

**NEUTRADC SINGAPORE PTE. LTD.**  
**GENERAL TERMS AND CONDITIONS FOR BUSINESS**

**This General Terms and Conditions apply to all our business Customers and shall be read as one and complete binding instrument together with any Service Order Form duly executed by the Customer and NeutraDC Singapore Pte. Ltd. ("NeutraDC"), and any other addenda, schedules, riders or exhibits attached thereto.**

**1. DEFINITIONS**

For the purpose of this General Terms and Conditions ("**General Terms**"), except where the context otherwise requires, the following terms shall mean:

**Bill Start Date** shall mean the date on which the Services are chargeable and which is the Ready for Service Date.

**Confidential Information** shall mean any documents, information, data which include, but are not limited to NeutraDC's: (a) business and financial information relating to NeutraDC or its related entities; (b) business plans, pricing, methods, and practices; personnel, customers, and suppliers; inventions, processes, methods, concepts, products; specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information; (c) any of NeutraDC's data centre layout plans, infrastructure, security protocols, services and any details or information relating to any of NeutraDC's data centre facilities; (d) any information or documentation developed by the Customer in connection with NeutraDC's Services subscribed by the Customer; (e) this General Terms; (f) any information which is marked "Confidential" or "Proprietary" or with words to similar effect; (g) any other information that would at law be considered secret or confidential information of NeutraDC and/or any of NeutraDC's related entities; and (h) any information that by its nature would reasonably be considered to be confidential information (whether in tangible or intangible form).

**Contract** shall collectively refer to the General Terms, the Specific Terms and Conditions, any Service Order Form duly executed by the Customer and NeutraDC and any other addenda, schedules, riders, or exhibits attached thereto and/or incorporated by reference.

**Customer** shall refer to the entity that has entered into an agreement with NeutraDC for the purpose of purchasing, subscribing, engaging and/or utilizing any of NeutraDC's Services.

**Day** shall mean calendar days unless otherwise set forth in this General Terms.

**Force Majeure Event** shall mean an event resulting in any delay or failure in performance of any part of the Services, to the extent that the delay or failure in performance is caused by an event beyond the reasonable control of the Party whose

performance is affected and could not have been avoided or corrected through the exercise of reasonable diligence, including but not limited to, acts of God, action by a governmental or regulatory authority, moratorium on any activities related to the Services and this General Terms, catastrophic incidents, labour dispute, flood, storm, earthquake, fire, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, explosions, power failure, water damage, terrorist acts, adverse weather conditions, blockage of means of transport or of supplies, national or local emergency, accidents, circumstances or conditions that render it unsafe or unreasonable for either Party's personnel to travel to or to enter the affected site, or unforeseen material or facility shortages or unavailability not caused by such Party's failure to timely place orders.

**Full Contract Value** shall mean the sum of the Monthly Recurring Charge, Service Fees, Additional Service Charges, one-time charges and the cost and expense incurred by NeutraDC for provisioning the Service for the Customer for the Term.

**Handover Date** shall mean the date the Services are ready and handed over to the Customer.

**Insolvent** in relation to the Customer, shall mean the appointment of or the application to a court for the appointment of a liquidator or receiver; the entering into a scheme of arrangement or composition with or for the benefit of creditors generally; any reorganization, moratorium or other administration involving its creditors or any class of its creditors; a resolution or proposed resolution to wind up or liquidate the Customer; the inability of the Customer to pay its debts as and when they fall due, or stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts; or any similar circumstances of insolvency arising within the meaning of a Party's state of incorporation or any analogous provision in any relevant jurisdiction in which the Services are utilized or provided.

**Intellectual Property** shall mean the software, copyright, patents, trademarks, applications for the grant of any trademarks, trade names (being the name under which NeutraDC offers the Services), designs (whether registered or otherwise), all internet domain names in connection with the Services, goodwill, know-how, technical information, experience, trade secrets, other information devised, developed or acquired by NeutraDC and applied in the provision of the Services, or any other intellectual property in whatsoever form, whether or not registered or registrable.

**Monthly Recurring Charge** refers to the monthly charges that is payable by the Customer.

**Parties** refers to the Customer and NeutraDC collectively.



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**Party** refers to either the Customer or NeutraDC.

**Permitted Recipients** means the Receiving Party's employees, directors, professional advisors, financiers, professional advisors, authorized representatives and agents, and those of any member of its Affiliates.

**Premises** refers to the location where the Service is located.

**Ready for Service Date** or **RFS Date** shall mean the date of completion of installation, provisioning and/or testing (where applicable) of the Service by NeutraDC which date will be notified to the Customer by NeutraDC. The RFS Date shall be determined with due consideration of the RFS Date requested by the Customer in the Service Order Form but shall be ultimately determined by NeutraDC.

**Service** shall mean each of the services subscribed by the Customer and to be performed by NeutraDC as described in a Service Order Form or Schedule accepted by the Customer.

**Service Level Agreement** or **SLA** shall refer to the product specific service level agreement agreed between NeutraDC and the Customer as set out in the Schedules annexed to the respective agreements and/or Service Order Form signed between the Customer and NeutraDC.

**Service Order Form** shall mean the Service Order Form which describes further terms, conditions, specifications and pricing of the Services and completed and duly executed by the Customer for subscription of the Service.

**Term** shall have the meaning ascribed to it in Clause 3.

**1.1 INTERPRETATION**

In this General Terms:

- (a) Headings shall not be used in interpretation.
- (b) Singulars include plurals and vice versa.
- (c) References to any of the following words "include", "includes", or "including" are to be read as if followed by the words "without limitation" unless otherwise set forth in this General Terms.

**2. SERVICE DESCRIPTION**

2.1 NeutraDC shall deliver the Services on a non-exclusive basis and the Customer shall purchase the Services as per the specifications described in the Service Order Form. The Parties may, by mutual agreement, add additional services by executing additional Service Order Forms, and such additional executed Service Order Forms shall be binding and form one legal instrument.

2.2 NeutraDC shall proceed with the provisioning and implementation of the Service PROVIDED THAT:

- (i) NeutraDC has received from the Customer all necessary contractual documents and technical

information that it deems necessary for service provisioning implementation;

- (ii) a duly signed Service Order Form is received by NeutraDC at least five (5) business Days from the date of issuance of the Service Order Form; and
- (iii) the service provisioning is deemed technically feasible by NeutraDC. In the event that NeutraDC does not receive the signed Service Order Form at least five (5) business Days from the date of issuance of the Service Order Form, NeutraDC shall have the right to revise the RFS Date. Unless otherwise agreed in writing, the Customer shall be responsible for arranging for all requisite equipment and/or facilities by the RFS Date and shall indemnify NeutraDC for all cost and expense incurred by NeutraDC for the Customer's failure to do so.

**3. TERM AND RENEWAL**

3.1 NeutraDC shall provide the Service commencing on the RFS Date or Handover Date (whichever is earlier) and continuing for the period set out in the Service Order Form ("**Service Term**"). There is no obligation for NeutraDC to provide any Service until commencement of the Service Term. Upon the expiration of the Service Term, NeutraDC may at its sole discretion on a case-by-case basis allow the Service to be renewed automatically on a monthly basis at NeutraDC's prevailing list price unless terminated by either Party by providing at least sixty (60) Days written notice of its intention not to renew the Service prior to the end of the Service Term or any current renewal term.

3.2 The prevailing list price shall be determined by NeutraDC and written notice shall be given to the Customer on the price.

**4. SERVICE FEES AND CHARGES**

4.1 NeutraDC shall invoice the Customer at the address indicated in the Service Order Form on a monthly basis in advance except for charges that are dependent on usage which shall be billed in arrears for: (i) the Service fees ("**Service Fees**") set forth in the applicable Service Order Form(s) (prorated for any partial month); and (ii) any other charges, including but not limited to installation or any other additional service charges set forth in the applicable Service Order Form or such other mutually agreed fees or charges applicable to the Service which have been reasonably incurred by NeutraDC on behalf of the Customer (collectively referred to as the "**Additional Service Charges**").



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- 4.2 Without prejudice to NeutraDC's rights and remedies under this General Terms, NeutraDC may, at any time at its own sole discretion, revise the Service Fees upon thirty (30) days written notice to the Customer.
- 4.3 All Service Fees and Additional Service Charges are exclusive of any and all applicable taxes, including goods and services tax (or any other imposition of a like nature by whatever name called, at the prevailing rate), sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulations of any governmental agency or authority, all of which shall be the sole responsibility of the Customer and paid promptly when due by the Customer. All undisputed amounts payable by the Customer shall be made without any deduction, set-off or counterclaim and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If the Customer is required by any law or regulation to make any such deduction or withholding, the Customer shall, together with the relevant payment, pay such additional amount as to ensure that NeutraDC actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. The Customer shall make the required deduction or withholding and shall pay the amount so deducted or withheld to the relevant government authority and shall promptly provide NeutraDC with evidence of such payment.
- 4.4 The Customer shall be deemed to have accepted an invoice if the Customer does not object to the invoice in writing within fourteen (14) Days of receipt of the invoice.
- 4.5 The Customer agrees that where applicable, it will obtain a tax exemption certificate in relation to Services provided, or charges levied.

### 5. DEPOSIT

- 5.1 Where applicable, the Customer shall, upon execution of the respective agreement or the Customer's Service Order Form, whichever is earlier, furnish to NeutraDC a deposit in the sum prescribed by NeutraDC ("**Deposit**") to be held by NeutraDC as security for the due observance and performance by the Customer of the Customer's covenants and conditions herein contained. If the Customer shall commit a breach of any of the provisions of this General Terms and the Customer did not cure such breach within seven (7) Days after receipt of notice of

breach from NeutraDC, NeutraDC shall be entitled, but not obliged, to apply the Deposit or any part thereof or to deduct from the Deposit the loss or expense to NeutraDC occasioned by such breach but without prejudice to any other remedy which NeutraDC may be entitled. If any part of the Deposit shall be applied by NeutraDC as aforesaid, the Customer shall within seven (7) Days of demand by NeutraDC deposit with NeutraDC the amount set-off by NeutraDC from the Deposit.

- 5.2 Subject to the provisions of this General Terms, so long as the Customer shall duly observe and perform the Customer's covenants and conditions herein contained, NeutraDC shall within sixty (60) Days after the expiry or sooner determination of the Services, refund to the Customer the Deposit free of interest less all costs and expenses deducted by NeutraDC and provide to the Customer an itemized invoice of all costs and expenses deducted from the Deposit (if any).
- 5.3 The Customer shall not set-off the whole or any part of the Deposit against any Monthly Recurring Charge or other sums owing to NeutraDC without the prior written consent of NeutraDC.

### 6. PAYMENT

- 6.1 NeutraDC shall, on a monthly basis, invoice the Customer for the Service Fees and the Additional Service Charges due for the month commencing on the RFS Date or Handover Date (whichever is earlier). Unless otherwise set forth in the Service Order Form, the Service Fees and Additional Service Charges shall be payable in the currency detailed in the Service Order Form within thirty (30) Days from the invoice issue date. Notwithstanding the foregoing, if the Customer, in good faith, disputes any portion of the Service Fees and/or Additional Services Charges then the undisputed amount of the invoice shall remain due and payable as provided for in this Clause and the payment of the disputed amount may be deferred pending the resolution of the dispute as per this Clause.
- 6.2 In the event the Customer in good faith raises any dispute concerning any invoiced amount, it shall present to NeutraDC, in writing, the basis of the dispute and all evidence required to justify the dispute within fourteen (14) Days of receipt of the invoice and shall cooperate to resolve any and all disputes within fifteen (15) Days of the initial written notice. Should there be a failure to resolve the dispute within the said period, all the disputed amounts payable by the Customer and any further claims shall be resolved according to Clause 16.



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- 6.3 Payment for the Service shall be remitted exclusively via wire transfer or in the manner prescribed in NeutraDC's invoice to the Customer and all bank charges shall be payable by the Customer.
- 6.4 Without prejudice to the rights and remedies of NeutraDC under this General Terms, NeutraDC shall be entitled to charge interest for any amounts due that are not paid when due at the rate of 1.2% per month computed on a daily basis from the date on which such amount fall due for payment to the date on which such amount is paid in full to NeutraDC. In addition, NeutraDC may charge the Customer the costs incurred in collecting any amounts due for payment.

### 7. SUSPENSION AND TERMINATION

- 7.1 In addition to any other rights at law or in equity, NeutraDC may immediately and without further notice, suspend the delivery of Service and/or terminate the Service in the event that the Customer: (i) fails to make any payment when due and fails to remedy such payment breach within fourteen (14) business Days after delivery of written notice from NeutraDC; (ii) becomes Insolvent; (iii) commits a breach of any of the terms of this General Terms (other than a breach of the payment obligation as addressed in (i) above) and fails to remedy such breach within fourteen (14) Days after receipt of written notice thereof from NeutraDC; or (iv) has its license or regulatory authorization to procure, use, or provide the Service revoked or terminated for any reason and is not otherwise legally entitled to continue to procure, use, or provide the Service in any way. In the event of any termination of Service pursuant to this Clause 7.1, the provisions under Clause 7.2 and 7.3 below shall apply.
- 7.2 Unless otherwise provided in the Service Order Form, the Customer may terminate a Service prior to the RFS Date of the Service PROVIDED THAT the Customer shall be obligated to pay NeutraDC the Full Contract Value for the Service Term.
- 7.3 In the event the Service is terminated after the RFS Date, the Customer shall pay to NeutraDC:
- all Service Fees and Additional Service Charges for Services previously rendered and still unpaid;
  - the balance of the Full Contract Value for the remainder of the then-current Service Term or renewal term as applicable; and
  - where applicable, 100% of "**Third Party Service**" (as defined in any Service Order Form or SLA) costs, which costs are determined in said Third Party contract with NeutraDC.
- 7.4 NeutraDC may, without terminating a Service, immediately suspend the Service until further notice if:
- it is obliged to do so to comply with an order, instruction or request of a Government agency, an emergency services organization, administrative, judicial authority or other competent administrative authority with apparent jurisdiction;
  - it needs to maintain or upgrade its network and or facilities for emergency or scheduled maintenance as contemplated in the SLA; or
  - The Customer's traffic patterns harm NeutraDC's or its customers' network or facilities.
- If it is necessary for NeutraDC to suspend the Service under the foregoing circumstances, it shall:
- provide reasonable notice to the Customer which is reasonably possible under the circumstances, and such notice shall specify the timing or period of such suspension; and
  - use all reasonable endeavors to minimize the duration and impact caused by such suspension as much as reasonably practicable under the circumstances. Furthermore, any suspension of Service by NeutraDC or the Customer's breach of this General Terms shall not prevent NeutraDC from claiming damages or losses from the Customer.
- 7.5 The Customer acknowledges and agrees that upon termination or earlier determination of the Service, the Customer shall remove all its equipment and property from the Premises. In the event that the Customer fails to do so, NeutraDC shall be entitled to remove and dispose of the Customer's equipment in such manner and at such price as NeutraDC may in its sole discretion decide without prior notice to the Customer, and without prejudice to the other rights and remedies of NeutraDC. NeutraDC shall be entitled to apply the proceeds of sale, if any, towards payment of all sums due and payable by the Customer to NeutraDC, after deduction of all costs and expense relating to the removal, storage, sale and disposal of the Customer's equipment and property left at the Premises. Thereafter, any balance from the sale proceeds shall be held for the Customer by NeutraDC. The Customer shall pay all outstanding sums owed to NeutraDC within seven (7) Days of demand in the event that there are no sale proceeds or the sale proceeds are insufficient to offset the outstanding sums owed to NeutraDC. The Customer shall indemnify NeutraDC against all liability incurred by it to any third party for property sold by NeutraDC in the bona fide mistaken belief (which shall be presumed unless proven to the contrary) that such property belonged to the



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Customer and was liable to be dealt with as such pursuant to this Clause.

#### 8. EQUIPMENT AND ACCESS TO CUSTOMER SITE

8.1 For the completion of the Service, NeutraDC may have to deliver, install, and maintain equipment ("**Equipment**") on the Customer's site(s). Unless explicitly sold to the Customer, the Equipment remains the exclusive property of NeutraDC and shall be returned to NeutraDC immediately upon request in the same condition as it was initially provided, fair wear and tear excepted. The Customer shall be responsible for the protection of such Equipment from loss, theft, damage, or destruction of any kind while in its possession and shall bear all such risks with respect to the Equipment until it is returned to NeutraDC. In the event such Equipment is defective or not working through no fault of the Customer, NeutraDC shall, at its sole discretion, replace or repair any such Equipment, at its expense.

8.2 The Customer shall at its own expense obtain such consent, authorization or approvals as may be required by NeutraDC (including its employees and authorized contractors) to enter the Customer's site(s) and to allow NeutraDC to access, deliver, install, store, use, maintain and service NeutraDC's Equipment on the Customer's site(s). For the avoidance of doubt, it is hereby agreed by the Parties that any delay by the Customer in obtaining any such consents or authorizations required under this Clause may delay the performance of NeutraDC's obligations for the provision of the Service without liability being incurred by NeutraDC. The Customer shall be responsible for any costs incurred by NeutraDC in respect of any such delays, where such costs are related to or arise out of the delay caused by the Customer.

#### 9. CUSTOMER'S OBLIGATIONS

9.1 **Health & Safety:** The Customer shall ensure that health and safety practices are a top priority and provide all the Customer's personnel with adequate training and supervision. Health and safety practices have to be vigilantly and consistently applied by all the Customer's personnel in the conduct of their duties to ensure the health and safety of all personnel, NeutraDC's employees, customers, agents visitors, occupants, contractors and workers in the Premises.

9.2 **Compliance:** The Customer shall ensure compliance with all NeutraDC's rules and regulations, policies and procedures or such other guidelines as may be advised by

NeutraDC to the Customer from time to time in respect of the Service prescribed by the Customer.

#### 10. LIMITATION OF LIABILITY

10.1 Save for any statutory provision under the applicable laws and any indemnification obligations under this General Terms, in no event shall NeutraDC be liable to the Customer for loss of business or profits, loss of customers, loss of data or information, or consequential, special or indirect losses or damages sustained by the Customer or any third parties in using the Service howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, cost of substitute performance, equipment or services and downtime costs, or damage to reputation or goodwill). Furthermore, the entire liability of NeutraDC in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of NeutraDC's obligations for any claim, loss, expense, or damage under any agreement shall in no event (other than with respect to payment obligations by the Customer for the Service as set forth in the Service Order Form) exceed the sum payable by the Customer to NeutraDC for the respective Service which gives rise to the claim during the prior twelve (12) month period.

10.2 Except as otherwise set forth in this General Terms, NeutraDC makes no warranties, representations or other agreements, express or implied with respect to the Service, including, but not limited to, the implied warranties or conditions of, merchantability, satisfactory quality or fitness for a particular purpose.

10.3 Where service level credits or rights to terminate a service are specified in the Service Order Form or Service Level Agreement, such remedy will be the Customer's sole and exclusive remedy against NeutraDC in respect of the relevant failure in Service performance and the Parties agree that any service level credits or termination rights constitute liquidated damages which represent a genuine estimate of the Customer's loss.

#### 11. INDEMNITY

11.1 The Customer shall indemnify and hold harmless NeutraDC from and against all liabilities, claims, damages, losses, judgments (including but not limited to legal costs on a full indemnity basis), costs and expenses of any nature whatsoever or causes of action arising out of or in connection with the Services or this General Terms suffered or may be suffered by NeutraDC arising out of or in connection with the negligence or default or breach of



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the Services or of any of the provisions of this General Terms for bodily injury (including death) or damage to tangible property caused by the negligence or wilful misconduct of the Customer, its employees, agents, or invitees.

**12. INSURANCE**

12.1 The Customer undertakes to take out and maintain appropriate insurance against any loss, damage, claims or actions arising out of the performance by it of its obligations under its agreement with NeutraDC. The Customer shall ensure that it has (i) a comprehensive public liability insurance policy with a reputable insurance company against claims for personal injury, death or property damage or loss arising out of or in connection with the Customer's use of the Services for a sum of not less than S\$3 million (or such other amount as may be specified by NeutraDC from time to time) in respect of any one (1) occurrence without limit on the number of claims; and (ii) adequate all risks insurance policy with a reputable insurance company on the Customer's property in the Premises against loss or damage by fire flood water damage or discharge from the sprinkler system. The Customer shall bear the full cost of all deductibles payable for any insurance claim under the insurance policies. The Customer shall be obliged to produce such insurance policies upon request by NeutraDC.

**13. CONFIDENTIALITY**

13.1 The Party receiving Confidential Information ("**Receiving Party**") hereby undertakes and agrees:

- (a) to treat as confidential and not to disclose, use or permit the disclosure or use of at any time in any way, the confidential information of the Party disclosing Confidential Information ("**Disclosing Party**"), other than for the sole purpose of the performance of its obligations hereunder, unless otherwise authorized in writing by the Disclosing Party;
- (b) to limit the disclosure of the confidential information to those of its Permitted Recipients who need to know such confidential information strictly for the purpose of this General Terms and prior to such disclosure, to ensure that such Permitted Recipients are made aware of the obligations of confidentiality as set out in this General Terms and to use its best endeavors to ensure that such Permitted Recipients abide by such confidentiality obligations;
- (c) to accept full liability and to hold the Disclosing Party harmless against all wrongful use or disclosure of the

confidential information in breach of this General Terms by the Receiving Party and/or its Permitted Recipients and upon termination of this General Terms, to return to the Disclosing Party all documents or material of any kind containing the confidential information, which are in its possession or under its control but the Receiving Party shall be entitled to retain a copy such confidential information for its archival purpose subject to the terms of confidentiality hereunder; and

- (d) that the obligations set out in this Contract shall survive termination for a period of one (1) year.

13.2 The confidentiality obligations imposed herein shall not apply to information which:

- (a) prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this General Terms by the Receiving Party and/or its Permitted Recipients;
- (b) is lawfully disclosed to the Receiving Party by a third party that is, to the best of the Receiving Party's knowledge, legally free to disclose such information;
- (c) is independently developed by the Receiving Party as shown by the Receiving Party's written records; or
- (d) is required to be disclosed by law or order of court or directive of any regulatory or governmental body provided that, to the extent permitted by such law, order or directive. The Receiving Party shall promptly notify the Disclosing Party of such requirement to disclose and shall limit such disclosure required or provide the Disclosing Party the opportunity to seek a protective or other court order in respect thereof. If the Receiving Party is still required to disclose the information, the Receiving Party shall, to the extent permitted by such law, order or directive, seek confidential treatment from the recipient for such information disclosed.

13.3 The Customer hereby agrees that if NeutraDC provides confidential or proprietary information to the Customer, such Confidential Information shall be held in the strictest of confidence and the Customer shall afford such Confidential Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall not be less than reasonable care) to avoid disclosure to or unauthorized use by any third party.

13.4 The Customer may:

- (a) disclose Confidential Information to its employees, agents, and legal, financial, and accounting advisors (including its lenders and other financiers) to the



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extent necessary or appropriate in its obtaining of financing; provided, however, that is notified of the confidential and proprietary nature of such Confidential Information and is subject to and agrees to be bound by similar restrictions on its use and disclosure;

- (b) disclose Confidential Information which is required to be disclosed pursuant to any applicable law, competent governmental or statutory authority, provided that the Customer shall first consult with NeutraDC to the extent practicable having regard to these obligations about the form and content of the disclosure and must ensure that all permitted disclosures are kept confidential;
- (c) disclose Confidential Information which is required to be disclosed pursuant to any legal process issued by any court or tribunal whether in Singapore or elsewhere or in connection with any legal proceedings between the Customer and NeutraDC; and
- (d) shall not be liable for the disclosure of any Confidential Information which is in or later enters the public domain, other than by reason of any breach, default or wilful or negligent act or omission of either the Customer or NeutraDC or any of its personnel and/or subcontractor.

13.5 Upon request, the Customer shall immediately return to NeutraDC any or all of NeutraDC's Confidential Information, or destroy or delete the same where so directed by NeutraDC.

13.6 Each Party hereby undertakes not to use the name, logos, trademarks, services marks or other proprietary identifying symbols of the other Party in any press release, public statement, advertising, signage, marketing materials, brochures or other materials in any medium unless the other Party has given its prior written consent thereto.

**14. INTELLECTUAL PROPERTY**

14.1 All legal and beneficial rights in NeutraDC's Intellectual Property which NeutraDC provides to the Customer for the purposes of using the Services will remain at all times the property of NeutraDC.

14.2 NeutraDC grants the Customer a non-exclusive, non-transferable license to use such Intellectual Property for the sole purpose of using the Services.

14.3 The Customer shall not reproduce, modify, adapt, translate, reverse engineer or disassemble any software or any part of the Intellectual Property.

**15. ANTI-BRIBERY & ANTI-CORRUPTION**

15.1 The Customer shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption ("**ABAC**"), including, but not limited to the Prevention of Corruption Act 1960 of Singapore ("**PCA**") and the Penal Code 1871 ("**PC**"). In pursuance to the compliance of the applicable laws, statutes and regulations relating to ABAC, the Customer shall not:

- (a) corruptly solicit, receive or agree to receive, whether for the benefit of the Customer or on behalf of a third party, any gratification as an inducement to, reward for, or on account of (i) any person doing or forbearing to do anything in respect of this General Terms, or (ii) any member, officer or servant of a public body doing or forbearing to do anything in respect of this General Terms, in which such public body is concerned;
- (b) corruptly give, promise or offer to any person, whether for the benefit of the Customer or on behalf of a third party, any gratification as an inducement to, reward for, or on account of (i) any person doing or forbearing to do anything in respect of this General Terms, or (ii) any member, officer or servant of a public body doing or forbearing to do anything in respect of this General Terms, in which such public body is concerned;
- (c) engage in any activity, practice or conduct which would constitute an offence under the PCA, PC or any of the applicable laws, statutes and regulations relating to ABAC if such activity, practice or conduct had been carried out in Singapore; or
- (d) engage in any activity, practice or conduct that will cause NeutraDC to be in breach of any of the applicable laws, statutes and regulations relating to ABAC.

15.2 For avoidance of doubt, "**gratification**" shall carry the same meaning as stated in Section 2 (Interpretation) of the PCA.

15.3 The Customer warrants that its employees, customers, agents, contractors and Affiliates will act in full compliance with this Clause. The Customer shall indemnify and hold NeutraDC harmless from and against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by NeutraDC resulting from a breach of this Clause or an offence under the ABAC laws, statutes and regulations committed by the Customer, its employees, customers, agents, contractors or Affiliates.



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15.4 The Customer shall notify NeutraDC as soon as reasonably practicable if it (a) becomes aware of any of its breach of this Clause or any of the applicable laws, statutes and regulations relating to ABAC arising out of or in connection with the performance of this General Terms; or (b) has reason to believe that it or any of its employees, customers, agents, contractors or Affiliates have received a request or demand for any undue financial or other advantage arising out of or in connection with the performance of this General Terms.

#### 16. GOVERNING LAW AND JURISDICTION

16.1 Unless otherwise stipulated in the Service Order Form, this General Terms is governed by and construed in accordance with the laws of the Republic of Singapore.

16.2 Any dispute arising out of or in connection with this General Terms, 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") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English.

#### 17. FORCE MAJEURE

17.1 Neither the Customer nor NeutraDC shall be in default if and to the extent that any delay in such Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay. The Party claiming relief under this Clause shall notify the other in writing of the existence of the Force Majeure Event relied on as soon as it becomes aware of such Force Majeure Event: the anticipated length of delay; the cause of the delay; and a timetable by which any remedial measures will be implemented.

17.2 If the Force Majeure Event is not remedied within one (1) month of the occurrence of the Force Majeure Event, either Party may terminate the Service upon providing written notice thereof to the other Party.

#### 18. SEVERABILITY AND WAIVER

If any part or any provision of this General Terms is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way

affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this General Terms. No waiver by NeutraDC to any provisions of this General Terms shall be binding unless made in writing.

#### 19. MISCELLANEOUS

19.1 NeutraDC shall be entitled to transfer (by way of novation or assignment) all its rights and interests in the performance of the Services.

19.2 The Customer may not assign or transfer its rights or obligations under the Services subscribed, in whole or in part without the prior written consent of NeutraDC, which consent shall not be unreasonably withheld or delayed.

19.3 The Customer shall comply with all applicable laws with respect to the Services. The Customer represents and covenants that it shall not use the Services in any manner or for any purpose which constitutes a violation of the laws or regulations of any jurisdiction in which the Services are being provided and/or utilized.

19.4 The Customer represents and warrants that the person(s) executing the Service Order Form and any other addenda, schedules, riders or exhibits (or any amendments or changes thereto) on its behalf is a duly authorised representative.

#### 20. NOTICES

20.1 All notices and communications to a Party shall be in writing and personally delivered; sent by overnight delivery service (at sender's expense) to such Party's address designated in the Service Order Form; or sent via facsimile or e-mail to the facsimile number or e-mail designated for such Party in the Service Order Form.

20.2 Any notice or communication shall be deemed to have been received if: (i) delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) delivered by overnight delivery service, at 9:00 a.m. (GMT+8) on the second business Day after posting or at the time recorded by the delivery service; or (iii) delivered electronically at the designated facsimile number or e-mail, upon dispatch of the facsimile or e-mail.

#### 21. ENTIRE GENERAL TERMS AND CONDITIONS

This General Terms, the Service Order Forms, Schedules, Addenda and (where applicable) other terms otherwise agreed in writing between the Customer and NeutraDC, constitute the entire agreement between the Parties and supersedes and cancels all prior agreements, negotiations or commitments made by either Party whether written or





**NEUTRADC SINGAPORE PTE. LTD.**

**GENERAL TERMS AND CONDITIONS FOR BUSINESS**

oral, with respect to the specific Services provided and may only be modified if such modification is in writing and signed by a duly authorized representative of each Party.

**22. CONFLICT OR INCONSISTENCY**

In case of any ambiguity or conflict between the Contract, such ambiguity or conflict shall be resolved by the following order of precedence:

- (i) Service Order Form;
- (ii) Specific Terms and Conditions and its Appendices;
- (iii) Such other schedule or exhibit expressly incorporated as part of the Contract and executed by the Parties;
- (iv) General Terms.

**23. THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract.

