

MERCHANT AGREEMENT

- (1) **FLEURICA INTERNATIONAL PTE. LTD.** a company duly incorporated and registered in Singapore with Company Registration No. 201633195M and having its registered office at 1 Coleman Street #10-06 The Adelphi Singapore 179803 (the “**Company**”),

(each a “**Party**”; collectively the “**Parties**”).

BACKGROUND

- (A) The Company maintains and operates the Platform, and is in the business of providing the Services (each as defined below).
- (B) The Merchant is desirous of engaging the Company to provide the Services in accordance with the terms and conditions of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause 1 shall apply in this agreement.

Brand	: the trade name “Fleurica” and all related trade marks and logos which are used as a badge of origin or business indicators by the Company;
Business Day	: any day other than a Saturday, Sunday or a day gazetted as a public holiday under the Holidays Act (Cap 126);
Commencement Date	: the date of this agreement;
Confidential Information	: any information which is proprietary and confidential to the Company including but not limited to the terms and conditions of this agreement, any information concerning the organisation, business, finances, transactions or affairs of the Company, dealings of the Company, secret or confidential information which relates to the Company, the Company’s transactions or affairs, the Company’s technology, designs, documentation, manuals, processes, systems, budgets, financial statements or information, accounts, dealers' lists, customer lists, marketing studies, drawings, notes, memoranda and the information contained therein, any information therein in respect of trade secrets, technology and technical or other information relating to the development, manufacture, analysis, marketing, sale or supply or proposed development, manufacture, analysis, marketing, sale or supply of any products or services by the Company and information and material which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the Merchant alone;

Customer	: a consumer who accesses or uses the Platform, whether they maintain an account on the Platform or otherwise (except the Merchant);
Deliverer	: the delivery service vendor assigned by the Company to each delivery;
Delivery Point	: the address of the recipient of the Product(s) ordered by the Customer, as stipulated by the Customer in the Order;
GST	: value added tax chargeable under Singapore law for the time being and any similar additional tax;
Intellectual Property	: includes but is not limited to the Brand, all patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other rights subsisting or arising from such intellectual property, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
Merchant Content	: all marketing content submitted by the Merchant to the Company for the purposes of advertising and selling the Products, including but not limited to specifications of the Products, Product Prices, logos, pictures, videos, website address, social media links, and any and all social media content;
Order	: an order placed for a Product or Products by a Customer via the Platform;
Photography Guidelines	: the photography guidelines specified in Schedule 2;
Pick-up Point	: the address at which the Merchant's floral or florist business operates, or any other address as may be agreed between the Parties;
Platform	: the www.fleurica.com website and/or any other websites or mobile applications operating under the Brand;
Product Price	: in respect of a Product, the price payable by a Customer for that Product;
Products	: the products displayed, offered and/or advertised by the Merchant to Customers via the Platform (each, a " Product ");
S\$: Singapore Dollars, the lawful currency of the Republic of Singapore;

Services : the services provided by the Company in connection with the Platform, including but not limited to:

- (a) digital marketing, advertising and other marketing services;
- (b) operational support services;
- (c) logistics support via the Deliverer and the Platform;
- (d) payment collection and online support for the Merchant's Products and store on the Platform; and
- (e) any other service that the Company may provide from time to time in connection with the foregoing or with this agreement;

Services Fee : has the meaning ascribed to it in Clause 6.1 below; and

Term : the term of this agreement.

- 1.2 Clause, schedule and paragraph headings do not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to "writing" or "written" includes fax and email.
- 1.8 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.

2. TERM OF AGREEMENT

The Term shall commence from the Commencement Date and shall continue until terminated in accordance with this agreement.

3. PROVISION OF SERVICES

- 3.1 The Company shall, under the terms and conditions of this agreement, carry out the Services during the Term.

- 3.2 The Company shall, during the Term and at its sole and absolute discretion, approve and edit the Merchant Content for the purposes of carrying out the Services.
- 3.3 Each Party shall not:
- (a) unless otherwise agreed with the other Party expressly in writing, have authority to incur any expenditure in the name of or for the account of the other Party; or
 - (b) have any right or obligation to hold itself out as having authority to bind the other Party.
- 3.4 The Merchant acknowledges that the Company may in its sole and absolute discretion during the Term:
- (a) access all information and records in the Merchant's account, including but not limited to personal data and records of financial transactions saved in the Merchant's account, for the purposes set out in this Clause 3;
 - (b) investigate complaints regarding the Merchant and take any action the Company deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, the appropriate authorities or regulators and disclosing any information necessary or appropriate to such officials, authorities or regulators. If the Company in its sole discretion finds that the Merchant has breached any of the provisions of this agreement, the Company shall be entitled to terminate the Term with immediate effect, without notice to the Merchant and without refund to the Merchant of the Services Fee or any other fees or charges paid by the Merchant to the Company; and/or
 - (c) from time to time and without notice, change the Services in order to comply with any applicable statutory or regulatory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
- 3.5 The Parties jointly and severally acknowledge and agree that the Company is an independent contractor and that no partnership or agency or employment relationship has arisen by reason of this agreement.

4. OBLIGATIONS OF THE MERCHANT

- 4.1 The Merchant hereby consents irrevocably and unconditionally to, for the duration of the Term, grant to the Company:
- (a) a royalty free and non-exclusive licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the Merchant Content, the rights subsisting or arising Intellectual Property or other information submitted by the Merchant in any form, media or technology for promotional purposes; and
 - (b) a royalty free and non-exclusive licence to use and to reproduce the Merchant's Intellectual Property on any and all collaterals of the Company.

- 4.2 The Merchant acknowledges and agrees that the Company may use the Merchant Content and other submitted information as referred to in Clause 4.1 to display, offer or advertise the Products during the Term or for the purposes of market research.
- 4.3 During the Term, the Merchant undertakes unconditionally and irrevocably to:
- (a) open and maintain an account on the Platform for the display, offer and advertisement of the Products;
 - (b) be responsible for the day-to-day management and operation of the display, offer and advertisement of the Products on the Merchant's store on the Platform;
 - (c) accept or reject each Order within sixty (60) minutes from the time the Order is first successfully placed on the Platform;
 - (d) be responsible for the management and satisfaction of all Orders that the Merchant has accepted;
 - (e) provide any and all information as the Company may require in connection with the transactions contemplated herein;
 - (f) comply with all applicable laws and regulations, and obtain all relevant insurance policies in carrying out the transactions contemplated herein;
 - (g) comply with the Photography Guidelines;
 - (h) abide by the Company's decision on any dispute between the Merchant and any Customer;
 - (i) be responsible for managing and carrying out the representations made as part of the display, offer and advertisement of the Products and for handling all post-transactional customer service, feedback or complaints;
 - (j) maintain and stock adequate volumes of the Products so that the Merchant can meet Orders in a prompt manner and in accordance with the delivery timetables under this agreement or as otherwise agreed between the Parties or as promised to Customers;
 - (k) use its best endeavours to ensure that the Products sold are, at the time of pick up for delivery, not wilting and are fresh and able to withstand the delivery of the Products;
 - (l) ensure that all information provided by the Merchant to Customers through the Platform is valid, up-to-date and accurate. Such information shall include but is not limited to the following:
 - (i) applicable charges and fees;
 - (ii) contact information;
 - (iii) specifications of the Products (including photographs of each Product);

- (iv) opening and closing hours of the Merchant's store(s), including any "block-out" dates, during which the Products are not available for purchase and/or delivery on the Platform, or any dates on which the Merchant is otherwise unable to fulfil any Orders; and
 - (v) the redemption period for promotional items;
- (m) ensure that each Product delivered to a Customer matches the specifications and photographs displayed on the Platform;
- (n) ensure that the Merchant Content and the Products:
 - (i) do not contain any material which is defamatory of any person, or which is obscene, offensive, hateful or inflammatory;
 - (ii) do not promote any illegal activity, sexually explicit material, violence, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or otherwise ill-will and hostility amongst the users or general public of Singapore;
 - (iii) do not infringe any third party rights subsisting or arising from the Intellectual Property;
 - (iv) do not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (v) do not contain any content which, in the sole and absolute discretion of the Company, is likely to deceive, harass, upset, embarrass, alarm or annoy any person, or to be seditious, slanderous, libelous, treasonous, or criminal in nature;
 - (vi) do not threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - (vii) are not used to impersonate any person, or to misrepresent either Party's identity or affiliation with any person;
 - (viii) do not give the impression that the Merchant is associated or related with or has influence over the Company; and
 - (ix) do not advocate, promote or assist any unlawful act;
- (o) be responsible for all costs and expenses arising out of carrying out the transactions contemplated herein, unless provided otherwise in this agreement;
- (p) ensure that the Products are not advertised, offered or otherwise displayed on any other platform similar to the Platform, save for the Merchant's own website;
- (q) provide the same type and quality of Products or services to Customers as it generally provides to consumers of the general public or consumers on the Merchant's own website, and in particular the Merchant shall not:

- (i) disallow Customers from purchasing the Products during certain timings and/or days (i.e. no peak hours or blackout periods) past the stipulated limit on the Platform or as otherwise notified by the Company;
- (ii) charge Customers higher prices for any Product;
- (iii) charge consumers of the general public or consumers on the Merchant's own website prices lower than that stated for any Product; or
- (iv) inflate prices of its goods or services due to the provision of the Products; and
- (r) ensure that all its representatives, employees, contractors and agents are aware of and act in accordance with the terms of this Clause 4.

4.4 Breach of any of the provisions of Clause 4.3 shall entitle the Company to, without refund:

- (a) remove all or any of the Products from the Platform;
- (b) suspend the Merchant's right to display, offer or advertise Products on the Platform; and/or
- (c) terminate the Term.

4.5 The Merchant may, with the Company's express and written consent, amend or remove a Product from the Platform, provided always that the Merchant will honour any Orders for that Product where the Customer has already paid for such Product, regardless of whether the Merchant has received such payment.

4.6 The Merchant shall use best efforts to conduct all actions in connection with this agreement and the transactions contemplated therein, or otherwise any proceedings with the Company, in a manner that protects the integrity of the Company, the Brand and the Platform.

5. PAYMENT AND TRANSPORTATION

5.1 The Parties acknowledge that where a Customer places an Order, the Customer shall make payment of the Product Price for the ordered Product(s) directly to the Company via the Platform.

5.2 Once payment of the Product Price for the ordered Products has been received by Company, the Company shall as soon as reasonably practicable notify the Merchant of the following:

- (a) the Order reference number;
- (b) the Product(s) ordered by the Customer;
- (c) any special requests that have been made by the Customer in respect of such Product(s);
- (d) the delivery date and time of the Order;

- (e) the name of the recipient of the Order (if the Customer is not the recipient);
 - (f) the Delivery Point; and
 - (g) the name and address of the Customer.
- 5.3 The Merchant shall, as soon as reasonably practicable and in any case no later than thirty (30) minutes before the scheduled pick-up time by the Deliverer, ensure that the relevant Products are in a state ready for delivery at the Pick-up Point and in accordance with the Customer's special requests (if any).
- 5.4 The Company shall arrange for suitable pick-up for delivery by the Deliverer of the Products from the Pick-up Point to the Delivery Point. The Company shall update the status of the Order on the Platform upon the successful delivery of such Products.
- 5.5 The Company shall not, at any point in time, become the owner of any Products or of any other goods delivered by the Merchant to a Customer. The Company shall not be responsible for any damage sustained by or loss of any Product or any other goods of the Merchant during the delivery process or at any other time.

6. FEES AND EXPENSES

- 6.1 In consideration of the provision of Services by the Company, the Merchant shall pay to the Company the fees as set out in Schedule 1 (the "**Services Fee**"), and the Company shall, in accordance with Clause 6.2 below and upon the receipt of any payment of the Product Price for an ordered Product, deduct the Services Fee.
- 6.2 In respect of each delivery, and subject to Clause 6.3, once the Company has received confirmation from the Deliverer that the relevant Product(s) has or have been successfully delivered to and received by the relevant recipient, the Company shall make payment to the Merchant of the Product Price for such Product(s) by the first Business Day of the week immediately following the delivery, or within seven (7) Business Days, whichever is later, less the Services Fee.
- 6.3 Where the Company has received any complaint in connection with any sums paid by a Customer through the Platform or otherwise in connection with the Products, the Company shall be entitled to withhold payment to the Merchant until the Company has completed its investigations with respect to such complaint. Any disputes in relation to such payment shall be resolved in the manner set out in Clause 6.6.
- 6.4 Where the Merchant is liable to pay any fees to the Company in addition to the Services Fee, this clause 6.4 shall apply.
- (a) The Merchant shall pay any and all additional fees to the Company in accordance with the published rates as set out in Schedule 1, or as otherwise notified by the Company to the Merchant from time to time.
 - (b) Any and all such payments shall be made within seven (7) days of the payment deadline set out in Schedule 1 (or any other date as stipulated by the Company), and be received by the Company no later than the day on which such payment is required to be paid in immediately available and freely transferable funds.

- (c) All late payments by the Merchant to the Company shall bear interest at the rate of one per cent (1%) per month calculated monthly. Such late interest shall be compounded on a monthly basis. The Merchant shall reimburse the Company for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
 - (d) Any and all such payments shall be paid without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever unless required by law, in which event the Merchant shall simultaneously with the making of the relevant payment, pay the Company such additional amount as will result in the receipt by the Company of the full amount as would otherwise have been receivable. The Merchant shall supply to the Company promptly upon demand evidence satisfactory to the Company that the Merchant has accounted to the relevant authority for the sum withheld or deducted.
- 6.5 All payments to a Party hereunder shall be in S\$ and made by cheque or electronic transfer to (in the case of the Merchant) the Stripe account of the Merchant, or via any other mode as stipulated by the Company.
- 6.6 Any dispute in respect of payments due to the Merchant under this agreement will be resolved in accordance with this Clause 6.6:
 - (a) The Merchant shall notify the Company in writing of any dispute with any payments made by the Company to the Merchant under this agreement, along with a reasonably detailed description of the dispute within seven (7) days from the date that such payment was made by the Company. Payments for which no such timely notification is received shall be deemed accepted by the Merchant as true and correct and the Merchant shall not thereafter be entitled to raise any further disputes with such payments.
 - (b) The Parties shall seek to resolve all such disputes expeditiously and in good faith, and in any case, within thirty (30) days of the date the Merchant first notified the Company of such dispute. Where such dispute has not been resolved within this time frame, the dispute may be referred to the courts of Singapore in accordance with Clause 22.
 - (c) Notwithstanding anything to contrary, each Party shall continue performing its obligations under this agreement during any such dispute, including without limitation, payment by the Merchant of all undisputed amounts due and payable under this agreement.
- 6.7 For the avoidance of doubt, payment of the Services Fee does not entitle the Merchant to any membership or account on the Platform (if any).
- 6.8 The Merchant shall be responsible for any applicable taxes (including GST) in respect of the Products or the Services.

7. TERMINATION OR EXPIRY OF AGREEMENT

- 7.1 Either Party may terminate the Term by giving the other Party one (1) month's written notice, provided always that the Merchant may not terminate the Term within the first six (6) months of the Commencement Date.

7.2 Notwithstanding Clause 7.1, the Company may terminate the Term with immediate effect by giving written notice to the Merchant where:

- (a) the Merchant fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- (b) the Merchant commits a breach of any material term of this agreement (other than failure to pay any amounts due under this agreement) and, if such breach is remediable, fails to remedy that breach within a period of fourteen (14) days of being notified in writing to do so;
- (c) the Merchant repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the Merchant demonstrates, in the view of the Company, an inability to accept Orders or to satisfactorily fulfil Orders that the Merchant has accepted;
- (e) the Merchant commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Merchant with one or more other companies or the solvent reconstruction of the Merchant;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or bankruptcy of the Merchant other than for the sole purpose of a scheme for a solvent amalgamation of the Merchant with one or more other companies or the solvent reconstruction of the Merchant;
- (g) an application is made to court, or an order is made, for the appointment of a judicial manager or an administrator or if a notice of intention to appoint a judicial manager or an administrator is given or if a judicial manager or an administrator is appointed over the Merchant; or
- (h) the Merchant suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

7.3 For the avoidance of doubt, a breach of any of the limbs in Clause 7.2 is a material breach for the purposes of this Clause 7.

8. EFFECT OF TERMINATION OR EXPIRATION

8.1 Upon the termination of the Term, the Merchant shall:

- (a) immediately deliver to the Company all property and materials belonging to the Company which is in its possession or under its control;
- (b) irretrievably delete any information relating to the Company stored electronically which is in its possession or under its control;

- (c) continue to honour any Orders where the Customer has already paid for the ordered Product(s), regardless of whether the Merchant has received such payment;
 - (d) not be entitled to accept any further Orders; and
 - (e) not be entitled to a refund of the Services Fee or any other fees or charges that may have been paid by the Merchant to the Company.
- 8.2 Termination of the Term shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement, which existed at or before the date of termination.
- 8.3 The termination of the Term shall not affect the continuation in force of Clauses 8, 9, 10, 11 and 22 and/or any other clause of this agreement which is expressed or by its nature intended to continue in force notwithstanding the termination or expiry of the Term.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Merchant hereby acknowledges that all rights subsisting or arising from the Intellectual Property Rights relating to the Platform or Brand, including any derivatives or improvements of the same, belongs to or shall belong to the Company.
- 9.2 The Merchant undertakes:
- (a) not to register nor attempt to register any of the rights subsisting or arising from the Intellectual Property set out in Clause 9.1; and
 - (b) to do all acts necessary to confirm that absolute title in all rights subsisting or arising from the Intellectual Property set out in Clause 9.1 has passed, or will pass, to the Company.

10. CONFIDENTIALITY

- 10.1 The Merchant shall at all times use all reasonable endeavours to keep confidential any Confidential Information and shall not use or disclose any such Confidential Information except:
- (a) to his professional advisers where such disclosure is for a purpose related to the operation of this agreement;
 - (b) with the written consent of the Company;
 - (c) as may be required by law or governmental or other regulatory body, in which event the Merchant shall, if practicable, supply a copy of the required disclosure to the Company before it is disclosed and incorporate any amendments or additions reasonably required by the Company and which would not thereby prevent the Merchant from complying with the Merchant's legal obligations;

- (d) to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Merchant; or
 - (e) if the information comes within the public domain (otherwise than as a result of the breach of this Clause 10).
- 10.2 Upon termination of the Term, the Company may demand from the Merchant the return of any documents containing Confidential Information in relation to the Company by notice in writing whereupon the Merchant shall:
 - (a) return such documents; and
 - (b) destroy any copies of such documents and any other document or other record reproducing, containing or made from or with reference to the Confidential Information,save, in each case, for any submission to or filings with governmental, tax or regulatory authorities. Such return or destruction shall take place as soon as practicable after the receipt of any such notice.
- 10.3 Each Party shall, where applicable, ensure that it has complied with the prevailing requirements of the Personal Data Protection Act (No. 26 of 2012).

11. INDEMNITY AND LIMITATION OF LIABILITY

- 11.1 Nothing in this agreement limits or excludes the Company's liability for:
 - (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 11.2 Subject to Clause 11.1, the Company shall not be liable to the Merchant, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
 - (a) loss of agreements or contracts;
 - (b) loss of anticipated savings; or
 - (c) any indirect or consequential loss.
- 11.3 If the Company's performance of its obligations under this agreement is prevented, delayed or otherwise adversely affected by any act or omission of the Merchant, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Merchant that arise directly or indirectly from such prevention, delay or adverse effect.
- 11.4 The Company's total liability to the Merchant arising under or in connection with this agreement shall be limited to the equivalent of the total fees payable to the Merchant under this agreement.

- 11.5 The Merchant shall indemnify and hold the Company, the Company's affiliated and associated companies and their respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of the act, default or omission of the Merchant and/or any of its representatives, employees, contractors or agents.

12. WARRANTIES

- 12.1 Each Party warrants and represents to the other Party that:
- (a) the Party has full power and authority to enter into and perform its obligations under this agreement and such other agreements and arrangements referred to in this agreement; and
 - (b) the signing of this agreement and the performance of its obligations under this agreement will not result in a breach of any other agreement or arrangement to which it is a party; and
 - (c) the Party is not aware of any person having or intending to threaten or commence any proceedings to prohibit or otherwise challenge this transaction.
- 12.2 The Company makes no warranties or guarantees that the Merchant will obtain any commercial success through the sale of the Products(s) or the Merchant's participation on the Platform.

13. ENTIRE AGREEMENT

- 13.1 This agreement, and any documents referred to in it or executed contemporaneously with it, constitutes the whole agreement between the Parties and supersede all previous arrangements, understandings and agreements between them, whether oral or written, relating to their subject matter.
- 13.2 Each Party acknowledges that in entering into this agreement, and any documents referred to in it or executed contemporaneously with it, it does not rely on, and shall have no remedy in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents.

14. ASSIGNMENTS

The Merchant may not assign any of its rights or obligations under this agreement without the prior written consent of the Company.

15. VARIATION AND WAIVER

- 15.1 A variation of this agreement shall be in writing and signed by or on behalf of both Parties.

- 15.2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given.
- 15.3 A Party that waives a right in relation to another party, or takes or fails to take any action against that party, does not affect its rights against any other Party.
- 15.4 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 15.5 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.
- 15.6 Unless specifically provided otherwise, rights and remedies arising under this agreement are cumulative and do not exclude rights and remedies provided by law.

16. COSTS & EXPENSES

- 16.1 Each Party shall bear its own costs in connection with the negotiation, preparation, execution and performance of this agreement.
- 16.2 The Merchant acknowledges and agrees that where the Company commences any legal proceedings due to the Merchant's breach of this agreement, the Merchant shall indemnify the Company for all legal costs and expenses arising out of its breach.

17. GOOD FAITH

- 17.1 All transactions entered into between the Parties shall be conducted in good faith and on the basis set out or referred to in this agreement or, if not provided for in this agreement, as may be agreed by the Parties and, in the absence of such agreement, on an arm's length basis.
- 17.2 Each Party shall at all times act in good faith towards the other and shall use all reasonable endeavours to ensure that this agreement is observed.
- 17.3 Each Party shall do all things necessary and desirable to give effect to the spirit and intention of this agreement.

18. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore shall not under any circumstances apply to this agreement and any 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) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce this agreement or any of its terms.

19. SEVERANCE

- 19.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

20. NOTICE

- 20.1 Any notice given to a Party under or in connection with this contract shall be in writing and in English or accompanied by an accurate translation into English and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business; or
 - (b) sent by email to the most recent email address notified or used by the other Party.
- 20.2 Any notice under Clause 20.1 above shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the Business Day after posting; and
 - (c) if sent by email, at 9.00 am on the next Business Day after transmission.
- 20.3 This Clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. FURTHER ASSURANCE

Each Party shall promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Singapore.
- 22.2 In the event of any such dispute or claim (including non-contractual disputes or claims), the Parties agree to first engage in good faith negotiations to resolve such dispute or claim. If no resolution is reached within thirty (30) days of the date such dispute or claim was first notified by one Party to the other Party, the Parties irrevocably agree that the courts of Singapore have exclusive jurisdiction to settle the dispute or claim.