INFO-TECH CORPORATE SERVICES PTE. LTD.
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Outsource Services Terms

1. Introduction

Thank you for choosing Info-Tech Corporate Services Pte. Ltd.("**Info-Tech**")! Before you begin using Info-Tech's outsourcing service, we need you to look through and accept Info-Tech's terms of service.

We know it is tempting to skip these terms of service. But it is important to establish what you can expect from us, and what we can expect from you.

Understanding these terms of service is important because, by using our service, you are agreeing to these terms of service. If you do not agree to any of our terms of service, then you cannot use our service. In that case, please reach out to us and we would be happy to discuss.

2. Important terms

In this section we define some important terms. The words highlighted in bold will have the same corresponding meaning every time it is used within these terms of service.

2.1. **You and Info-Tech**: When we say **you** or **your** or **Customer**, we mean both you, your representatives and/or agents, and any entity or firm that you are authorised to represent. When we say **Info-Tech**, **we**, **our**, or **us**, we mean Info-Tech Corporate Services Pte. Ltd, our representatives and/or agents, our subsidiaries or other entities in our group of companies, and our affiliates. When we say **party** or **each party**, we mean you or us, individually. When we say **parties**, we mean you and us, both.

2.2. **Agreement**: When we say **agreement**, we mean the agreement for us to provide you with the outsourcing services in accordance with our terms of service including these terms of service (Outsourcing Services Terms), relevant quotations issued by us, the TOS, and the Data Protection Policy (if relevant to personal data).

2.3. **Confidential information**: When we say **confidential information**, this includes (but is not limited to) all information:

(a) which has commercial value or utility in the business of the disclosing party; and/or

(b) which the disclosing party has designated as confidential information in writing to the receiving party.

2.4. **Accounting Software Subscription:** means Info-Tech's Cloud Accounting Software Subscription.

2.5. **Mobile app**: Our **mobile app** means Info-Tech's software mobile application.

2.6. **Platform**: Our platform includes (but is not limited to) any functionalities, services, or features offered on Info-Tech's Cloud Accounting Solution software, such as Info-Tech's mobile app and web portal.

2.7. **Services**: Our **services** means Info-Tech's Outsourcing Services. The scope of our service is set out in the quotation issued by us to you which forms a part of this agreement. For the avoidance of doubt, the scope of work set out in relevant quotation shall always prevail over the scope of work stated in these terms and conditions.

2.8. **Web portal**: Our **web portal** means Info-Tech's Cloud Accounting Solution software website portal.

2.9. **TOS:** Our TOS means other terms of service which can be found at https://www.infotech-corp.com.sg/terms-of-service and https://www.info-tech.com.sg/terms-of-service .

2.10. **Info-Tech**: Info-Tech Corporate Services Pte. Ltd., its subsidiaries, its parent company, its holding company, and/or any other company in the same group of companies.

2.11. **Data Protection Policy**: https://www.infotech-corp.com.sg/privacy-policy

3. Pricing and payment

In this section we explain some of our general pricing and payment terms.

3.1. **Quotation**: You will need to pay for our service and/or ad hoc service according to the quotation that we issue to you. The general pricing and payment terms in this

section are in addition to any terms set out in our quotation. If there is a conflict in the terms in the quotation and in our terms of service, the terms in our quotation will apply.

3.2. **Taxes**: You are responsible for paying all taxes/ stamp duties applicable to your use of our service.

3.3. **Importance of timely payment**: You must make timely payments according to the payment timeline set out in our quotation and/or invoices. If we do not receive timely payments, we may:-

(a) Charge an additional administrative fee as set out in our quotation and/or invoice; or
(b) suspend or terminate our services to you.

In this regard, we shall not be responsible for any expenses, liabilities, damages, loss of profit, or any cost related to and/or arising from the said extra charges/suspension/termination resulting from any late or non-payment.

4. Services

This section sets out the terms relating to our services.

4.1. **Services:** Info-Tech will provide you the services stated in the quotation between Info-Tech and you. You may refer to Annex A for accounting outsource services and Annex B for company secretarial services.

4.2. **Ad-hoc services:** Info-Tech may provide additional ad-hoc services on a per-attempt basis. Each attempt shall be charged separately, regardless of the outcome. For example, if an application for employee visa is rejected or unsuccessful, the attempt shall still be considered as a completed attempt. Any subsequent application or re-application or appeals requested by the customer shall be treated as a new attempt and charged separately.

4.3. **Your cooperation and access to information**: In connection with the Services, you shall provide us with all necessary cooperation in relation to the Services and all necessary access to such information as may be required by us. In the event of any delays in your provision of such assistance as agreed by the parties, we may

adjust any agreed timetable or delivery schedule as reasonably necessary. In this regard, you agree that you shall:-

4.3.1. Provide complete, accurate, and timely information, records, and documentation;
4.3.2. Ensure all transactions are properly authorized;
4.3.3. Grant access to relevant systems, bank statements, and software; and
4.3.4. Review and approve reports, filings, and submissions in a timely manner

4.4. **Prohibited use and compliance with laws**: You represent and warrant that you will not use the Services for any unlawful purposes, including but not limited to money laundering, terrorist financing, fraud, or other illegal activities. You shall indemnify and hold Info-Tech harmless from any loss, damage, or liability arising from any breach of this clause.

4.5. **Accuracy and timeliness of information**: You acknowledge that accurate and timely submission of information is essential for regulatory compliance and the provision of Services by us. You shall be solely responsible for ensuring that all information, instructions, and documents provided to us are accurate, complete, and submitted in a timely manner. You shall also be responsible for identifying, organising, and providing all relevant documents required for the requested services. The Customer shall not merely provide a collection of documents and expect Info-Tech to determine, at its own discretion, which documents should be submitted, which documents are irrelevant, or how documents should be arranged. Any additional document review, assessment, organisation, or arrangement shall be subject to additional charges.

4.6. **Your responsibility for regulatory consequences**: If you provide inaccurate, incomplete, or delayed information that results in regulatory non-compliance, penalties, fines, or late filing fees; errors in statutory filings, tax computations, or corporate governance documents; or delays or failures in the provision of Services, you assume full liability for any resulting losses, fines, penalties, or damages.

4.7. **Additional fees for rectification work**: If Info-Tech is required to rectify any errors due to incorrect or incomplete information provided by you, Info-Tech may charge additional fees at Info-Tech's prevailing hourly rates for the time and effort required to amend the filings, resubmit documentation, or liaise with regulatory authorities.

4.8. **Exclusion of liability for your failures**: We shall not be held responsible for any negative consequences arising from your failure to review and approve documents before submission; your failure to provide required regulatory information within prescribed deadlines; or any errors in tax filings, accounting records, or statutory submissions caused by incorrect data provided by you.

4.9. **Software Subscription:** To receive the Services, you must maintain an active Accounting Software Subscription throughout the entire period during which the Services are provided. If your Accounting Software Subscription is cancelled, expires, or otherwise becomes inactive at any time during the service period, we reserve the right to suspend or terminate the Services with immediate effect.

4.10. **On-Site Services:** The services stated herein shall not include on-site services, unless clearly stated in the quotation.

5. Data protection

5.1. **Data protection policy**: Our collection, use, and disclosure of personal data will be in accordance with the terms of our data protection policy, which may be amended from time to time. Our data protection policy forms part of these terms of service. You may find a copy of our data protection policy **https://www.infotech-corp.com.sg/privacy-policy .**

5.2. **Purpose of data use**: We will ensure that the use, collection, and disclosure of personal data is only for the purposes arising out of these terms of service.

5.3. **Data intermediaries**: Data intermediaries are organisations that process data on behalf of other organisations. You agree that where we process personal data for the purposes arising out of these terms of service, we act as your data intermediaries.

5.4. **Consent**: You confirm that you consent to our collection, use, and disclosure of your personal data in **accordance** with our data protection policy for the purposes of providing our service to you. If you provide the personal data of any third parties (including your employees) in connection with our service, you confirm that these third parties have consented to the collection, use, and disclosure of their personal data in accordance with our data protection policy for the purposes of providing our service to you.

5.5. **Accuracy of personal data**: It is your responsibility to ensure that the personal data that you provide to us is true, accurate, and complete.

5.6. **Data breach notifications**: A **data breach** is an incident which exposes personal data to unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. In the event of any actual or suspected data breach, we will assess **whether** it is a **notifiable breach**. A notifiable breach is a data breach that will likely result in significant harm to individuals, and/or are of a significant scale. Once a notifiable breach is established, we will notify you of the breach without undue delay and in any event within 24 hours of establishing such breach.

6. Confidential Information

While using our service, you may disclose confidential information to us. You may also become aware of confidential information about us. In this section we explain what parties are expected to do when dealing with each other's confidential information.

6.1. **Protecting confidential information**: Parties agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised third parties. This obligation continues even after the termination of this agreement.

6.2. **When information and material is not confidential**: For the purposes of this agreement, information and material that is ordinarily confidential information will not be so considered if it:

(a) is generally known or available to the public through no fault of the receiving party;
(b) is known to the receiving party before the time of disclosure by the other party;
(c) is independently developed or learned by the receiving party (so long as this can be demonstrated through documentary evidence);
(d) is lawfully obtained from a third party who has the right to make such disclosure; and/or
(e) is released for publication by the disclosing party in writing.

6.3. **Disclosure required by law or competent authority**: If a party is required to disclose the other party's confidential information by law, any governmental or

regulatory authority, a court, or other authority of competent jurisdiction, that party may disclose the other party's confidential information so long as:

(a) the disclosure is to the extent that is legally permitted;
(b) the party required to disclose confidential information will give the other party as much prior notice of such disclosure as possible; and
(C) the party required to disclose confidential information will take into account the reasonable requests of the other party in relation to the content of such disclosure.

7. Use of our platform

You may be given access to our platform for the service period. Although we try to keep our platform running smoothly, as with all tech products, you may experience downtime and data loss when using our platform.

In this section we set out the terms relating to the use of our platform. These terms are in addition to our TOS which can be found https://www.info-tech.com.sg/terms-of-service and https://www.infotech-corp.com.sg/terms-of-service.

7.1. **Maintenance and downtime**: Our technical team works hard to keep our platform running smoothly. However, you may experience downtime on our platform due to maintenance work and other technical issues. We will try our best to notify you in advance of any downtime on our platform.

7.2. **Data loss**: As with the use of all tech products, you may experience data loss on our platform. We will nevertheless endeavour to minimise this risk.

7.3. **Technical support**: If you do experience any technical difficulties on our platform, you may check out the **Technical FAQ** page on our website which should help you with most situations. If you are still unable to resolve your issue, you may reach out to your dedicated Outsource Consultant for assistance.

8. Liability and indemnity

This section sets out key factual assumptions that each party confirms to be true. It also sets out parties' respective liabilities under these terms of service. This is an important section so please read it carefully.

8.1. **Services provided "as is"**: The Services and the content and documents generated by the Platform are provided on an "as is" basis. No assurance, representation or warranty of any kind is made whether express, implied or statutory including but not limited to warranties of title or implied warranties of satisfactory quality, fitness for a particular purpose or non-infringement.

8.2. **Indemnity**: You agree to indemnify and hold Info-Tech (and/or affiliates, officers, directors and employees) harmless from and against all liabilities, damages, claims, costs (including legal fees), and expenses in connection with or arising from:

(a) your use of our service;
(b) your violation of this agreement or any law or regulation;
(c) a third party claim against us relating to or arising out of your use of our service.
(d) inaccurate, incomplete or late information provided by you; and
(e) actions taken by Info-Tech pursuant to your instructions;

8.3. **Disclaimer of warranties**: except as expressly provided in our terms of service:-

(a) You are solely responsible for the results obtained from your use of our service and for the conclusions drawn from such use.
(b) We are not liable for any damage caused by errors or omissions in any information, material, or data provided to us by you. We are also not liable for any loss or damage caused by any actions taken by us at your direction.
(c) To the extent that is allowed by law, we exclude all warranties, representations, conditions, and all other terms of any kind whatsoever implied by law.

8.4. **Limitation of liability**: To the extent that is allowed by law, our liability to you in relation to your use of our service or these terms of service in any circumstance, is limited as follows:

(a) We are not liable for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense arising from your use of our service.

(b) We are not liable to compensate you for any loss or damage resulting from downtime or data loss on our mobile app.

(c) Other than liability that we cannot exclude or limit by law, our aggregate liability to you in any circumstances (including claims for negligence) is limited to the amount equal to the value of services provided to you six (6) months preceding the claim.

8.5. **Events outside of our control**: We will not be liable for any failure or delay in performing our obligations under these terms of service arising from any cause that is outside of our reasonable control. In the event of such delay, our performance will be extended for a period of time equal to the time lost by reason of the delay and any additional recovery time required by us.

8.6. **Not advice:** We do not provide any tax, audit, payroll, accounting, legal, or other professional advice. We strictly act based on your instructions, including inputting the information, formulas, and parameters provided by you into the system for your accounting purposes. We may offer suggestions, but they are not professional advice, and you are free to decide whether to accept or reject them. You remain solely responsible for the accuracy and legality of all calculations, and outputs.

9. Termination and suspension

This section explains when and how our service may be terminated or suspended.

9.1. **Termination by notice**: Either party may terminate this agreement prior to the end of the service period by giving the other party three months prior written notice. In the event of early termination by you, you are liable to pay the contract price for the service period in full. Once the contract amount has been fully paid, no refund shall be provided for the remaining period of the Contract.

9.2. **Termination or suspension for cause**: We may terminate this agreement or suspend our service with immediate effect if:

(a) you breach any of our terms of service;

(b) you make any voluntary arrangement with your creditors or become bankrupt or subject to an administration order or go into liquidation;

(c) an encumbrancer takes, or a receiver is appointed to take, any of your property or assets; and/or

(d) you fail, neglect, and/or refuse to maintain an active subscription of the Accounting Software Subscription.

9.3. **Effect of termination or suspension**: In the event of termination (at no fault of Info-Tech), you shall be liable to pay the full agreed price (stated in the quotation or otherwise, whichever higher) for the service period in full. In the event of a suspension, our services will be temporarily halted. However, you will remain responsible for payment for the duration of the suspended service period.

10. Disputes

In this section we explain how disputes between parties should be resolved.

10.1. **Resolving disputes**: If you have any concerns with our service, please contact us at sales@infotech-corp.com.sg or call 6297 3398. We will try our best to resolve your concerns as quickly as possible. If we are unable to resolve your concerns, parties agree to resolve any dispute, claim, question, or difference arising out of or relating to these terms of service or any agreement executed pursuant to these terms of service as follows:

(a) Parties will use their best endeavours to settle such dispute, claim, question, or difference amicably. To this effect, parties will consult and negotiate with each other in good faith to reach a just and equitable solution that is satisfactory to all parties.

(b) In the event that parties are unable to settle the dispute, claim, question, or difference amicably:

i. for claims valued at S$30,000 and below, and are eligible for a small claim, parties agree to file such claims in the small claims tribunal;

ii. and for all other claims, parties agree to the exclusive jurisdiction of the Singapore Courts.

10.2. **Governing law**: Singapore law will govern all disputes arising out of or relating to these terms of service.

11. Housekeeping matters

11.1. **Notices**: Your notices to us must be sent to sales@infotech-corp.com.sg. Any notices that we send to you will be sent to the email address set out in our quotation. You are responsible for notifying us of any change in your contact information during the service period.

11.2. **Enforcement of terms**: If it turns out that any provision of these terms of service is unenforceable, the validity, enforceability, or legality of the remaining provisions will not be affected or impaired and will continue to remain in force.

11.3. **Third party rights**: These terms of service describe the relationship between you and Info-Tech. They do not create any legal rights for other people or organisations, even if others benefit from that relationship under these terms. You must not assign any of your rights, benefits, and/or obligations under this agreement to any third parties without obtaining our prior written consent.

11.4. **Waiver of right or remedy**: If you do not follow these terms of service, and we do not take action right away, that does not mean that we are giving up any rights that we may have, such as taking action in the future.

11.5. **Other Agreements**: These terms of service (Outsource Services Terms), the terms stated in the quotation, the Data Protection Policy, and the TOS ("**Contract**") shall serve to complement each other. All interpretation shall always be in favour of reconciliating the terms of the Contract. In the event of any inconsistencies the order of precedence shall be as follows:-

i. The quotation;
ii. Data Protection Policy;
iii. This terms of service (Outsource Services Terms); and
iv. The TOS.

Accordingly, the terms of the quotation shall prevail over the Data Protection Policy, the Data Protection Policy shall prevail over these terms of service (Outsource Services Terms), and the terms of these terms of service (Outsource Services Terms) shall prevail over the TOS.

11.6. **Previous agreements**: The Agreement constitutes the entire and exclusive agreement between the parties concerning the subject matter hereof. No representations, warranties, promises, or terms, whether verbal or written, made by either party prior to the execution of the Agreement shall be binding upon the parties, unless expressly incorporated into the Agreement. Any prior agreements, understandings, or discussions, whether in writing or oral, are hereby superseded and shall have no force or effect. No agreement, arrangement, or terms proposed by the Customer shall supersede or amend the Agreement unless expressly agreed to by us in writing. Where any such written agreement amends or

supersedes specific provisions of the Agreement, only those provisions expressly identified as amended or superseded shall be affected. All other terms and conditions of this Agreement that are not inconsistent with such written agreement shall remain in full force and effect.

11.7. **Changes to terms**: We may update our terms of service from time to time. We will post any such updates on our website. Your continued use of our service following the posting of any changes constitutes acceptance of those changes.

11.8. **Independent:** The parties hereto are independent contractors and neither party is a partner or joint venture or employee or agent of the other nor is either party entitled to act as the other party's agent nor shall the latter be liable in respect of any representation, act, or omission of the former of whatever nature.

11.9. **Successors-in-title:** This Agreement shall be binding upon the parties hereto and their respective successors-in-title and permitted assigns.

You have reached the end of our terms of our Outsource Services Terms. Thank you for reading our terms. Please do not hesitate to contact us if you have any questions.