

This MSA is between Growth Fuel Consulting (Company) and a Client, each a “party” and together the “parties”.

1. CONFIDENTIALITY

- 1.1. “Confidential Information” shall mean any non-public, proprietary information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by a Disclosing Party, whether in tangible or intangible form and including information that is derived through observation or examination of the Disclosing Party’s facilities or operations, including without limitation, the fact that any Party has entered into this Agreement or provided or obtained services from the other, trade secrets, know-how, designs, product samples, product formulations, prototypes, data, processes, formulas, methods, materials, analyses, reports, compilations, research notes, technology, manufacturing techniques, pricing, the identity of and information relating to services, equipment, procedures, customers, suppliers or employees, sales and marketing information, financial information and any other non-public business information.
- 1.2. Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party; (b) was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing Party as evidenced by the Receiving Party’s contemporaneously written records; (c) is received by the Receiving Party from a third party on a non-confidential basis, unless the Receiving Party knows that the third party is bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; or (d) is or was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party as evidenced by the Receiving Party’s contemporaneously written records.
- 1.3. During the term of this Agreement, the Parties may exchange Confidential Information in furtherance of the performance of their respective duties under this Agreement. Any Party disclosing Confidential Information shall be referred to as the “Disclosing Party” and a Party receiving Confidential Information shall be referred to as the “Receiving Party.”
- 1.4. The Receiving Party shall protect and hold in confidence all Confidential Information of the Disclosing Party, using the same degree of care it uses to protect its own valuable information, providing it shall use no less than reasonable care. The Receiving Party shall limit its disclosure of the Confidential

Information to its directors, officers, employees, Affiliates and/or subcontractors (collectively referred to herein as “Representatives”) who have a “need to know” such Confidential Information to carry out the purpose of this Agreement, and who are subject to legally enforceable obligations in connection with such Confidential Information, which are no less restrictive than those imposed on the Receiving Party under this Agreement.

1.5. Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed by a Receiving Party as required by applicable law or legal process, provided the Receiving Party notifies the Disclosing Party prior to such disclosure, except where such notice is impracticable or prohibited by law, so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protecting order with respect to such disclosure. Notwithstanding the foregoing, Confidential Information that is disclosed pursuant to applicable law or legal process shall remain Confidential Information for all other purposes of this Agreement.

1.6. At the written request of the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party’s option, all Confidential Information provided, however, the Receiving Party may retain one copy of any such Confidential Information as necessary in the ordinary course of business.

2. PERFORMANCE OF SERVICES

2.1. The Parties agree that the Client may obtain services through the execution of a Service Order, which will be subject to the terms of this Agreement. Company warrants that all Services provided by it will be performed in good faith, with reasonable skill, care and diligence. If any terms of a Service Order conflict with any terms or conditions of this Agreement, the terms of this Agreement shall govern, unless otherwise expressly stated in the applicable Service Order.

3. PLACEMENT OF ORDERS

3.1. All orders shall be placed using a Service Order that shall be signed by both Parties. Should changes to requested services under a Service Order be required, the Parties must mutually agree in writing to such changes. Change requests should be reasonable and made with consideration of established timelines for the Services in question. Any changes to price must be agreed upon in writing by both parties before Services are furnished.

4. PRICE AND TERMS OF PAYMENT

4.1. Client shall compensate Company for Company’s provision of Services in accordance with the terms detailed in the applicable Service Order. The price of

Services do not include any local, state, federal, or foreign sales or use taxes, excise taxes, goods and services tax (GST), value added tax (VAT), country-specific business or professional services tax or similar tax on international services or foreign entities providing services, consumption taxes, packaging or shipping charges. Client shall assume and be solely responsible for any such applicable taxes. Applicable taxes are those in force at the date of invoicing.

- 4.2. Payment of all invoices is due strictly within thirty (30) days of the invoice date in the currency identified on the Service Order. In the event that Client fails to pay any undisputed invoice within the time specified, Company may charge a late fee of five percent (5%) of the outstanding balance, or the maximum amount permitted by applicable law, whichever is lower. Company reserves the right to suspend performance of the Services until all past due amounts are paid in full.
- 4.3. Amounts being disputed in good faith shall require written notice on or before the due date of the invoice. Such notice shall specify the nature of the dispute. Client agrees to pay all undisputed amounts as provided above. Payment of invoices shall be completed by bank transfer or direct debit. Any other method of payment must receive prior agreement from Growth Fuel Consulting.

5. ESTIMATED DELIVERY DATES AND TURNAROUND TIMES

- 5.1. Delivery dates and turnaround times stated in any Service Order are estimates and do not constitute a commitment by Growth Fuel Consulting. Nevertheless, Growth Fuel Consulting shall make commercially reasonable efforts to meet the estimated delivery dates and turnaround times as stated in each Service Order. Unless a different delivery method is specific in writing, notice of completion of deliverables shall be sent by email or via other electronic means, where possible. Deliverables shall be made to the attention of the persons indicated by the Client in the Service Order, promptly after the Service is completed. Growth Fuel Consulting shall not be responsible for any delays in the timely progression of the Services to the extent that any such delay is attributable to Client action or inaction. During the performance of the Services, the Client shall use commercially reasonable efforts to provide any approvals required to be given to Growth Fuel Consulting in a timely manner.

6. TRANSFER OF PROPERTY AND INTELLECTUAL PROPERTY RIGHTS

- 6.1. Growth Fuel Consulting shall be entitled to store, aggregate and use any data generated as a result of the performance of Services. Data means anything information inferred from the furnishing of the Services related to this agreement.

- 6.2. **Ownership of Deliverables.** Upon Client's full and final payment of all Fees, Company assigns to Client all right, title, and interest in and to the specific final reports, custom data entries, and tangible results specifically created for Client under a Service Order (the "Deliverables").
- 6.3. **Company IP and Background Materials.** Notwithstanding the foregoing, Company retains all right, title, and interest in and to its pre-existing materials, methodologies, software, and know-how, including: (i) **Standard Industry Frameworks:** Any data models, schema definitions, and standard configurations that reflect common industry practices (e.g., properties for "Assets Under Management" or standard sales pipelines); and (ii) **Reusable Components:** Any workflows, automation logic, code libraries, or templates developed by Company that are of general utility and do not contain Client's Confidential Information (collectively, "Background IP").
- 6.4. **License to Client.** To the extent any Background IP is incorporated into the Deliverables, Company grants Client a non-exclusive, non-transferable, perpetual, royalty-free license to use such Background IP solely for Client's internal business purposes.
- 6.5. **Non-Exclusivity & Residual Knowledge.** Client acknowledges that Company provides similar services to other parties. Nothing in this Agreement shall restrict Company from using or employing any general knowledge, ideas, concepts, frameworks, or industry standards retained in the unaided memory of Company's personnel, or from creating similar deliverables for other clients, provided that Company does not use or disclose Client's Confidential Information or unique proprietary data.

7. LIMITED WARRANTIES AND RESPONSIBILITIES

- 7.1. All Services furnished under this agreement shall be performed with a commercially reasonable degree of care. However, the Client acknowledges that the quality of Services may be impacted by outside factors outside of the Client's control. As such, the Client should independently verify the accuracy of Services and any related deliverables. Each Party hereby agrees that either party (i) has full power and authority to enter into this Agreement and the undersigned is the duly authorized representative; (ii) agrees that this Agree is binding upon execution; and (iii) performance of this Agreement does not conflict with any other legal obligation of either Party.

8. REMEDY FOR INSUFFICIENT SERVICES

- 8.1. In the event that any Services are improperly or inadequately furnished by Growth Fuel Consulting, the Client's sole and exclusive remedy shall be for the Client to request that Growth Fuel Consulting re-perform the improper or deficient Service(s). Objections to performance of Service(s) must be made within fifteen (15) days after Client receives the Services.

9. **FORCE MAJEURE**

- 9.1. Neither party shall be liable or be in breach of the Agreement (excluding in relation to the Client's payment obligations) if failure to perform an obligation is due to an event beyond its control, including but not limited to, failure of the Internet, natural disaster or weather event, fire, acts or orders of government, war, riot, insurrection, epidemic or terrorism.

10. **INDEMNIFICATION**

- 10.1. **Indemnification by Client.** Client shall indemnify, defend, and hold harmless Growth Fuel Consulting and its officers, directors, employees, and agents (the "Indemnified Parties") from and against any and all third-party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or resulting from: (i) Client's material breach of this Agreement; (ii) Client's negligence, willful misconduct, or violation of applicable law; or (iii) any content or data provided by Client to Company.

- 10.2. **Indemnification Procedure.** Company shall promptly notify Client of any claim subject to indemnification. Company reserves the right to assume control of the defense of any such claim with counsel of its choice, and Client shall be liable for the reasonable legal fees and costs associated with such defense. Client may not settle any such claim without Company's prior written consent.

11. **LIMITATIONS ON DAMAGES**

- 11.1. The maximum aggregate liability of Growth Fuel Consulting arising out of or related to this Agreement shall not exceed the total amount of Fees actually paid by Client to Growth Fuel Consulting in the twelve (12) months preceding the event giving rise to the claim.
- 11.2. Neither party (nor any of its Representatives) is liable to the other party for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither party is liable for any loss or damages that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either party be liable to the other for any punitive

damages, or for any loss of profits, data, revenue, business opportunities, anticipated savings, customers, contracts, goodwill, or reputation.

12. TERM AND TERMINATION

- 12.1. This Agreement shall commence on the Effective Date of your initial Service Order and shall continue until terminated as permitted by this Section. A Party may terminate this Agreement at any time for any reason so long as such Party provides a minimum of sixty (60) days prior written notice to the other Party.
- 12.2. This Agreement and all relevant Service Orders may be terminated by either Party effective immediately upon written notice if (i) the other Party commits a material breach of any term of this Agreement or any Service Order which breach is irremediable or, if such breach is remediable, such breach remains uncured thirty (30) days after written notice of such breach (or five (5) days in the case of a failure to make payment of any invoice when due) is received; or (ii) the other Party files a petition or is subject to an involuntary petition filed against it under the Singapore Bankruptcy Act, or any successor statute.
- 12.3. In the event that this Agreement is terminated while any Service Orders are in force at that time, such Service Order shall remain in effect and subject to the terms of this Agreement. The termination of any Service Order shall not cause the termination of any other Service Order or this Agreement, which shall remain in full force and effect unless and until terminated in accordance with this Section.
- 12.4. Upon termination of any Service Order, Client shall pay the Company within thirty (30) days following the effective date of termination, any and all amounts due and owing for Services performed and documented expenses incurred up to the effective date of termination. Notwithstanding the foregoing, any fees paid or payable under a Service Order designated as “Fixed Scope” or “Fixed Price” are non-refundable upon termination, regardless of the stage of completion, unless such termination is due to a material uncured breach by Growth Fuel Consulting.
- 12.5. Upon termination of this Agreement, as permitted by this Section, neither Party shall have any further obligations except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants set forth herein or in any unterminated Service Order that by their nature are meant to extend beyond the Term. The provisions of this Section together with any other section which is necessary for the interpretation or enforcement of this Agreement shall survive the expiry or termination of this Agreement howsoever arising.

13. NON-EXCLUSIVITY

13.1. Subject to the terms and conditions of this Agreement, Client appoints Growth Fuel Consulting, and Growth Fuel Consulting hereby accepts such appointment as Client's non-exclusive service provider. This Agreement shall not in any way prevent Client from seeking the same or similar services from another provider.

14. NON-SOLICITATION

14.1. During the Term of this Agreement and for a period of twelve (12) months thereafter, Client agrees not to, directly or indirectly, solicit for employment, hire, or engage as an independent contractor any employee or subcontractor of Growth Fuel Consulting who was involved in the performance of Services under this Agreement, without the prior written consent of Growth Fuel Consulting.

15. GOVERNING LAW

15.1. This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to its conflict of law provisions. It is the intention of the Parties that in the event disputes should arise over the interpretation and application of this Agreement, the Parties will first attempt to settle such disputes by negotiation and consultation between senior executives of the respective Parties.

16. MISCELLANEOUS

16.1. **Independent Contractor** It is understood and agreed that Growth Fuel Consulting shall perform its duties as an Independent Contractor and not as an agent, employee, partner or joint venture of Client. Neither Party shall have the authority to bind or commit the other Party in any manner whatsoever and shall not, at any time, hold itself out to third parties as having authority to enter into or incur any commitments, expenses, liabilities or obligations of any nature on behalf of the other Party except as permitted in this Agreement, a Service Order, or other document expressly providing such authority.

16.2. **Amendment** No provision of this Agreement or related Service Orders may be amended, modified, discharged, or terminated, except by an express written agreement that identifies, with particularity, the amended, modified, added, discharged or terminated provision and is signed by an authorized representative of each of the Parties.

16.3. **Notices** Any notice required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed given on the date received if delivered personally, electronically or by reputable overnight delivery service, or three (3) business days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below:

- 16.4. Physical: 04-25, 81 Poh Huat Road, Singapore, 546789 Email: legal@growthfuelconsulting.com
- 16.5. **Waiver** A waiver of any term, provision or condition of this Agreement or Service Order shall be effective only if it is in writing and no waiver, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver or estoppel of any such term, provision or condition or any other term of this Agreement or a Service Order. No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of such right, nor shall it prevent or restrict its further exercise.
- 16.6. **Severability** If a judicial determination is made that any provision of this Agreement is an unenforceable restriction against either Party, the provisions will be rendered void only to the extent that such judicial determination finds such provisions unenforceable; and, to the extent possible, such unenforceable provisions shall be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of such invalid or unenforceable provisions, effective as of the Effective Date. A judicial determination that any provision of this Agreement is unenforceable will not render the entire Agreement unenforceable, but rather this Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.
- 16.7. **Publicity** The client agrees that Growth Fuel Consulting may publicly disclose that it is providing Services to Client and may use Client's name and logo to identify Client in promotional materials.
17. **Entire Agreement** This Agreement and any applicable Service Orders sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, representations, understandings, and commitments with respect thereto.