TERMS & CONDITIONS – OUTRIGHT PURCHASE

These Terms & Conditions ("**Terms and Conditions**") shall apply to sales of all Order Item(s) with Professional & Onboarding Services and/or Contractual Service(s) (if applicable) by Adventus Singapore Pte Ltd ("**Adventus**"). This "**Agreement**" shall mean these Terms and Conditions and the Sales Agreement.

1 TAX

The Sales Agreement will specify the total amount payable to Adventus, with Tax and without Tax. "**Tax**" means all taxes (including goods and services taxes), duties, levies, and other similar charges imposed from time to time by authorities in Singapore. The Customer shall pay all such amounts as invoiced and within the payment term stated in the invoice(s).

2 DELIVERY

2.1 Adventus will use its best endeavours to deliver the Order Item(s) specified in Section (A) of the Sales Agreement (the "**Section A Order Items**") to the Customer at the Delivery Address specified in the Sales Agreement (or at such other address if the Customer otherwise notifies Adventus in writing at least forty-eight (48) hours before the delivery date). Adventus may reschedule the delivery date by notifying the Customer at least forty-eight (48) hours before the scheduled delivery date.

2.2 The Customer agrees that Adventus shall incur no liability for any delay in the delivery of the Section A Order Item(s) and no such delay shall entitle the Customer to treat this Agreement as being repudiated by Adventus. In no event will Adventus be liable to the Customer or any other person for any damages or consequential loss arising out of any delay in delivery of the Section A Order Item(s). For the avoidance of doubt, any delivery dates quoted by Adventus are purely indicative and cannot be considered as binding on Adventus.

2.3 Receipt of the Section A Order Item(s) by or on behalf of the Customer shall, as between Adventus and the Customer, be deemed conclusive proof that the Section A Order Item(s) had been delivered, examined and found to be complete, was accepted in good order, and according to specification and was in every way satisfactory to the Customer for the purposes of this Agreement.

3 PAYMENT

3.1 Adventus will specify the purchase price of the Section A Order Item(s) (the "**Purchase Price**") and manner of payment in the Sales Agreement. Unless otherwise stated in the Sales Agreement, any deposit/down payment shall be payable in full within seven (7) days from the date of invoice. All other sums shall be paid in accordance to the payment terms stated in the invoice.

3.2 Late interest shall be charged on any amounts due at 2% per month calculated on a daily rest.

3.3 Any deposit/down payment paid by Customer is not refundable.

4 TITLE

Title to the Section A Order Item(s) shall remain vested in Adventus, notwithstanding that it has been delivered to the Customer, until such time that the Customer has paid Adventus the Purchase Price in full.

5 CUSTOMER'S OBLIGATIONS

The Customer:-

(i) shall ensure that the delivery location must be easily accessible through the elevator (i.e. same storey as lift landing) or must be on the same floor as the goods loading/unloading area and access to the delivery location will be granted to Adventus and its employees, authorised persons or agents. If there is no lift access to the delivery location, Adventus shall have the right to assess the feasibility for the Section A Order Item(s) to be carried up through the staircase in a non-hazardous manner. Should delivery process be completed through staircase in a non-hazardous manner, Adventus reserves the right to charge additional transportation fees at their discretion. If the delivery process is deemed by Adventus to be hazardous and deemed to be unfeasible, Adventus reserves the right to cancel the delivery and rearrange for delivery to be made to an alternative address at additional cost;

(ii) shall ensure that all necessary arrangements are made for its employees, authorised persons or agents to take delivery of the Section A Order Item(s) on the delivery date;

(iii) acknowledges that it is its sole responsibility to back-up all necessary data prior to the installation of the Section A Order Item(s) and in no event shall Adventus be liable to the Customer for any loss of data or interruption, corruption, destruction or alteration of data; and

(iv) shall comply with all other written requests made by Adventus prior to delivery of the Section A Order Item(s).

6 TERMINATION

6.1 The Customer shall be deemed to have wrongfully repudiated this Agreement if the Customer defaults in payment of any sum payable hereunder or fails to observe or perform any of its obligations either under this Agreement or any undertaking or arrangement entered into with Adventus in connection with this Agreement. In such event, Adventus may, without prejudice to any of its rights and other remedies available in equity or at law, immediately terminate this Agreement by written notice to the Customer and shall further be entitled to:-

(i) retain any deposit/down payment paid by Customer for the Section A Order Item(s);

(ii) re-take possession of the Section A Order Item(s) and for such purpose, Adventus's servants and agents may without previous notice enter upon any land or premises on or in which the Section A Order Item(s) is/ are believed by Adventus to be situated;

(iii) dispose of the Section A Order Item(s) and the Customer shall indemnify Adventus against any loss suffered or expenses incurred by it in re-taking possession and/or disposal of the Section A Order Item(s) including, but not limited to, Adventus's professional and legal expenses, labour and transport costs and storage charges. For the avoidance of doubt, Adventus shall be entitled to retain any profit resulting from such disposal; and/or

(iv) where Adventus does not re-take possession of the Section A Order Item(s), the Customer shall pay to Adventus the present value or fair market value of the Section A Order Item(s) at the point in time as estimated by Adventus.

6.2 In the event that the Customer fails to take delivery of the Section A Order Item(s) and perform its obligations hereunder, including but not limited to paying the Purchase Price, Adventus shall be entitled to serve a written notice on the Customer requiring the Customer to purchase the Section A Order Item(s) at the contracted Purchase Price. The Customer agrees with and undertakes to Adventus that if such written notice is served on it, it will purchase the Section A Order Item(s) and will promptly pay to Adventus without demand the price therefore. The Customer hereby agrees that Adventus shall be entitled to maintain an action against the Customer to recover the price for the Section A Order Item(s) notwithstanding that property therein may not yet have passed to the Customer.

7 PROFESSIONAL & ONBOARDING SERVICES / CONTRACTUAL SERVICES

7.1 Delivery of Professional & Onboarding Services, as specified in the section titled "Professional and Onboarding Services" of the Sales Agreement, shall be governed by the terms and conditions stated in our Master Services Agreement, which can be found at the following link:- https://adventus.com/sales-agreement-terms/.

7.2 In the Sales Agreement, Adventus will specify the fees payable for the provision of Professional and Onboarding Services. The Customer shall be invoiced in accordance to the terms specified in the Sales Agreement. Unless otherwise stated in the Sales Agreement, the fees for the Professional and Onboarding Services shall be paid to Adventus in accordance to the payment terms stated in the invoice.

7.3 Delivery of Contractual Services, as specified in the section titled “Contractual Services” of the Sales Agreement, to the Customer, may include the following:-

(i) Managed Backup & Disaster Recovery Services;
(ii) Infrastructure Maintenance Services;
(iii) End-User IT Support Services;
(iv) Staff Augmentation Services;
(v) Co-Location Services;
(vi) Extended Warranty Services;
(vii) Service Credit for On-Site Manpower Services;
(viii) VoIP Infrastructure Maintenance Services;
(ix) Service Credit for On-Site VoIP Services;
(x) Maintenance Services under Pay Per Use Program; and/or
(xi) any service that Adventus may provide from time to time (each, a “**Contractual Service**”).

7.4 In the Sales Agreement, Adventus will specify the subscription fees payable for the provision of Contractual Service(s). The Customer shall be invoiced on a regular basis. Unless otherwise stated in the Sales Agreement, the subscription fees for the Contractual Service(s) shall be paid to Adventus in accordance to the payment terms stated in the invoice.

7.5 If the Customer defaults in payment of any sum payable in connection with the Professional & Onboarding Services and/or Contractual Service(s), Adventus shall be entitled, without prejudice to any of its rights and other remedies available at equity or at law, to (i) suspend or withhold the Professional & Onboarding Services and/or Contractual Service(s); and/or (ii) charge interest on any amounts due at 2% per month calculated on a daily rest.

7.6 For the purpose of Clause 7.3, details of each Contractual Service shall be governed by these Terms and Conditions and the relevant terms and conditions which can be found at the following link:- https://adventus.com/sales-agreement-terms/ (the “**Online T&Cs**”). In the event that the Online T&Cs contains terms that are inconsistent with the terms of this Agreement, the provisions of this Agreement shall prevail.

8 OTHER PROVISIONS

8.1 Assignments

The Customer shall keep the Section A Order Item(s) at all times under its care and control at the place where it is installed by Adventus, and shall not assign or transfer or purport to assign or transfer its rights under this Agreement until all Professional & Onboarding Services and/or Contractual Service(s) to be provided by Adventus have been completed (if applicable) and/or full payment has been made to Adventus.

8.2 Binding Agreement

This Agreement shall be effective and binding on the parties hereto once it is duly signed by Adventus and the Customer, whereupon the Customer shall be obliged to take delivery of the Section A Order Item(s) and perform its obligations hereunder.

8.3 Governing Law; Jurisdiction
This Agreement is governed by and shall be construed in accordance with the laws of Singapore. The Customer agrees irrevocably to submit to the non-exclusive jurisdiction of the Courts of Singapore and waive any immunity, defence or objection (including objection on the ground of inconvenient venue or forum or any similar grounds) from, against or to such jurisdiction which, but for this clause, the Customer might otherwise be entitled to claim.

8.4 Amendments
This Agreement contains the entire agreement between Adventus and the Customer and may not be modified or amended unless such modification or amendment is approved in writing by the duly authorised representatives of the parties, provided that (i) in the case of the Customer, such approval to be accompanied by the company stamp; and (ii) in the case of Adventus, such authorised representatives shall be a person holding the office of general manager or his superior.

In the event that the Customer issues a purchase order which is duly acknowledged by an authorised representative of Adventus and the purchase order contains terms that are inconsistent with the terms of this Agreement, the provisions of this Agreement shall prevail.

8.5 Limitation of Liability
(i) Entire Liability
The following provisions set out Adventus's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of its contractual obligations arising under or out of this Agreement; and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

(a) Event of Default
Any act or omission on the part of Adventus or its employees, agents or sub-contractors as defined in this Clause shall be known as an "Event of Default". If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.

(b) No Special Damages
Notwithstanding any of the provisions in this Agreement, Adventus shall not be liable to the Customer or any third party in respect of any Event of Default for any loss of profits, loss of business, loss of revenues, goodwill, loss of data or interruption of use or corruption of data or any type of special, exemplary, punitive, indirect, incidental or consequential loss or damage (including but not limited to demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including legal costs), expenses (including taxation), disbursements, cost of procurement of substitute goods, technology, services or rights or other liabilities in any case of any nature whatsoever which may be made, brought against, suffered or incurred by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Adventus had been advised of the possibility of the Customer incurring such loss.

Further, Adventus shall not be liable to the Customer or any third party for any costs of recovering, programming, or reproducing any program or data stored or used with the Section A Order Item(s) and any failure to maintain the confidentiality of data stored on the Section A Order Item(s).

(c) Notice Required
Adventus shall have no liability to the Customer for any Event of Default unless the Customer gives Adventus written notice within thirty (30) days from the date it became, or reasonably ought to have become, aware of the circumstances giving rise to the Event of Default. The Customer must give Adventus at least thirty (30) days after such written notice in which to remedy any Event of Default.

(d) Third Parties
Adventus shall have no liability whatsoever to third parties under any circumstances.

(e) Transportation & Relocation Services
Adventus reserves at any time to sub-contract or outsource any of its obligations including but not limited to delivery of the Section A Order Item(s) to any third party without providing any notice or reasons to the Customer. In such situations, the Customer acknowledges that Adventus shall not be liable for any accidental damage caused to the Section A Order Item(s) during the delivery process.

(f) Limitation
Adventus will not be liable for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the Section A Order Item(s) or any part thereof, or for any inadequacy thereof for any purpose, or for any deficiency or defect therein or in the use or performance thereof, or for any repairs, servicing or otherwise thereto. The Customer expressly acknowledges and agrees that Adventus is not the original manufacturer of the Section A Order Item(s).

All services provided by Adventus (the "**Services**") are provided or performed on an "as is", "as available" basis, at the Customer's sole risk. Adventus disclaims all representations and warranties in respect of the Services, including any warranty or merchantability, satisfactory quality, fitness for any purpose, accuracy, timeliness, responsiveness, reliability, security, uninterrupted availability or performance, title, non-infringement of third party rights, and freedom

from malware, errors or defects of any kind and any warranty that the Services shall not harm any data or equipment or hinder or interfere with the installation, operation and maintenance of, or cause the failure, breakdown, or malfunction of, any equipment. The Customer acknowledges that the Services are not made available to meet the Customer's individual requirements. In no event shall Adventus be liable for any loss or damage arising out of or in connection with the failure, breakdown, malfunction, shortcoming, inoperability, defect of fault in or any public or third party telecommunications networks or infrastructure or any resulting error, delay or failure in the provision of Services. The Customer acknowledges that the Services may cause data or the Customer's equipment to be corrupted, lost or destroyed. The Customer shall be solely responsible for the maintenance of the integrity of all data, including by implementing adequate back-up procedures. The Customer bears the risk of loss, theft, damage or destruction of any data or customer equipment. The Customer shall be solely responsible for implementing adequate security measures to prevent unauthorised use of the Services. In no event shall Adventus be liable for the acts or omissions of any person who has access to or use of the Services.

Adventus's entire liability to the Customer in relation to the provision of Services shall not exceed the aggregate sum payable by the Customer for Services under this Agreement.

(g) No Additional Remedy
Nothing in this Clause shall confer any right or remedy upon the Customer or any third party to which it would not otherwise be legally entitled.