company or under Company's consent in writing; or (iv) results from any modification in Client's or Third Party's software or application connected to the Platform and/or Deliverable not authorized by Company.

1.6 "**End User**" means any individual or entity introduced and permitted by the Client to, directly or indirectly through another user (i) accesses or uses Client Content, or (ii) otherwise accesses or uses the Services under Client account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any content under their own account, rather than under Client's account.

1.7 "**Fees**" means the fee as specified under this Agreement or Order Form to be charged by Company for the Services or Platform.

1.8 "**Force Majeure**" means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations under this Agreement, including without limitation war, revolution, terrorism, riot or civil commotion, blockage or embargo, acts of or restrictions imposed by government or public authority, explosion, fire, corrosion, flood, natural disaster, pandemic, or adverse weather conditions. Force Majeure does not include inability to pay.

1.9 "**Intellectual Property Rights**" or "**IPR**" means all vested, contingent, and future intellectual property rights, including but not limited to copyrights, design rights (whether registered or unregistered), trademarks, logos, patents (including utility models), service marks, trade names, know-how, trade secrets, rights of database design, rights in data, rights in inventions, rights in confidential information, domain names, rights in computer

software, and other proprietary information and all other intellectual and industrial property rights whatsoever under law or international convention, including any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or created in the future.

1.10 “**Order Form**” means a document which set forth the Services in relation to the Platform to be subscribed for Use by Client, which may include but not limited to Services to be rendered, scope of Services, Service period, Territory restrictions and/or limitations for the Use, and/or any deliverables (“**Deliverables**”) to be provided by Company, Company’s compensation, additional terms and conditions, if any, applicable to a particular engagement and such other details as the Parties deem appropriate. Order Form shall form an integral part of the Agreement.

1.11 “**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”) as defined under the applicable data protection laws.

1.12 “**Platform**” means Company’s standard InsureMO platform services as described in the Order Form.

1.13 “**Representatives**” means the employees of either Party involved on its behalf in the provision or Use of the Platform, Deliverables, Services, or otherwise in the performance of this Agreement.

1.14 “**Services**” means the Platform to be provided and/or any other services to be performed and specified by the Parties in an Order Form containing a detailed description of and fees for such Services.

1.15 “**Territory**” means the country or region specified in the Order Form in which the Platform, Deliverable and/or Services can be Used by Client.

1.16 “**Third Party**” means any legal entity or person other than a Party to this Agreement. Personnel or Representatives of Company and/or Client are not deemed Third Parties in the meaning of the above.

1.17 “**Use**” means to access and operate the Platform or Deliverables in accordance with the terms of this Agreement, Order Form and/or the Documentations.

1.18 “**Working Day**” means a bank working day; consequently, not to be considered working days are Saturday, Sunday and holidays (including bank holidays) in the country or region of Company.

Whenever any definition in an Order Form or appendix conflicts with the term and provision of this Agreement, the definition in the Order Form or appendix shall take precedence over the definition hereof but only for the purpose of that Order Form or appendix, while not otherwise amending, modifying, cancelling, or releasing the term and provision of this Agreement.

SECTION 2: PROVISION OF SERVICES

Company will provide the Services for Client to Use in the Territory during the period according to these General Terms and Conditions, the applicable Order Form and/or the appendix as entered into by the Parties.

SECTION 3: CLIENT'S OBLIGATIONS AND COOPERATION

3.1 Client shall assist Company in the performance of the Agreement and be solely responsible for providing to Company and its Representatives the requested conditions and any other support, at the requested time and at no cost to Company.

3.2 Client warrants that any business activities by itself and/or End User in connection with or arising from the Use of the Services are in compliance with all applicable legal and regulatory requirements and/or any agreements binding upon it. Client shall also be equipped with the administrative licenses, if required by the applicable laws and regulations, to conduct its business. Client shall be solely responsible for compliance with all laws applicable to it and/or its End User's Use of the Services and shall be solely responsible for compliance with all published policies, guidelines or industry codes of practice applicable to it.

3.3 Client warrants that it shall not and shall not allow any Third Party, without the prior written consent of Company, directly or indirectly, to:

- (a) use or operate the Platform or Deliverables out of scope of this Agreement;
- (b) copy or reproduce any part of the Documentation other than for the Use;
- (c) modify, convert, enhance, adapt, or reproduce the Platform or Deliverables or any part thereof;
- (d) alter, change, remove, or obscure any indications (including copyright notices, trademarks, or other proprietary rights notices) as to the ownership of the Platform, Deliverables and/or Documentation placed on or contained thereon;
- (e) make or assist any person to make any unauthorized use or access of Platform, Deliverables and/or Documentation; and
- (f) sell, resell, rent, market, transfer or sublicense the Platform, Deliverables, log-in credentials and private keys.

3.4 Client shall be deemed to have taken any action if Client permits, assists or facilitates its Representative or an End User to take related to this Agreement, Client Content, or Use of Services. The Client is responsible and shall be fully liable for its own Use or End Users' Use of Client Content and the Services, and for their

compliance with Client's obligations under this Agreement. If Client becomes aware of any violation of its obligations under this Agreement caused by an End User, Client shall immediately suspend access to Client Content and the Services by such End User. Company shall not be obligated to provide any support or Services directly to End Users unless there is a separate agreement with Client or End User obligating Company to provide such support or Services.

3.5 Client warrants that it shall and shall cause its Representatives and/or End User to:

- (a) keep confidential the Platform, Deliverables, and Documentation and limit access to those who have a need to know or are engaged in the Use of the same;
- (b) take all steps as necessary from time to time to protect the Confidential Information and IPR of Company or Third Parties in the Platform, Deliverables, and Documentation; and
- (c) ensure the Platform or Deliverables are Used in accordance with the Documentation and this Agreement.

3.6 Client shall and shall procure the End User to take suitable precautions in case the Deliverables or Platform should not function correctly, either wholly or in part, through methods, such as provisions of alternative procedures, Error diagnosis, regular checking of results, etc.

3.7 Client represents and warrants that it owns and/or has lawful right to possess and process the Client Contents, materials and data (including but not limited to Personal Data and transaction data) which runs on the Services or causes to interface with the Services or which is uploaded for the Services or posted or submitted or otherwise Used during availing of the Services by the Client and/or End User, and such Client Contents, materials and data do not and will not violate any terms of this Agreement, or any applicable laws, including but not limited to applicable data protection laws or infringe the legitimate rights or interests of any individual or any Third Party. Client further warrants that it has obtained and shall maintain the consent from the respective Data Subjects prior to the provision of Personal Data or there is other legitimate basis for the provision or processing of Personal Data for the Services under this Agreement. Client is solely responsible for the development, content, consent, operation, maintenance, and use of data and Client Content in relation to the Services. In the event Client breaches or Company has justified reasons to believe that Client is in breach of any provisions above, Company shall have the right to immediately delete any of the Personal Data, and/or Client Content, or to take other legitimate and appropriate actions and measures, and/or to suspend the provision of Platform or Services with a prior notice to the Client. Client represents and warrants to Company that it has done such reasonable due diligence of the Services prior to the Effective Date and takes sole responsibility for their suitability for its own intended purposes.

3.8 Client shall be solely responsible for the losses and damages incurred as a result of its breach of the representations, warranties and undertakings above or its failure to comply with any applicable laws, and shall indemnify Company for any and all the claims, damages, penalties, costs, expenses and otherwise, losses so caused to Company.

3.9 Client shall be responsible for proper access and Use of the Services and shall take appropriate and routine actions to secure, protect, archive and backup Client's accounts and Client Content and data in a manner that will provide appropriate security and protection, which might include use of encryption to protect Client Content and data from unauthorized access.

SECTION 4: ACCOUNT AND PASSWORD SECURITY

4.1 The Use of the Services by Client entails access to the Platform via account name and password. Client shall be responsible for keeping its account information and password in strict confidence (including but not limited to resetting the account password regularly) and shall remain responsible for any activities conducted in its account(s).

4.2 Client shall notify Company immediately if its account is used or accessed without authorization or if there is any other security breach. Client agrees that any unauthorized access or use of its account or password as a result of failure to keep confidential its account information shall be at the Client's own risk.

SECTION 5: TEMPORARY SUSPENSION

5.1 Company may suspend Client's right to access or Use any portion or all of the Services immediately upon notice to Client if it determines:

- (a) Use of the Services by Client and/or an End User: (i) poses a security risk to the Services or any Third Party; or (ii) could adversely impact Platform and/or the Services; or (iii) could subject Company, its Affiliates, or any Third Party to liability, or (iv) could be for illegal or fraudulent purposes;
- (b) Client is in breach of this Agreement;
- (c) Client is in breach of its payment obligations under Section 6; or
- (d) Client has ceased to operate in the ordinary course, filed for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors and in such circumstances.

5.2 If Company suspends Client's right to access or Use any portion or all of the Services for the above reasons, Client remains responsible for all Fees and charges it incurs during the period of suspension. Company shall be entitled to maintain the suspension until the Client and/or its End User is able to remedy its non-compliance (if the breach is remediable) and to demonstrate its future ability to comply with this Agreement to Company's reasonable satisfaction.

SECTION 6: PRICE AND PAYMENT

6.1 The Fees and expenses to be paid by the Client and the respective invoicing schedules are set forth in the Order Form.

6.2 Unless otherwise specified in an Order Form, Client shall pay the Fees within fifteen (15) days of the date of invoice. Any Fees not paid in full when due shall be subject to interest at the rate of one point five percent (1.5%) per month (or the highest rate permitted by law, if less) until the date of full payment.

6.3 Unless otherwise specified in an Order Form, Fees and other charges are exclusive of any federal, state or local taxes, including but not limited to sales, withholding, deed, service, goods and services tax, sales and services tax, value added taxes or similar taxes as per the applicable laws (“**Taxes**”) now or hereafter levied, bank charges, remittance fees, or otherwise, all of which shall be borne and paid by Client. If Company is required to pay Taxes, (i) Client shall reimburse Company for such amounts and any related costs, interest and penalties paid or payable by Company, or (ii) the amount paid or payable to Company shall be grossed-up to the extent to ensure that Company receives and retains, free of liability, a net amount equal to the amount should no tax deduction or withholding have been made. Client agrees to provide all support reasonably requested by Company, in obtaining applicable tax exemptions and to provide Company with such tax forms as reasonably requested by Company in order to reduce or eliminate the amount of any withholding or deduction for Taxes in respect of payments made under this Agreement.

6.4 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law, and the Client shall not be entitled to assert any credit, set-off or counterclaim against Company to justify withholding payment of any such amount in whole or in part.

SECTION 7: PROPRIETARY RIGHTS

7.1 All rights, title, and interest in the Services, Platform, Deliverables and Company’s Confidential Information, including their amendment, modification, and Error correction associated therewith, and all IPR in the foregoing, are and shall remain the exclusive property of Company. Company retains the right to independently develop any enhancements and updates to the Platform and Deliverables and own any IPR and other rights related therewith. No right or license is granted or implied under any of Company’s IPR beyond the rights granted in this Agreement.

7.2 Client shall not and shall not permit any Third Party (including any End User) to copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the Platform or Deliverables or create any derivative work associated therewith. Ownership and IPR of any unauthorized derivative works shall vest in Company. Company and Client agree to take all reasonable steps and the same protective precautions to protect the IPR as with its own IPR.

7.3 Subject to Section 7.1 above, all rights in and title to Client Content, materials, applications, product, formulas, modules, functionality and developments and all their enhancement, modification and error correction solely initiated and developed by Client, all IPR in the foregoing, shall remain the property of Client (“**Client IPR**”). Client hereby grants a non-exclusive, worldwide, royalty-free license for Company (and each of its direct and indirect sub-contractors) to host, use, store, process, copy, transmit, adapt and otherwise utilize the Client IPR to the extent necessary to provide and perform the Services and Deliverables under this Agreement.

7.4 To the extent Client provide any suggestions (“**Suggestions**”) to Company or its Affiliates, Client represents and warrants that: (a) Client or Client’s licensors own all right, title, and interest in and to such Suggestions; and (b) Client has all rights in the Suggestions necessary to grant the rights contemplated by this Agreement. Company and its Affiliates will be entitled to use the Suggestions without any restrictions. Client hereby irrevocably assigns to Company all right, title, and interest in and to the Suggestions and agrees to provide Company any assistance as reasonably required to document, perfect, and maintain its rights in the Suggestions.

SECTION 8: WARRANTY AND REMEDY

8.1 Warranty. Company warrants that it will provide the Deliverables and Services with reasonable care and skill and in accordance with professional standards.

8.2 **Express Disclaimer.** The warranty set forth above shall not apply and Company will not be responsible:

- (a) if the Services or Deliverables is not used according to the Documentation or this Agreement;
- (b) if any Error is caused by or attributable to the Client or the End User, Third Party products or database not provided by Company;
- (c) for Client’s or the End User’s failure to use or implement corrections, replacement or enhancements to the Platform or Deliverables made available by Company;
- (d) for Client’s or the End User’s distribution, marketing, or use of the Platform or Deliverables for the benefit of Third Party not specified in the Order Form;
- (e) for combination of the Platform or Deliverables with materials or application not supplied or approved by Company;
- (f) for use of any materials, applications, product, formulas, modules, functionality provided, developed, implemented or configured by Client or End User and/or combination, integration or configuration of the foregoing with the Platform or Deliverables, or use of any information or materials provided by or on behalf of Client; or
- (g) for consequence as a result of act, omissions, fault, default, breach or negligence of Client or the End User,

(collectively, “**Exceptions**”). COMPANY DOES NOT PROVIDE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH EXPRESSLY UNDER THIS AGREEMENT.

8.3 The Client acknowledges that no liability or obligation is accepted by Company (howsoever arising whether under contract, tort, in negligence or otherwise):-

- (a) that the Services or Deliverables shall meet the Client's individual needs, whether or not such needs have been communicated to Company;
- (b) that the operation of the Services or Deliverables shall not be subject to minor errors or defect; or
- (c) that the Services or Deliverables shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in this Agreement.

8.4 Remedies.

- (a) To the maximum extent permitted by law, this Section 8.4 sets out Client's sole and exclusive remedies (howsoever arising, whether in contract, law, tort, negligence or otherwise) and Company's sole and entire liabilities to the warranty (except that the Exceptions set forth in Section 8.2 herein above are excluded expressly from the scope of warranty) for any damages or loss in any way connected with the Services or Deliverables furnished by Company, shall be, at Company's option and cost:
 - (i) to bring the performance of the Platform or Deliverables to substantial compliance with the Documentations;
 - (ii) to replace or re-provide Services or Deliverables; or
 - (iii) if the above (i) or (ii) is not achievable, to deduct or return the prepayment proportional to the unused Services or undelivered portion of the Deliverables.
- (b) If an Error is caused by any of the Exceptions in Section 8.2 above, Client shall remunerate Company for its efforts and costs in searches and Error correction in accordance with Company's standard rates then applicable on a time and material basis.

SECTION 9: INDEMNIFICATION

9.1 In the event of any claims, demands, suits, proceedings, penalties, taxes or damages (collectively "**Liabilities**") asserted or brought by a Third Party against Client as IPR infringement to the extent such Liabilities result from the Use of the Platform or Deliverables which are alleged to infringe or misappropriate such Third Party's legitimate IPR (collectively, "**Third Party IPR**"), Company shall be entitled, at its option and expense, to: (i) obtain for Client the right to continue using the Platform or Deliverables; or (ii) alter, modify or adjust the infringing part of the Platform or Deliverables so that they become non-infringing without materially reducing its performance or functionality.

9.2 If the above is insufficient to eliminate the Liabilities, Company agrees to indemnify Client from the damages out of the Liabilities (including reasonable attorney fees) finally awarded against the Client, or as otherwise agreed by Company in a final settlement for the purpose of the Liabilities, provided that such

Liabilities are solely attributable to Company and that the Client follows the process under Section 9.4 below. For purpose of clarity, the foregoing provisions shall not apply to any infringement arising out of circumstance of Exceptions provided in Section 8.2 above.

9.3 Client agrees to indemnify, defend and hold harmless Company from and against all Liabilities incurred by or asserted against Company in connection with any Third Party claim to the extent that such Liabilities result from: (i) the Exceptions provided in Section 8.2 herein above; (ii) Client's or End User's loading, processing or storage of any Client Content, Personal Data, information, data or materials which are prohibited by the applicable laws, regulations or rules or infringing or misappropriating any Third Party rights; (iii) developing, engaging, implementing or configuring any materials, applications, product, formulas, modules, functionality and their development, enhancement, modification and error correction of the Client or any Client IPR on the Platform by Client or End User, (iv) providing Company with access to Client Content, Client's computer program, specification, content or other Client-provided materials; (v) a dispute between Client and End User; or (vi) any Client Content and data provided by Client infringes the IPR of any Third Party; or (vii) Client's or End User's breach of this Agreement.

9.4 The obligations under this Section 9 will apply only if the Party seeking defense or indemnity: (a) gives the other Party prompt written notice of the claim of Third Party IPR; (b) permits the other Party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other Party (at the other Party's request and expense) in the defense and settlement of the Liabilities. In no event will a Party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other Party.

9.5 THE PROVISIONS OF THIS SECTION 9 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE PARTIES WITH RESPECT TO THE INFRINGEMENT OF THIRD PARTY IPR.

SECTION 10: LIMITATION OF LIABILITY

10.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR SIMILAR LOSS, OR ANY DESTRUCTION, LOSS OF USE, CORRUPTION OR LOSS OF DATA, OR HARM TO REPUTATION OR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL ANY OF THE TERMS OF THIS AGREEMENT BENEFIT OR CREATE ANY RIGHT OR CAUSE OF ACTION IN OR ON BEHALF OF ANY PERSON OR ENTITY OTHER THAN CLIENT AND COMPANY.

10.2 EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 6, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR AN AGGREGATE AMOUNT IN EXCESS OF TWENTY-FIVE PERCENT (25%) OF THE FEES

RECEIVED BY COMPANY DURING THE PRIOR TWELVE (12) MONTHS FOR A PARTICULAR ORDER FORM GIVING RISE TO THE LIABILITY.

10.3 THE PROVISIONS OF THIS SECTION 10 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT OR LAW (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTIVITIES RELATED TO THIS AGREEMENT.

SECTION 11: CONFIDENTIALITY AND PERSONAL DATA PROTECTION

11.1 Each Party shall hold the Confidential Information of the other Party, this Agreement or any part thereof confidential and shall not disclose it to any Third Party. Each Party agrees to protect the other Party's Confidential Information at all times and in the same manner as each protects the Confidential Information of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Neither Party shall, without the other Party's prior written consent, disclose any of the Confidential Information of the other Party to any person or entity, except to its bona fide personnel whose access is necessary to enable such Party to perform this Agreement. Each Party agrees that prior to disclosing any Confidential Information of the other Party to any Third Party in the event that such disclosure has been permitted by the other Party, it will obtain from that Third Party a written acknowledgment that such Third Party will be bound by the same terms as provided in this Section hereof with respect to the protection of Confidential Information. The confidential obligations of this Section 11.1 and 11.2 shall survive the expiry or termination of this Agreement for a period of five (5) years.

11.2 Notwithstanding the provisions of this Section 11, the receiving Party may disclose the Confidential Information in compliance with legal requirements upon request of a governmental agency, court or regulatory body, where such disclosure is required by the applicable laws. However, the receiving Party shall promptly notify the disclosing Party upon receiving such request for the disclosing Party to take actions to prevent such disclosure, with receiving Party's reasonable assistance, unless such notification and/or assistance are prohibited by the applicable laws.

11.3 If and only to the extent that Company processes any Personal Data on behalf of the Client as part of Company's performance of Services under this Agreement, this Agreement shall then be governed by the Data Processing Addendum (<https://insuremo.com/eng-data-protection-addendum/>) ("DPA"), the terms of which are incorporated by reference into this Agreement. The DPA sets out certain rights and obligations of the Parties in respect of Personal Data and privacy and the Parties agree to comply with the DPA.

SECTION 12: TERM AND TERMINATION

12.1 This Agreement shall be effective from the time first above written and shall continue in effect unless terminated upon the earliest occurrence of the following: (i) expiration of all Order Forms, unless both Parties agree to keep this Agreement in effect; (ii) thirty (30) days after either Party receives the other Party's notice of the first mentioned Party's material breach of this Agreement (other than Client's breach of its obligations under Sections 7 or 11, which may result in immediate termination), unless the breaching Party has cured such breach during the thirty (30) days period; (iii) immediately if either Party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, which impact the performance of the Agreement; or (iv) in order to comply with the applicable laws or requests of governmental entities. All appendixes and Order Forms shall be terminated at the time of termination of the Agreement.

12.2 Upon any termination hereunder, Client, its Affiliates and End Users shall immediately cease Using the Services, Company IPR, and/or Confidential Information, unless otherwise set forth in the applicable Order Form. Within fifteen (15) days after any termination, Client shall deliver to Company and/or destroy all original copies or photocopies of Company's IPR and/or Confidential Information. Client agrees to certify in writing to Company that it and its Representatives and End Users have performed the foregoing. In the event of any termination hereunder, either Party's rights and obligations accrued prior to the date of termination shall not be affected.

12.3 Unless otherwise required under the applicable laws or specified in any valid agreement(s) between the Parties, Company will retain Client Content, and/or Client's other data (if any) within thirty (30) days (the "**Retention Period**") after the termination of this Agreement. Client shall be responsible for back-up of its data during this Retention Period. After the expiration of this Retention Period, Company will remove and delete all Client Content and/or such other data in the Platform, including any cached or back-up copies, unless otherwise required by the applicable laws and regulations or mutually agreed by the Parties. Client agrees that Company has no additional obligation to continue holding, exporting or returning Client data after the Retention Period.

SECTION 13: FORCE MAJEURE

Any delay or failure in performance of any provisions of this Agreement (other than for the payment of amounts due) due to a Force Majeure event shall not constitute a breach of this Agreement, and the time for performance of such provision shall be extended for a period equaling to the duration of the conditions preventing performance.

SECTION 14: INDEPENDENT CONTRACTOR

The relationship between Company and Client shall be that of a service provider and a client and not that of a principal and agent, partnership, joint venture or any other association. Neither Party shall make any warranties or representations, or assume any obligations on the other Party's behalf. Each Party shall be solely responsible for the actions of its respective Representatives. No terms shall be implied or otherwise imposed except as explicitly set forth herein.

SECTION 15: DISPUTE RESOLUTION; GOVERNING LAW

Except for the right for an injunction or other relief under the applicable laws to preserve the status quo or prevent irreparable harm pending the selection and confirmation of a panel of arbitrators, and for Company's right to bring suit on an open account for any payments due to Company hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by the governing arbitration institution (see *Appendix B – Guideline on Governing Law, Arbitration Institution, and Arbitration Seat*), subject to the location of the Client. The arbitration shall be conducted in accordance with the then-in-effect arbitration rules of the applicable arbitration institution. The language of the arbitration shall be in English. The arbitration shall be conducted by a panel of three (3) arbitrators (unless both parties agree otherwise on one (1) arbitrator), one (1) arbitrator selected by Company, one (1) arbitrator selected by Client and the third one, who shall be the chairman of the arbitration, selected according to the rules of the arbitration institution. The arbitration proceedings and the award shall be kept confidential and the obligations under this Section shall survive the termination or expiration of this Agreement. The arbitral award shall be final and binding upon the Parties.

This Agreement shall be governed by and construed in accordance with the laws subject to the location of the Client as more specifically set forth in Appendix B, without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

SECTION 16: MISCELLANEOUS

16.1 Both Parties shall designate a contact person to be its point of contact. The contact persons shall ensure effective communication between the Parties. All notices, demands or reports which may be given pursuant to this Agreement shall be in writing and be deemed duly given when (i) delivered to the respective offices of Company and Client at the addresses under the Order Form, and (ii) notified to the respective contact person of the other Party through electronic mail.

16.2 Neither Party shall issue any press release concerning Company's work without the other Party's prior written consent. Nevertheless, Company may identify Client as a client of Company (using Client's name and logo) and generally describe the nature of the Services in Company's ads or promotional materials, presentations, and proposals to current and prospective clients.

16.3 Neither Party shall, during the term of this Agreement and for a period of two (2) years thereafter, directly or indirectly, solicit for hire, on behalf of itself or any other organization, any employee or personnel of the other Party who has involvement in the negotiation or performance of this Agreement. If the period stated in this Section 16.3 is held by a court or tribunal of competent jurisdiction to be void or unenforceable, but would be valid and enforceable if certain words were deleted or the length of the period reduced, such provisions will apply with such modification as required to make them valid and enforceable.

16.4 These General Terms and Conditions, appendix, and applicable Order Form, as a whole, constitute the entire agreement between the Parties hereof and supersedes all previous negotiations, proposals, communications, representations, understandings or agreements of whatever nature between the Parties, whether in oral or writing, unless expressly incorporated into this Agreement. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation (whether innocent or negligent) or warranty made but is not expressly set out in this Agreement. Nothing in this Section 16.4 limits or excludes any liability for fraud or fraudulent misrepresentation.

16.5 No amendments to this Agreement shall be valid or binding unless agreed upon in writing by both Parties.

16.6 Provided that it agrees to be bound by these General Terms and Conditions hereunder, any Affiliate of Client may place to and sign an Order Form with Company and/or its Affiliates, and Company and/or its Affiliate may provide Deliverables or Services to the Client's Affiliate accordingly.

16.7 Neither Party may, without the other Party's prior written consent, assign, or otherwise transfer the Agreement, or any part thereof, to any Third Party. Notwithstanding the foregoing, Company may assign this Agreement to its Affiliates and may, at any time and without prior consent or approval of Client, subcontract all or part of the Services under this Agreement to its Affiliates and any Third Party.

16.8 The Services may contain features designed to interoperate with other applications of a Third Party. Company will not guarantee the continued availability of such Services features, and may cease providing them without entitling Client to any refund, credit, or other compensation.

16.9 No delay or failure by either Party to exercise any power, right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any power, right or remedy preclude any other or further exercise of them. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

16.10 If any provision of this Agreement is held invalid, illegal or unenforceable in any respect by a competent court or other authority, such invalidity or unenforceability shall not affect the other provisions, and both Parties shall negotiate in good faith a provision, which is valid, legal and enforceable with the meaning closest to the invalidated provision.

16.11 The provisions of Sections 7, 8, 9, 10, 12, and 15 and any other provisions which by its nature shall continue shall survive the termination of this Agreement.

16.12 Trade Compliance. Each Party will comply with legal and regulatory obligations and restrictions including, but not limited to, those arising from trade and economic sanctions laws and regulations of the United States, the European Union, the United Nations, other jurisdictions or any of its member states, or the resolutions or pronouncements of certain international bodies (the “**Trade Restrictions**”). In the event Client fails to comply with any provision of this Section or violates any Trade Restrictions in connection with the Services, Company shall have the right to cease Services and/or take action as required by the applicable laws.

16.13 Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and their respective successors and permitted assigns, and no other person shall be a third-party beneficiary hereof.

Appendix A

List of InsureMO Contracting Entity and Address of Notices

“**InsureMO Contracting Entity**” means any of the entities identified in the table below.

InsureMO Contracting Entity	Address of Notices
InsureMO Corporation Pte. Ltd.	16 Raffles Quay, #27-02, Hong Leong Building, Singapore (048581)
InsureMO Pty Limited	Level 2, 299 Sussex Street, Sydney, New South Wales 2000, Australia
InsureMO Kabushiki Kaisha	Win Aoyama 14F, 2-2-15 Minamiaoyama, Minato-ku, Tokyo 107-0061
InsureMO (Europe) AG	Mühlebachstrasse 43, Zurich CH-8008, Switzerland
InsureMO Inc.	101 Hudson Street, Suite 2100, Jersey City, NJ 07302, U.S.A.

InsureMO (UK) Limited	1 Old Court Mews, 311 Chase Road, London, England, N14 6JS, United Kingdom
InsureMO Brasil Tecnologia da Informação Ltda.	Rua Samuel Morse nº 120 Suite 92, Brooklin, São Paulo SP CEP 04570-000, Brazil
InsureMO Malaysia Sdn. Bhd.	Level 31, Axiata Tower 9 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, Kuala Lumpur, Malaysia
InsureMO India Private Limited	407, 4th Floor, "INIZIO", Cardinal Gracious Road, Chakala, Andheri (West), Mumbai, Maharashtra, India

Appendix B

Guideline on Governing Law, Arbitration Institution, and Arbitration Seat

This Appendix B provides guidelines on governing law, arbitration institution and arbitration seat as related to the General Terms and Conditions.

Client Locations	Governing Law	Arbitration Institution
Australia	Australia	Australian Centre for International Commercial Arbitration
Brazil	Brazil	International Chamber of Commerce (ICC)
Hong Kong	Hong Kong	Hong Kong International Arbitration Centre

India	India	Mumbai Centre for International Arbitration
Japan	Japan	Japan Commercial Arbitration Association
New Zealand	Australia	Australian Centre for International Commercial Arbitration
Singapore	Singapore	Singapore International Arbitration Centre
Switzerland	Switzerland	London Court of International Arbitration
Thailand	Thailand	Thailand Arbitration Center
United States of America	The State of New York	American Arbitration Association
United Kingdom	England & Wales	ICC International Court of Arbitration
Malaysia	Malaysia	Asian International Arbitration Centre (Malaysia)
Any Country other than the above-mentioned countries	Singapore	Singapore International Arbitration Centre

Platform

Product Library

(/en//digital-insurance-product-library/)

Insurance APIs

(/en/insurance-apis/)

Non-Insurance APIs

(/en/non-insurance-apis/)

Use Cases

Core Modernization

(/en/core-modernization/)

Digital Distribution

(/en/digital-distribution-and-connectivity/)

Connected Insurance

(/en/channels/)

Specific Offerings

(/en/iso-erc-enablement/)

Resources

Whitepapers

(/en/whitepapers/)

Case Studies

(/en/case-studies/)

Videos

(/en/videos/)

Documentation

(<https://docs.insuremo.com/>)

About Us

News

(/en/news/)

Events

(/en/events/)

Contact Us

(/en/contact-insuremo-worldwide-offices/)

My Account

Support

(https://docs.insuremo.com/)

Login

(https://portal.insuremo.com/cas/login?

client_id=key&response_type=code&redirect_uri=https://portal.insuremo.c

Register

(https://portal.insuremo.com/#/register)

Legal

General Terms

(/en/legal-general-terms-and-conditions)

Intellectual Property

(/en/intellectual-property/)

Site Terms

(/en/site-terms/)

Privacy Policy

(/en/privacy-policy/)



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