

TABSQUARE TERMS OF USE (“Terms”)

1. GENERAL TERMS AND CONDITIONS

This Agreement is made of (i) the Service Order, (ii) the Special Conditions, (iii) Statement of Work (if applicable), and (iv) Terms. If there is any conflict or ambiguity between the terms of the documents, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list. Acknowledgment by Tabsquare of a purchase order issued by the Client shall not constitute a binding contract between the parties. Any Client terms and conditions attached together with the purchase order shall not be applicable and will be rendered null and void.

2. DEFINITIONS

In these Terms, the following words and expressions shall have the following meanings, save where the context otherwise requires:

“**Background Intellectual Property**” means Intellectual Property to the Solutions and already owned by the party on the commencement of the Terms, or Intellectual Property created outside of the Terms after its commencement;

“**Hardware**” means PDA devices, tablets, kiosk machines, routers and/or other hardware manufactured by a third party preloaded with the Solutions;

“**Intellectual Property**” means patents (including patent applications, reissues, divisions, continuations and extensions), utility models, copyrights, trade secrets, trademarks, service marks, mask work rights, and any other form of intellectual property which protection of rights is afforded by law, under the laws of any jurisdiction or bi-lateral or multi-lateral international treaty regime;

“**Partner Services**” means the third-party services that complement and integrate with the Solutions, including but not limited to payment processing services.

“**SO**” or “**Service Order**” means the Service Order provided by Tabsquare to you;

“**Solutions**” means, including but not limited to the SmartTab / SmartWeb / SmartKiosk / SmartConnect solutions developed and owned by Tabsquare, including any upgrades, modifications and improvements from time to time in accordance with these Terms;

“**Special Conditions**” means special terms and conditions in relation to the Solutions, Hardware or other services that may be stipulated in the SO.

“**Tabsquare**” means Tabsquare entity, or Tabsquare entity referred to in the SO.

“**Tabsquare’s Partner**” means the third party providing the Partner Services.

3. GRANT OF LICENCE

3.1 Tabsquare hereby grants you a non-exclusive and non-transferrable right to use the Solutions in accordance with and subject to the terms and conditions of these Terms and the following conditions:

- (a) You shall not distribute, resell or permit any third party to use the Solutions or use the Solutions on behalf of or for the benefit of any third party;
- (b) You shall not modify, copy (except as provided under these Terms), reverse engineer, disassemble, translate or decompile, or create or attempt to create, by reverse engineering or otherwise, the whole or any part of the Solutions or any content in the Solutions; and
- (c) You shall use the Hardware at the location/outlet agreed and/or specified in the SO for commercial purposes only. Once installed You may not uninstall and re-install the Solutions from the Hardware without the prior written consent of Tabsquare.

4. PARTNER SERVICES

- 4.1 The Partner Services may entail being onboarded on and utilising such partners’ online platforms (“Partner Platforms”). In such case, the Partner Services and Partner Platforms will be made available to you via Tabsquare including using Tabsquare’s API integration services.
- 4.2 Where applicable, you may elect to participate in any Partner Services, and in such case you agree to:
 - (a) receive the relevant Partner Services;
 - (b) the creation of your personalised space, listing or microapp on any relevant Partner Platform (“Space”) and the featuring of your Space on such Partner Platform where applicable; and
 - (c) comply with the obligations set out in the terms and conditions relating to such partners and in connection with your participation in the Partner Services.

5. YOUR OBLIGATIONS

- 5.1 You shall:
 - (a) co-operate with TabSquare and each Tabsquare’s Partner in all matters relating to the services provided;
 - (b) provide, in a timely manner, such information, data or materials (“Materials”) as TabSquare require;
 - (c) be responsible for the maintenance of the Hardware at your outlets that includes undertaking necessary repair for damages to the Hardware and not install nor permit the installation of any other software, solutions or application onto the Hardware;
 - (d) not unreasonably prevent TabSquare or its authorised personnel from entering your premises for the purposes of performing TabSquare’s obligations under these Terms;
 - (e) remain fully responsible and accountable for fulfilling any and all orders placed by your customers for your products and services (“Orders”), whether via the Solutions and/or any Partner Platform, and you shall ensure that the terms of services and privacy policy are clearly communicate with your customers and that Tabsquare and Tabsquare’s Partner shall not be held responsible or accountable for the same or any reason whatsoever;

- (f) ensure that any terms of services and/or privacy policy which reflect on the Solutions, your Space or any Partner Platform are up-to-date and accurate;
 - (g) where applicable, ensure that you charge consumers the same price on the same or similar Order across all Partner Platforms or methods (including your physical outlets);
 - (h) ensure that you will work with Tabsquare and Tabsquare's Partner to provide a positive user experience;
 - (i) remain responsible for all disputes brought and/or claims or complaints made by any customer or entity against you in connection with the provision of your services through the Solutions, any Partner Platform or otherwise;
 - (j) represent the Solutions and Partner Services accurately and factually and not make any representations inconsistent with any information provided by Tabsquare and/or any partner to you;
 - (k) only work with approved payment processors for processing payment transactions for Orders received via Partner Platforms;
 - (l) not use any automated means or data scraping or extraction to access or collect information related to the Solutions or any Partner Platform;
 - (m) ensure that the information and content that you upload and display on the Solutions and/or any Partner Platform are up-to-date and relevant to your business;
 - (n) ensure that you provide a viable environment (whether virtual or physical) for the Solutions and Partner Services to run effectively in conjunction with your business; and
 - (o) not reject or refuse any Order (whether via Tabsquare Services and/or any Partner Platform) without good reason or proper justification.
- 5.2 You acknowledge that:
- (a) any Tabsquare's Partner may contact you from time to time, whether directly or through Tabsquare, for purposes relating to the Partner Services, and you agree to receive communications from Tabsquare's Partner in connection with the relevant the Partner Services and/or Partner Platform; and
 - (b) the use of the Hardware shall be subjected to the manufacturer's terms of use and warranties.
- 5.3 You represent and warrant that all Materials provided to Tabsquare are updated, complete, true, accurate information and shall not infringe upon, misappropriate or otherwise violate any Intellectual Property rights of any third party.
- 5.4 You shall indemnify and hold harmless Tabsquare and its affiliated companies and their shareholders, directors, officers, employees, licensees, against and from any and all claims or demands, causes of action, judgments, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) that result from (a) the breach of any of your warranties, representations, obligations or agreements in accordance with these Terms; or (b) infringement of a third party's rights (including any Intellectual Property rights in accordance with clause 13) arising out of, or in connection with, the receipt or use of your Materials by Tabsquare.

6. FEES, PAYMENT TERM AND TAXES

- 6.1 In consideration of your use of the Solutions, you shall pay to Tabsquare the subscription fees ("Subscription Fees") and/or all other payments set out in the SO. The fees for the Hardware will be stated in the SO as well ("Hardware Fees").
- 6.2 Upon signing of the SO, Tabsquare will forward to you an invoice in respect of the Subscription Fees and Hardware Fees payable by you to Tabsquare.
- 6.3 Tabsquare's Partners may charge certain fees and/or revenue shares or other monetisation commissions for providing Partner Services to you ("Partner Fees"), and you shall pay such Partner Fees as required by such Tabsquare's Partner. Where applicable, Tabsquare's Partner shall have the right to deduct such Partner Fees from the Collected Amount (as defined below). If you do not agree to pay such Partner Fees, you shall inform Tabsquare's Partner within 30 calendar days of being notified of such Partner Fees, and Tabsquare's Partner shall cease to make available the relevant Partner Services to you. If you do not inform Tabsquare's Partner within the 30-day time period and continue to use the Partner Services, you shall be deemed to have accepted and agreed to pay such Partner Fees.
- 6.4 In addition to the Subscription Fees and Partner Fees, Tabsquare will charge a transaction fee calculated as a percentage commission on the transaction value of each Order placed by customers via the Solutions as charges for processing the Orders and payments through the Solutions ("Transaction Fees"). The Subscription Fees and Transaction Fees, together with relevant payment instructions, are set out in the SO. Tabsquare may also impose additional fees for additional products or services from time to time, and will notify you in advance and in writing of such additional fees.
- 6.5 Unless otherwise specified in the SO, payment of the total invoice amount, without offset or deduction, is due 7 days from the invoice date. On any past due invoices, Tabsquare may charge interest from the payment due date to the date of payment at the rate of two percent per month (or the applicable statutorily mandated rate if the rate provided herein is deemed excessive), plus reasonable attorney fees and collection costs.
- 6.6 **Settlement:** Where applicable, for each settlement period as set out in the SO, Tabsquare's Partner will receive all amounts paid by customers on all Orders ("Collected Amount"). At the end of each settlement period, Tabsquare's Partner shall deduct the relevant Transaction Fees and any other applicable fees from the Collected Amount and pay the remainder to you via bank transfer to your nominated bank account. Tabsquare's Partner may also deduct the Subscription Fees, Partners Fees and any other amounts that remain outstanding from your side from this Collected Amount.
- 6.7 You shall be solely responsible for any matters relating to tax or additional fees arising from your use of the Solutions, Hardware and Partner Services. Where applicable, any

payout to you from Tabsquare may be subject to applicable tax laws including withholding, levies, duties or similar governmental assessments. Tabsquare agrees to notify you should any applicable tax be payable and the parties shall cooperate and use commercially reasonable efforts to take advantage of any applicable double taxation agreement or treaty to mitigate their tax risks.

7. REFUND

You shall promptly instruct Tabsquare if you intend to issue any refund of payment on any Order to any customer and Tabsquare shall carry out such refund in accordance with your instructions. In such event, Tabsquare shall not receive any commission in respect of such refunded Order. Where applicable, any fees payable by you to Tabsquare in respect of such refunded Order shall be pro-rated based on the amount refunded in proportion to the full value of the Order. Tabsquare reserves the right to charge a reasonable administrative fee for any refunds instructed by you. The refunded amount, together with any administrative fee, will be deducted from the Collected Amount and you are not entitled to receive any payment from Tabsquare on any refunded Order.

8. CHARGEBACKS AND REVERSALS

8.1 Tabsquare reserves the right at all times to:

- (a) impose a reserve of a defined percentage of the transaction value of any relevant Order, in the event Tabsquare reasonably suspects there to be chargebacks, reversals, and/or fraudulent Orders, which the reserve percentage will be agreed upon during an underwriting exercise; and
 - (b) delay or suspend payment to you subject to Tabsquare's completion of satisfactory checks (including anti-money laundering and countering the financing of terrorism) where applicable. Such reserve, delay or suspension shall be notified to you in writing as soon as reasonably practicable.
- 8.2 In the event of any successful chargeback or reversal on any Order, the amount that was charged-back or reversed, together with any charge-back or reversal fee imposed by the payment processor shall be deducted from the Collected Amount and you are not entitled to receive any payment from Tabsquare on any charged-back or reversed Order.

9. DISPUTED TRANSACTIONS

Tabsquare shall not entertain disputes by any customers or entity for claims of unsatisfactory services or Orders provided by you and you remain fully responsible for handling such disputes. Unless specifically agreed in writing otherwise, you shall bear the full liability for disputed services and Orders provided by you. Where an Order is subject to any form of claim, dispute, chargeback, partial or complete refund and Tabsquare has to investigate or handle such claim, Tabsquare may impose an additional administrative fee and may apply such part of the Collected Amount towards payment of its costs involved in such handling, including any refund of such disputed Order to the customer, fees for transaction processing and dispute handling,

and any additional fee imposed by external partners such as chargeback fees as well as investigation fees.

10. MAINTENANCE AND SUPPORT SERVICES

During the valid license period, Tabsquare shall provide remote maintenance of the Solutions to ensure efficient operations of the Solutions. You shall ensure that the Hardware is in good operating condition to enable the Solutions to function effectively. The on-site maintenance will be provided between 10.00am to 10.00pm from Monday to Saturday excluding public holidays. If your outlet is located outside of Singapore, in addition to Tabsquare's scale of charges, you shall be responsible for the travel and living expenses of the Tabsquare personnel providing the on-site maintenance service.

11. COMPLIANCES WITH LAW AND POLICIES

- 11.1 You shall at all times comply with all laws, rules and regulations applicable to you, the conduct of your business, the products and services you offer and the performance of your obligations under these Terms, including, without limitation, laws relating to anti-money laundering, data protection, privacy, consumer rights and electronics communications laws. In this respect, you agree to execute any documents and take any action reasonably necessary to demonstrate your compliance.
- 11.2 You shall comply with any and all reasonable policies which Tabsquare may notify to you from time to time in connection with the Tabsquare Services ("Tabsquare Policies").
- 11.3 You shall, at all times, comply with all relevant partner policies of every partner whose Partner Services you participate in, and any amendments or updates thereto ("Partner Policies"). You acknowledge that any breach by you of any Partner Policies may result in the relevant partner terminating its Partner Services to you with or without notice to you, and without the involvement of Tabsquare. You shall at all times remain responsible for your compliance with all relevant Partner Policies.
- 11.4 You also acknowledge that any Tabsquare's Partner may from time to time provide a new set of terms and conditions and/or policies ("New Partner Policies") relating to the Partner Services, and you agree to comply with all such New Partner Policies, and execute any documents and take any action reasonably necessary to give effect to such New Partner Policies.
- 11.5 For the purposes of Clauses 11.2, 11.3 and 11.4, Tabsquare may maintain an online repository containing all relevant Tabsquare Policies, Partner Policies and New Partner Policies, which is available at www.tabsquare.ai/policyrepository/ ("Policy Repository"). Tabsquare will reasonably endeavour to notify you in the event of any update to the contents in the Policy Repository, and notwithstanding this you agree and undertake to check the Policy Repository regularly and remain responsible for your compliance with all the relevant policies contained therein.

12. CONFIDENTIALITY AND USE OF INFORMATION

- 12.1 If either party receives from the other party written information marked "Confidential" and/or "Proprietary," the receiving party agrees not to use such information except in the performance of these Terms, and to treat such information in the same manner as it treats its own confidential information. The obligation to keep information confidential shall not apply to any such information that has been disclosed in publicly available sources; is, through no fault of the party receiving the confidential information, disclosed in a publicly available source; is in the rightful possession of the party receiving the confidential information without an obligation of confidentiality; or is required to be disclosed by operation of law. Except as otherwise provided herein, the obligation not to disclose shall be for a period of five years after the disclosure of the confidential information.
- 12.2 Tabsquare's servers automatically record information created by your use of the Solutions which Tabsquare may use to provide customised information, promotions and advertisements to your customers and create and develop new products and services that would be of interest to your customers. Tabsquare will not commercially deal with the information but may share the information with its business partners, subsidiaries and affiliates for the same or similar purposes.

13. INTELLECTUAL PROPERTY

- 13.1 Each party retains its rights in its Background Intellectual Property. Save and except as expressly provided in these Terms, nothing in these Terms shall be construed as granting by one party of any rights under any Intellectual Property owned by it, or to its confidential information, to the other party.
- 13.2 Tabsquare shall be deemed the sole owner of any Intellectual Property conceived, created, performed or produced in the performance by Tabsquare of the Solutions or arising out of these Terms and all Intellectual Property rights related thereto.
- 13.3 Tabsquare grants you a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy Tabsquare Intellectual Property rights for the purpose of receiving and using the Solutions for your business during the license period.
- 13.4 You shall grant Tabsquare a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify your Materials for the purpose of providing the Solutions, Partner Services and/or other additional services to you in accordance with these Terms.

14. TERM AND TERMINATION

- 14.1 These Terms shall commence and expire in accordance with the license period stated in the SO. You must have a valid license to use the Solutions and Hardware.
- 14.2 After the end of the initial term as stated in the SO, the license period will be automatically extended for consecutive periods for another 2 years ("Renewal Period")

unless terminated by either party on 90 days written notice prior to the end of each relevant Renewal Period.

- 14.3 In the event you terminate these Terms before the expiry of the initial term, you shall compensate Tabsquare the total Subscription Fees payable for the whole unexpired initial term and any other charges arising from and/or in connection with the termination of these Terms.
- 14.4 Notwithstanding the above, Tabsquare may terminate these Terms at any time without cause by giving 90 days written notice to you.
- 14.5 Except as otherwise provided in these Terms, either party may terminate these Terms by providing written notice to the defaulting party, if the defaulting party:
- (a) fails to perform any of its obligations under these Terms and fails to respond to such failure within 14 days after the date of a written demand by the other party to do so;
 - (b) commits an act which is or would be an act of insolvency;
 - (c) enters into any scheme of arrangement with its creditors; or
 - (d) ceases to carry on business.
- 14.6 Upon the termination or expiration of these Terms, your right to use the Solutions, Hardware and/or Partner Services shall forthwith terminate and you shall forthwith:
- (a) cease all use of the Solutions and Partner Services and unincorporate the Solutions from the Hardware;
 - (b) return to Tabsquare all information, data, material, Hardware (in good working condition) and other documentation supplied by Tabsquare to you under these Terms; and
 - (c) pay to Tabsquare the full amount of all monies due together with any interest (if any) within 30 days from the date of invoice.
- 14.7 Any termination for whatever reason shall not affect any liabilities incurred by or accrued to either party prior to the termination.
- 14.8 The expiry or termination of these Terms shall be without prejudice to any other rights or remedies which Tabsquare may be entitled to hereunder or at law.
- 14.9 **Termination of Partner Services by such Tabsquare's Partner.** You acknowledge that any partner may, at its sole discretion and without Tabsquare's involvement, suspend and/or immediately terminate the provision of any or all of its Partner Services to you. For the avoidance of doubt, Tabsquare shall not be liable to you for any claims arising out of or in connection with any partner's suspension and/or termination of Partner Services to you for any reason whatsoever.
- 14.10 **Termination of relationship between Tabsquare and any Tabsquare's Partner.** In the event that Tabsquare's underlying agreement with any partner expires or is terminated, which results in such partner ceasing to provide Partner Services to you, Tabsquare will endeavour to provide you with reasonable written notice of such termination where possible.
- 14.11 **Effect of Termination of Partner Services.** In the event of termination of any Partner Services to you, you shall cease to use such Partner Services and your obligations to such terminated Tabsquare's Partner only under these Terms

shall cease. These Terms and your obligations owed to Tabsquare and/or any other Tabsquare's Partner hereunder shall continue in force and effect unless and until these Terms are terminated in accordance with this Clause 14.

15. PUBLICITY

You agree that Tabsquare may identify you as its customer in its publicity and promotional materials, and that Tabsquare may refer to you in such materials by your trademarks, logos, and trade names and provide a brief description of your business. You agree to grant Tabsquare an irrevocable, non-exclusive, royalty-free, worldwide licence to use your trademarks, logos and trade names in materials produced by Tabsquare for such publicity and promotional purposes.

16. LIMITATION OF LIABILITY

- 16.1 Save for any liability of Tabsquare arising from any gross negligence, fraud, or willful or intentional misconduct on Tabsquare's part, Tabsquare shall not be liable to you for any claims, losses, disputes, suits or causes of action (collectively, "Claims") based on, or arising out of (i) these Terms, (ii) any loss, suspension or interruption of the Solutions, Hardware and/or Partner Services, (iii) the performance of services or other obligations and/or the exercise of rights under these Terms, (iv) any injury to property or otherwise, (v) any failure of Tabsquare's or any Tabsquare's Partner's website, platform or online service to operate, (vi) any errors in or in connection with Tabsquare's or any Partner's platform or website, (vii) any lack of access to Tabsquare's or any Partner's website, platform or online service, (viii) any breach of security resulting in loss of user data, or (ix) any loss arising from any use of any Tabsquare Services and/or Tabsquare's Partner Services.
- 16.2 Except as provided herein, in no event will Tabsquare, or its affiliates, independent contractors, employees, agents, or third-party partners, licensors, or suppliers be liable to you for any incidental, indirect, punitive, special or consequential damages (including lost profits or lost business opportunity) that you may incur or experience by reason of your having entered into or relied on these Terms, or arising out of the performance of these Terms.
- 16.3 Notwithstanding anything else contained in these Terms to the contrary, Tabsquare's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited to the fees paid by you to

Tabsquare for the twelve (12) months preceding the event giving rise to such liability.

17. GENERAL

- 17.1 Notwithstanding any other provisions of these Terms, Clauses 5, 11, 12, 13, and 16 shall survive the termination of these Terms.
- 17.2 These Terms represent the entire agreement between the parties and supersedes all prior discussions, agreements, and understandings. All modifications or variation of these Terms must be in writing and signed by both parties.
- 17.3 Nothing in these Terms shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Terms. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf.
- 17.4 Neither party shall transfer or assign any of its rights and obligations under these Terms without the other party's prior written consent.
- 17.5 Tabsquare shall not be responsible to you for any delay, interruption, or failure to perform all or part of its obligations under these Terms due fire, flood, earthquake, strike, labour dispute or other industrial action, war (whether declared or not), riot, insurrection, technical failure or any other circumstance or cause beyond the reasonable control of Tabsquare.
- 17.6 If any provision of these Terms or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable only to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Terms.
- 17.7 Any waiver of any provision of these Terms is ineffective unless it is in writing and signed by both parties. A waiver by either party in respect of a breach of a provision of these Terms by the other party is not a waiver in respect of any other breach of that or any other provision.
- 17.8 These Terms shall be governed by and construed in accordance with the laws of the country or state in which Tabsquare entity that is party to the Terms is domiciled, without regard to choice of law principles. You agree that any legal actions or proceedings arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of the country in which the Tabsquare entity that is party to the Terms is domiciled.