

CUSTOMER SERVICE AGREEMENT FOR NEMO™

1. INTRODUCTION

- 1.1. Welcome to the NEMO™ Platform, the cloud-based platform under the business name of 'NEMO™' operated by Nufin Data Pte. Ltd., a company registered in Singapore with its registered office at 4 Ayer Rajah Crescent, Singapore 139960 ("**we**", "**our**" or "**NUFIN**").
- 1.2. This Customer Service Agreement for NEMO™ (the "**Agreement**") is a legal agreement between NUFIN and the corporation, partnership, firm, joint venture, association, trust, unincorporated organisation, limited partnership, limited liability company or limited liability partnership, governmental body or other entity ("**you**" or "**your**" or the "**User**") who subscribes to use the NEMO™ Platform ("**Platform**").
- 1.3. **If you are entering into this Agreement on behalf of a corporation, partnership or other legal entity as an Authorised User (as defined below), please ensure that you have the authority to bind the entity to these terms and conditions. References to "you" and "your" will refer and apply accordingly to that corporation, partnership or other legal entity that you represent.**
- 1.4. You agree to use the Platform upon the terms and conditions set out in this Agreement.
- 1.5. By registering for an account on the Platform, you agree that you have read, understood, and agree to be bound by the terms of the Agreement, and are deemed to have accepted and executed this Agreement electronically, effectively on the date you register your account or click to accept this Agreement. If you do not agree to these terms, you must immediately discontinue your access to, or use of the website and services provided on the Platform.
- 1.6. For the purposes of this Agreement, NUFIN and you shall collectively be the "**Parties**" and each a "**Party**" to this Agreement.

2. DEFINITIONS

These capitalised terms shall have the following meanings under this Agreement unless the context otherwise requires:

"**Administrator**" means the first Authorised User of the User;

"**Authorised Users**" collectively means the authorised user(s) or such other authorised agents or representatives of the User, as may be notified by the Administrator to NUFIN, and each an "**Authorised User**";

"**Business Day**" means a day (excluding Saturdays, Sundays and public holidays in Singapore) on which banks are open for normal banking business in Singapore;

"**Buyer**" means the Person to whom you supply goods or for whom you carry out work or perform services under a Commercial Contract who may be on-boarded to the Platform by your designation;

"**Commercial Contracts**" collectively means the contracts entered into between the User and each of its Suppliers or Buyers, as the case may be, for the purchase of goods, work to be done or performance of services, and each a "**Commercial Contract**";

"**Data**" means any incoming and outgoing information or document (e.g. a letter, fax, invoice or sales order) submitted by you to NUFIN via a secure internet connection for processing, delivery to a recipient and/or electronic archiving, including without limitation (a) general identification and contact information, (b) identification numbers issued by government agencies, (c) financial information and account details, (d) information about your business and operations, (e) data from your use of the Platform, (f) Personal Data and (g) any other data contained in the information or documents supplied by you;

"**Financing Providers**" means financing providers such as banks, financial institutions, and other services partners (save for NUFIN or its affiliated entities);

"**Financing Services**" means the provision of financing options and other related services to you;

"**Force Majeure Events**" includes but is not limited to acts of God, strikes, lock-outs, accidents, war, fire, explosions, the act or omissions of government or authorities, an act of terrorism, civil unrest, breakdown in communication systems, floods, storm, earthquake, power failure or sabotage;

"**Person**" means any individual, corporation, partnership, firm, joint venture, association, trust, unincorporated organisation, limited partnership, limited liability company or limited liability partnership, governmental body or other entity;

"**Personal Data**" means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which NUFIN has or is likely to have access;

"**Services**" includes the products, services and software that you order, receive or access as part of the services including but not limited to any Financing Services provided by NUFIN (or its affiliated entities) hereunder delivered through the Platform, but excludes any Financing Services that you may receive through the Platform or otherwise from any Financing Providers other than NUFIN (or its affiliated entities);

"**Supplier**" means the Person from whom you purchase goods, or who carries out work or performs services for you under a Commercial Contract, who may be on-boarded to the Platform by your designation;

"**Term**" means the duration or period during which you have an account on the Platform; and

"**User Interface**" means the means by which you may access and use the Platform, including but not limited to nemo.nufindata.com which shall be provided and updated by NUFIN from time to time.

3. ACCESS TO OUR SERVICES

3.1. You expressly agree that you are deemed to be registered on the Platform upon NUFIN's receipt of this duly executed Agreement (your "**Registration**").

3.2. By your Registration and/or use of the Platform and the Services, including but not limited to the use of Financing Services on the Platform, you represent and warrant to and for our benefit, that during the Term, you:

- (a) are duly incorporated and validly existing under the laws of your country of incorporation;
- (b) have the corporate power to own your assets and to carry on your business as it is now being conducted;
- (c) have the corporate power to enter into, perform your respective obligations under this Agreement;
- (d) have taken all necessary corporate action to authorise entry into this Agreement;
- (e) confirm that your entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement and the transactions contemplated hereby do not and will not violate or conflict any law, regulation authorisation, directive or order (whether or not having the force of law) of which you are subject to, your constitutive documents (where applicable), or any agreement or arrangement to which you are a party or which is binding on you or your assets;
- (f) confirm that the obligations herein are valid, binding and enforceable to you; and
- (g) are aware that the Platform can be accessed from countries around the world and may contain references to services and content which are not available in your country, and you are residing in a jurisdiction where it is not prohibited by law to offer or use NUFIN's

Services. It is your responsibility to ensure that you are legally allowed to use NUFIN's Services where you are located.

If any of the above is incorrect, you must not use the Platform.

- 3.3. You expressly agree that as an Authorised User, you are solely responsible for ensuring that your continued use and access to the Platform do not and will not violate any policies, bylaws or instructions that are imposed by the User, and that all communication or activities through the Platform shall be deemed to have been authorised. You warrant and represent that you are duly authorised to upload, submit, transmit or otherwise deal with all content, information and data provided by you through the Platform.
- 3.4. Upon your Registration, NUFIN shall grant you a personal, revocable, non-transferrable, non-exclusive right of use of the Services.
- 3.5. You agree to use the Platform and any related services or content only for lawful purposes and in a way which does not infringe the rights of any Person or restrict or inhibit any Person's use of the Platform.
- 3.6. User Accounts
 - 3.6.1. You must provide true, accurate, up-to-date and complete information in all fields indicated as mandatory when creating and updating an account.
 - 3.6.2. You agree to keep the information in your account current, and shall promptly update your account with any changes to information in all fields indicated as mandatory.
 - 3.6.3. When registering an account, you must select a unique username and password. NUFIN reserves the right to refuse giving you a username if it impersonates another Person's name, or if NUFIN feels it is otherwise inappropriate. It is your responsibility to choose your password wisely and NUFIN is not responsible for any user impersonating you on the Platform.
 - 3.6.4. You are solely responsible for all activities that occur on or under your account. If you are the Administrator, you shall agree to ratify all acts done by such Authorised Users in the exercise or purported exercise of their respective powers, discretion and authority.
 - 3.6.5. Until NUFIN receives from the Administrator any written notification of the revocation of appointment of any Authorised User, NUFIN shall be entitled to act on any instructions of such Authorised Users in respect of the use of the Platform and/or Services as contemplated under this Agreement and NUFIN shall not be responsible for any unauthorised access to an Authorised Users' account. If an Authorised User ceases to be authorised by the User to have access to our Platform for any reason, including by leaving your employment, you must immediately provide the relevant notice of revocation or change in authorisation.
 - 3.6.6. For the avoidance of doubt, it is hereby expressly stipulated that an issued authorisation by us does not expire upon death or any loss of legal capacity of an Authorised User, but remains in effect until revoked in writing by you or the Administrator, irrespective of any other public announcements or entries in any register to the contrary. You therefore agree to provide the relevant notice of revocation or change in authorisation in a timely manner.
 - 3.6.7. You are responsible for ensuring that you keep your password safe and confidential. NUFIN will assume that any use of the Platform made using your username and password is your use, and you shall be responsible for any such use. For the avoidance of doubt, NUFIN shall not be required to investigate the authenticity or authority of the persons (whether from you or otherwise) using the Platform or the Services or to verify the accuracy and completeness of any instructions received from you in connection with the use of the Platform or the Services.
 - 3.6.8. If you become aware, have concerns, or believe that there is any improper use or disclosure of your username and password, please contact NUFIN's Support Team

at support@nufindata.com, so that a new username and password may be allocated to you. For the avoidance of doubt, NUFIN shall not be liable for any loss or damage arising from unauthorised use of your password and your failure to comply with this Clause. NUFIN reserves the right to disclose information about you and other Authorised Users in order to comply with any applicable laws and/or requests under the legal process to safeguard the interests of users.

- 3.7. You shall take full responsibility to ensure that all information or documents provided, transmitted, uploaded, imported or made accessible by you on the Platform is true and accurate.
- 3.8. In the event that you subscribe for additional features or services other than the Services expressly provided hereunder by NUFIN, you agree to enter into a separate agreement with NUFIN for the provision and payment of such features or services and/or to other suppliers.
- 3.9. For the purpose of providing the Services, NUFIN may engage other third party service providers as NUFIN deems necessary or appropriate, provided that you shall not be responsible or liable to pay for any of such third party service providers unless otherwise agreed.

4. CONDITIONS OF PROVISION OF THE SERVICES

- 4.1. NUFIN may change, suspend or discontinue any aspect of the Services at any time, including the availability of any feature, database or content. NUFIN may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.
- 4.2. Availability and Maintenance of the Platform
 - 4.2.1. NUFIN shall use commercially reasonable efforts to make the Services available, except for planned downtime and any unavailability caused by circumstances beyond NUFIN's reasonable control or expectation, including without limitation Force Majeure Events or internet service provider failures or delays.
 - 4.2.2. NUFIN reserves the right to momentarily interrupt the Services for testing, traffic performance enhancement or maintenance purposes. NUFIN shall schedule maintenance of its Platform to the extent practicable during non-peak usage hours. Any planned unavailability of the Platform exceeding 30 minutes shall be announced by NUFIN with three Business Days' notice on NUFIN's website nemo.nufindata.com which you may visit at any time from the User Interface.
 - 4.2.3. NUFIN may, at its sole discretion, provide updates, additional features, functionalities and content to improve the Services at any time without notice. NUFIN reserves the right to charge a fee for the Services rendered through the Platform and/or under the User Interface.
 - 4.2.4. For the avoidance of doubt, NUFIN shall not be liable for any direct or indirect losses or damages arising from an inability to access the User Interface and from any use of the User Interface which is beyond NUFIN's control. NUFIN shall not be accountable for any indirect losses or damages suffered or incurred by you as a result of the access and/or use of the User Interface by you. This includes but is not limited to any loss of data, financing opportunities or any loss or damage you may suffer or incur in connection with the use of the User Interface by you.
- 4.3. Technical Support

NUFIN shall provide remote standard technical support to you during NUFIN's regular business hours, which are from 9:00 a.m. to 6:00 p.m., Singapore Standard Time (SST), excluding public holidays, throughout the duration of the Agreement. Technical support requests may be sent to support@nufindata.com. NUFIN shall use commercially reasonable efforts to respond to you within 48 hours after receipt of any technical support requests.

5. OTHER FINANCING SERVICES

- 5.1. You may choose to receive Financing Services through the Platform from a Financing Provider or from NUFIN (or its affiliated entities). You acknowledge and accept that the provision of any Financing Services by any Financing Provider or NUFIN is subject to a separate agreement(s) between you and the relevant Financing Provider or you and NUFIN (or its affiliated entities) (each, a "**Financing Agreement**"), a copy of which can be found in your user account details.
- 5.2. You expressly agree to provide, transmit, upload, import and make accessible all necessary information or documents to NUFIN for the purpose of, among others, activating the Services on the Platform, conducting background checks, fulfilling the on-boarding and know-your-customer requirements of the Financing Provider or NUFIN (or its affiliated entities).
- 5.3. You are solely responsible for your choice of Financing Services provided by the Financing Provider or NUFIN (or its affiliated entities). The content on the Platform is provided for your general information purpose. **You understand and agree that the Platform does not recommend any security, financial product or instrument, nor does the mention of a particular financial product on the Platform constitute a recommendation for you to receive any security, financial product or instrument. The content on the Platform does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose.** If you are in any doubt as to the action you should take, you should consult your solicitor, accountant or other professional adviser immediately.
- 5.4. NUFIN shall not be liable for any direct or indirect loss or harm you may suffer or incur as a result of any Financing Services you received from any Financing Provider or from NUFIN (or its affiliated entities) as a result of or on the basis of using the User Interface and/or the Platform or for any acts, omissions, errors or defaults of the Financing Provider, NUFIN (or its affiliated entities), or any other third party, except to the extent that may be provided by an agreement between you and NUFIN (or its affiliated entities) only. The information and descriptions of the Financing Services on the User Interface might not represent the entire descriptions of all the financing options and the terms and conditions of these Financing Services.
- 5.5. NUFIN is not affiliated with, has no control over, and assumes no responsibility for, the policies or practices of any Financing Provider. By signing this Agreement, you acknowledge that you shall carefully review the Financing Services and Financing Agreement(s) and read all related terms and conditions of any Financing Agreement before entering into a separate agreement(s) directly with the Financing Provider. You also acknowledge that any and all matters relating to the provision of Financing Services shall be governed under the Financing Agreement(s), and NUFIN shall not be liable for any services provided by any Financing Provider.

6. COLLECTION AND USE OF BUSINESS DATA

- 6.1. NUFIN may collect Data from you during the course of providing the Services hereunder.
- 6.2. You hereby agree, consent to and authorise the collection, use or disclosure of your Personal Data, as the case may be, for the purposes as set out under our Privacy Policy.
- 6.3. Any information collected from you may be used for, among others, the following purposes: (a) to improve the Services, (b) to confirm your identity, (c) to properly administer the Services, (d) to communicate with you, (e) to handle requests for data access or correction, (f) to facilitate the on-boarding procedures of the Financing Provider, (g) to facilitate the on-boarding procedures of any Supplier or Buyer designated by you, as the case may be, (h) for statistical research purposes, (i) for processing, storage, analysis purposes outside of Singapore, and (j) any other purpose in connection with the use of the Platform and the Services (the "**Purposes**").
- 6.4. By using the Platform, you expressly acknowledge and consent to the collection, use, and disclosure of your Data by NUFIN. Through the use of the Platform, your Data will, by nature of the provision of the Services, be provided by you and will be obtained by NUFIN as a result. In such instances, it will be implied from your use of the Platform that you permit and

are agreeable to the provision of such Data to NUFIN for the Purposes. In the event that you are providing information or using the Services for and on behalf of another individual or company, you understand and shall ensure that such Data supplied to NUFIN shall be accurate and complete, and that such individual or company authorises the collection, use and disclosure of their Data, and, is informed of and consents to the provisions hereunder.

- 6.5. You expressly grant NUFIN the authorisation to disclose, access, collect, retain, use and release your Data to any Financing Provider in connection with the Services and/or for the purpose of, among others, activating the Services on the Platform, conducting background checks, fulfilling the on-boarding and know-your-customer requirements of the Financing Provider.
- 6.6. You further expressly consent to grant NUFIN and/or the potential Financing Provider authorisation to contact the counterparty shown on the invoices or other similar documents provided or uploaded by you on the Platform for the purpose of, among others, verifying such information in connection to the services to be provided by NUFIN and/or such Financing Provider.
- 6.7. NUFIN shall have the right to (a) retain the Data collected from you on the Platform for no longer than necessary for the fulfilment of the Purposes, and (b) store your Data on any cloud platform maintained by third party service providers, subject to appropriate standards under the applicable laws. For the avoidance of doubt, NUFIN shall not be liable for any direct or indirect loss or harm you or other Authorised Users may suffer or incur as a result of any acts, omissions, errors, defaults of such third party service providers. This includes but is not limited to any loss of data, financing opportunities or any loss or damage you may suffer or incur in connection with the cloud platform maintained by third party service providers.
- 6.8. NUFIN shall have the right to aggregate your Data for the purposes of conducting internal research and statistical analysis. Any Data obtained for these purposes shall be anonymised in its entirety. Given the anonymity of the Data, unless otherwise required by law, no consent shall be obtained for the collection, use and/or disclosure of such anonymised Data by NUFIN.
- 6.9. You agree that NUFIN may transfer your Data to any member of NUFIN's group of companies or service providers located within or outside of Singapore in order to fulfil the Purposes, to operate the Platform, or for contractual, legal or business reasons, provided that the recipient provides a standard of protection to the transferred Personal Data that is comparable to the protection under the Singapore Personal Data Protection Act 2012 and consistent with our Privacy Policy.
- 6.10. Should you wish to (a) access the Data collected by NUFIN about you (for which NUFIN may charge an administrative fee), or (b) correct any information that NUFIN holds about you, or (c) withdraw consent for the collection, use or disclosure of such Data by NUFIN, you may contact support@nufindata.com to make a request.
- 6.11. Our Privacy Policy forms a part of this Agreement and all Personal Data will be handled in accordance with our Privacy Policy.

7. DURATION AND TERMINATION

- 7.1. Either Party to this Agreement shall have the right to terminate this Agreement by providing the other Party with a minimum of 30 days' notice in writing.
- 7.2. Notwithstanding Clause 7.1, NUFIN may terminate this Agreement with immediate effect by serving a written notice to you, if:
 - (a) you fail to pay any undisputed amount due under this Agreement on the due date for payment and remains in default for not less than 30 days after being notified in writing by the other Party to make such payment;
 - (b) you commit any material breach of any of the provisions of this Agreement or fail to remedy the same within 30 days after receipt of a written notice from NUFIN giving

full particulars of the material breach and requiring it to be remedied;

- (c) you provide any false or incomplete information;
- (d) you compromise the security of your account in any way;
- (e) in NUFIN's opinion or any regulatory authority's opinion, the provisions of such Services have been deemed illegal or not in the public interest to continue providing you with the Services for any reason whatsoever;
- (f) you enter into liquidation whether compulsorily or voluntarily otherwise than for the purposes of amalgamation or reconstruction or compound with your creditors or have a receiver appointed in relation to all or any part of your assets, or where either Party or any of your members becomes bankrupt or insolvent or enters into any arrangement with your creditors or takes or suffers any similar actions in consequence of debt;
- (g) you cease or threaten to cease to carry on your business or any substantial part thereof or if you dispose of or threaten to dispose of or any governmental or other authority expropriates or threatens to expropriate all or any substantial part of your business or assets; or
- (h) you have anything analogous to any of the foregoing under the law of any jurisdiction occur in relation to you.

7.3. Upon termination of this Agreement for any reason:

- (a) you shall within five Business Days pay all invoices of NUFIN then outstanding under this Agreement (if any) and not disputed in good faith; and
- (b) NUFIN shall within five Business Days invoice you for all Services provided under this Agreement but not yet invoiced (if any) and you shall pay such invoice within a further five Business Days from the date of receipt of the invoice.

7.4. Upon termination of this Agreement, NUFIN shall have no obligation to render any further services to you on the Platform.

7.5. The rights to terminate this Agreement shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

7.6. Any termination or expiration of this Agreement shall not affect the accrued rights and obligations of the Parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

8. INTELLECTUAL PROPERTY

8.1. You expressly acknowledge that NUFIN owns all present and future rights in and to trade secrets, patents, copyrights, registered and unregistered trademarks, design rights, unregistered designs, domain name, database rights and all other present and future intellectual property rights, and rights in the nature of intellectual property rights existing in or in relation to the Platform ("**Intellectual Property Rights**") and that these shall, at all times be and remain the sole and exclusive property of NUFIN.

8.2. NUFIN grants you a limited, non-transferable licence to access and use the Platform for your personal or internal business purposes. If any Intellectual Property Rights vests in you, whether by operation of law or otherwise, and as far as the Service allows you to create or share content on the Platform or through the Services, you hereby assign to NUFIN all rights, title and interests (whether legal or beneficial) in such Intellectual Property Rights throughout the world absolutely to the fullest extent possible, including any and all renewals and extensions of such Intellectual Property Rights. You unconditionally and irrevocably waive any and all moral rights you may have either now or in the future existing in or in relation to the Platform.

- 8.3. You agree to execute and do all such deeds, documents, acts and things as may be reasonably required in order to assign any Intellectual Property Rights to NUFIN, to carry out the intended purpose of this Agreement, or to establish, perfect, preserve or enforce NUFIN's rights under this Agreement.
- 8.4. The names '[NEMO]', 'NUFIN DATA', 'Nufin' is a trademark of NUFIN, and your use of the Services does not grant you any right to use, copy, reproduce, distribute, sell, transmit, license or otherwise exploit these terms or any other trademark or trade dress of NUFIN without express written permission from NUFIN.
- 8.5. Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on the Platform are in no way associated, linked or affiliated with NUFIN. Any trademarks or names featured on the Platform are owned by the respective trademark owners.
- 8.6. NUFIN takes copyright infringement very seriously. If you believe that any content on NUFIN's website or content shared through the Platform infringes on your Intellectual Property Rights, please contact us by sending an email, in English, to NUFIN at support@nufindata.com, containing the following: (i) a description of the content you believe to be infringing; (ii) where NUFIN can find the content on our Platform; (iii) the identity of the party you believe owns the copyright; (iv) a statement by you that the information in your notice is accurate and, under penalty of perjury, that, if applicable, you are the intellectual property owner or authorised to act on behalf of such owner; and (v) your contact information, such as your address, telephone number, and email address. Please take independent legal advice in advance and confirm these requirements with your lawyer.

9. DISCLAIMER OF AND EXCLUSION OF REPRESENTATIONS, WARRANTIES AND LIABILITY

- 9.1. NUFIN excludes all representations, warranties, conditions and terms express or implied by statute, common law or otherwise to the fullest extent permitted by law. NUFIN accepts no liability for any special, indirect, incidental, consequential or economic loss howsoever caused arising out of or in connection with this Agreement.
- 9.2. You agree that your access to and use of the Services, and the content available through the Services is on an "as is", "as available" basis. NUFIN provides the Platform and Services in good faith but gives no warranty or representation that the content is accurate, complete or up-to-date, including but not limited to, any representations or warranties of merchantability, fitness for a particular purpose, or representations or warranties against interference or infringement.
- 9.3. NUFIN accepts no responsibility or liability for your use of the Platform and such use is entirely at your own risk. While NUFIN takes reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Platform, NUFIN accepts no liability for them.
- 9.4. Information transmitted via the Platform will pass over public telecommunications networks, such as the internet. NUFIN makes no representation or warranty that the operation of the Platform will be uninterrupted or error free and disclaims all liability in respect thereof. NUFIN may communicate information to you or other Authorised Users via electronic mail, and makes no representation or warranty on behalf of the uninterrupted or error free operation of your electronic mail service, or any other third party, or that your email service will properly process our communications.
- 9.5. The Services may be subject to delays, cancellations and other disruptions. NUFIN makes no warranty, representation or condition with respect to the Services, including but not limited to, the quality, effectiveness, reputation and other characteristics of the Services.
- 9.6. The content on the Platform does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. No advice or information, whether oral or written, obtained from NUFIN or through the User Interface or Platform will create any warranty not expressly made herein. You agree that your use of the Platform is at your sole risk.

- 9.7. Any content downloaded from or otherwise accessed on the Platform and/or through the User Interface is accessed at your own risk, and you shall be solely responsible for any damage to your property, including but not limited to, your computer system and any device you use to access the Platform through the User Interface, or any other loss that results from accessing such content.
- 9.8. NUFIN reserves the right to suspend your use of the Platform at any time for operational, regulatory, legal or other reasons. NUFIN may terminate your use of the Platform with immediate effect if you breach any terms in the Agreement.
- 9.9. NUFIN shall have no liability to you for any breach of the terms in the Agreement caused by any event or circumstances beyond our reasonable control including, but not limited to Force Majeure Events.
- 9.10. Under no circumstances, including but not limited to, negligence, shall NUFIN or its affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Platform, unauthorised access to or alteration of your transmissions or data, the Platform, or any errors or omissions on the Platform, even if advised on the possibility of such damages. You specifically acknowledge and agree that NUFIN is not liable for any conduct of any user.
- 9.11. Additionally, the Platform may contain links to other websites, applications and/or services from third parties. NUFIN accepts no responsibility or liability for any material supplied by or contained on any third party websites which is linked from or to this Platform, or any use of personal data by such third party. Any dealings you have with any third party advertisers or sponsors are solely between you and such advertiser or sponsor. NUFIN has no control over such third party service or content providers, and does not endorse and is not responsible for any content, accuracy, quality, products or other materials on or available from such external services.
- 9.12. NUFIN shall not in any event be liable to you or any third party for any indirect, incidental, consequential, special or exemplary damages, including but not limited to any loss of profits, revenues, business opportunities or for loss of income, bargain, revenue, contracts, goodwill, use, enjoyment, time, data, or electronically transmitted information or damages or costs due to loss of production or use, business interruption, procurement of substitute goods or services, or property damage or emotional distress, whether or not NUFIN has been advised of the possibility of such damages, arising out of or in connection with this Agreement and/or the use of the Platform, to the extent permitted by law.
- 9.13. In the event any limitation or provision contained in the Agreement is held to be invalid for any reason, NUFIN's total liability (whether in contract, tort, negligence or on any other basis) to you, for any loss or damage shall be limited to the sums paid or payable by you to NUFIN for the Services.

10. INDEMNIFICATION

You agree, at your own expense, to indemnify, defend and hold harmless NUFIN, NUFIN's suppliers, agents, officers, employees, representatives, successors and assigns from and against any and all claims, damages, liabilities, costs, and expenses in connection to or arising from your use (or purported use) of the Service and/or of the Platform and NUFIN's rights under this Agreement including, but not limited to the following:

- (a) any violation by you of any provision of this Agreement;
- (b) any violation of laws;
- (c) any viruses, worms, trojan horses or any contaminating or destructive creatures which has been introduced by you;
- (d) any misconduct, including but not limited to negligence and fraud in connection with your use of our Services and access to the Platform; and
- (e) any claim by any third party against NUFIN for wrongdoing including willful misconduct and gross negligence by you arising from the use of the Platform.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangement of any nature, whether or not in writing, between the Parties in relation to the subject matter of this Agreement.

12. AMENDMENTS

This Agreement is subject to review from time to time. NUFIN reserves the right to amend, add, delete, replace or supplement any of this Agreement at any time and NUFIN may keep you informed on any changes made to this Agreement from time to time. Your continued use of the Platform after the Agreement has been amended or supplemented from time to time, will be deemed to constitute your acceptance of the amended Agreement.

13. SEVERABILITY

If any part of this Agreement is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from this Agreement and the remaining provisions of this Agreement will otherwise remain in full force.

14. NO WAIVER

No delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

15. ASSIGNMENT AND TRANSFER

NUFIN may assign or transfer any of NUFIN's rights under this Agreement to any Person. You shall not assign or transfer your rights or obligations under this Agreement without NUFIN's prior written consent.

16. RIGHTS OF THIRD PARTIES

A Person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this Agreement.

17. ILLEGALITY

The provisions of this Agreement shall be severable and if any provision or part thereof of this Agreement shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provision hereof or the enforceability or validity of that or any other provision.

18. SUCCESSION

This Agreement will bind and benefit each Party's successors and personal representatives.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

19.2. Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction in relation to any claim, dispute or difference arising from or relating to this Agreement or any matter arising therefrom and each Party irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.