

This Software Subscription Agreement (“SSA”) by and between **FINBOTS AI SOLUTIONS PTE. LIMITED** (UEN 201734208E), a Singapore company located at 3 Phillip Street, #13-04 Royal Group Building, Singapore 048693 (“**Finbots**”), and the customer identified on a signed Order Form (“**Customer**”) (collectively referred to as the “**Parties**” and each a “**Party**”), governs the provision of any Subscriptions, Services, and other materials or information provided by Finbots to Customer. This SSA, the Order Form, and other documents expressly referenced herein or referencing this SSA are collectively referred to as the “**Agreement**.” Unless specified to the contrary in the Order Form, this Agreement will be effective on the date of Customer’s signature on the Order Form (“**Effective Date**”).

1. DEFINITIONS.

- 1.1. “Activation Date” means the date on which User Login information is given to the Customer to access the Subscription.
- 1.2. “Authorized Administrator” means the number of employees or Consultants of Customer identified on the Order Form who (a) are given password-protected access to the Subscription; (b) have the authority on behalf of Customer to administer Named Users within the Subscription, and (c) who may obtain Support in accordance with Section 2.5 herein.
- 1.3. “Consultant” means an individual or entity providing services or other assistance to Customer or Finbots in connection with each Party’s respective obligations under this Agreement, as applicable.
- 1.4. “Customer Data” means all data, information and materials provided by Customer for use with the Subscription.
- 1.5. “Finbots Technology” means Finbots’ proprietary software, technology, frameworks, platforms, methodologies, facilitation guides, questionnaires, techniques, general purpose consulting and related know-how, logic, coherence and methods of operation of systems, user interfaces, screen designs, presentation materials, and best-practices documentation, including any enhancements, modifications or derivatives thereof, which are provided to Customer. Subscription and Services each individually and collectively include elements of Finbots Technology.
- 1.6. “Named User(s)” means the number of employees or Consultants of Customer identified on the Order Form who are given password-protected access to the Subscription by an Authorized Administrator.
- 1.7. “Order Form” means the Finbots order form specifying the Subscriptions and Services to be provided, as signed by the Customer.
- 1.8. “Services” has the meaning given to it in Section 2.6.
- 1.9. “Subscription” means one or more subscription(s) to Finbots Technology identified on the Order Form and any additional Order Form(s), including any related Support.
- 1.10. “Support” means any support that may be provided by Finbots from time to time in connection with the Subscription, details of which are set out in Section 2.5.
- 1.11. “Term” has the meaning given to it in Section 9.1.

2. SERVICES PROVIDED.

- 2.1. Subscription Access. Subject to the terms and conditions of this Agreement, Finbots will make the Subscription available to Customer over the internet for Customer’s use in Customer’s internal business

- only. Unless otherwise provided in the Order Form, Subscriptions may only be accessed by the total number of Named Users and Authorized Administrators. Unless otherwise stated in the Order Form, Customer is responsible for integration or configuration and activation of the Subscription.
- 2.2. System Operations Service Level. The Finbots Service Level Agreement (v2022) (“SLA”) is incorporated by reference herein and specifies the availability of the Subscription provided under this Agreement. In the event of any conflict between the terms of the SSA and SLA, the former shall prevail.
- 2.3. Security. Finbots shall operate an information security program utilizing industry standard policies and technologies to protect Customer Data from unauthorized disclosure or access. Subject to the limitations in Section 8, Finbots agrees to indemnify, defend, and hold harmless Customer and its, directors, employees, agents, successors, and permitted assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcement under this Agreement, incurred by the Customer arising from unauthorized disclosure or access of Customer Data caused solely by Finbots. In addition to the Customer's responsibilities outlined elsewhere in the Agreement, Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Finbots Technology/Subscription by Customer, Customer's employees, Consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer's behalf.
- 2.4. Training. Upon execution of the Order Form, Finbots shall provide training on how to use the Subscription to the Named Users and Authorised Administrators on terms to be agreed between the Parties.
- 2.5. Support. During the Term, Finbots shall provide remote support to the aggregate number of Authorized Administrators specified in the Order Form. The support email address will be identified on the Order Form. Such support consists solely of assistance with usage questions or troubleshooting bugs related to the Subscription supplied by Finbots. Finbots will respond to such request for support as per Finbots' Support policy as amended from time to time.
- 2.6. Services. *(Applicable only to Customers where Services are included in the Order Form)*. In addition to the Subscription, Customer may engage Finbots to provide related services such as implementation and deployment services, consulting services, and other services (all such services, collectively, the “**Services**”) as set forth in the Order Form where applicable. Customer acknowledges that the provision of Services by Finbots is dependent on Customer providing access to relevant resources and timely decisions and input in connection with the Services. Customer further acknowledges that any delays in response, feedback, or access could result in an extended delivery timeline, additional charges, and sub-optimal results. Either Finbots or Customer may initiate a change request when a material change or event occurs that may impact the scope or delivery timeline of Services. Finbots will respond with formal documentation including a description of the change, the effort to implement the change, the impact to the Services, and the cost of the change (“**Change Proposal**”). Customer and Finbots must agree in writing to any Change Proposal in the form of a written amendment to the Agreement before any such change is effected.
- 2.7. Additional Orders. Orders for additional Authorized Administrators, Named Users, Subscriptions or Services will be confirmed by both Parties' execution of an additional Order Form or other written amendment to this Agreement. Unless specified to the contrary in an additional Order Form, the annual fees for any added Named Users will be pro-rated based on the Activation Date of their respective Subscriptions.

3. FEES AND PAYMENT TERMS.

- 3.1. Fees. Unless otherwise provided in the Order Form, Finbots may invoice Customer for all fees and all other charges immediately following the Effective Date. All fees are in U.S. Dollars and all payments must be submitted in U.S. Dollars unless otherwise specified. Unless specified to the contrary in the Order Form, fees for any Renewal Term may be increased by Finbots and will be invoiced on the same schedule as in effect for the billing period immediately prior to the expiration of the Term. Where applicable, and with written Customer approval, Customer will reimburse Finbots for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in performance of Services.
- 3.2. Payment Terms. The fees for the Subscription paid by Customer will be for a fixed term duration of the number of months as stipulated in the Order Form. In the event Customer terminates the Agreement pursuant to Section 9 below, Customer will not be entitled to a refund of any balance of the Subscription fees paid for the Term.
- 3.3. Payment Due Date. Unless otherwise provided in the Order Form, payment from Customer is due within thirty (30) days from the date of invoice.
- 3.4. Late Payment. For any late payment, Customer shall be required to pay interest at the rate of one and one-half percent (1.5%) per month (pro-rated for partial periods) or at the maximum rate permitted by law, whichever is less. In addition to other rights and remedies available to Finbots hereunder together with cost of collection (including reasonable legal fees), Finbots may suspend access to the Subscription and the provision of any and all Services if Customer does not pay any outstanding amounts within ten (10) days of receipt of written notice of non-payment. Any previously suspended Subscription and/or Services will be promptly restored following Finbots's receipt of all outstanding amounts. Suspension under this Section 3.4 will not constitute a termination of this Agreement, nor will it relieve Customer of obligations or liabilities under this Agreement.
- 3.5. Taxes. All amounts due under this Agreement do not include taxes or levy (including interest and penalties). Customer will promptly reimburse Finbots and hold Finbots harmless for all sales, use, VAT, excise, property or other taxes or levies which Finbots is required to collect or remit to applicable tax authorities. If there is a mandatory withholding or deduction by operation of law (e.g., tax), then the Customer shall gross up the payment so that Finbots receives the same net amount. This provision does not apply to Finbots's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Finbots with a valid tax exemption certificate.

4. CUSTOMER OBLIGATIONS.

- 4.1. Customer Control. Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Authorized Administrators within the Subscription or on behalf of Customer by Finbots. Upon the termination of employment of any Named User or Authorized Administrator, Customer will immediately terminate that individual's login ID and password. Finbots is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is solely responsible for any losses arising out of use or misuse of Customer's login IDs or passwords.
- 4.2. Prohibited Uses and Customer Restrictions. Customer must not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, derive works from, decompile, disassemble or reverse engineer the Finbots Technology/Subscription provided under this Agreement, except as explicitly permitted hereunder. Unless otherwise expressly set forth in the Order Form, the Subscription and Services must be used solely by Customer, and not (by implication or otherwise) by any

parent, other division, subsidiary, or affiliate of Customer. Customer must not permit any third party save for Authorised Administrators and Named Users, to access the Subscription except with Finbots's prior written consent. Customer must not: (a) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs in, to or from the Finbots Technology/Subscription; (b) interfere with or disrupt the integrity or performance of the Finbots Technology/Subscription, or the data contained therein; (c) use the Finbots Technology/Subscription in a manner inconsistent with its applicable documentation; or (d) attempt to gain unauthorized access to the Finbots Technology/Subscription or related systems or networks.

- 4.3. Acceptable Use Policy. Customer's use of the Subscription shall comply with Finbots's Acceptable Use Policy (v2022) ("**AUP**") and as amended from time to time. The AUP may be modified from time to time at Finbots' sole and absolute discretion to incorporate new legal or security requirements, or requirements established by third parties which interact with the Subscription. In the event of any conflict between the terms of the SSA and AUP, the latter shall prevail.

5. OWNERSHIP, RIGHTS & CONFIDENTIAL INFORMATION.

- 5.1. Customer Ownership and License. As between Customer and Finbots, and subject to the rights of Finbots set forth below, Customer owns all right, title and interest in and to all Customer Data and all Customer-provided images, templates, artwork, logos, trade names, trademarks, and website or email text copy and type ("**Customer Content**"). Customer has sole responsibility and liability for the accuracy, quality and right to use of all Customer Data and Customer Content. Customer grants to Finbots and its suppliers a non-exclusive, royalty-free, worldwide license to use, reproduce, store and modify Customer Data and Customer Content, to the extent necessary for Finbots and its suppliers to perform their obligations under this Agreement.
- 5.2. Results. Customer acknowledges and agrees that Finbots may (a) anonymize and aggregate results of Customer use of the Subscription with results of other customers' use (collectively "**Results**"); and (b) use and disclose the Results for any purpose provided that the Results do not individually identify Customer or Customer Data.
- 5.3. Finbots Ownership. Finbots and/or its licensors are the sole owners of all right, title and interest in and to the Finbots Technology. If Customer provides any feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to the Finbots Technology/Subscription ("**Feedback**"), Customer hereby irrevocably assigns and agrees to irrevocably assign all right, title and interest in any such Feedback to Finbots to be used for any purpose. All rights not expressly granted to Customer hereunder are reserved by Finbots and its licensors.
- 5.4. Finbots Technology License. Subject to all payments under this Agreement being made in full to Finbots, Finbots grants Customer a non-exclusive, non-transferable limited license to use, for Customer's internal business purposes only and subject to the terms of this Agreement and the Subscription as included in the Order Form during the Term.
- 5.5. Confidential Information. "Confidential Information" means any information disclosed by one Party ("**Discloser**") to the other Party ("**Recipient**"), either directly or indirectly, in writing, orally or by inspection, which is designated as "Confidential," "Proprietary" or some similar written designation or otherwise reasonably identifiable as confidential information. Information communicated orally will be considered Confidential Information if the information is identified as being Confidential Information at the time of disclosure. Notwithstanding the foregoing, the following is deemed Finbots Confidential Information with or without marking or written confirmation: (a) the Finbots Technology, product and

service information, pricing information, and other related materials furnished by Finbots; (b) the oral and visual information relating to the Finbots Technology; (c) the Subscription and any tools, materials, documentation, whitepapers, guides, data sheets, training materials, methodology provided by Finbots; and (d) the terms and conditions of this Agreement. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) is or becomes publicly available through no breach of this Agreement by Recipient; (b) is already in the possession of Recipient at the time of disclosure as shown by Recipient's files and records immediately before the time of disclosure; (c) is obtained by Recipient from a third party without obligation of confidentiality; or (d) is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as demonstrated by Recipient's documents. Recipient will only use Discloser's Confidential Information to exercise its rights or perform its obligations under this Agreement and will protect Discloser's Confidential Information by using the same degree of care that Recipient uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, but not less than a reasonable degree of care. Recipient will restrict access to Discloser's Confidential Information to Recipient's employees and Consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of Recipient's obligations of confidence and have agreed in writing to preserve confidentiality of such information under terms and conditions no less restrictive than those set forth herein, provided that Customer must not permit any third party to access Finbots's Confidential Information without Finbots's prior express written approval. If Discloser's Confidential Information is required to be disclosed under any law or judicial order, Recipient will (to the extent permitted by law) give Discloser prompt notice thereof and use its commercially reasonable efforts to seek or cooperate with Discloser in seeking a protective order at Discloser's request and expense. Each Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause the other Party irreparable harm and that such Party will be entitled to seek injunctive relief in the event the other Party does not fulfil its obligations under this Section.

6. INDEMNIFICATION AND REMEDIES.

- 6.1. Intellectual Property. If Customer's use of the Subscription is, or in Finbots's sole and unfettered opinion is likely to be, enjoined, Finbots may, at its option and expense, obtain a license for the continued use of the Subscription or modify the Subscription to provide substantially equivalent functions that no longer infringe any patent or trademark, or any copyright, or misappropriate a trade secret of a third party or, at its sole and unfettered discretion, terminate Customer's access to the allegedly infringing portion of the Subscription and refund to Customer on a pro-rated basis any amounts prepaid for such Subscription for the period following such termination. This Section 6 states the entire liability of Finbots to Customer with respect to any type of third-party intellectual property infringement claim.
- 6.2. Customer Indemnification. Customer will indemnify, defend, and hold harmless Finbots from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Finbots arising out of or in connection with a breach or negligent performance or non-performance by Customer of the provisions of this Agreement.
- 6.3. Mutual Indemnification. Subject to the liability cap in Section 8, each Party will indemnify and defend the other party against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the other Party arising out of or in connection with the indemnifying Party's gross

negligence or willful misconduct.

- 6.4. General Indemnification Terms. In case of any indemnified claim under this Section 6, the indemnified Party will (a) give written notice to the indemnifying Party within thirty (30) days of becoming aware of an indemnified claim; (b) provide control of the defence of the claim to the indemnifying Party, including the right to settle; provided however, that the indemnifying Party will not settle any such suit or claim without the indemnified Party's prior written consent, which will not be unreasonably withheld or delayed; and (c) provide reasonable cooperation in the defence thereof.

7. WARRANTY.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants that (a) it has the right and power to enter into this Agreement, and (b) an authorized representative has executed this Agreement.
- 7.2. Limited Subscription Warranty. Finbots warrants that the Subscription will perform in all material respects with the functions described in the then-current Finbots product documentation included in the Subscription for a period of ninety (90) days from the Activation Date. This warranty does not apply if the Subscription is not administered by Customer in accordance with this Agreement and accompanying AUP, or any applicable instructions and training provided by Finbots. If the Subscription fails to operate as warranted in this Section 7.2 and Customer notifies Finbots in writing of the nature of the non-conformance ("**Notice**"), Finbots shall use commercially reasonable efforts to promptly repair or replace the non-conforming Subscription without charge. If, after a reasonable opportunity to cure, Finbots does not remedy the non-conformance, Customer may no later than sixty (60) days after giving the Notice, terminate the Subscription. The foregoing provides Customer's sole remedy for breach of the exclusive warranty in this Section 7.2.
- 7.3. Services Warranty. Finbots warrants that all Services performed hereunder will be performed in a workmanlike and professional manner.
- 7.4. Disclaimer of Warranties. Except as provided in this Agreement, Finbots makes no warranties, express or implied, including express or implied warranties of merchantability, fitness for a particular purpose and noninfringement or any other terms or warranties that may be implied by law in respect of the Finbots Technology/Subscription. Finbots does not warrant that the Subscription or the data stored through the use of the Subscription are not susceptible to intrusion, attack, or computer virus infection.

8. LIMITATION OF LIABILITY.

- 8.1. Liability Cap. In the absence of gross negligence, fraud and wilful misconduct on the part of Finbots, in no event will Finbots, Finbots' licensors or Finbots' Consultants be liable to pay for any losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcement under this Agreement, incurred by Customer whatsoever or howsoever caused which, in the aggregate, exceed the amount of the fees paid by Customer under this Agreement.
- 8.2. Disclaimer of Damages. In no event will Finbots, Finbots' licensors or Finbots' Consultants be liable under this Agreement for any special, incidental, indirect, exemplary, punitive, or consequential losses including, but not limited to, business interruption or lost profits even if notified of the possibility of such damage, and notwithstanding the failure of essential purpose of any remedy.
- 8.3. The Customer warrants that it has not relied on any representation or warranties made by Finbots which

has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications in any way relating to the Services including catalogues, website or publicity material produced by Finbots.

9. TERM AND TERMINATION.

- 9.1. Term. Unless terminated earlier in accordance with this Section 9, the initial term of this Agreement is the period beginning on the Activation Date and ending in the number of months as stipulated in the Order Form ("**Initial Term**"). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal terms equal to the number of months as stipulated in the Order Form in length (each, a "**Renewal Term**"), unless either Party gives the other Party a written notice of termination at least sixty (60) days before expiration of the Initial Term or the then-current Renewal Term. The terms Initial Term and Renewal Term will be collectively referred to in this Agreement as the "**Term**". Unless otherwise specified in the Order Form, Finbots will make the Subscription available to Customer from the period commencing on the Activation Date through the Term. In the event Customer commits a breach of this Agreement, and such breach is not cured within thirty (30) days of written notice thereof, then Finbots may terminate this Agreement on an immediate basis by written notice. In the event of a material breach by Finbots of its obligations hereunder, and such breach is not cured within thirty (30) days of written notice thereof, Customer may terminate the Agreement on an immediate basis by written notice.
- 9.2. Effect of Termination. Upon termination of this Agreement or termination of a Subscription or Service, as the case may be, Finbots may immediately cease providing any such terminated Subscription or Service and Customer's rights to use the affected Subscription, Finbots Confidential Information, and other Finbots materials (collectively "**Materials**") will cease. Customer will immediately stop using such Materials and will return such Materials to Finbots, or destroy all copies thereof, except for reasonable electronic backup copies kept in the normal course of business that are subject to reasonable document destruction procedures. Upon termination of the Agreement, Finbots shall return all Customer Data and Customer's Confidential Information in its possession to the Customer, or destroy Customer Data and Customer's Confidential Information if requested by the Customer within five (5) days and shall cease using such information. Upon termination of this Agreement, except as otherwise set forth in the Agreement, Finbots will have no further obligation or liability to Customer and all fees due under the Agreement will immediately become due and payable to Finbots. The provisions of Sections 1, 5, 6.1, 6.2, 6.3, 6.4, 7.2, 7.4, 8, 9, and 10 will survive termination or expiration of the Agreement.
- 9.3. The Customer will be allowed to terminate the Agreement after the Initial Term by providing a written notice at least sixty (60) days before expiration of the Initial Term or the Renewal Term, whichever is applicable. The Customer acknowledges that, in accordance with Clause 3.2 of the Agreement, any fees to be paid or due with regard to the Initial Term or Renewal Term which has arisen before the termination of the Agreement remains an obligation of the Customer to pay to Finbots notwithstanding the termination of the Agreement and all fees already paid shall not be refunded notwithstanding the termination of the Agreement at any time for any reason or by any Party.

10. GENERAL.

- 10.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous agreements or representations, whether oral or written and all terms not expressly set out herein are expressly excluded including those that may be implied by law. Finbots makes no representations, covenants, warranties or guarantees, express or implied (whether implied by law or otherwise), other than those expressly set forth herein. The rights and

remedies whether in contract or otherwise, are limited to those expressly set forth in this Agreement. This Agreement may not be modified or amended, except in writing signed by an authorized representative of each Party. Any ordering document (e.g., purchase order) that originates from Customer, and any accompanying terms and conditions, will not be binding on Finbots. In the event of any conflict among the terms of this Agreement, the Order Form, and any additional Order Form(s), the following order of precedence will apply: (1) Order Form; (2) Agreement; (3) additional Order Form(s).

- 10.2. Compliance with Laws. Finbots agrees to comply with all laws (including data protection laws) applicable to Finbots in the provision of Subscriptions and Services hereunder. Customer agrees to comply with all laws applicable to Customer in its receipt and use of Subscriptions and Services hereunder.
- 10.3. Counterparts. This Agreement (including the Order Form) may be executed in counterparts, which together form one legal instrument. Any executed copy of this Agreement made by reliable means (e.g., photocopy, scan copy, or electronic signature) is considered an original.
- 10.4. Notices. Notices under this Agreement will be in writing, signed and provided to the contact and address indicated in the Order Form, provided that a Party may change such contact or address by written notice to the other Party. All notices under this Agreement will be in writing and sent by (a) personal delivery, including confirmed scan delivered by email; (b) overnight courier; or (c) first class mail, certified or registered, return receipt requested. Notices to Finbots will be addressed to the attention of its Chief Financial Officer.
- 10.5. Publicity. Finbots may identify Customer publicly as a customer of Finbots. Finbots may issue a press release announcing the relationship formed by the Agreement, which it will provide to Customer for a period of review and comment prior to release. Finbots may issue a press release announcing the results obtained by Customer from using the Subscription, subject to the prior approval of Customer, not to be unreasonably withheld or delayed.
- 10.6. Headings. Headings are for reference purposes only and have no substantive effect.
- 10.7. Assignment. In the event of Customer's acquisition of, or merger with, a third-party, Customer may continue to use the Subscription and the obligations and rights of Customer under this Agreement will apply to, and may be exercised only in connection with, the operations of Customer as they existed on the date prior to the acquisition or merger. Customer may not otherwise assign this Agreement or otherwise permit access to or the use of the Subscription or transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Finbots. Any assignment or transfer in violation of this Section will be null and void.
- 10.8. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 10.9. Dispute Resolution. Any dispute between the Parties arising out of this Agreement will be first submitted to senior management of both Parties for a good faith attempt at amicable resolution. If the Parties cannot settle the dispute within thirty (30) days after such meeting of senior management, the dispute will be mediated in confidential mediation proceedings within thirty (30) days thereafter at the Singapore Mediation Centre by and if still not resolved, it shall be referred to and finally resolved by arbitration in Singapore by a single arbitrator in accordance with the Singapore International Arbitration Centre Rules for the time being in force which Rules are deemed to be incorporated by reference into this Section. The language of the arbitration shall be English. Finbots and Customer will equally share the administrative costs of the mediation and arbitration. The use of any of the above-mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either Party adversely. Nothing in this Section will prevent Finbots from collecting fees due under Section 3 or excuse Customer

from paying the fees due under Section 3 during the period of mediation or arbitration, nor will it prevent either Party from resorting to judicial proceedings in Singapore only, if (a) the claim or dispute involves intellectual property rights; or (b) interim relief from a court is necessary to prevent serious and irreparable injury to that Party or to others.

- 10.10. Force Majeure. Finbots will not be liable to Customer for any delay or failure to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Finbots. Such causes include, but are not limited to, acts of God, epidemic, pandemic, quarantine, restriction on the movement of people or materials, restriction on the operation of businesses, interruption to online services, interruption of communication facilities, interruption of web host, interruption of internet service provider, interruption of cloud service, riot, war, terrorist act, severance or suspension or deterioration of diplomatic ties, civil unrest or civil commotion, flood, earthquake, natural disasters, production hold-ups, shortage of raw materials, energy or electrical disruption, labour strikes, disturbances, lockouts, trade or labour disputes, fire, accident, acts or decrees or restraints of governments or courts of law (but excluding failure caused by a Party's financial condition or negligence), change in monetary or political (including any local, national or international outbreak or escalation of hostility, insurrection or armed conflict) or financial or economic or exchange control conditions in Singapore or internationally, or any significant event anywhere in Singapore or internationally, floods, fires, or delays by Customer in providing required resources or support or performing any other requirements hereunder.
- 10.11. Independent Contractor. Finbots is an independent contractor and nothing in this Agreement will be deemed to make Finbots an agent, employee or partner of, or in a joint venture with Customer. Finbots will have no authority to bind, commit, or otherwise obligate Customer in any manner whatsoever.
- 10.12. Non-solicitation. During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Consultant of the other Party without the prior written consent of such other Party. Each Party further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Consultant of the other Party for a period of one (1) year from such former employee's or Consultant's last date of service with such other Party.
- 10.13. Third Parties. Finbots will have the right to use Consultants in performance of its obligations and services hereunder and, for purposes of this Agreement, all references to Finbots or its employees shall be deemed to include such Consultants.
- 10.14. Contracts (Right of Third Parties) Act (Cap. 53B). A person who is not a Party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in this Agreement) has no rights whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any terms of this Agreement.
- 10.15. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 10.16. Severability. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be deleted to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such deletion.

The Parties have accepted the terms of this Agreement by the signing of the Order Form referencing it.