

GENERAL TERMS AND CONDITIONS

(Version 2026.02)

These General Terms and Conditions (“**General Terms**”) govern the sales and purchases of services from Xenith IG group of companies, including from Xenith IG Holdings Pte Ltd, Xenith IG Singapore Pte Ltd, Xenith IG Hong Kong Ltd, Xenith IG Australia Pty Ltd, PT XenithIG Indonesia Network and Xenith IG Malaysia Sdn Bhd (as applicable, “**Company**”) unless agreed otherwise.

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

Capitalised terms used in these General Terms are defined below. Unless otherwise defined, words having well known technical or trade meanings shall be construed accordingly.

Term	Meaning
“ Affiliates ”	with respect to a party, any firm, corporation, partnership, association, trust or other person or entity that directly Controls, is Controlled by, or is under common or joint Control with that party.
“ Agreement ”	has the meaning given in clause 2.1.
“ Anti-Bribery and Corruption Laws ”	the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, the United Nations Convention Against Corruption, the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, and any other anti-bribery or anti-corruption laws and regulations in any jurisdiction to which Customer or its Associates is subject, including rules and regulations relating to procurement issued by any Government Agency or international organisation to which Customer or its Associates is subject.
“ Anything of Value ”	any financial or other advantage or benefit, including any money, fees, gifts, entertainment, travel expenses, donations, business or employment opportunities.
“ Associates ”	with respect to a party, its Affiliates and their employees, directors, managers, officers, agents, and contractors. In respect of Customer, Associates include any direct and indirect customers, end-users and any person to whom Customer supplies services to using the Services.
“ Business Day ”	a day that is not a Saturday, Sunday or public holiday in the place where the Services are being performed.
“ Charges ”	the Recurring Charges, Non-Recurring Charges, Early Termination Charges, Late Charges and any Other Charges payable by Customer to Company under the Agreement.
“ Claim ”	any claim, demand, action or proceeding of any nature whatsoever.
“ Collection Fees ”	an administrative fee of 5% of the outstanding amount and any external legal fees or collection agency fees incurred by Company to recover outstanding Charges.
“ Company Affiliate ”	an Affiliate of Company.
“ Company Default ”	any of the following events: (i) Company is in material or persistent breach of the Agreement, such breach has a material adverse effect on the Services being provided by Company to Customer, and such breach remains uncured for more than 30 days from the date a written notice is provided by Customer to Company; or (ii) Company is subject to an Insolvency Event. If the breach is of a nature or involves circumstances reasonably requiring more than 30 days to cure (other than payment obligations), the time period shall be extended by a reasonable period

having regard to the nature of the breach provided Company proceeds diligently to cure the breach.

“Confidential Information”

all communications, correspondence, documentation, information, media, materials or data (in oral, written, graphic, electronic or any other form) which is disclosed or made accessible by or on behalf of a party or its Associates to another party or its Associates during or in connection with the negotiation or performance of the Agreement, whether expressly marked as confidential or not, including any information relating to a party's or its Associates' businesses, affairs, know-how, trade secrets, operations, assets, organisation, dealings (whether existing or proposed), business opportunities, business plans, forecasts, projections, financial information, suppliers, sponsors, customers, customer contact details, employees and officers, but excluding information which is in the public domain other than due to a breach of confidentiality by a party; or lawfully obtained by the receiving party from a different source in circumstances which do not impose a duty of confidence.

“Consumer Price Index”

(i) in respect of Services provided in Singapore, the Singapore Consumer Price Index published by the Singapore Department of Statistics; (ii) in respect of Services provided in Hong Kong, the Hong Kong Consumer Price Index published by the Hong Kong Census and Statistics Department; (iii) in respect of Services provided in Australia, the Australian Consumer Price Index (weighted average of eight capital cities) published by the Australian Bureau of Statistics; (iv) in respect of Services provided in Indonesia, the Indonesia Consumer Price Index published by the Indonesian *Badan Pusat Statistik* (Central Bureau of Statistics Indonesia) and (v) in respect of Services provided in Malaysia, the Malaysia Consumer Price Index published by the Department of Statistics Malaysia.

“Contract End Date”

in respect of each Service, the expiry date of the Service Term of that Service commencing from the Contract Start Date.

“Contract Start Date”

in respect of each Service, the commencement of the Service Term of that Service, being earlier of (i) the date the Service is first used by Customer (other than for Customer's testing of such Service prior to the notification date for acceptance or rejection); and (ii) the date Customer accepts or is deemed to have accepted the Service as being available for use in accordance the Agreement.

“Control”

the possession, directly or indirectly, of power to direct, or cause the direction of, the management or policies of a firm, corporation, partnership, association, trust or other person or entity, whether through ownership of voting securities, by contract or otherwise.

“Customer Affiliate”

an Affiliate of Customer.

“Customer Default”

any one of the following events: (i) Customer's failure to pay any amount to Company by the Due Date and such failure remains uncured for 5 days after receipt of written notice by Company to Customer that a payment is past due; (ii) Customer is in material or persistent breach of the Agreement, and such breach remains uncured for more than 30 days from the date a written notice is provided by Company to Customer; or (iii) Customer is subject to an Insolvency Event.

“Deposit”

any of the following: (i) a cash deposit; (ii) an irrevocable stand-by letter of credit from a financial institution and in a format acceptable to Company; or (iii) or such other assurance of payment from Customer that is acceptable to Company.

“Due Date”

30 days from the date of the relevant Company's invoice.

“Early Termination Charges”	the sum equal to the accelerated total of all Charges for the remaining term of the Service Order which is the subject of an Early Termination.
“Early Termination”	has the meaning given in clause 7.5.
“Force Majeure Event”	any event or circumstances beyond the reasonable control of Company or its Associates, including acts of God, fire, explosion, vandalism, flood, earthquake, lightning, storms or other similar catastrophes; any changes in laws; any action or delay of a Government Agency; any interference or damage to the Network or associated equipment and facilities; any acts or omissions of third party other than a Company Associate; any acts or omissions of a civil or military authority; national emergencies; epidemic, pandemic (including Covid-19), terrorism, insurrections, riots, civil disturbances, sabotage, wars, or strikes, lockouts, work stoppages or other labour disputes or difficulties.
“General Terms”	these General Terms and Conditions.
“Government Agency”	any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, ministry, commission, authority, tribunal or agency of any kind, whether at the national or local level.
“Government Official”	any officer, employee, agent or representative of any foreign or domestic government, government entity, government-owned or controlled entity or instrumentality, or any person acting in an official capacity, including any candidate, official or representative of a political party, or any officer, employee, agent or representative of any public international organisation.
“Insolvency Event”	in relation to a person: (i) the person is unable to pay its debts when they fall due; (ii) the person declares that it is or is regarded as bankrupt or insolvent under the law of the place of its incorporation; (iii) the person is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or being wound up; (iv) the person makes a general assignment, arrangement, scheme, moratorium or composition with its creditors or had a receiver appointed over any of its assets; (v) an order or any application is made to any court in connection with any of the above which is not stayed, withdrawn or dismissed within 14 days the order or application is filed or effective; or (vi) something having substantially similar effect as any of the above under applicable law.
“Late Charges”	the Late Payment Interest and Collection Fees.
“Late Payment Interest”	interest on the amount that is due and payable at a rate of 1.5% per month calculated from the time the amount should have been paid until the date of actual payment, compounded daily.
“Losses”	any liability, cost, expense, loss or damage, including legal and other professional costs in a Claim for Loss on a full indemnity basis.
“NDA”	the non-disclosure agreement between the parties or their Affiliates for the time being in force.
“Network”	Company's conduit and fibre optic communication network that is owned, licensed or leased by Company, and comprised of the innerducts and other conduit tubing, manholes, handholes, lateral extensions and cables located therein.
“Non-Recurring Charges”	the non-recurring charges for the Services as set out in the Service Order, including, installation charges, license fees, extra-ordinary charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and expedite fees as may be applicable.

“Other Charges”	any other charges payable by Customer under the Agreement or a Service Order, other than Recurring Charges and Non-Recurring Charges.
“Personal Data Protection Laws”	all applicable laws and regulations related to the protection of personal data, including the Privacy Act 1988 of Australia, the Personal Data (Privacy) Ordinance of Hong Kong (Cap 486), the Personal Data Protection Act 2010 of Malaysia, the Personal Data Protection Act 2012 of Singapore and the Personal Data Protection Law of Indonesia (Law No. 27 of 2022), as applicable.
“Personal Data”	data which is related to an identified or identifiable natural person and which is protected under applicable Personal Data Protection Laws, which may include identification numbers, biometric or financial information, or descriptions of physical or mental health conditions, political opinions and religious beliefs.
“Recurring Charges”	the predetermined charges applicable on a set recurring basis (i.e., monthly, quarterly, annually) for the Services as set out in the Service Order. Recurring Charges for partial periods will be pro-rated.
“Service Order”	an order placed by Customer through a “Service Order Form” (SOF) that is entered into by the parties from time to time.
“Service Order Date”	in respect of each Service Order, the date the Service Order is signed by the last party to do so.
“Service Supplement”	the Service Supplement for the relevant Service.
“Service Term”	in respect of each Service, the term of the Service as set out in the Service Order, as may be extended or renewed from time to time.
“Services”	any telecommunication and other services, products and equipment, provided by Company (which may include, licensed fibre, construction, maintenance and repair, in-building work, collocation and other related services) to Customer under the Agreement; as such Services are further detailed in the Service Supplement or Service Orders.
“Tax”	all forms of taxation and statutory and governmental, state, provincial, local governmental or municipal charges, excise, duties, contributions and levies, withholdings, deductions, surcharges and the like, and all related penalties, charges, costs, including value added tax, goods and services tax and other consumption tax.
“Termination Date”	in respect of each Service, the date the Service will be terminated (deactivated) and billing for the Service will cease, as agreed with Customer in accordance with the “Cancellation Form” issued under clause 7.3.

1.2. Interpretation

In the Agreement, unless the context otherwise requires:

- (a) headings and bold type are for convenience only and do not affect the interpretation of the Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;

- (d) other parts of speech and grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning;
- (e) references to a person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (f) a reference to a clause or annexure is a reference to a clause or schedule of or to these General Terms;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments, supplements, replacements or novations to or of that document; and
- (i) a reference to a party to a document includes that party's successors and permitted assigns.

1.3. Inclusive expressions

Specifying anything in the Agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4. Business Day

Where the time for doing any act or thing is not a Business Day, that act or thing must be done on or by the next Business Day.

1.5. No adverse presumption

No provision of the Agreement will be construed adversely to a party on the ground that the party was responsible for preparing the Agreement or that provision.

1.6. Language

All communications by the parties or their representatives under the Agreement must be in English.

2. AGREEMENT

2.1. Components of Agreement

- (a) The Agreement between Company and Customer comprises:
 - (i) the Service Order;
 - (ii) these General Terms; and
 - (iii) the Service Supplement.
- (b) In the event of inconsistency between the documents that comprises the Agreement, the conflict shall be resolved in the order of precedence as listed above.

2.2. Ordering and acceptance

- (a) Customer may from time to time place orders for Services by submitting a Service Order. These General Terms and the Service Supplement shall apply to the Service Order unless specified otherwise in the Service Order. Each Service Order will form a separate agreement between the parties to purchase the relevant Services.
- (b) Each Service Order shall identify (i) the specific Services to be provided; (ii) the Initial Term for the Service Order; (iii) the lead time from the Service Order Date required by Company for delivery of the Services ; and (iv) the Charges for the Services. A Service Order shall be effective on the Service Order Date.
- (c) If Company begins providing Services before entering into a Service Order, the Service Order shall be deemed effective from the date on which those Services are accepted by Customer and these General Terms and the Service Supplement shall apply to those Services.

3. TERM AND RENEWALS

3.1. Term of the Agreement

The term of the Agreement commences on the Service Order Date and continues for the Service Term as set out in the Service Order unless terminated earlier in accordance with the Agreement.

3.2. Renewal of the Agreement

Upon expiration of the Service Term, the Service Term shall automatically renew and continue on a yearly basis until terminated by either party giving the other not less than 90 days written notice of termination.

4. CHARGES

4.1. Recurring Charges

On the Contract Start Date of a Service Order, Company may invoice Customer the Recurring Charges in respect of the remainder of the month in which the Contract Start Date falls and the whole of the subsequent calendar month (the “**First Billing Period**”). Thereafter, Company may invoice Customer the Recurring Charges for each calendar month after the First Billing Period monthly in advance.

4.2. Non-Recurring Charges

Company may invoice Customer the Non-Recurring Charges on the Service Order Date or otherwise in accordance with the Service Order. Customer acknowledges and agrees that the Non-Recurring Charges are direct costs to enable Company to commence providing Services to Customer and shall not be refundable under any circumstances.

4.3. Other Charges

Any Other Charges applicable in respect of a Service Order shall be stated in the Service Order. Company may invoice Customer (i) the Other Charges in accordance with the Service Order; (ii) any other charges as permitted under the Agreement; and (iii) such other amounts incurred by Company and reasonably attributable to Customer in connection with the provision of the Services, including as a result of a Customer Default.

4.4. Payment

Customer shall pay each invoice no later than the Due Date without any set-off, deduction or withholding of any kind. If Company has not received any payment on or before the Due Date, without prejudice to any other rights under the Agreement or at law, Company shall be entitled to charge Customer Late Charges. Customer must ensure the full invoiced amount payable by Customer is received by Company, any bank fees and charges which may be imposed by any remitting or intermediary banks shall be payable by Customer.

4.5. Disputed invoices

If Customer wishes to dispute an invoice, Customer shall notify Company in writing of the invoice or quantum in dispute before the Due Date for payment. Customer shall pay all undisputed amount by the Due Date and may withhold the amount disputed in good faith. The due date for payment of the disputed amount shall be 7 days after resolution of the dispute. If Customer has paid an invoice and subsequently wishes to dispute any amount stated therein, Customer must within 3 months from the date of the invoice notify Company of the dispute in writing. Customer shall have no further right to challenge an invoice 3 months after the date of the invoice.

4.6. Adjustment to Recurring Charges

Recurring Charges shall be adjusted annually on each anniversary of the Contract Start Date by the greater of (i) 4%; and (ii) the cumulative increase in the Consumer Price Index.

4.7. Taxes

All charges for the Services are exclusive of Taxes, including value added tax, goods and services tax and other consumption taxes. Company is entitled to add to the amount otherwise payable an additional amount for the applicable Taxes. Where any amount payable by Customer under the Agreement is liable

for withholding for any Tax, the sum payable by Customer shall be increased by the amount necessary to ensure Company receives the full amount which Company would have received if no withholding had been made.

4.8. Deposit

To the extent deemed necessary by Company, including upon a Customer Default, Company shall be entitled to require a Deposit in respect of each Service Order from Customer as security for Customer's due and punctual performance of the Agreement. Company shall be entitled to determine the quantum of the Deposit in its sole discretion. Company shall be entitled to apply the Deposit towards any amount owed by Customer to Company.

5. WARRANTIES

5.1. General

Each party represents and warrants to the other party that:

- (a) it is a corporation duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (b) it has the corporate power to enter into and perform its obligations under the Agreement and to carry out the transactions contemplated by the Agreement;
- (c) it has taken all necessary corporate action to authorise the entry into and performance of the Agreement and to carry out the transactions contemplated by the Agreement;
- (d) the Agreement constitutes its valid and binding obligation; and
- (e) neither the execution and performance by it of the Agreement nor any transaction contemplated by the Agreement will violate in any respect any provision of its constituent documents or any other document, agreement or other arrangement binding on it or its assets.

5.2. Disclaimer

Each party acknowledges that:

- (a) it has relied on its own enquiries in respect of all matters relating to the Agreement and has not relied on any representation, warranty, condition or statement made by or on behalf of the other party other than as set out in the Agreement; and
- (b) any conditions or warranties which may otherwise be implied by law into the Agreement are expressly excluded to the extent permitted by law,

and each party releases the other party from all actions, claims, demands and liability (whether or not known) which it may have or claim to have, or but for this release, it might have had against the other party arising out of any representation, warranty, covenant or provision not set out or referred to in the Agreement.

5.3. Exclusion of warranties

Except as specifically set out in this clause 5, Company makes no warranty to Customer or any other person, whether express or implied, oral, statutory, or contractual, as to the installation, description, quality, merchantability, completeness, useful life, future economic viability, non-infringement or fitness for any particular purpose of the Network or any Services provided under the Agreement or described in the Agreement, or as to any other matter, all of which warranties are hereby expressly excluded and disclaimed.

6. SUSPENSION

6.1. Suspension by Company

Company may by written notice to Customer suspend the performance of all or part of the Services or the Agreement, if:

- (a) a Customer Default has occurred;
- (b) Company reasonably believes that Customer or any of its Associates is not complying with any applicable laws, including any standards, directives or guidelines as may be imposed by any relevant Government Agency;
- (c) Customer's failure to comply with any obligations under the Agreement creates an imminent risk of material interference with another person's use of the Network;
- (d) continued performance of the Agreement will cause an imminent risk of injury to any person or damage to any property; or
- (e) required to do so by any lawful order or direction of any Government Agency.

Notwithstanding any suspension as permitted by this clause, all Charges shall remain payable in accordance with the terms of the Agreement.

6.2. Recommencement

Company shall promptly recommence performance of the Agreement as soon as possible after the reason for suspension has been resolved.

7. TERMINATION

7.1. Company Default

Upon the occurrence of a Company Default, without waiving any of its rights or remedies, Customer may (i) terminate the affected Service Order(s) by giving Company no less than 30 days written notice in advance; or (ii) pursue any other rights or remedies provided under the Agreement or available at law.

7.2. Customer Default

Upon the occurrence of a Customer Default, without waiving any of its rights or remedies, Company may (i) suspend Services to Customer; (ii) suspend processing of any new Service Orders; (iii) apply or enforce Late Charges; (iv) require a Deposit; (v) terminate the Agreement and all Service Orders or the affected Service Order(s) between the parties; or (vi) pursue any other rights or remedies provided under the Agreement or available at law.

7.3. Termination for convenience

Customer may at any time terminate a Service for convenience by giving Company at least 90 days' prior written notice. Upon receiving a notice for termination of a Service, Company shall issue a "Cancellation Form" which will specify the Termination Date for Customer's acceptance. Company shall not be obliged to terminate a Service until Customer signs and returns the Cancellation Form. Customer shall pay Company an Early Termination Charge for any Early Termination in accordance with clause 7.5.

7.4. Effect of termination

With effect from the Termination Date of a Service Order, Company may disconnect the Services without further notice to Customer and Company will owe no further, duties, obligations under the Service Order to Customer. Customer shall not be entitled to refund for any Charges paid by Customer to Company other than for any pre-paid Recurring Charges for Services which have not been rendered as at the Termination Date. Termination of a Service Order shall be without prejudice to any accrued rights or remedies of either party.

7.5. Early Termination

If a Service Order is terminated early prior to the expiry of the Service Term for any reason other than a Company Default (“**Early Termination**”), an Early Termination Charge shall be immediately due and payable by Customer to Company on the Termination Date.

8. LIMITATIONS OF LIABILITY

8.1. Exclusion of consequential loss

Neither Company nor any of its Associates shall be liable to Customer or its Associates for any loss of revenues, loss of profits, business interruption, loss of business opportunities, or loss of goodwill, or any special, punitive, exemplary, consequential, or indirect losses or damages, whether or not arising from sole, joint or concurrent negligence, strict liability, violation of law, breach of contract, breach of warranty, or any other basis or theory, whether or not foreseeable and even if Company or any of its Associates has been advised of the possibility of such loss or damages.

8.2. Exclusion of liability

Under no circumstances shall Company be held responsible for:

- (a) any transmission over the Network by Customer or any person to whom Customer supplies services to using the Services;
- (b) any Claims or Losses from end-users of the Services, including arising from any termination of services between Customer and the end users with whom Customer have contracted with that relies, directly or indirectly, on the Services;
- (c) providing, repairing, maintaining or replacing any Customer or end-user terminal or network equipment;
- (d) maintaining, replacing or repairing any facilities which are constructed by Customer or any third party;
- (e) ensuring that the operation of Customer's network complies with all laws; or
- (f) any Losses arising out of any act or omission of Customer or its Associates.

8.3. Maximum liability

Company's liability under the Agreement for each Service shall be assessed independently on a Service-by-Service basis. Company's maximum aggregate liability under the Agreement shall be limited to the lesser of (i) the limitation of damages as provided under the Agreement; and (ii) an amount equal to three months of Recurring Charges for the affected Service(s).

8.4. Time limitation

Subject to clause 4.5, Company shall not be liable for any Claim by Customer unless a Claim is given by Customer to Company within one year of the date the relevant cause of action arose. Any failure by Customer to submit a Claim in accordance with this clause shall constitute a waiver of such Claim by Customer.

9. INDEMNITIES

9.1. Customer indemnity

Customer agrees to indemnify, defend, and hold harmless Company and its Associates from and against all Claims or Losses, howsoever caused, including fines or penalties, brought against, suffered or incurred by them arising from or related to (i) death or injury to any persons or damage to property arising out of the acts or omissions of Customer or its Associates; (ii) breach of any law, anti-bribery and corruption, intellectual property, sanctions or confidentiality obligations under the Agreement; (iii) any fraud, wilful misconduct or gross negligence of Customer or its Associates; and (iv) any failure by Customer to comply with any obligation under the Agreement.

9.2. Company indemnity

Company agrees to indemnify, defend, and hold harmless Customer from and against all third party Claims against Customer arising from or related to (i) death or injury to any persons or damage to property of any third party arising out of the acts or omissions of Company or its Associates; (ii) breach of any law, intellectual property, sanctions or confidentiality obligations under the Agreement; and (iii) any fraud, wilful misconduct or gross negligence of Company or its Associates.

9.3. Indemnification procedure

Each party shall promptly provide the other party with notice of any indemnification claim. An indemnifying party shall (i) defend such claim with counsel of its own choosing and (ii) if a settlement imposes any obligation or liability on an indemnified party, obtain the indemnified party's consent, which will not be unreasonably withheld, before settling or compromising any such claim.

10. FORCE MAJEURE

If either party is rendered wholly or partly unable to perform any of its obligations under the Agreement (other than the obligation to pay money) because of a Force Majeure Event, then such party will be excused from whatever performance is affected by the Force Majeure Event until the Force Majeure Event ceases. Any such suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event. The party claiming relief for a Force Majeure Event shall timely notify the other party, in writing, of any information received regarding the occurrence of the Force Majeure Event, the expected duration, and the cessation of such Force Majeure Event, and shall exercise commercially reasonable efforts to minimize the time of any delay attributable to such Force Majeure Event.

11. COMPLIANCE

11.1. Anti-bribery and corruption

Customer undertakes and warrants to Company that neither it nor any of its Associates acting in the performance of any business relationship in connection with the Agreement, has or will violate any Anti-Bribery and Corruption Laws. Without limiting the foregoing, Customer agrees not to, and must ensure its Associates will not, directly or indirectly give, offer, pay, promise, authorise or cause the payment of Anything of Value including bribes and facilitation payments to any Government Official, political party, lobbyist, non-profit organisation or any other person, including family members and close associates of any Government Official, for any unlawful purpose, including to influence official acts, decisions or omissions, induce any individual to act improperly in violation of his or her duty, or secure any improper advantage.

11.2. Sanctions

Customer represents and warrants that it and its Associates are not, and at all times during the term of the Agreement will not be (a) a business organised under the laws of a country subject to all applicable sanction or embargo laws and regulations, including trade and economic sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or other relevant sanctions authority ("**Sanctions Laws**"); or (b) owned, controlled by or acting on behalf of a party located in a country subject to Sanctions Laws or otherwise designated on any list of prohibited or restricted parties maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable authority.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. Governing law

The Agreement and any dispute relating to or in connection with the Agreement is governed by, and construed in accordance with the laws of Singapore, without giving effect to its principles for choice of law. Any dispute relating to or in connection with the Agreement shall be dealt with in accordance with this clause 12.

12.2. Negotiation

If a dispute arises, either party may by written notice to the other party refer the dispute to the senior representatives of the parties for resolution. The senior representatives shall negotiate in good faith with a view to resolving the dispute for a period of 30 days from the date of the notice. Each party shall ensure its senior representative has the authority to resolve the dispute.

12.3. Arbitration

Any dispute which cannot be amicably resolved by the senior representatives within the 30-day period in clause 12.2 may be referred to and finally resolved by arbitration under the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat and venue for the arbitration is Singapore. One arbitrator shall preside over the arbitration proceeding. The language used in the arbitration will be English. The laws of Singapore will govern this arbitration agreement.

13. GENERAL

13.1. Confidentiality

The existence and terms of the Agreement and any information disclosed or made accessible by or on behalf of a party or its Associates to another party or its Associates during or in connection with the performance of the Agreement are deemed Confidential Information. Without limiting the terms of any NDA between the parties, each party agrees to keep Confidential Information of the other party confidential, only use the Confidential Information for the purpose for which it was shared, and not directly or indirectly disclose or make available the Confidential Information to any person except to its Associates on a strictly need to know basis to the extent necessary to perform the Agreement or to comply with any mandatory disclosure requirements pursuant to any applicable law or requirement of any Government Agency or a recognised stock exchange.

13.2. Personal Data

Each party must comply with its Personal Data protection obligations in accordance with the applicable Personal Data Protection Laws with respect to any Personal Data collected, used, disclosed, accessed, processed or otherwise handled in connection with the Agreement. Where Personal Data is disclosed by a party to the other party in connection with the Agreement, the disclosing party agrees and undertakes that all necessary consents from the relevant individuals to whom the Personal Data relates either have been obtained, or at the time of disclosure will have been obtained, for the disclosure of their Personal Data to the receiving party for the purposes of performance and/or execution of the Agreement (the “**Permitted Purposes**”). The receiving party must not use the Personal Data for any purpose other than the Permitted Purposes.

13.3. Change in law

If any change in law has the effect of cancelling, changing or superseding any material term of the Agreement, then the Agreement shall be deemed modified in such a way as the parties mutually agree is consistent with the purpose of the Agreement and to comply with the change in law. Company may suspend the provision of any Services to comply with laws, changes in laws and orders of any relevant Government Agency.

13.4. Assignment

Customer shall not assign or novate its rights or obligations under the Agreement to any third party, without Company's prior written consent. Any attempt to assign or novate without Company's prior written consent will be void in each instance. Customer shall provide to Company all information and documents reasonably requested by Company (including credit information and financial statements) for Company to determine whether to grant its written consent to such assignment or novation.

13.5. Subcontracting

Company shall have the right to subcontract performance of the Agreement or any Service Order to a third party, provided such subcontracting shall not relieve Company of its obligations under the Agreement.

13.6. Title and lien

Notwithstanding any Services or possession or use of the Network, title to the Network always remains with Company. Customer shall not, and ensure its Associates, lenders, customers, contractors and suppliers do not, place or file any lien, claim, encumbrance or other security interests upon any part of the Network.

13.7. Rights of third parties

The Agreement is solely for the benefit of, and enforceable only by, the parties hereto, or their respective successors and permitted assigns. To the extent applicable, the parties explicitly exclude the application of the Singapore Contracts (Rights of Third parties) Act 2001 and the Hong Kong Contracts (Rights of Third parties) Ordinance (Cap. 623).

13.8. Waivers and remedies

Any failure to exercise or any delay in exercising any right, power or remedy provided by law or under the Agreement shall not operate to impair the same or be construed as a waiver or release thereof and no single or partial exercise of any such right, power or remedy shall prevent or preclude any further or other exercise of the same or the exercise of any other right, power or remedy. No waiver by any party of any requirement of the Agreement or of any remedy or right under the Agreement shall have effect unless given in writing and signed by such party. The rights, powers and remedies contained in the Agreement are cumulative and not exclusive of any rights or remedies provided by law except as otherwise expressly provided.

13.9. Notices

A notice or other communication to a party under the Agreement must be in writing and in English, signed by or on behalf of the sending party and addressed using the details set out in the Service Order. A notice must be given personally by hand, sent by professional express mail or courier, or by email to the nominated address. A notice is regarded as given and received when physically delivered to the nominated address or electronically by email two hours after the time the email was sent (as recorded by the sender's email system). A notice that is given on a non-Business Day or after 5:00 p.m. (addressee's time) on a Business Day will be regarded as given and received on the next Business Day.

13.10. Invalidity and enforceability

If any provision in the Agreement is held to be illegal, invalid or unenforceable, in whole or in part, then in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable or to the extent the foregoing is not possible, the provision shall apply with whatever deletion is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of the Agreement and the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

13.11. Survival

Clauses 1 (*Definitions and Interpretations*), 7 (*Termination*), 8 (*Limitations of Liability*), 9 (*Indemnities*), 12 (*Governing Law and Dispute Resolution*) and 13 (*General*) and any other rights or obligations which are expressed to or by their nature capable of or intended to have effect after the termination or expiry of the Agreement shall survive the termination or expiry of the Agreement.

13.12. Entire agreement

The Agreement embodies the entire agreement between the parties in respect of its subject matter and supersedes all previous agreements in respect of the same subject matter.

13.13. Amendment and Modification

Any amendments or modifications to the terms and conditions of the Agreement shall be agreed between both parties in writing and signed by the parties hereto.

13.14. Relationship of the parties

Company and Customer are independent contractors and nothing in the Agreement will be construed as creating an agency, partnership, joint venture or employment relationship between the parties. Except as expressly authorised in writing, neither party has any power or authority to bind the other party to any agreement or obligation, nor hold itself out to any third party as capable of doing so.

13.15. Counterparts and electronic signatures

The Agreement may be executed in any number of counterparts. A party may execute the Agreement by signing any counterpart. All counterparts together constitute one instrument. A party may execute the Agreement with an electronic signature by DocuSign, Acrobat Sign, scan in PDF format or any other electronic means acceptable to the parties. Any electronic signature document delivered by electronic means shall have the same legal effect, validity and enforceability as a manually executed signature.
