

## STANDARD TERMS & CONDITIONS OF URBANFOX

### 1. Definitions and Application

- 1.1 The following words and phrases when used in this Agreement shall have the following meanings:
- 1.1.1 **"UrbanFox"** means UrbanFox Pte Ltd (ii) its subsidiaries and branches, and entities that are controlled by, that are under common control with, or that control them
  - 1.1.2 **"Customer"** means any Person at whose request or on whose behalf UrbanFox provides a Service
  - 1.1.3 **"Affiliates"** means the parent company, subsidiaries and branches, and entities that are controlled by, that are under common control with, or that control them and their respective officers, directors, employees, agents;
  - 1.1.4 **"Agreement"** refers to this STC, annexes (if any) and further including any purchase order, invoice, quotation, and written correspondence which refers to this STC;
  - 1.1.5 **"Authority"** or **"Authorities"** means any duly constituted legal or administrative body or Person that exercises jurisdiction or authority within any nation or state;
  - 1.1.6 **"Confidential Information"** means all non-public or proprietary Information that either party discloses (a **"Disclosing Party"**) to the other party (a **"Receiving Party"**), during or prior to this Agreement. It includes any business information, information and methodology and know-how on transportation, warehousing, channel management, marketing, pricing and sales information, subcontractor's names and contacts, technical information, business planning and strategies, trade secrets, and management know-how and planning, whether or not such information is identified as confidential at the time of disclosure or is disclosed in a manner that it may be reasonably inferred to be confidential and/or proprietary to the Disclosing Party.
  - 1.1.7 **"Dangerous Goods"** means Goods which are or Goods which may become dangerous, hazardous, noxious, toxic, infectious, explosive, flammable, corrosive, or radioactive or otherwise likely to cause contamination or damage or adversely affect other goods or the health of any person in whatsoever way, and includes dangerous goods as defined in Maritime and Port Authority of Singapore (Dangerous Goods, Petroleum and Explosives) Regulations and in Third Schedule to the Road Traffic (Expressway Traffic) Rules (1990 Ed.);
  - 1.1.8 **"Force Majeure Event"** includes (i) acts of God, explosion, flood, lightning, tempest, fire, ice, accident, (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (iii) rebellion, revolution, terrorism, insurrection, military or usurped power or civil war, (iv) riot, civil commotion, blockade, or disorder, (v) acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind by any Authorities, (vi) import or export regulations or embargoes, (vii) strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of UrbanFox or a third party), (viii) defaults of suppliers or sub-contractors for any reason whatsoever where such delay is beyond the reasonable control of the subcontractor or supplier concerned, (ix) cyber-attack or any illegal data breach, (x) mechanical, electronic or communications failure, (xi) public health emergency of international concern such as an epidemic, a pandemic or a contagion, (xii) city-wide, state-wide or nationwide total or partial failure of transportation, delivery facilities or supplies, (xiii) changes to laws or changes in the policies, practices or requirements of the E-Commerce Platforms (if applicable) that adversely affects or hinders the performance by UrbanFox, or (xiv) any event beyond the reasonable control of parties;
  - 1.1.9 **"Goods"** means the whole or any part of the cargo in relation to which the Services are provided by UrbanFox.
  - 1.1.10 **"Information"** means data, messages, description, advice, specification, information, trademarks, logo, photos, materials, resources in writing (including electronic), orally and in any form.
  - 1.1.11 **"Other Charges"** includes all fees, expenses, foreign-exchange charges or losses, banking and administrative charges, costs, commissions, taxes, out-of-pocket expenses or amounts payable to UrbanFox arising in connection with the performance of the Services or with the Goods other than Rates;
  - 1.1.12 **"Party"** or **"Parties"** shall mean the party or parties of this Agreement;
  - 1.1.13 **"Person(s)"** means an individual, corporation or other legal entity or a duly appointed representative of such corporation or other legal entity;
  - 1.1.14 **"Rates"** shall mean the service fees specified by UrbanFox. Unless otherwise stated, the Rates exclude Other Charges
  - 1.1.15 **"Reefer Goods"** means any Goods which is sensitive to external environmental conditions, including temperature, humidity and airflow. Without limiting the generality of this clause, Reefer Goods includes perishables, pharmaceutical products and wine.
  - 1.1.16 **"Services"** means all or any part of any activities of whatsoever nature undertaken by UrbanFox in respect to Customer or in relation to the Goods;
  - 1.1.17 **"Subcontractor"** means carriers, forwarders, brokers, delivery Persons, warehouse operators, marketing and advertising Persons, or other direct and indirect subcontractors (of any degree or tier) engaged by UrbanFox, from time to time, to fulfil the performance of the Services;
  - 1.1.18 **"Valuable Goods"** means any Goods of a valuable nature, as reasonably determined by UrbanFox, including jewellery, precious stones, pearls, precious metals, statues, furs, paintings and collections, as well as funds and securities such as coins, bank notes and all other valuable documents such as banker's draft, transferable securities, promissory notes, letters of change, warrants, bills of lading, nominative bonds, treasury bonds, cash vouchers, revenue stamps, postal stamps, checks, tickets, lottery ticket, transport tickets, phone cards;
- Where the Services rendered by UrbanFox include channel management, the following definitions shall apply additionally:
- 1.1.19 **"End-Consumer"** means a Person who purchases Goods on the E-Commerce Platform;
  - 1.1.20 **"Distributor Price"** means the price of the Goods in the most updated distributor list provided by the Customer;
  - 1.1.21 **"E-Commerce Platforms"** means the e-commerce platforms agreed by the Parties;
  - 1.1.22 **"Listing Price"** means, in respect of a Goods sold on or via the E-Commerce Platforms, the standard price at which such Goods shall be offered for sale on or via the E-Commerce Platforms, including any rebates, special discounts and incentives, inclusive of any applicable value added tax or goods and service tax (as applicable).
  - 1.1.23 **"Official Stores"** means stores on the E-Commerce Platforms that are branded and identified as the official store of Customer.
  - 1.1.24 **"Order"** means an order for Goods that is submitted by an End-Consumer.
- 1.2 In this Agreement, unless the context requires otherwise, any reference to:
- a) the singular includes the plural and vice versa.
  - b) the masculine, feminine or neuter gender respectively includes the other genders and any reference to the singular includes the plural (and vice versa).
  - c) the expression "law" or "statute" or "act" includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under any of the same from time to time (with related words being construed accordingly),
  - d) the expression "including" or "shall include" means "including without limitation" (with related words being construed accordingly).
- 1.3 In this Agreement, headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

- 1.4 Any Services or activities provided by UrbanFox, whether gratuitously or otherwise, shall be subject to this Agreement, which are deemed to be incorporated into any agreement or arrangement between UrbanFox and the Customer, and which are also deemed to prevail over any conditions of contract of the Customer.
- 1.5 If Services have commenced prior to the execution of this Agreement, then this Agreement shall retro-actively apply from the date Services first commenced.

## 2. Capacity of UrbanFox

- 2.1 All Services are provided by UrbanFox as agents, except in the following circumstances where UrbanFox acts as principal;
- 2.1.1 Where UrbanFox performs any carriage, handling, or storage of Goods but only to the extent that the carriage, handling, or storage of Goods is performed by UrbanFox itself or its servants and the Goods are in care, custody and control of UrbanFox or its servants;
- 2.1.2 To the extent UrbanFox expressly agrees in writing to act as a principal.
- 2.2 Without prejudice to the generality of the preceding clause,
- 2.2.1 the charging by UrbanFox of an inclusive price for any Services shall not in itself determine that UrbanFox is acting as an agent or a principal in respect of such Services;
- 2.2.2 the supplying by UrbanFox of their own or leased equipment and/or facilities, shall not in itself determine that UrbanFox is acting as an agent or a principal in respect of such Services;
- 2.3 UrbanFox when acting as an agent has the authority of the Customer to enter into contracts on the Customer's behalf and to do such acts so as to bind the Customer by such contracts and acts in all respects.
- 2.4 The Customer shall defend, indemnify and hold harmless UrbanFox in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the satisfaction of the Customer's requirements.

## 3. Fees and Payments

- 3.1 The Customer shall pay all Rates and Other Charges to UrbanFox's Bank Account immediately or in advance at the request of UrbanFox.
- 3.2 When UrbanFox is instructed to collect any Rates and Other Charges from any person other than the Customer, the Customer shall remain responsible and shall make payment of the same to UrbanFox in the absence of evidence of payment for whatever reason by such other person.
- 3.3 Rates for the Services shall be deemed fully earned upon the earlier of UrbanFox's receipt of the Goods or commencement of the Services by UrbanFox. Customer shall pay to UrbanFox all outstanding without reduction or deferment on account of any claim, dispute, counterclaim or set-off whatsoever.
- 3.4 In the event that the Customer fails to pay any amount due to UrbanFox within fourteen (14) days from the date any such sum is due, UrbanFox shall, in addition to all legal and equitable rights available to UrbanFox, be entitled, at any time, by written notice to the Customer to:
- 3.4.1 Charge the Customer interest, calculated from the date such amounts are overdue until payment thereof, at the rate of 4% per month;
- 3.4.2 Cancel all credit terms (if any) in respect of all or any part of the Services;
- 3.4.3 Declare that all sums payable by the Customer shall immediately become due and payable;
- 3.4.4 elect to suspend and/or terminate the provision of any or all Services, whether or not such Services relate to such delinquent payment without liability whatsoever; and
- 3.4.5 exercise its right to lien, and right to sell or dispose the Goods in accordance with the terms herein.
- 3.5 All billing or invoice disputes must be raised to UrbanFox within two (2) months after receipt of invoice, failing which, the Customer is deemed to have conclusively accepted that the invoice is complete and accurate.
- 3.6 Customer acknowledges that UrbanFox may revise the Rates accepted by the Customer:

- 3.6.1. If the Customer requests for additional or special Services or require a larger warehouse space;
- 3.6.2. upon every anniversary year of providing the Services;
- 3.6.3. upon the renewal of this Agreement;
- 3.6.4. if there is any increase in costs of providing the Services due to, including:
- 3.6.4.1. a change to law or regulation or policy of an Authority and the application thereof which varies the manner or cost of providing the Services;
- 3.6.4.2. the change in the scope of services or the operational practices of UrbanFox;
- 3.6.4.3. inflation, changes in the market rates, variations in fuel or energy cost, including electricity, gas, water, real estate and labour costs; and
- 3.6.4.4. any cause outside of UrbanFox's control.

- 3.7. Where the term of the Agreement is 1 year, Parties shall negotiate revised Rates for subsequent term(s) at least 60 days before the end of the initial term. If Parties do not agree to the revised Rates by end of the initial term, and Services continues to be performed by UrbanFox, then the applicable Rates for the subsequent term shall be the Rates increased by reference to the level of the Indexes defined below:

Country	References for National Labour Cost Index / Minimum Wage	References for National Inflation Index	References for National Energy Index
Singapore	Based MOM Report	Based on CPI	Based on USEP
Malaysia	Based on local state minimum salary	Based on CPI	Based on CPI
Vietnam	Based on CPI	Based on CPI	Based on CPI

- 3.8. To the largest extent permissible by laws, all Rates shall be subject to prevailing fuel surcharges. The Customer agrees to fully bear the increased costs of any fuel surcharge imposed by the road carrier if imposed.

## 4. Customer Representations, Warranties, and Covenants

- 4.1 Where Services are provided by UrbanFox on a continuing basis, the Customer shall provide UrbanFox with forecasts and volume of the Goods at such intervals and details as UrbanFox may require for the performance of the Services.
- 4.2. The Customer represents and warrants that:
- 4.2.1 The Customer has reasonable knowledge of matters affecting the conduct of his business, including the terms of sale and purchase of the Goods and all other matters relating thereto.
- 4.2.2 the description, particulars and handling instructions of the Goods are complete, accurate, correct and provided in a timely manner to UrbanFox.
- 4.2.3 the Goods are properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and in particular to withstand the ordinary risks of handling, storage and carriage to the intended destination (inapplicable if UrbanFox has agreed in writing to pack, stow, label or mark the Goods)
- 4.2.4 Customer has complied with all applicable laws and regulations relating to the Goods, and Services including (i) comprehensive economic or trade sanctions maintained by the United States ("US"), the United Nations ("UN"), the European Union ("EU"), the country of origin and destination (ii) all applicable import and export control laws and regulations (iii) all applicable tax laws, laws relating to anti-bribery, anti-corruption and anti-slavery, laws relating to e-commerce transactions and product liability, including implied warranties of fitness for particular purpose, merchantability, and title.
- 4.2.5 The Customer or any party it trades with is not a party identified is not a prohibited or denied Person sanctioned by the US, UN, EU or by any Authority in any country.

- 4.2.6. The Goods do not have any military applications and cannot be potentially used as precursors or components of weapons of mass destruction.
- 4.2.7. The Customer shall not directly or indirectly give, promise to given, approve the giving of, anything of value or improper advantage to any Persons, including public officials, for any purpose prohibited by any anti-bribery and anti-corruption laws.
- 4.2.8. Customer undertakes to review all documents and declarations (if any) prepared or filed with any Authority or provided to UrbanFox and will advise UrbanFox of any errors, discrepancies, omissions in such documents and declarations.
- 4.2.9. The Customer shall obtain and maintain on an active and current basis, all licenses, permits, registrations, consents, approvals and other documentation as may be required in respect of or relating to the Services or the Goods.
- 4.2.10. The Goods do not require UrbanFox to obtain any specific license or permit for its carriage, handling and storage, and to the extent required by any law and regulation, the Customer has obtained all necessary licenses and permits for its carriage, handling and storage.
- 4.2.11. The Customer shall give UrbanFox full assistance and shall take such actions as may be required for UrbanFox to comply with any obligations herein,
- 4.2.12. The Customer has complied with and will maintain compliance of all the terms and conditions imposed by third parties including E-Commerce Platforms, payment UrbanFoxs in respect of the sale of the Goods on the E-Commerce Platforms.
- 4.2.13. The Customer shall ensure that all information relating to the Goods to be listed on the E-Commerce Platforms, including Listing Price, composition, expiry dates, product warnings, disclaimers, stock availability, stock level ("**Listing Information**") provided to UrbanFox is complete, accurate, up to date and true.
- 4.2.14. The Customer undertakes that it shall not permit and shall ensure that its Affiliates, distributors or agents are not permitted to sell the Goods on the E-Commerce Platforms directly or indirectly and/or set up and operate Official Stores on the E-Commerce Platforms to sell, offer to sell the Goods during the term of this Agreement.
- 4.2.15. In order to facilitate efficient fulfilment of Orders to End-Consumer, UrbanFox may purchase Goods from the Customer on a consignment basis. Notwithstanding the transfer of possession of the Goods from the Customer to UrbanFox and UrbanFox's agreement to pay for such Goods, the title and risk of the Goods shall not pass to UrbanFox (save for when UrbanFox exercises its rights under Clause 6.7). The Customer warrants and represents that UrbanFox shall be entitled to return any Goods which is unsold, expired, cancelled or returned by the End-Consumer to the Customer and seek a refund from Customer within 30 days of the return.
- Special Instructions, Goods and Services**
- 4.3. The Customer shall not deliver to UrbanFox or cause UrbanFox to deal with or handle Dangerous Goods, Valuable Goods, Reefer Goods, or any Goods which require special handling regarding carriage, handling, or security, (including perishables, human remains, animals and plants), unless a notice detailing the description, nature and special instructions relating to the Goods has been provided to UrbanFox and UrbanFox has consented to such special arrangement in writing and imposed an additional premium.
- 4.4. Should the Customer violate the preceding clause, UrbanFox shall not be liable for any loss or damage whatsoever, and the Customer shall solely be liable, for any loss or damage whatsoever arising in connection therewith or incidental thereto and the Customer shall defend, indemnify and hold harmless UrbanFox against all suits, demands, penalties, claims, liabilities (whether civil, criminal or otherwise), damages, costs and expenses (including legal fees and expenses) whatsoever arising in connection with or incidental to such loss or damage.
- 4.5. In addition, where the Goods tendered are Dangerous Goods, such Dangerous Goods may without notice be destroyed or otherwise dealt with at the sole discretion of UrbanFox or any other person in whose custody they may be at the relevant time at the Customer's sole cost and expense without compensation or any liability whatsoever to UrbanFox.
- 4.6. If Dangerous Goods are accepted, and subsequently, in the sole opinion of UrbanFox, (i) they are deemed to constitute a risk to other goods, property, life or health or (ii) owing to legal, administrative or other obstacles whether as to their carriage, discharge or otherwise they may be detained or cause any other property or person to be detained, they may without notice be destroyed or otherwise dealt with at the expense of the Customer without compensation or any liability whatsoever attaching to UrbanFox.
- 4.7. If Reefer Goods are accepted in accordance with the requirements herein, the Customer shall take extra steps to ensure that the Goods are adequately packaged to withstand the local temperature and humid conditions.
- 4.8. Where UrbanFox agrees to adhere to the Customer's special requests or Services, the limitations and exclusions herein shall apply for the benefit of UrbanFox to the largest extent permissible by law, notwithstanding the default or negligence of UrbanFox.
- 4.9. Unless otherwise agreed in writing, UrbanFox does not undertake that the Goods shall depart or arrive by any particular date.
- Notice of Loss or Damage**
- 4.10. Except where the Customer can show that it was not able to comply with the notice deadline due to no fault of the Customer, the Customer must give UrbanFox a notice of claim within three (3) business days after:
- 4.10.1. In the case of loss or damage to Goods, the date of scheduled or actual delivery of such Goods;
- 4.10.2. in the case of delay, mis-delivery or non-delivery, the scheduled date of delivery;
- 4.10.3. in the case of errors or omissions, the date of discovery of the relevant error or omission giving rise to such claim &
- 4.10.4. in any other case, the event giving rise to the claim.
- 5. Obligations of UrbanFox**
- 5.1 UrbanFox represents and warrants that:
- 5.1.1. For the provision of the Services, UrbanFox shall use reasonable endeavours to employ and maintain a sufficient number of experienced and competent staff to ensure smooth and efficient operations during working hours.
- 5.1.2. Act in good faith in the course of the performance of the Services and of its obligations under this Agreement
- 5.1.3. It has the required qualifications, experiences, skills and licenses to provide the Services;
- 5.1.4. It shall exercise the level of skill, care, diligence and workmanship that would be expected of an experienced, skilled and reputable UrbanFox in the provision of the Services
- 5.1.5. UrbanFox shall comply with all applicable laws, including anti-bribery and anti-corruption laws and shall not directly or indirectly give, promise to given, approve the giving of, anything of value or improper advantage to any Persons, including public officials, for any purpose prohibited by any anti-bribery and anti-corruption laws.
- 6. Liberties and Rights of UrbanFox**
- 6.1. UrbanFox reserves the absolute right to choose the manner, routes, and procedures to be followed with respect to the performance of the Services.
- 6.2. UrbanFox is hereby authorised by Customer, at UrbanFox's sole discretion, to engage Subcontractors to perform all or part of the Services, without the necessity of obtaining prior consent of or providing prior notification to Customer. However, such consent shall not release UrbanFox from any of its obligations under this Agreement, and UrbanFox shall remain responsible for all the acts and omissions of its Subcontractors.
- 6.3. UrbanFox may, at any time, comply with the orders or recommendations given by any Authority. The responsibility of UrbanFox in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

- 6.4. If UrbanFox is of the view that the performance of its obligations is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage whatsoever and which cannot be avoided by reasonable endeavours by UrbanFox, UrbanFox may, on giving notice in writing to the Customer or without notice where it is not reasonably possible to give such notice, treat the performance of its obligations as terminated and place the Goods at the Customer's disposal at any place which UrbanFox deems safe and convenient, whereupon the responsibility of UrbanFox in respect of the Goods shall wholly cease. The Customer shall pay on demand any additional costs of carriage and delivery to and storage at such places and all other expenses incurred by UrbanFox.
- 6.5. If the consignee does not take delivery of the Goods at the time and place when and where delivery is made, UrbanFox shall be entitled to place the Goods at a location which UrbanFox in its sole opinion deems safe and convenient or store the Goods at the cost and expense of the Customer.
- 6.6. UrbanFox shall be entitled but under no obligation, at the expense of the Customer and without any liability of UrbanFox to the Customer to sell or dispose with notice to the Customer, Goods which have perished, deteriorated or altered, or are in immediate prospect of doing so or which has caused or may reasonably be expected to cause loss or damage to any person or property or to contravene any applicable laws or regulations.
- 6.7. (a) All Goods and documents in the direct and indirect possession, custody, care and control of UrbanFox or its agents shall be subject to a general lien and right of detention for all sums (including without limitation all Rates and Other Charges) due to UrbanFox at any time whether such Goods are in relation to previous paid shipments or future shipments. If the sums due as aforesaid are not satisfied within the longer of (i) 14 days of a notice in writing by UrbanFox to the Customer or (ii) the minimum notice required by the applicable law, UrbanFox shall be entitled to sell or dispose of the Goods or documents whether by public auction, private treaty or otherwise, and the proceeds of sale shall be applied in satisfaction of firstly, the costs and expenses of the sale or disposal and secondly, the sums due to UrbanFox without any liability whatsoever on the part of UrbanFox to the Customer. In the event that the proceeds of sale are insufficient to satisfy all sums due to UrbanFox, UrbanFox shall be entitled to recover from the Customer all sums which remain outstanding.
- 6.8. Notwithstanding the preceding clause, when the Goods are liable to perish or deteriorate, UrbanFox's right to sell or dispose of the Goods shall arise immediately upon any sum becoming due to UrbanFox subject only to UrbanFox taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the Goods before doing so.
- 6.9. Should any provision in this Clause be contrary to the law of the country where the proposed sale or disposal shall take place, UrbanFox shall have all rights conferred on it under the law of that country to enable it to proceed with and exercise its right of lien over the Goods and the documents and sale of Goods and documents belonging to the Customer to extinguish and/or reduce sums owed to UrbanFox.
- 6.10. UrbanFox shall have the right to enforce against the Customer or any Person with an interest in the Goods jointly and severally any liability of the Customer under this Agreement or to recover from them any sums to be paid by the Customer which upon demand have not been paid.
- foreseeable or the party was actually told of the possibility of such loss.
- 7.1.2 to any third party who are not contracting parties hereto.
- 7.2 Either party undertakes that no claim shall be made against any director, servant or employee of the other party which imposes or seek to impose upon them any liability in connection with any Services undertaken by UrbanFox.

#### **Liability of the Customer**

- 7.3 The Customer shall hold harmless, defend and keep UrbanFox and its directors, officers, employees, agents indemnified from and against all liability, claims, loss, damage, costs and expenses, arising out of or resulting from:
- 7.3.1 the violation of Clause 4: Customer Representations, Warranties, and Covenants
- 7.3.2 the violation of any law;
- 7.3.3 any third-party claims relating to personal injury (including death), or damage to tangible and intangible property, violation or infringement of Intellectual Property Rights, that is alleged to have resulted, in whole or in part, from the Goods, the Information relating to the Goods, and act and/or omission of the Customer;
- 7.3.4 breach of any material provision in this Agreement;

#### **Liability of UrbanFox**

- 7.4 UrbanFox shall not be responsible nor liable for any damage, loss, non-delivery or mis-delivery of Goods, nor for any delay or deviation howsoever arising or caused except to the extent such damage, loss, non-delivery, mis-delivery, delay, or deviation was caused by the negligence or wilful misconduct of UrbanFox while the Goods were in the possession, custody and control of UrbanFox.
- 7.5 Notwithstanding anything contained herein to the contrary, UrbanFox shall not be liable for any loss or damage whatsoever arising from:
- 7.5.1 the act or omission of the Customer or any person acting on their behalf, the E-Commerce Platforms, End-Consumers or payment UrbanFoxs or any other party who is not UrbanFox and its servants;
- 7.5.2 compliance with the instructions given to UrbanFox by the Customer, E-Commerce Platforms, End-Consumers or payment UrbanFoxs or any other person entitled to give them;
- 7.5.3 the insufficiency of the preparation, packing, storage, labelling or marking of the Goods except where such service has been provided by UrbanFox;
- 7.5.4 incompleteness or inaccuracy of any technical information which it is the responsibility of the Customer to provide
- 7.5.5 any failure, default, delay in performance, or any act or omission of any nature whatsoever on the part of the Customer, or its employees, agents, suppliers or sub-contractors
- 7.5.6 handling, loading, stowage or unloading of the Goods by the Customer or any person acting on their behalf;
- 7.5.7 inherent vice or defect of the Goods;
- 7.5.8 a Force Majeure Event;
- 7.5.9 attempts to save life during the performance of Services; or
- 7.5.10 theft, unless such loss or damage is caused by the employees of UrbanFox or its Subcontractors or is otherwise caused by the failure of UrbanFox to exercise such ordinary care required by law.
- 7.5.11 The Goods, Listing Information and any other Information relating to the Goods which is provided by the Customer to UrbanFox
- 7.5.12 any cause or event which UrbanFox could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

- 7.6 Any Subcontractors of UrbanFox shall be entitled to the full benefit of all privileges, rights and immunities available to UrbanFox under this Agreement.

- 7.7 In all cases, the liability of UrbanFox howsoever arising is limited as follows:

- 7.7.1 in respect of all claims arising from or in connection to *warehousing services*: the lesser of:
- (i) the landed cost of Goods lost, damaged, misdirected, misdelivered or in respect of which a claim arises; or

## **7 Liability and Indemnity**

### **Liability of the Parties**

- 7.1 In no event shall either Party be liable:

- 7.1.1 for any indirect or incidental or consequential or economic loss or damage including, without limitation, special or punitive damage, any loss of or damage to profits, market, revenue, savings, opportunity, goodwill, business or reputation, or the interruption of the other party's business, whatsoever and howsoever caused, regardless of whether such loss or damage was reasonably

- (ii) S\$5.00 per gross kilogram of the said Goods up to a maximum of S\$10,000 in any event whatsoever in respect of any one claim and S\$50,000 in annual aggregate.
- 7.7.2 in respect of all claims arising from or in connection to *last mile delivery or trucking services*: the lesser of:
- (i) the landed cost of Goods lost, damaged, misdirected, misdelivered or in respect of which a claim arises; or
- (ii) S\$100 per delivery order of the said Goods up to a maximum of S\$500 in annual aggregate.
- 7.7.3 In respect of delay where not excluded by the provisions of this Agreement, the Rates applicable for the services in respect of the Goods delayed.
- 7.7.4 in respect of errors or omissions, or a series of errors and omissions in connection with or arising from the channel management services provided by UrbanFox: the lesser of:
- (i) the actual loss suffered by Customer or
- (ii) the Rates (which shall not include gross merchandise value) applicable for the channel management services in 1 year or up to a maximum of S\$5,000 in annual aggregate.
- 7.7.5 in respect of the Service's Provider's liability as a Data Processor, the liability limit specified at the "**Confidentiality and Data Protection**" clause shall apply.
- 7.7.6 in respect of all other claims arising out of or in connection with this Agreement, whether in contract, tort or otherwise, UrbanFox's liability shall not exceed the Rates (which shall not include GMV) payable to UrbanFox for the Services in a year or S\$50,000 whichever is lower.
- 7.8 Warehouse Shrinkage: UrbanFox shall be given an annual Goods shrinkage allowance of 5% based on the total value of the inventory during the stock count. Goods shrinkage means an amount of unexplained loss or misplacement of Goods in stock, which may be occasioned by, among other things, erroneous kitting, inventory control measurement and counting errors, and may occur notwithstanding UrbanFox taking reasonable care in providing the Services. In the event of any net shortage variance after deduction of the shrinkage allowance above, UrbanFox agrees to compensate the Customer in accordance with the limitations and exclusions in the Agreement. In the event of any net positive variance, the Customer shall not reimburse any inventory gains to UrbanFox.

7.9 The table below summarises each Party's assumption of responsibilities:

Services	Sub-Category of Services	UrbanFox	Customer
Last Mile Delivery	Insufficient or inadequate Packaging	Not Responsible unless UrbanFox renders packaging services	Responsible
	Mis-delivery or non-delivery	Responsible	Not responsible
Warehousing	Insufficient or inadequate Packaging	Not Responsible unless UrbanFox renders packaging services	Responsible
	Storing goods in the Warehouse	Responsible	Responsible to give complete & accurate handling instructions
Channel Management Services	Contracts with E-Commerce Platforms & compliance to their terms & conditions	Not responsible	Responsible

Services	Sub-Category of Services	UrbanFox	Customer
	Obligations with End-Consumers such as returns, exchanges, claims	Responsible to provide sales chat support only	Responsible
	Ensuring the completeness & accuracy of all Listing Information	Not responsible	Responsible
	Returns and exchanges by End-Consumer	Responsible to respond to End-Consumer's reviews and questions only	Responsible

## 8 Insurance

- 8.1 Customer shall take out and maintain at its own expense an all-risk property insurance covering the risk of loss or damage to the Goods.
- 8.2 Unless otherwise agreed in writing, UrbanFox will not arrange cargo insurance or perform any insurance intermediary services for the Customer. If agreed, UrbanFox acts solely as agent for the Customer in effecting insurance and will lead to a formation of a separate contract between the Customer and the insurance carrier. Should any insurance carrier dispute liability or refuse to settle a claim for any reason whatsoever, the insured shall have recourse against the insurers only and UrbanFox shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that an additional premium or fee was charged by UrbanFox.

## 9 Term and Termination

- 9.1 Parties shall agree to the term of the Agreement separately.
- 9.2 UrbanFox may terminate this Agreement forthwith by prior written notice to the Customer in the event of:
- 9.2.1 the Customer entering into liquidation, or entering into any arrangements with its creditors or having an administrative receiver appointed over any or all of its assets or suffering any similar action in consequence of debt, other than for the purposes of solvent amalgamation or reconstruction;
- 9.2.2 the Customer being the subject of a petition for voluntary or involuntary bankruptcy;
- 9.2.3 the Customer making an assignment for the benefit of creditors;
- 9.2.4 the Customer suffering execution to be levied against it in consequence of debt;
- 9.2.5 the Customer being unable to pay its debts as they fall due;
- 9.2.6 the Customer ceasing to trade;
- 9.2.7 the Customer fails to pay any sum due under this Agreement;
- 9.2.8 the Customer committing any material breach of the terms of this Agreement which is irremediable, or if remediable, failing to remedy the same within thirty (30) calendar days of receipt of a written request it to do so; or
- 9.2.9 changes in the laws and regulations which are substantially detrimental to UrbanFox's interests.
- 9.3 This Agreement may be terminated by either Parties at any one time by giving at least three (3) months prior written notice of termination.
- 9.4 In the event that the Agreement is expired or terminated for any reason,
- 9.4.1 all outstanding owed by the Customer shall become due immediately;
- 9.4.2 UrbanFox shall submit an invoice to Customer, stating the final invoice amount including the Rates for the Services provided until the effective termination date, and any unamortized or otherwise unpaid portion of any eventual initial expenses incurred by UrbanFox ("**Termination Amount**"). Such Termination Amount shall be due within 30 days from the invoice date. UrbanFox shall be entitled to require Customer to pay all Termination Amount prior

to any Goods or chattels being removed from UrbanFox's compound.

- 9.4.3 The Parties will work together in good faith to develop a transition plan, which shall not exceed one month before the effective termination date, to effectuate the transition to Customer, or such party as Customer may designate, provided that UrbanFox will not be required to share Confidential Information with such third parties. During the transition period, any key performance indicators or service level standards will be abated. Customer shall use reasonable efforts to discontinue the shipments of Goods to UrbanFox's compounds and provide UrbanFox with directions on where to relocate the Goods and other Customer's equipment from UrbanFox's compounds. These relocation and transition services shall be billed additionally.
- 9.4.4 In the event of an early termination by the Customer, the Customer shall be liable to pay all capital expenditure incurred by UrbanFox as a result of this Agreement including (i) expenses, costs, investments, fittings, equipment, upgrades and improvements (at residual net book value, if applicable) without any transfer of ownership to Customer (ii) rental obligations (if any) under a lease signed by UrbanFox and its financing charges arising therefrom (iii) severance, redundancy pay and other compensation payable to UrbanFox's employees whose jobs became redundant (if any).

## 10 Assignment

- 10.1 UrbanFox may assign any of its rights and/or obligations in connection with the Services to its Affiliates or any other third parties without the necessity of obtaining Customer's prior consent or providing prior notification to Customer.

## 11. Force Majeure

- 11.1 Neither Party (including their respective employees, agents, subcontractors) shall be deemed to be in breach of this Agreement or otherwise liable by reason of any delay in performance or non-performance, part-performance or defective performance of any of its obligations under this Agreement to the extent that failure to perform is due to a Force Majeure Event. However, the obligation to timely pay any sums hereunder, whether by UrbanFox or Customer, shall not be excused by a Force Majeure Event.
- 11.2 If a Force Majeure Event exceeds a 30-day period, either party shall have the right to terminate this Agreement by giving the party 14 days written notice.

## 12. Confidentiality and Data Protection

- 12.1 The Receiving Party shall (i) hold such Confidential Information in confidence; (ii) use the same degree of care normally used to protect its own proprietary and/or confidential information within its own organisation, but not less than a reasonable degree of care; (iii) use such Confidential Information only for the purposes of the Agreement and for no other purposes; (iv) restrict disclosure of such Confidential Information solely to its representatives on need-to-know basis (and provided that such persons are advised of the obligations assumed herein and agree to be bound by obligations of confidentiality hereunder) and (v) shall not disclose such Confidential Information to any third party that is not a representative of receiving party, without prior written approval of the disclosing party. Representatives shall be limited to such party's Affiliates, directors, officers, partners, employees, agents, accountants, advisors, attorneys, bankers, potential financing sources and potential joint venturers.
- 12.2 This Clause shall not prevent the Receiving Party from using or disclosing to others Confidential Information, if the Receiving Party can prove that the Confidential Information:
- 12.2.1 is or has become part of the public domain other than by acts or omissions of the Receiving Party or its servants;
- 12.2.2 has been furnished to the Receiving Party or its servants by third parties (other than those acting directly or indirectly for the Disclosing Party) as a matter of legal right and without restriction on disclosure;

12.2.3 was lawfully in the possession of the Receiving Party or its servants prior to the Commencement Date and was not acquired by the Receiving Party or its servants directly or indirectly from the Disclosing Party; or

12.2.4 is independently developed by the Receiving Party or its servants without reference to the Confidential Information.

- 12.3 Notwithstanding any other provision herein, the Receiving Party or its servants may disclose Confidential Information where so required by an Authority provided that the Receiving Party promptly notifies the Disclosing Party of such court order or requirement to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- 12.4 Confidential Information shall not be deemed available to the public or in prior possession merely because it is embraced by more general information available to the public or in the Receiving Party's possession.
- 12.5 In the event of a cyber-attack or other form of illegal breach of the information systems of the Receiving Party or its servants (an "Illegal Data Breach") that results in any Confidential Information being accessed or released, notwithstanding any other provision of this Agreement, neither the Receiving Party nor its servants will be liable to the Disclosing Party for the use or disclosure of any Confidential Information in connection with such Illegal Data Breach, provided that the Receiving Party or its servants, as the case may be, had commercially reasonable security measures in place to protect its information systems at the time of the Illegal Data Breach.
- 12.6 UrbanFox agrees to:
- 12.6.1 Process all personal data it has been given in strict accordance with current laws and Customer's instructions and shall inform the Customer if, in its opinion, instructions provided under this Agreement are contrary to law.
- 12.6.2 Implement all appropriate technical and organisational measures that satisfy the legal and regulatory obligations applicable to personal data protection.
- 12.6.3 Inform the Customer as quickly as possible of any request it receives directly from data subjects, from the supervisory authority or from any other competent authority, without cost if the frequency, number and/or complexity of those do not affect UrbanFox's internal organization.
- 12.6.4 Cooperate in a reasonable manner with the Customer to realize data protection impact assessments and provide adequate documentation;
- 12.6.5 Take all effective precautions in the aim of preserving the confidentiality of personal data being processed, unless these data shall be communicated to third parties as required by law or court.
- 12.6.6 Upon becoming aware of it, the Data Processor shall promptly inform the Data Controller of any accidental or unauthorized access to the personal data processed on behalf of the Data Controller or of any other security incidents. It must be noted that data breach shall be notified to the supervisory authority in the 72h after becoming aware of it.
- 12.6.7 Not hold personal data longer than necessary for the purpose defined in the Contract, and at most, two years after the ending of the Services.
- 12.7 UrbanFox will receive and process personal data of the Customer in the performance of the Services. The Customer agrees to submit to UrbanFox a duly signed and completed data processing form available at <https://geodis.com/dp/details-of-data-processing-en>.
- 12.8 In this Agreement, the Customer acts as a Data Controller as defined by Regulation (European Union) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The Customer guarantees the lawfulness and fairness of the processing carried out on its behalf by the Data Processor, performs all necessary acts to this end in dealings with third parties, the supervisory authorities and the Data Processor, and shall

compensate UrbanFox for damages resulting from any legal, regulatory or contractual infringement of its obligations.

12.9 If the Services provided and described in the Agreement require a transfer of personal data outside the European Union or towards a country not benefiting from an adequacy decision from the European Commission, the party recognize and agree to sign the European Standards Contractual Clauses available at <https://geodis.com/dp/scc-geodis-processor>.

12.10 The Customer authorises UrbanFox to use third-party data processors located within or outside the European Union and transfer personal data outside the European Union. UrbanFox has developed policies to ensure that third-party data processors are bound by an agreement requiring them to comply with obligations regarding the processing of the Customer's Personal Data. As a Data Processor, UrbanFox's total liability for damages resulting from an infringement to its legal obligations regarding data protection shall be limited to a maximum of 150,000€.

### 13. Intellectual Property

13.1 "Intellectual Property Rights" means all current and future copyright, patent, trademarks or rights in software, information technology systems, databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any country of the world.

13.2 All Information provided by UrbanFox to the Customer, or which UrbanFox allows the Customer to use, including marketing, advertising and promotional materials ("UrbanFox's Information") are Intellectual Property Rights of UrbanFox. All UrbanFox's Information made available to the Customer are owned by, licensed to and the use of which is regulated by UrbanFox or its licensors.

13.3 All Information and Goods provided by the Customer to UrbanFox shall not and will not violate or infringe (i) upon the rights of third parties, including Intellectual Property Rights or give rise to an obligation to pay any sum in the nature of a royalty, license fee or other liability (ii) any non-disclosure obligations;

13.4 The Customer shall not, without prior written consent from UrbanFox, publish, manipulate, distribute or reproduce, in any style or form, any of the content or copies of any UrbanFox's Information nor may the Customer employ any such content for the purpose of any commercial or business enterprise.

13.5 The Customer shall not be permitted to modify, translate, reverse engineer, decompile, disassemble or create derivative works founded upon any UrbanFox's Information, software or documentation provided by UrbanFox, its Affiliates or its licensors.

13.6 The Customer hereby grants UrbanFox a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the information, pictures, photos, logos, materials or documents submitted to UrbanFox, and to sublicense the foregoing rights to UrbanFox's Affiliates, including the right to use and reproduce the Information for similar products; provided, however, that UrbanFox will not alter any of the trade marks from the form provided by the Customer (except to re-size trademarks to the extent necessary for presentation) and will comply with the Customer's requests to remove as to specific uses of such trademarks made available by the Customer pursuant to the Agreement; provided further, however, that nothing in the Agreement shall prevent UrbanFox from using the Information without the Customer's consent to the extent that such use is permissible without a license from the Customer or anyone else under any applicable laws.

### 14. Governing Law and Dispute Resolution

14.1 The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in

accordance with the laws of the jurisdiction where UrbanFox is registered and parties submit to the exclusive jurisdiction of the courts where UrbanFox is located.

### 15. General

15.1 In the event of a conflict between any of the provisions in the main body of this Agreement and the provisions in the Schedules, the provisions in the main body of this Agreement shall prevail to the extent of its consistency.

15.2 Every variation, cancellation or waiver of this Agreement must be in writing signed by the managing director, legal representative, director or legal counsel of UrbanFox. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of this Agreement.

15.3 The waiver by UrbanFox of a breach any provisions shall not be construed as a waiver of any succeeding breach nor shall any delay or omission on the part of UrbanFox to exercise or avail itself of any right power or privilege that it has or may have operate as a waiver of any breach or default by the Customer.

15.4 This Agreement constitutes the entire agreement between the parties pertaining to this subject matter and supersedes any and all other oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement.

15.5 If any legislation is compulsorily applicable to any Services, this Agreement shall be read as subject to such legislation and nothing in this Agreement shall be construed as a surrender by UrbanFox of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation. If any part of this Agreement is repugnant to such legislation to any extent such part shall as regards such Services be void to that extent but no further.

15.6 No modification or amendment of this Agreement shall be effective unless submitted and agreed to in writing by the duly authorised representatives of the parties hereto.

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