

# 소프트웨어 계약서 (software contract)

This software contract (this "contract") is made and entered by and between **RXO Co., Ltd.** and **Hekate**. **RXO Co., Ltd.** and **Hekate** are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS, the Parties are desirous to in good faith cooperate with each other to consistently seek mutual profit and to develop potential business opportunities. Now therefore, in consideration of the mutual premises and covenants contained herein, the Parties agree as follows;

## 1 Appointment and Acceptance

According to this contract, the term and subject to the conditions set out below;

- 1 Under joint agreement, **RXO Co., Ltd.** grants **Hekate** the right to purchase [ **AI Technology** ] at a cost of [ **50,000,000** ] USD for [ **10** ] years.
- 2 Cooperation on developing AI technology for Smart Cities and Smart Manufacturing Factories in Vietnam and Korea

## 2 Confidentiality

**Confidential Information** means all information disclosed in tangible / intangible form by each Party and marked or designated as confidential or proprietary at the time of disclosure. Parties agree that the matters contemplated by this contract, including, but not limited to, each party and the condition of provision 1 of this contract and the fact that this contract exists, are strictly confidential. Neither Party shall have the right to use any Confidential Information of the other Party for any purpose other than as contemplated in this contract. This article shall survive any termination or expiration of the Agreement.

## 3 Costs and Expenses

Each Party shall bear its own costs and expenses arising out of or in connection with the performance of its obligation hereunder, except described otherwise herein. In no event shall either Party have the right to claim any payment, reimbursements, loss of profit or damage whatsoever against the other Party.

## 4 Warranty

- 1 This contract warrants for [ **10** ] years as of the day signed and sealed by parties. The contract and any portion thereof shall be renewed before the validity period of [ **1** ] years by mutual agreement procedure. The statutory duty of provision 2 shall survive any termination of this Agreement until [ **10** ].
- 2 The Parties acknowledge and agree that except for provision 2 and 4 which shall constitute binding obligations of the Parties, this contract imposes no binding obligation on any Party. The objective of contract is to ascertain the cooperative intention.

## 5 Remarks

- 1 This contract and any portion thereof shall not be modified, amended, cancelled or altered in any way, except by an instrument in writing signed by both Parties.
- 2 The contract is written in Korean and English, and parties have each version of contract in Korean and English. contract in Korean has the same effect as the one in English.

IN WITNESS WHEREOF, the Parties have caused this contract to be signed and delivered by their respective duly authorized representatives as of the Effective Date.

**RXO Co., Ltd.**

Part Soon Jeong  
RXO Co., Ltd.  
Chairman



**Hekate**

Nguyen Van Minh Duc  
Hekate  
CEO