

Background:

FOMO Pay is a merchant acquisition service in Singapore. The Merchant contracts with FOMO Pay to accept and process payment transactions upon and subject to the terms of this Agreement.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION**1.1 Interpretation**

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 apply:

Agreement means these General Business Terms and Conditions together with all Schedule(s);

Agreement Period means the period beginning on the date of this Agreement and ending on the date on which all amounts due and owing under this Agreement have been unconditionally and irrevocably paid and discharged in full;

Confidential Information has the same meaning given to it in Clause 9.1;

Documentation means the operation instructions, user manuals, help files and other technical information and material, in printed, written or electronic form in any media and format, delivered to the Merchant that are intended for use in connection and/or the Services;

End User or **Customer** means any individual that purchases the Merchant's goods or services for end use, not for redistribution or resale and whose information will be submitted by the Merchant to FOMO Pay or FOMO Pay's Service Providers during the course of this Agreement;

Intellectual Property Rights means all present and future copyrights, trademarks, service marks, business names, internet domain names, design rights, database rights, semiconductor topography rights, other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, including the "look and feel" of any websites, undisclosed or confidential information (including know-how, trade secrets and inventions, whether patentable or not), and any other intellectual property and proprietary rights of whatever nature, whether registered or not, recognised in any jurisdiction;

Payment Card Industry Standard means the payment standards adopted by the Payment Card Industry Data Security Standard;

PDPA means the Personal Data Protection Act 2012 in Singapore;

Pricing Schedule means the pricing schedule attached in Schedule 1;

Services mean such services as set out in the Schedule(s), and where applicable, the licensing of the application programming interfaces software for the Merchant's use pursuant to this Agreement for the purpose of enabling the Merchant to accept payments online;

Service Fee means such fees as set out in the Pricing Schedule;

Service Provider means any third party supplier of payment services to FOMO Pay which are resold and provided by FOMO Pay to the Merchant pursuant to this Agreement;

SIAC means the Singapore International Arbitration Centre; and

SIAC Rules means the Arbitration Rules of the SIAC.

2. AGREEMENT TO PROVIDE THE SERVICES

2.1 Submission of Application Order Form

The Merchant agrees to submit an online application order form correctly and completely filled in together with supporting documents required by FOMO Pay on the date hereof for FOMO Pay's consideration. The Merchant shall be entitled to use the Service for receiving the payments for goods and/or services of the Merchant only upon obtaining FOMO Pay's permission.

2.2 Provision of Application of Programming Interfaces

Where applicable, FOMO Pay shall provide the application programming interfaces ("API") and other software to enable the Merchant to use the Service. FOMO Pay reserves the right to require the Merchant to install or update any and all software to continue using the Service. Our Service also may include software to help the Merchant manage recurring and subscription billing charges for the Merchant's products and services. It is the Merchant's responsibility to obtain the Merchant's customers' consent to be billed on a recurring basis in compliance with applicable legal requirements.

2.3 Terms of Use

The Merchant has thoroughly read and comprehended the Terms of Use of the Service in this Agreement and agrees to such Terms of Use, including any further amendments to be announced by FOMO Pay in accordance with this Clause. In the event the Merchant is not agreeable to any amendments introduced by FOMO Pay, the Merchant is entitled to terminate this Agreement in accordance with this Clause.

2.4 Due Diligence

The valid formation of this Agreement is contingent upon the satisfactory results of due diligence procedures that may be conducted by FOMO Pay with regards to the Merchant. Accordingly, FOMO Pay reserves the right to reject the Merchant's account set up or registration, notwithstanding that the online application order form in Clause 2.1 has been accurately completed by the Merchant, and FOMO Pay may, but is not obligated to, provide the Merchant with a written explanation explaining the reason for rejection.

3. CONSIDERATION

3.1 Service Fee

FOMO Pay is entitled to the Service Fee for performance of obligations hereunder according to the rate and payment method specified in the Pricing Schedule between the Merchant and FOMO Pay.

3.2 Increment

During the Agreement Period, if there are any factors or changes resulting in increment of service fee for performance of FOMO Pay hereunder, the Merchant agrees that FOMO Pay is entitled to amend the rate of service fee by giving at least thirty (30) days advance notice to the Merchant. In the event the Merchant is not agreeable to any amendments introduced by FOMO Pay, the Merchant is entitled to terminate this Agreement in accordance with Clause 6.

3.3 Exchange Rate

During the Agreement Period, the Merchant agrees that FOMO Pay is entitled to decide on a reasonable commercial exchange rate if there are any exchange conversions involved in the payment process.

3.4 Other taxes

The Merchant acknowledges and agrees to bear all taxes and levies including, but not limited to, goods and services tax and other similar taxes and levies, as may be imposed by the applicable law on any transactions entered into pursuant to this Agreement (other than FOMO Pay's income tax). In the event that the Merchant fails to do so and FOMO Pay has to pay such taxes or levies on the Merchant's behalf, FOMO Pay will be entitled to claim for full reimbursement from the Merchant, including any interest and/or penalty payment that may be levied by any governmental authority. Payment of fees under this Agreement shall be made in full, free and clear of any deductions and set-offs and without deduction or withholding for or on account of any present or future taxes now or hereafter withheld or assessed by any governmental authority. If any such taxes are required to be withheld from any amounts payable to FOMO Pay, the amount that the Merchant pay to FOMO Pay shall be increased to the extent necessary to yield to FOMO Pay (after deduction or withholding of all such taxes) a net amount equal to the amount FOMO Pay would have received had no such deduction, assessment or withholding been made.

4. FOMO PAY'S UNDERTAKINGS

FOMO Pay shall have duties and responsibilities as follow:

4.1 Collection of payments

FOMO Pay shall have a duty only to collect the amount of payments for goods and/or services on behalf of the Merchant. FOMO Pay is not involved in any contracts entered into between the Merchant's customers and/or clients, and the Merchant or in any right and duty among those parties.

In case of any disputes arising from the Merchant's failure to comply with the terms and conditions of contracts made with its customers and/or clients, FOMO Pay shall in no event be liable or jointly liable. The Merchant shall be solely responsible for such dispute to its customers and/ or clients.

4.2 Remittance of payments

FOMO Pay shall gather all the payments for goods and/or services on behalf of the Merchant and, after deduction of the service fee according to this Clause 4 and any expenses (if any) such as telegraphic transfer fees, etc., remit it to the Merchant's account within the specified period and according to the payment method in accordance with this Agreement between the Merchant and FOMO Pay.

In no event shall FOMO Pay be responsible where:

- (a) the Merchant intentionally or negligently reveals to any other persons its customers bank account details, credit card details, username and password information;
- (b) the Merchant's failure to store customers details securely;
- (c) in the case that the Merchant has acted dishonestly; or
- (d) the Service hereunder has any delay as a result of causes beyond FOMO Pay's control including, but not limited to, suspension of settlement during public holidays.

5. MERCHANT'S UNDERTAKINGS

The Merchant shall have the duties and responsibilities as follows:

5.1 Payment

The Merchant agrees to pay the service fee and any other expenses for the Service hereunder according to the period, payment method and rate as fixed by FOMO Pay in the Agreement between the Merchant and FOMO Pay.

5.2 Receipts

The Merchant has a duty to issue receipts/tax invoices or any evidence of receipt to customers and/or clients as prescribed by law.

5.3 Modification

If the Merchant intends to modify its payment type and/or amend the method or conditions for selling of goods, engaging of services or performing of works, affecting FOMO Pay's performance of Service hereunder, the Merchant agrees to notify FOMO Pay of such in writing thirty (30) days in advance.

5.4 Error, delay or temporary suspension

The Merchant acknowledges and agrees that in case the Service hereunder has any error or delay or has been temporarily suspended, arising from service connection system or computer system or any relevant system or virus attack or electronic equipment problems and/or force majeure or any causes beyond FOMO Pay's control, the Merchant shall not raise such error to claim any damages against FOMO Pay and shall notify FOMO Pay immediately of such error. FOMO Pay will use its best efforts to solve the problem hastily, and the Merchant agrees to fully assist and cooperate with FOMO Pay to solve such problem.

5.5 Indemnity

The Merchant agrees to defend, indemnify and hold FOMO Pay, its officers, directors, employees and agents, successors and assigns harmless from and against any and all damages, costs, losses and expenses (including legal costs on a full indemnity basis) and other liabilities to third parties (including but not limited to claims by other FOMO Pay's Service Providers, as well as penalties imposed by regulatory authorities for breach of any applicable law including but not limited to the PDPA) which are attributable to the wilful misconduct or gross negligence of the Merchant.

5.6 Unauthorised usage

If an End User claims that an unauthorized payment or fraudulent transaction is made via FOMO Pay platform, the Merchant shall provide relevant proof to prove that the it has been properly delivered or rendered the goods and services with respect to the order of the transaction. The proofs include but are not limited to closed circuit television record in the Merchant's outline, as well as product names and prices. The specific type of the proof is subject to the nature of the products and shall be reasonable enough for its purpose. If the Merchant fails to provide such proof or the proof provided is not adequate or the unauthorized payment is due to the Merchant's wilful default or negligence, the Merchant shall reimburse FOMO Pay for any losses sustained and will be netted against any amount owed by FOMO Pay to the Merchant.

5.7 Evidence of payments

In case of receipt of the payments for goods and/or services, the Merchant must keep, not less than 36 months, sales record or proof of trade, delivery of goods/services and receipt of payments such as tax invoice, shipping slip, receipt, etc. as proof in any disputes happen thereafter. If FOMO Pay desires to verify the Merchant's transactions, the Merchant agrees to provide FOMO Pay with all relevant information and documents within a specified period. The Merchant also agrees to assist FOMO Pay in order to acquire such information and documents and shall not, in any circumstances, obstruct, weaken, destroy or hinder FOMO Pay from acquiring such information and documents.

6. TERMINATION

6.1 Term

The initial term of this Agreement shall be one (1) year from the latest date of signing by both parties, and thereafter shall be automatically renewed for additional term(s) of one (1) year and will therefore subsist until the Agreement is terminated in accordance with the terms as set out in this Section or when either Party has communicated the intention to not renew the Agreement by providing thirty (30) days prior written notice before the date of expiry of the effective term.

6.2 Default

If either Party defaults in the performance of any provision of this Agreement, the non-defaulting party may give written notice ("Default Notice") to the defaulting party to have the default cured within the period of 14 calendar days as specified in the Default Notice.

6.3 Insolvency

Either Party may terminate this Agreement immediately by written notice if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

6.4 Violation of laws

In the event that FOMO Pay reasonably believes that the Merchant's conduct (including without limitation intentionally transmitting inaccurate and/or incomplete data to FOMO Pay or FOMO Pay's Service Provider) or the Merchant's products or services violate applicable laws, potentially allows for online frauds or is howsoever (potentially or otherwise) related to any online frauds, or pose a security, infringement or any other legal threat to our systems, equipment processes, or Intellectual Property Rights in breach of this Agreement ("Threat"), FOMO Pay will provide the Merchant with written notice of the Threat and shall be entitled in our sole discretion to:

- (a) require the Merchant to remedy the Threat within a specified number of days; and
- (b) terminate this Agreement immediately.

In addition, FOMO Pay reserves the right to temporarily suspend the Merchant's account during the period that the Threat remains uncured, and to permanently deactivate the Merchant's account without further notice upon the termination of this Agreement.

6.5 Use of Trademarks

Upon termination or expiration of this Agreement,

- (a) each Party shall immediately discontinue any use of the other Party's trademarks and the other Party's products and services;
- (b) each Party shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the two parties;
- (c) each Party agrees not to act in any way that may damage the reputation of the other Party or the other Party's products or services;
- (d) the Merchant shall cease to promote, solicit or procure orders for the Services;
- (e) the Merchant shall uninstall and cease all use of the API and Documentation, and return the same to FOMO Pay within thirty (30) days; and
- (f) each Party shall, within thirty (30) days of a written request from the other Party, return or destroy any and all Confidential Information or Intellectual Property of the other Party, at the disclosing Party's discretion.

7. REPRESENTATIONS AND WARRANTIES

7.1 FOMO Pay represents and warrants that at all times, while this Agreement remains in effect:

- (a) FOMO Pay, as a Data Intermediary (as defined in the PDPA), does and will comply with all applicable laws, rules and regulations of Singapore, including without limitation, laws regarding privacy and protection of consumer data and applicable rules of payment schemes;
- (b) in the event that FOMO Pay has access to End User Information, FOMO Pay shall exercise commercially reasonable efforts to maintain and observe all reasonably necessary security measures to protect FOMO Pay's systems and the End User Information contained therein from unauthorized control, tampering or any other unauthorized access, where FOMO Pay's systems means the computer systems operated by FOMO Pay or which store End User Information, or that transmit End User Information;
- (c) FOMO Pay has the full power and authority to enter into and perform this Agreement;
- (d) FOMO Pay is duly incorporated and validly existing under the laws of Singapore;
- (e) FOMO Pay agrees that this Agreement constitutes legal and binding obligations on FOMO Pay;
- (f) FOMO Pay possesses all Intellectual Property Rights and/or consents, permits, approvals and/or licenses, which may be necessary or desirable to perform its obligations under this Agreement.

7.2 The Merchant represents and warrants that at all times, while this Agreement remains in effect:

- (a) any and all agreements between the Merchant and the End User, does not include terms that prohibit the disclosure and transmission of End User Information to FOMO Pay and FOMO Pay's Service Providers, as well as the transfer of End User Information to FOMO Pay's Service Providers in other countries;
- (b) include terms that disclaim all of FOMO Pay's liability as well as that of FOMO Pay's Service Providers to the Merchant and the Merchant's End User(s) for loss of profits, loss of interest, loss of business revenue, loss of anticipated savings, loss of business, damage to business reputation or goodwill, any and all indirect, incidental, consequential, special and exemplary damages (whether or not FOMO Pay has been advised of the possibility of such damages);
- (c) include terms that limit any direct damages, under any legal or equitable theory, to fees received by FOMO Pay or FOMO Pay's Service Providers for provision of Services to the Merchant and/or the Merchant's End User(s), during the three-month period immediately preceding the date that the cause of action arose;
- (d) the Merchant shall comply with the Payment Card Industry Standard requirements, if applicable, as amended from time to time. The Merchant must comply with the rules, including without limitation, those relating to cardholder information security issues,

non-disclosure of cardholder information and transaction documents, retention and storage of cardholder and transaction information and other security procedures adopted by the card organizations;

- (e) the Merchant shall comply with all applicable laws, rules and regulations of the jurisdictions in which Merchant operate, including without limitation, laws regarding privacy and protection of consumer information;
- (f) the Merchant's products and/or services do not infringe on or violate the intellectual property rights of any third party and will not contain any content which violates any applicable law, regulation or third party right.
- (g) the Merchant will use FOMO Pay Services only for the products and/or services and at the sites that Merchant has declared to FOMO Pay;
- (h) all information herein contained and provided by the Merchant is true and accurate in all respects and not misleading in any respect;
- (i) the Merchant shall maintain and observe all reasonable security measures to protect the Merchant's systems and data contained therein from unauthorized control, tampering or any other unauthorized access where the Merchant's Systems shall mean computer systems operated by the Merchant's or on the Merchant's behalf that capture or store End User Information or that transmits End User Information to FOMO Pay and/or FOMO Pay's Service Providers. FOMO Pay will not be liable for the disclosure, monitoring, loss, alteration or corruption of the Merchant's data to the extent that it results from the Merchant's failure to implement reasonable security measures to protect against the unauthorized use of facilities, computers network access devices and passwords. In the event that the Merchant require FOMO Pay to retain the service of a forensic investigator, the Merchant will be charged for any expenses incurred in those assessments, provided that FOMO Pay was not responsible for a compromise in the Merchant's systems and/or data;
- (j) the Merchant does not and will not engage in any money laundering and/or terrorism financing activities, and the Merchant agrees that FOMO Pay may refuse to execute any transaction, order or payment if FOMO Pay suspects that any monies have been obtained from illegitimate sources, or that any fraud or illegality is involved;
- (k) all information herein contained and provided by the Merchant is true and accurate in all respects and not misleading in any respect;
- (l) the Merchant has the full power and authority to enter into and perform this Agreement and shall ensure that it seeks all relevant regulatory, third party and shareholders (if any) approvals to entitle it to perform and complete its obligations under this Agreement;
- (m) the Merchant is duly incorporated and validly existing under the laws of the Merchant's country of incorporation;
- (n) the Merchant has adequate resources to make payment in accordance with the provisions of this Agreement and the Merchant is not in receivership or liquidation, has

taken no steps to enter liquidation and no petition has been presented for the Merchant's winding-up and there are no grounds on which a petition or application could be based for the Merchant's winding-up or appointment of a receiver;

- (o) that all goods and/or services sold are not goods and/or services prohibited by law and good morals or that would expose FOMO Pay's image to risk;
- (p) the Merchant agrees that this Agreement constitutes legal and binding obligations on it.

Upon failure of any of the above representations and warranties, the Merchant agrees that FOMO Pay is entitled to terminate this Agreement immediately and the Merchant shall be responsible for all damages incurred by FOMO Pay, including any loss incurred by the Merchant as the result of its non-performance of this clause.

8. VERIFICATION

FOMO Pay shall conduct Know Your Customer ("KYC") and due diligence on the Merchant (to the extent applicable) and the Merchant agree to co-operate fully as requested by FOMO Pay. If there is any change to any of the Merchant's information previously submitted to FOMO Pay, the Merchant shall notify FOMO Pay of the same in writing as soon as practically possible.

To verify the Merchant's identity, FOMO Pay may require additional information including without limitation the Merchant's business registration number, date of birth, and such other information or records as may be required for FOMO Pay to comply with any contractual or compliance obligations (including obligations to comply with obligations relating to anti-money laundering, know your customer and sanctions screening) as may be determined to be applicable by FOMO Pay in our absolute discretion provided always that such discretion if exercised must be of reasonable basis. FOMO Pay may also ask for additional information to help verify the Merchant's identity and assess the Merchant's business risk including business invoices, government issued identification, or a business license. FOMO Pay may ask the Merchant for financial statements. FOMO Pay may request for the Merchant permission to do a physical inspection at the Merchant's place of business and to examine books and records that pertain to the Merchants compliance with this Agreement. The Merchant's failure to comply with any of these requests within five (5) days may result in a reduction in transaction limits, suspension or termination of this agreement. FOMO is authorized to retrieve additional information about the Merchant from third parties and other identification services.

9. CONFIDENTIALITY

9.1 Non-public information

Unless stated otherwise, all non-public information relating to either Party including, but not limited to, its personal data, sensitive personal data, investment strategy, holdings, products or services acquired in connection with the Agreement ("Confidential Information") shall be treated as private and confidential at any time during the term of the Agreement and after the termination of the Agreement and shall not be disclosed to any third party without the prior written consent of the other Party.

9.2 Disclosure

Each Party may disclose Confidential Information:

- (a) to their employees, officers, agents, counsels, auditors, professional advisers or other representatives who are involved in the provisions of the Services or, in our case, to those who need to know such Confidential Information for the purpose of carrying out proper performance of the Services; or
- (b) which are bound to be disclosed under compulsion of any applicable governmental regulation or by request of any governmental regulator.

9.3 No duty to disclose

FOMO Pay shall be under no duty to disclose to the Merchant or in making any decision or taking any action in connection with the provision of the Services to take into account any information or other matters which come to the notice of us, any affiliate or any of our (or any affiliate's) employees, directors, or agents where either:

- (a) this would or FOMO Pay reasonably believe that it would be a breach any duty of fidelity or confidence to any other person; or
- (b) the information or matter does not come to the actual notice of the account executive or other individual providing the Merchant with the Service in question.

10. LIMITATION OF LIABILITY

- 10.1** Neither Party excludes liability for death or personal injury arising from its negligence or that of its subcontractors.
- 10.2** The liability of a Party, with respect to any direct loss suffered by the other Party arising from any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory, shall be limited to the total fees paid by the Merchant to FOMO Pay during the twelve (12) months immediately preceding the date that the cause of action arose.
- 10.3** Neither Party shall be liable to the other party for any loss of profits, loss of interest, loss of business revenue, loss of anticipated savings, loss of business, damage to business reputation or goodwill, any and all indirect, special or consequential damage or loss suffered or incurred by the other Party arising out of any breach of this Agreement by either Party, and for the purposes of this Agreement, indirect, special or consequential damage or loss shall include but is not limited to the incurring of liability for loss or damage of any nature whatsoever suffered by third parties except for the indemnification as set out in Clause 5.5 above.
- 10.4** Without prejudice to any other provisions in this Clause 10, the Merchant agrees that FOMO Pay shall have no liability to the Merchant for any delay or refusal to execute any payment, transaction or perform any obligations without notice to the Merchant, if FOMO Pay reasonably suspects or is of the reasonable opinion that there is or may be any contravention of any applicable law, regulation, rule or code, or if FOMO Pay were to proceed with such execution, FOMO Pay would otherwise be in breach of any duty, law, code, rule or regulation applicable to FOMO Pay.

- 10.5** The support services, service levels, response times and any other deliverables (collectively the "Support Services") as may be set out in any Schedule(s) shall be performed diligently by FOMO Pay, and with due care and skill and otherwise in line with best practice within its industry, however, the Merchant acknowledge and agree that FOMO Pay does not warrant or guarantee that the Support Services will always be in compliance with the details as stipulated in the Schedule(s) and the Merchant shall not hold FOMO Pay liable for any such non-compliance nor deem such non-compliance to be a breach of this Agreement by FOMO Pay.
- 10.6** The Merchant shall bear:
- (a) all collection risk (including, without limitation, charge-backs, credit card frauds and any other type of frauds) in accordance with payment scheme rules with respect to sales of the Merchant's products and/or services, and
 - (b) all responsibility and liability for the proper payment of all taxes which may be levied in respect of sales of such products or services.
- 10.7** FOMO Pay may establish a reserve account for the Merchant's activity and setoff against it any monies owed to FOMO Pay. Any funds held in the reserve account are not held in trust by FOMO Pay, the purpose of the reserve account is to protect FOMO Pay from excessive chargebacks, errors or fraud by the Merchant or its employees. From this reserve account the Merchant are not entitled to interest. FOMO Pay may also delay payment if FOMO Pay, in its sole discretion, is of the reasonable opinion that a transaction is suspicious and requires further investigation.
- 10.8** The Merchant understands and agrees that neither FOMO Pay nor its third party vendors can guarantee the accuracy of any tax, GST or VAT rates obtained from tax authorities.
- 10.9** The Merchant understands and agrees that FOMO Pay has no obligation to attempt to monitor or regulate the content of the Merchant's products or services.
- 10.10** If a user claims that an unauthorized payment or fraudulent transaction is made via the FOMO Pay platform, the Merchant shall provide relevant proof to prove it has properly delivered or rendered the goods and services with respect to the order of the transaction. The proofs include but are not limited to closed circuit television record in the Merchants outline, as well as product names and prices. The specific type of the proof is subject to the nature of the products and shall be reasonable enough for its purpose. If the Merchant fails to provide such proof or the proof provided is not adequate or the unauthorized payment is due to the Merchant's wilful default or negligence, the Merchant shall reimburse FOMO Pay the funds, or the funds may be netted against amounts owed.
- 10.11** Where FOMO Pay funds the settlement with the Merchant, FOMO Pay shall have the right to withhold payment from the Merchant if any of the following circumstances occur:
- (a) in the event that irregularities are detected in respect of the transaction presented by the Merchant or that FOMO Pay has reason to believe that the transaction presented by the Merchant have not been issued for legitimate supply of Products or being fraudulent or illegal, FOMO Pay is entitled to withhold payment until FOMO Pay has examined or verified acceptable supporting proof from the Merchant, and in the event

the transaction is, in FOMO Pay's reasonable opinion, not valid, no payment shall be made by FOMO Pay; or

- (b) the Merchant is identified by a third party payment schemes it is subscribed to or suspected by FOMO Pay to be the Point-Of-Compromise (Compromising Customer Account).

11. OTHER PROVISIONS

11.1 Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Agreement.

11.2 Costs

Each party shall bear its own legal, professional and other costs and expenses incurred by it in connection with this Agreement and their engagement with each other hereto.

11.3 No assignment

Each Party may not assign its rights under this Agreement without the prior written consent of the other Party, except that FOMO Pay may at any time assign its rights under this Agreement to any of its affiliates.

11.4 Illegality

If any term or provision in this Agreement shall be held to be illegal or unenforceable, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder shall not be affected.

11.5 Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the SIAC in accordance with the SIAC Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

- (a) The seat of the arbitration shall be Singapore;
- (b) The Tribunal shall consist of one (1) arbitrator; and
- (c) The language of the arbitration shall be in English.

11.6 Applicable law

This Agreement shall be governed by the laws of the Republic of Singapore. The courts in the Republic of Singapore shall have exclusive jurisdiction over any dispute or claim arising out of this Service and no proceedings shall be commenced in any other country with respect to any such dispute or claim.

11.7 Whole agreement

This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto and no variations hereof made by the Merchant shall be effective unless made in writing and signed off by the Merchant and FOMO Pay.

11.8 No waiver

No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

11.9 Force majeure

Neither Party shall be responsible for any failure to perform its obligations under this Agreement (excluding any payment or indemnity obligation) if such failure is caused by acts of God, natural catastrophes, war, strikes, riots, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such Party. Obligations hereunder shall in no event be excused but shall be suspended only until the cessation of any cause of such failure. In the event that such force majeure should obstruct performance of this Agreement for more than thirty (30) calendar days, the parties hereby shall consult with each other to determine whether this Agreement should be modified or terminated. The Party facing an event of force majeure shall as soon as is reasonably practicable notify the other Party in writing and use commercially reasonable efforts to remedy that situation as well as to minimize its effect.

