THESE GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENCE AGREEMENT ("THE GENERAL TERMS") SET OUT BELOW BETWEEN CYNOPSIS SOLUTIONS PTE. LTD. ("CYNOPSIS" OR "COMPANY") AND THE LICENSEE NAMED IN THE GENERAL OR DETAILED ORDER FORM ("LICENSEE") AND THE GENERAL OR DETAILED ORDER FORM (EACH, AN "ORDER FORM") (COLLECTIVELY, THE "AGREEMENT") SHALL FORM THE ENTIRE AGREEMENT BETWEEN CYNOPSIS AND THE LICENSEE IN RELATION TO THE SERVICES PROVIDED BY CYNOPSIS TO THE LICENSEE WITH EFFECT FROM THE DATE OF SIGNING STATED ON THE ORDER FORM.

(Each of Cynopsis and the Licensee is referred to as a "**Party**" and collectively as the "**Parties**").

Cynopsis has developed and owns the following Licensed Programs (as defined below) that perform various functions in respect of customer on-boarding, due diligence and transaction monitoring process automation as part of the broader AML (as defined below) and CTF (as defined below) requirements stipulated by relevant authorities globally:

o   **ARES** – Digital (non-face-to-face) onboarding automation (details of which are set out at Schedule 1)
o   **ARTEMIS** – E-KYC workflow automation (details of which are set out at Schedule 2)
o   **ATHENA** – Transaction monitoring automation (details of which are set out at Schedule 3)

(collectively, the "**Licensed Programs**")

Cynopsis has agreed to grant the Licensee access to the respective Licensed Programs as indicated in the Order Form and to grant to the Licensee the Licence (as defined below) to use the same and their associated documentation.

In granting the Licensee access to the respective Licensed Programs, Cynopsis may from time to time provide ancillary services in respect of these Licensed Programs which may include infrastructure, deployment, customisation and other support services (details of which are set out at Schedule 4) ("**Ancillary Services**"). The Order Form will set out the Ancillary Services which are to be provided and the fees for these Ancillary Services as set out in the Order Form shall, for the avoidance of doubt, form part of the Licence Fee (as defined below). The provision of the Ancillary Services is governed solely by and in accordance with the terms of this Agreement.

1.   **Definitions and Interpretation**

1.1   In the General Terms, unless the context otherwise requires, the following expressions have the following meanings:

"AML"   means anti-money laundering;

"**API**"   Application Program Interface;

"**Authorised Parties**"   has the meaning ascribed to it in Clause 11.3.1;

"**Authorised Recipient**"	has the meaning ascribed to it in Clause 13.3;
"**Business Day**"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Singapore;
"**Collective Data Parties**"	has the meaning ascribed to it in Clause 16.3;
"**Confidential Information**"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). This shall include, but not be limited to, information contained in the Licensed Program Materials;
"**CTF**"	means counter-terrorism financing;
"**Cynopsis Warranties**"	has the meaning ascribed to it in Clause 11.4;
"**Data**"	has the meaning ascribed to it in Clause 16.2;
"**Effective Date**"	has the meaning ascribed to it in the Order Form;
"**GUI**"	has the meaning ascribed to it in item 1 of Schedule 1;
"**Intellectual Property Rights**"	means: (a) intellectual property of whatever nature anywhere in the world and all rights pertaining thereto, whether registered or unregistered, including, without limitation any and all rights in any copyrights, patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, database rights, know-how, trade secrets, rights in designs and inventions; (b) rights under licences (including the Licence), consents, orders, statutes or otherwise in relation to a right in paragraph (a);

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(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) in any country or jurisdiction which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

"KYC"	means know-your-customer;
"Licence"	has the meaning ascribed to it in Clause 2.1;
"Licence Fee"	means the fee for the Licence provided under the General Terms and detailed in the Order Form and so invoiced;
"Licensed Program Materials"	means, collectively, the Licensed Programs, the Program Documentation and the Media;
"Licensed Programs"	has the meaning ascribed to it in the preamble;
"**Licensed Programs Output**"	has the meaning ascribed to it in Clause 6.3;
"Media"	means the media on which the Licensed Programs and the Program Documentation are stored or printed as provided to the Licensee by Cynopsis from time to time;
"**Notification Information**"	has the meaning ascribed to it in Clause 21.2;
"PDPA"	has the meaning ascribed to it in Clause 16.1;
"Program Documentation"	means the operating manuals, user instructions, technical literature and all other related materials supplied to the Licensee by Cynopsis for aiding the use and application of the Licensed Programs;
"**Purposes**"	has the meaning ascribed to it in Clause 16.2;
"**Renewed Term**"	has the meaning ascribed to it in Clause 3;
"**Schedules**"	have the meaning ascribed to them in Clause 5.1;
"**SDK**"	has the meaning ascribed to it in item 1 of Schedule 1;
"**SIBOR**"	means Singapore Interbank Offered Rate;
"**Term**"	has the meaning ascribed to it in Clause 3;

"Use the Licensed Program Materials"	means to read any or all parts of the Licensed Programs from any form of storage media, to load the Licensed Programs for the storage and/or running of the Licensed Programs, to read and possess the Program Documentation in conjunction with the use of the Licensed Programs and to possess the Media.

1.2 Unless the context otherwise requires, each reference in this General Terms to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "the General Terms" is a reference to the General Terms and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule annexed to the General Terms;

1.2.5 a Clause or paragraph is a reference to a Clause of the General Terms (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to the General Terms.

1.2.7 The headings used in the General Terms are for convenience only and shall have no effect upon the interpretation of the General Terms.

1.2.8 Words imparting the singular number shall include the plural and vice versa.

1.2.9 References to any gender shall include the other gender.

1.2.10 Words importing persons include firms, companies and corporations and vice versa.

2. Grant of Licence

2.1 Cynopsis grants to the Licensee a non-exclusive, non-transferable, non-sub-licensable and revocable licence ("**Licence**") to Use the Licensed Program Materials subject to this Agreement.

2.2 The Licensee shall Use the Licensed Program Materials for processing its own data for its own internal business purposes only.

2.3 The Licence shall not be deemed to extend to any programs or materials of Cynopsis other than the Licensed Program Materials unless specifically agreed to in writing by Cynopsis.

2.4 The Licensee acknowledges and agrees that it is licensed to Use the Licensed Program Materials only in accordance with the express terms of the Agreement and not further or otherwise.

3. Licence Term

The Licence shall commence on the Effective Date, and shall be effective for a minimum period of 12 months or such longer period as

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specified in the Order Form ("**Term**") **and will auto-renew for a further 12 months or such longer period as specified in the Order Form thereafter ("Renewed Term") unless terminated in accordance with any of the provisions of Clauses 14 and 15 or any other relevant Clause of the Agreement. Thereafter, the Licence will auto-renew for further Renewed Terms unless terminated in accordance with any of the provisions of Clauses 14 and 15 or any other relevant Clause of the Agreement.**

4. Payment

4.1   The Licence Fee shall be paid by the Licensee as provided in Order Form and payable in full immediately upon receipt of the invoice.

4.1.1   The Licence Fee and other charges payable under the Agreement are exclusive of any applicable GST and other sales tax, where relevant and applicable, which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.

4.1.2   Any charges payable by the Licensee under the Agreement in addition to the Licence Fee shall be paid immediately upon receipt by the Licensee of Cynopsis's invoice.

4.1.3   Cynopsis shall have the right to charge interest on overdue invoices at the rate of 2% per year above the base prevailing SIBOR, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.

4.1.4   No parts of the Licence Fee inclusive of any deposit paid shall be re-funded in the event of early termination by the Licensee regardless of the reason of termination, save for circumstances involving Cynopsis's wilful misconduct, fraud or gross negligence. For the avoidance of doubt, no part of the Licence Fee inclusive of any deposit paid shall be refunded to the Licensee if the Licensee fails to utilise the License for any reason whatsoever, including if the Licensee does not go live on or after the Effective Date.

5. Testing and Acceptance

5.1   The Licensee shall supply to Cynopsis immediately after installation of the relevant Licensed Programs, test data which in the reasonable opinion of the Parties is suitable to test whether the Licensed Programs function in accordance with the description in Schedule 1, Schedule 2, Schedule 3 and/or Schedule 4 (collectively, the "**Schedules**"), together with the results expected to be achieved by processing such test data using the Licensed Programs. Cynopsis shall not be entitled to object to such test data or expected results unless Cynopsis can demonstrate to the Licensee that such test data is not suitable for testing the Licensed Programs as aforesaid, in which event the Licensee shall make any reasonable amendments to such test data and expected results as Cynopsis may request. Subject to the receipt of such test data and expected results, Cynopsis shall process such data, in the presence of the Licensee or its authorised representative, using the Licensed Programs by way of acceptance testing within ten (10) Business Days after such receipt of both the test data and expected results at a time mutually convenient to both Parties.

5.2   Subject to Clause 5.3, the Licensee shall accept the Licensed Programs immediately after Cynopsis has demonstrated that the Licensed Programs have correctly processed the test data by achieving the expected results.

5.3   Subject to Clause 5.4, in the event of failure of the Licensed Programs to pass the tests referred to in Clause 5.1 Cynopsis shall, not later than ten (10) Business Days following notification of the relevant failure, at its own expense correct the errors in the Licensed Programs and notify the Licensee that it is ready to repeat the tests. Such tests shall be repeated within 14 Business Days after such notice at a time mutually convenient to both Parties.

5.4   In the event of failure of the Licensed Programs to pass the repeat tests referred to in Clause 5.3, the Licensee shall be entitled to terminate the Agreement pursuant to Clause 14.2 or alternatively, by notice to Cynopsis within 14 Business Days require Cynopsis to correct the errors in the Licensed Programs. Where such notice is provided, the provisions of Clause 5.3 shall, mutatis mutandis, apply.

5.5   Notwithstanding the above, installation of the Licensed Programs shall be deemed to be completed and the Licensed Programs shall be deemed to be accepted upon successful execution of the tests referred to above or when the Licensed Programs have been put into operational use, whichever is the earlier. The Effective Date in this regard shall be the date on which acceptance is deemed to have taken place.

6. Restrictions on Copying and Distribution

6.1   The Licensee shall not make any copy of the Licensed Program without the prior written consent of Cynopsis.

6.2   No copies may be made of the Program Documentation without the prior written consent of Cynopsis. Cynopsis shall provide the Licensee with a soft copy of the Program Documentation containing sufficient information to enable proper use of the Licensed Programs. If the Licensee requires further copies of the Program Documentation, such further copies may be obtained under licence from Cynopsis in accordance with its standard scale of charges from time to time in force.

6.3   Any output from the Licensed Programs including reports and supporting documents such as risk assessment and screening database search results ("**Licensed Programs Output**") must not be distributed, in any form, to parties other than the Licensee for any purpose other than customer onboarding and compliance with prevailing legal and regulatory requirements. For the avoidance of doubt, the Licensee may distribute Licensed Programs Output to parties other than the Licensee only for the purpose of customer onboarding and compliance with prevailing legal and regulatory requirements.

6.4   The Licensee shall permit Cynopsis to inspect and have access to any premises (and to the computer equipment located there) at or on which the Licensed Program is being kept or used, and have access to any records kept in connection with the Licence and/or this Agreement , for the purposes of ensuring that the Licensee is complying with the terms of the Licence and/or this Agreement, provided that Cynopsis provides reasonable advance notice to the

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Licensee of such inspections, which shall take place at reasonable times.

7. Restrictions on Alterations

7.1   The Parties acknowledge that the Licensed Programs may be modified from time to time by Cynopsis in response to regulatory changes [or business requirements], as the case may be.

7.2   The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Licensed Program Materials in any manner without Cynopsis's prior written consent.

8. Security and Control

The Licensee shall during the continuance of the Licence:

8.1   Effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;

8.2   Retain the Licensed Program Materials and all copies thereof under the Licensee's effective control; and

8.3   Maintain a full and accurate record of the Licensee's copying and disclosure of the Licensed Program Materials and shall produce such record to Cynopsis on request from time to time.

Cynopsis shall during the continuance of the Licence:

8.4   Effect and maintain adequate security measures to safeguard the Licensed Program from access or use by any unauthorised person;

8.5   To the extent practicable, effect appropriate encryption technology and segregation of the Licensee's data from other data in possession by Cynopsis as described in the Schedules.

9. Cynopsis's Proprietary and Intellectual Property Rights

9.1   The Licensed Program Materials and all other Intellectual Property Rights of whatever nature which now or in the future subsist in the Licensed Program Materials are and shall remain the exclusive property of Cynopsis.

9.2   The Licensee shall notify Cynopsis immediately if the Licensee becomes aware of any unauthorised use or disclosure of the whole or any part of the Licensed Program Materials by any person.

10. Intellectual Property Claims and Disputes

10.1   The Licensee irrevocably agrees that Cynopsis shall bear no liability whatsoever for any Intellectual Property Rights claim resulting from the Use of the Licensed Program Materials in combination with any other equipment or programs not supplied or approved by Cynopsis or any modification of any item of the Licensed Programs by a party other than Cynopsis or its authorised agent.

11. Warranties

11.1   Cynopsis warrants that for one (1) calendar month following the Effective Date:

11.1.1   The Licensed Programs will provide the functions set out in the Schedules ; and

11.1.2   The Program Documentation will provide adequate instructions to enable the Licensee to make proper use of such facilities and functions;

11.2   Cynopsis warrants that in fulfilling its obligations under the Agreement it will utilise standards of care and skill commensurate with those currently prevailing in the software industry and that all its employees will have the qualifications and experience appropriate for the tasks to which they are allocated.

11.3   Cynopsis warrants that:

11.3.1   it and its employees; and

its authorised agents, independent contractors and subcontractors ("**Authorised Parties**") are aware of the requirement to, take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote software is generally available are coded or introduced into the Licensed Programs.

11.4   If Cynopsis receives written notice from the Licensee after the Effective Date of any breach of the warranties in Clause 11.1 to 11.3 ("**Cynopsis Warranties**"), Cynopsis shall at its own expense and within 14 Business Days after receiving such notice remedy the defect or error in question.

11.5   When notifying a defect or error, the Licensee shall (so far as it is able) provide Cynopsis with a documented example of such defect or error.

11.6   The Cynopsis Warranties shall be subject to the Licensee complying with its obligations under the Agreement and shall also be subject to the limits and exclusions of liability set out in Clause 12. In particular, the Cynopsis Warranties shall not apply to the extent that any defect in the Licensed Programs arose or was exacerbated as a result of:

11.6.1   Incorrect use, operation or corruption of the Licensed Programs;

11.6.2   Any unauthorised modification or alteration of the Licensed Programs; or

11.6.3   Use of the Licensed Programs with other software or on equipment with which it is incompatible.

11.7   To the extent permitted by applicable law, Cynopsis:

11.7.1   Disclaims all other warranties with respect to the Licensed Programs, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;

11.7.2   Makes no warranty that the Licensed Programs are error free or that the use thereof will be uninterrupted and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of the Agreement;

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11.7.3   will pass on to the Licensee the benefit of any third party warranty supplied by a third party manufacturer or supplier, subject to the terms of Cynopsis's agreement with such third party

11.8   The Licensee warrants that it:

11.8.1   has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;

11.8.2   will use the Licensed Program Materials only in compliance with the Agreement;

11.8.3   will not allow the Licensed Program Materials to become the subject of any charge, lien or any other encumbrance of any kind whatsoever;

11.8.4   will not do or omit to do anything which may cause Cynopsis to lose any licence(s), authority, consent or permission on which it relies for the purposes of conducting its business; and

11.8.5   will not challenge Cynopsis's title to any of the Intellectual Property Rights which now or in the future subsist in the Licensed Program Materials.

12.   Liability

12.1   Cynopsis shall at its sole discretion, during the Term and Renewed Term, severally maintain necessary professional negligence insurance cover in respect of its liabilities arising out of or connected with the Agreement.

12.2   Cynopsis's aggregate several liability for any and all claims arising in relation to breach of any terms in the Agreement, including breach of any Cynopsis Warranties, shall not exceed 100% of the total amounts paid by the Licensee to Cynopsis in connection with the Agreement during the 12 months preceding the date on which the claim arose.

12.3   Notwithstanding anything to the contrary, neither Party shall be liable to the other for any indirect and/or consequential loss or damage of any kind, including without limitation any special, punitive or incidental loss or loss of business.

12.4   Cynopsis makes no warranty or representation about and disclaims all liability for the accuracy, completeness, currency or lawfulness of any information originating from external Internet sites, press and public sources.

12.5   The Parties acknowledge and agree that all the limitations contained in this Clause are reasonable in the light of all the circumstances.

12.6   To the extent permitted by law, all liability that is not expressly assumed in the Agreement is excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. Nothing in the Agreement shall exclude or limit liability for fraudulent misrepresentation.

13.   Confidentiality

13.1   All Parties undertake that, except as provided by Clause 13.2 or as authorised in writing by the other Party, they shall at all times during the continuance of the Agreement and for five (5) years after its termination:

13.1.1   keep confidential all Confidential Information;

13.1.2   not disclose any Confidential Information to any other party;

13.1.3   not use any Confidential Information for any purpose other than as contemplated by the Agreement;

13.1.4   not make any copies of, record in any way or part with possession of any Confidential Information; and

13.1.5   ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause 13.

13.2   Subject to Clause 13.3, either Party may disclose any Confidential Information to:

13.2.1   any of their Authorised Parties;

13.2.2   any party appointed to maintain the Licensed Programs that are being used (within the terms of the Licence);

13.2.3   any governmental or other authority or regulatory body; or

13.2.4   any of their employees or officers or those of any party described in Clauses 13.2.1 to 13.2.3;

13.3   Disclosure under Clause 13.2 may be made only to the extent that is necessary for the purposes contemplated by the Agreement, or as required by law. In each case the disclosing Party must first inform the recipient referred to in Clause 13.2.1 to 13.2.4 ("**Authorised Recipient**") that the Confidential Information is confidential. Unless the recipient is a body described in Clause 13.2.3 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the Authorised Recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

13.4   Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.

13.5   When using or disclosing Confidential Information under Clause 13.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.

13.6   The provisions of this Clause 13 shall continue in force in accordance with their terms for five (5) years after termination, notwithstanding the termination of the Agreement for any reason.

14.   **Renewal & Termination**

14.1   **At the end of the Term the Licensee hereby agrees to renew its subscription for the Renewed Term on the same terms unless prior written notice has been given to Cynopsis no later than 60 days before the expiry of the Term, and this Agreement shall apply to each and every Renewed Term.**

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14.2   If:

14.2.1   either Party is in material breach of any of its warranties or its obligations under the terms of this Agreement (which for the avoidance of doubt excludes a breach of confidentiality), and, where capable of remedy, it fails to remedy such breach within 30 days of written notice being given by the other Party which refers to this Clause, specifies the breach and requires its remedy; or

14.2.2   either Party enters into any composition or arrangement with its creditors or enters into liquidation whether compulsory or voluntary, or has a receiver or administrative receiver appointed over all or any part of its assets or undertaking or an administration order is made in relation to it; or

14.2.3   Clause 18.2 is triggered,

then the other Party may at any time terminate this Agreement with immediate effect by giving written notice to the first Party.

14.3   The Licensee may terminate this Agreement with immediate effect on giving written notice to Cynopsis if any of the following event occurs and (in the case of a breach or occurrence capable of being remedied), if Cynopsis has failed, within 14 Business Days after the receipt of a request in writing from the Licensee to do so, to remedy such breach or occurrence:

14.3.1   Cynopsis becomes insolvent, goes into liquidation, receivership or judicial management;

14.3.2   there has been a breach of confidentiality by Cynopsis or their subcontractors that affect the Licensee or the Licensee's customers; or

14.3.3   the Licensee is prevented from conducting any audits or obtaining any reports and findings made on Cynopsis;

14.3.4   the Licensee is prevented from assessing Cynopsis's compliance with this Agreement;

14.3.5   the Licensee is directed by the relevant authority or regulatory body to terminate this Agreement as Cynopsis has failed to comply with all applicable laws and regulations.

14.3.6   Cynopsis's wilful misconduct, fraud or gross negligence.

15.   **Consequences of Termination**

15.1   Any expiry or termination of the Agreement (howsoever occasioned) shall not affect the coming into force or the continuance of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination, which for the avoidance of doubt includes Clause 4.1.4.

15.2   Expiry or termination of this Agreement for any reason shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination, and rights to terminate this Agreement shall be in addition to every other remedy or right now or hereafter existing including the right to recover damages.

15.3   Upon termination for any reason:

15.3.1   all licences granted under this Agreement including the Licence shall immediately terminate without requiring any further actions;

15.3.2   the Licensee shall cease all activities authorised under this Agreement;

15.3.3   the Licensee shall immediately pay to Cynopsis any sums due to Cynopsis under this Agreement; and

15.3.4   the Licensee shall immediately destroy or return to Cynopsis (at Cynopsis's option) all copies of the Licensed Program Materials then in its possession, custody or control and, in the case of destruction, certify to Cynopsis that it has done so.

16.   **Data Protection and Security**

16.1   The Parties undertake to comply with the provisions of the Personal Data Protection Act 2012 (No. 26 of 2012) ("**PDPA**") and any related legislation in so far as the same relates to the provisions and obligations of the Agreement.

16.2   The Licensee acknowledges, and agrees, in relation to personal data as defined in the PDPA that is provided to Cynopsis (collectively "**Data**"), that the Company may collect, use and/or disclose such Data for the purposes of providing the Licensed Programs, managing the relationship with the Licensee, assigning, subcontracting or outsourcing any part of the Licensed Programs, and complying with all applicable policies, laws and regulations, and meeting any obligation or requests from governmental entities, including AML and CTF obligations ("**Purposes**"). Unless otherwise provided in the PDPA, Cynopsis may use or disclose any Data without notice to the Licensee if Cynopsis consider the Data to be required or desirable in respect of any applicable policy, law, regulation, government entity, regulatory authority or similar, or as Cynopsis deems necessary.

16.3   In respect of any Data about the Licensee's employees, clients and/or Authorised Parties ("**Collective Data Parties**") provided to Cynopsis by or on behalf of the Licensee, the Licensee represents and warrants that it has obtained all relevant consents for the collection, use and disclosure of such Data for the Purposes.

16.4   Cynopsis shall implement industry standard security controls in its design, deployment and maintenance of its Licensed Programs including the collection, processing, encryption, storage, backup and destruction of any data supplied by the Licensee to Cynopsis via the use of the Licensed Programs.

16.5   Cynopsis shall put in place reasonable security measures to protect the Data in its possession or control by preventing: (i) unauthorised access, collection, use, disclosure, copying, modification or disposal or similar risks; and (ii) the loss of any storage medium or device on which the Data is stored. Cynopsis shall further cease to retain the Data as soon as it is reasonable to assume that the purposes for which that Data was collected is no longer being served by retention of the Data, and retention is no longer necessary for legal or business purposes.

17.   **Access by Licensee and Relevant Primary Regulatory Authority**

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17.1 Without prejudice to the laws of Singapore, Cynopsis hereby undertakes to allow the Licensee to conduct audits on Cynopsis and their Authorised Parties, whether by its internal or external auditors, or by agents appointed by the Licensee; and to obtain copies of any report and finding made on Cynopsis and their Authorised Parties, whether produced by Cynopsis's and their Authorised Parties' internal or external auditors, in relation to this Agreement and to allow such copies of any report or finding to be submitted to the relevant primary regulatory authority that regulates the Licensee.

17.2 Without prejudice to the laws of Singapore, Cynopsis further undertakes to allow the relevant primary regulatory authority that regulates the Licensee, or any agent appointed by such authority, where necessary or expedient, to exercise the contractual rights of the Licensee to access and inspect Cynopsis and their Authorised Parties, to obtain records and documents of transactions, and information of the Licensee and/or the Collective Data Parties given to, stored at or processed by Cynopsis and their Authorised Parties, and the right to access and obtain any report and finding made on Cynopsis and their Authorised Parties, whether produced by Cynopsis and their Authorised Parties' internal or external auditors, in relation to this Agreement. For the avoidance of doubt, subject to anything to the contrary in the PDPA, "information" shall include Data.

17.3 Cynopsis hereby indemnifies and hold the relevant primary regulatory authority of the Licensee, its officers, agents and employees harmless from any liability, loss or damage to Cynopsis and their Authorised Parties arising out of any action taken to access and inspect Cynopsis or their Authorised Parties pursuant to this Agreement.

18. Force Majeure

18.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes or other acts of god, acts of terrorism, acts of war, governmental action, pandemics or any other event that is beyond the control of the Party in question.

18.2 If such circumstances continue for a continuous period of more than 90 Business Days, either Party may terminate the Agreement with immediate effect by written notice to the other Party.

19 No Agency or Partnership

This Agreement shall not 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 the Agreement.

20 Severance

The Parties agree that, in the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that provision/ those provisions shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

21 Notices

21.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been duly given:

21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

21.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

21.2.3 on the fifth (5th) Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or

21.2.4 on the tenth (10th) Business Day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party ("**Notification Information**"). If there is a change in a Party's Notification Information, the Party shall inform the other Party within three (3) Business Days of such change.

22 Successors and Assignees

22.1 Subject to Clause 23.1, the Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assignees, and references to a Party in the Agreement shall include its successors and permitted assignees.

22.2 Subject to Clause 23.1, references in the Agreement to a Party include references to a person:

22.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that Party's rights under the Agreement (or any interest in those rights); or

22.2.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights,

and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or passed to as a result of a merger, division, reconstruction or other reorganisation involving that Party. For this purpose, references to a Party's rights under the Agreement include any similar rights to which another person becomes entitled as a result of a novation of the Agreement.

23 Nature of the Agreement

23.1 The Agreement is personal to the Parties and neither Party may assign, mortgage, or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.

23.2 Cynopsis may from time to time vary, modify or amend these terms and conditions as its reasonable discretion, think fit and the Licensee shall be bound by such variations and amendments.

23.3 The Agreement contains the entire agreement between the

CYNOPSIS SOLUTIONS PTE. LTD. (201407340G)

164 KALLANG WAY, SOLARIS @ KALLANG 164, #03-07, SINGAPORE 349248

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Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.4   Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

23.5   No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

24   Costs and Expenses

Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of the Agreement.

25   Set-off

Where either Party has incurred any liability to the other Party, whether under the Agreement or otherwise, and whether such liability is liquidated or unliquidated, each Party may set off the amount of such liability against any sum that would otherwise be due to the other Party under the Agreement.

26   Applicability of the Contracts (Rights of Third Parties) Act (Chapter 53B) Singapore

Save for the parties referred to in Clause 22, the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to the Agreement and any person who is not a party to the Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in the Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce the Agreement or any of its terms.

27   Governing Law and Jurisdiction

27.1   The Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the laws of the Republic of Singapore.

27.2   In relation to any legal action or proceedings arising out of or in connection with the Agreement, each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of the Republic of Singapore, and irrevocably waives any objection on the grounds of *forum non conveniens*.

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SCHEDULE 1

LICENSED PROGRAM - ARES:

1. Data Input

● Graphical user interface ("**GUI**") of digital non-face-to-face onboarding automation platform

● Allows users to input their information for due diligence purposes

● Modular software development kit ("**SDK**") available as required

2. Data Process

● Automation of data form collection including document upload functionality

● Includes liveness test capability

● Addition of mobile phone verification

● Integration with ARTEMIS (as described in Schedule 2)

3. Reporting and Record Keeping

● Production of records that are transmitted to and stored in ARTEMIS (as described in Schedule2)

4. Consumption of Credits

● All consumption of credit shall be strictly referred to and governed by the terms specified in the corresponding Sales Order form

SCHEDULE 2

LICENSED PROGRAM - ARTEMIS:

1. Data Input
● GUI of e-KYC due diligence automation platform
● Individual data upload and data management tools
● API (charges may apply)

2. Data Process
● Full case management tool that manages end-to-end customer on-boarding process
● Automation of AML / CTF, risk assessment, risk scoring and risk rating and bucketing of customers
● Integration of customer screening for politically exposed persons / sanction / adverse media powered by global database into the automated KYC process
● Creation of internal restricted list for screening
● Integration of internet search results
● Digital repository of customers' static data and profile
● Electronic repository and documentation of work done with time-stamping and audit-trail
● Diarising of on-going due diligence triggers
● Batch upload capability

3. Reporting and Record Keeping
● Production of fixed template management reports

4. Consumption of Credits
● All consumption of credit shall be strictly referred to and governed by the terms specified in the corresponding Sales Order form

SCHEDULE 3

LICENSED PROGRAM - ATHENA:

1. Data Input
● GUI of transaction monitoring platform
● Individual data upload and data management tools
● API for data input

2. Data Process
● Processing of transaction data through pre-defined rules set to identify suspicious and unusual transaction patterns
● Case management tool for record of work done

3. Reporting and Record Keeping
● Production of fixed template management reports

4. Consumption of Credits
● All consumption of credit shall be strictly referred to and governed by the terms specified in the corresponding Sales Order form

SCHEDULE 4

Infrastructure, deployment, customisation and other support services rendered include **–**

1. Server Deployment and Maintenance
● Server hosting (1st year) – Technical specification to be provided
● Maintenance of server hosting (2nd year onwards)
● Continued upgrade of products and features

2. AWS Cloud Deployment and Maintenance
● AWS Cloud hosting (1st year)
● Maintenance of AWS cloud hosting (2nd year onwards)

3. Customisation of Licensed Programs
● Change Request and business requirements to be determined by Licensee
● Evaluation to be made by Cynopsis and upon agreement, functional specifications to be provided by Cynopsis
● Change request product delivery and timeline to be agreed before commencement of work

4. Other Support Services
● Licensed Programs include a tiered number of searches, domains and users as specified in the Order Form. Any additional searches, domains and users may be purchased during the Term and/or Renewed Term upon request at a fee quote that Cynopsis shall, in its sole and absolute discretion, provide. The Licensee may utilise the additional searches, domains and/or users purchased for the remaining Term and/or Renewed Term of the Licensed Program originally subscribed to. Unutilised searches, domains and users shall be forfeited by the Licensee at the end of the Term and/or Renewed Term and no refund will be given by Cynopsis in accordance with Clause 4.1.4.
● One complimentary Licensed Program training session is included with the Licence. Any additional training session(s) may be arranged at a fee quote that Cynopsis shall, in its sole and absolute discretion, provide.
● Other services include data extraction and technical integration, which may be requested for by the Licensee. Cynopsis shall, in its sole and absolute discretion, provide a fee quote for such request.

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