

This **Software as a Service Agreement (“SaaS Agreement”)** is by and between Micro Benefits Limited, a company incorporated in Hong Kong having its registered office at 11th Floor, Club Lusitano, 16 Ice House Street, Central, Hong Kong and/or its affiliates (“Provider”) and [Insert Company Name] a company incorporated in [CITY/COUNTRY] having its registered office at [ADDRESS], established under the laws of [STATE/COUNTRY] having its principal place of business at [ADDRESS] (“Customer”) and shall come into force upon [Insert the Effective Date] (“Effective Date”) and shall continue in force for one calendar year after the Effective Date (the “Minimum Term”) and thereafter until Customer sends a request to terminate the SaaS Agreement (see “Termination”). The term “SaaS Agreement” includes this SaaS Agreement and the SaaS Subscription Order Form (“SaaS Order Form”) found herein as Appendix 1, and any other document which is incorporated herein by reference. In case of conflicting terms, the following order of precedence shall apply: (i) the terms of the SaaS Agreement (ii) The SaaS Subscription Order Form; (iii) any other document incorporated by reference. A [Definition of Terms](#) found in this SaaS Agreement can be found herein as “Appendix 5”.

Set-Up Services

The Provider shall provide the Set-Up Services to the Customer.

The Provider shall use reasonable endeavors to ensure that the Set-Up Services are provided in accordance with the timetable set out in SaaS Order Form.

The Customer acknowledges that a delay in the Customer performing its obligations in this SaaS Agreement may result in a delay in the performance of the Set-Up Services; and, subject to the fact that nothing in this agreement will limit or exclude any liabilities in any way for the conduct that is not permitted under applicable law, and liability for fraud or fraudulent misrepresentation, the Provider will not be liable to the Customer in respect of any failure to meet the Set-Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under this SaaS Agreement.

Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set-Up Services by the Provider shall be the exclusive property of the Provider. Delays in the Customer performing its obligations related to the Set-Up Services shall in no way delay the Customer’s payment obligations to the Provider.

Acceptance Procedure

During the Acceptance Period, a period lasting no longer than 30 calendar days, the Customer shall carry out the Acceptance Tests.

The Provider shall provide to the Customer at the Provider's own cost and expense all such assistance and co-operation for up to 30 calendar days in relation to the carrying out of the Acceptance Tests as the Customer may reasonably request. Should additional hours of assistance or co-operation be required and requested by the Customer, the Provider reserves the right to provide such service or co-operation at the Customer’s costs and expense.

At the end of the Acceptance Period, if the Hosted Services have failed the Acceptance Tests (“**Failure Notice**”), the Customer shall email compliance@microbenefits.com specifying that the Hosted Services have failed the Acceptance Tests.

If the Customer fails to give to the Provider a written Failure Notice before the end of each Acceptance Period, then the Hosted Services shall be deemed to have passed the Acceptance Tests.

If the Customer provides a Failure Notice before the end of the Acceptance Period that the Hosted Services have failed the Acceptance Tests, then the Customer must provide to the Provider, at the same time as the giving of the notice, written details of the results of the Acceptance Tests including full details of the identified failure.

If the Customer notifies the Provider that the Hosted Services have failed the Acceptance Tests: 1) if the Provider agrees with the Customer that the Hosted Services do not comply with the Acceptance Criteria, then the Provider must correct the issue and make available the corrected Hosted

Services to the Customer before the end of the Remedy Period for a further round of Acceptance Tests; or otherwise, then the parties must meet as soon as practicable and in any case before the expiry of the Remedy Period and use their best endeavors to agree whether the Hosted Services do not comply with the Acceptance Criteria, and if appropriate a plan of action reasonably satisfactory to both parties, and they must record any agreement reached in writing.

Notwithstanding all communication is completed within the Acceptance Period, but subject to any written agreement of the parties to the contrary, the maximum number of rounds of Acceptance Tests shall be 3, and if the final round of Acceptance Tests fails to comply with the Acceptance Criteria AND the Customer determines not to accept the deficiencies, the Provider shall be deemed to be in material breach of this SaaS Agreement.

If the Customer fails to give to the Provider a written Failure Notice before the end of the Acceptance Period, or if the Customer notifies the Provider that the Hosted Services have passed or are deemed to have passed the Acceptance Tests, then the Customer will have no right to make any claim under or otherwise rely upon any warranty given by the Provider to the Customer in this SaaS Agreement in relation to the specification and performance of the Hosted Services, unless the Customer could not reasonably have been expected to have identified the breach of that warranty during the testing process, not limiting or excluding any liability for the conduct not permitted under applicable law, and liability for fraud or fraudulent misinterpretation.

Hosted Services

The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account upon the acceptance of the Hosted Services by the Customer, after Acceptance Tests have been completed and passed, or if not passed the Provider has corrected the issue within the Acceptance Period.

The Provider hereby grants to the Customer a geographically restricted license for the home country of the Customer listed on the SaaS Order to use the Hosted Services by means of a Supported Web Browser in accordance with the Documentation during the Term.

The license granted by the Provider to the Customer is subject to the following limitations:

- (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer and not by any Unauthorised Person;
 - (b) the Hosted Services may only be used by the named users identified in the SaaS Order Form, providing that the Customer may change, add or remove a designated named user in accordance with the procedure set out therein; and
 - (c) the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in the SaaS Order Form, providing that the Customer may add or remove concurrent user licences in accordance with the procedure set out therein.
- Except to the extent expressly permitted in this SaaS Agreement or required by, and on a non-excludable basis, the geographically restricted license granted by the Provider to the Customer is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the Hosted Services;
 - (b) the Customer must not permit any Unauthorised Person to access or use the Hosted Services;
 - (c) the Customer must not republish or redistribute any content or material from the Hosted Services that are provided by Provider; and
 - (d) the Customer must not make any alteration to the Platform, except as permitted by the Documentation.
 - (e) the Customer is not permitted to disclose or publish information including performance data produced by the Hosted Services.
 - (f) the Customer is prohibited from any effort to reverse engineer or decompile any software owned, operated, or provided by the Provider, and is prohibited to use any software owned, operated or provided by the

Provider to create a similar product or service or assisting any third party in such efforts.

(g) the Customer shall use reasonable endeavors, including reasonable security measures relating to administrator Account access details, to ensure that no Unauthorised Person may gain access to the Hosted Services using an Administrator Account.

(h) the Customer must comply with Provider's Acceptable Use Policy, and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Administrator Account comply with the [Acceptable Use Policy](#) found herein as "Appendix 2".

Customer obligations

Customer specifically warrants that it has sufficient rights, title and interests in and to any Customer Data for uploading and using the same within the scope of the Hosted Services, and for granting Provider the authorization set forth in the Data Protection section below.

Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- (a) co-operation, support and advice;
- (b) information and documentation; and
- (c) governmental, legal and regulatory licences, consents and permits as are reasonably necessary to enable the Provider to perform its obligations under this SaaS Agreement.

The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this SaaS Agreement.

Customer Systems

The Customer shall ensure that the Customer Systems comply, and continue to comply during the Term, with the requirements of the SaaS Order Form, subject to any changes agreed in writing by the Provider.

Customer Data

The Customer hereby grants to the Provider a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this SaaS Agreement, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this SaaS Agreement.

The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.

Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavors to, at least daily, restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider such that each copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken. Such back-ups are to be stored for a minimum of 30 days. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

Customer gives the Provider and Provider's subcontracted third parties the right to use Customer Data (with no fees or charges payable by the Provider to the Customer) solely for the purposes of providing, promoting, developing and trying to improve the Hosted Services, including new

Hosted Services that the Provider may provide in the future; Customer gives the Provider the right to export Customer Data to the United States only if such data export is required to carry out the Hosted Services, and then only in the event that the exported data shall comply with policies set forth in the Provider's [Data Security Policy](#), found herein as "Appendix 3".

In order for the Hosted Services to function properly, Customer gives the Provider and Provider's subcontracted third parties permission to retain and continue to use Historical Customer Data after the Customer has stopped using the Hosted Services - for example, where Provider may be required to retain or disclose Customer Data and/or Historical Customer Data in order to comply with applicable laws or regulations, or in order to comply with a court order, subpoena or other legal process, or the Provider and the affiliate companies may disclose Customer Data and/or Historical Customer Data in response to a lawful request by a government authority, law enforcement agency or similar body (whether situated in the Customer's jurisdiction or elsewhere). The Customer also agrees that the Provider may need to disclose Customer Data and/or Historical Customer Data in order to enforce these Terms, protect the rights, property or safety, or the rights, property or safety of the affiliate companies or other users of the Hosted Services; and may be unable to delete Customer Data from the Hosted Services, since it may be a technical and administrative matter.

Mobile App

The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App, and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions outlined in the End User License Agreement, and accordingly this SaaS Agreement shall not govern any such use, rights, obligations or liabilities.

No assignment of Intellectual Property Rights

Nothing in this SaaS Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

Representatives

The Provider shall ensure that all instructions given by the Provider in relation to the matters contemplated in this SaaS Agreement will be given by a Provider Representative to a Customer Representative, and the Customer:

- (a) may treat all such instructions as the fully authorised instructions of the Provider; and
- (b) must not comply with any other instructions in relation to that subject matter.

The Customer shall ensure that all instructions given by the Customer in relation to the matters contemplated in this SaaS Agreement will be given by a Customer Representative to a Provider Representative, and the Provider:

- (a) may treat all such instructions as the fully authorised instructions of the Customer; and
- (b) may decline to comply with any other instructions in relation to that subject matter.

Management

The parties shall hold management meetings at each party's offices, by telephone conference or using internet-based conferencing facilities at the reasonable request of either party.

A party requesting a management meeting shall give to the other party at least 5 Business Days written notice of the meeting.

Wherever necessary to enable the efficient conduct of business, the Provider shall be represented at management meetings by at least 1 Provider Representative and the Customer shall be represented at management meetings by at least 1 Customer Representative.

Change Control

The provisions of this section apply to each Change requested by a party. Either party may request a Change at any time so long as the Change shall create no conflict of interest between the Provider and the Customer or vice versa. A party requesting a Change shall provide to the other party a completed Contract Change Notification (CCN), the form of which may be found herein as "Appendix 4".

A party in receipt of a CCN may:

- (a) accept the CCN, in which case that party must countersign the CCN and return it to the other party before the end of the CCN Consideration Period;
- (b) reject the CCN, in which case that party must inform the other party of this rejection before the end of the CCN Consideration Period; or
- (c) issue an amended CCN to the other party before the end of the CCN Consideration Period, in which case the terms of this section will re-apply with respect to the amended CCN.

A proposed Change will not take effect until such time as a CCN recording the Change has been signed by or on behalf of each party.

Charges

The Customer shall pay the Charges to the Provider in accordance with this SaaS Agreement. All amounts stated in or in relation to this SaaS Agreement are, unless the context requires otherwise, stated exclusive of any applicable taxes which will be added to those amounts and payable by the Customer to the Provider. Customer is responsible for the payment of all taxes and duties levied or assessed in connection with this SaaS Agreement, including but not limited to all local and national sales, use, value added, or other taxes.

The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any one year anniversary of the date of execution of this SaaS Agreement.

Expenses

The Customer shall reimburse the Provider in respect of any Expenses, providing that the Provider must obtain the prior written authorisation of the Customer before incurring any Expenses exceeding such limitations as may be agreed in writing by the parties from time to time.

The Provider must collect and collate evidence of all Expenses, and must retain such evidence during the Term and for a period of 90 days following the end of the Term.

Within 15 Business Days following receipt of a written request from the Customer to do so, the Provider must supply to the Customer such copies of the evidence for the Expenses in the possession or control of the Provider as the Customer may specify in that written request.

Payments

The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in the SaaS Order Form.

The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this section.

The Customer must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Customer from time to time).

If the Customer does not pay any amount properly due to the Provider under this SaaS Agreement, the Provider may charge the Customer interest on the overdue amount at the rate of 2% per month or 20% per annum above the Bank of Hong Kong base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month). The Provider acknowledges and agrees that it shall have no right to claim interest or statutory compensation under relevant laws of Hong Kong, and that its contractual rights under this section constitute a substantial remedy within the meaning of said laws. The Provider reserves the right to waive the interest payments at its own discretion.

Confidentiality Obligations

Both parties (the Provider and the Customer) must:

- (a) keep the other party's Confidential Information strictly confidential;
- (b) not disclose the other party's Confidential Information to any person without that party's prior written consent, unless such Confidential Information has been authorized under the terms of the SaaS Agreement; and
- (c) use the same degree of care to protect the confidentiality of all Confidential Information as they would to protect their own confidential information of a similar nature, being at least a reasonable degree of care; Notwithstanding the above conditions, each party may disclose Confidential Information to its own officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.

These confidentiality obligations impose no obligations upon the either party with respect to Confidential Information that:

- (a) is known to the other party before disclosure under this SaaS Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of either party; or
- (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

The restrictions of these obligations do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

The provisions of these obligations shall continue in force for a period of 5 years following the termination of this SaaS Agreement, at the end of which period they will cease to have effect.

Publicity

The Customer must not make any public disclosures relating to this SaaS Agreement or the subject matter of this SaaS Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Provider. Nothing in this section shall be construed as limiting the obligations of the parties under the previous section (detailing the Provider and Customer confidentiality obligations).

Data protection

The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this SaaS Agreement, and that the processing of that Personal Data by the Provider for the Permitted Purpose in accordance with this SaaS Agreement will not breach any applicable data protection or data privacy laws where the Customer operates its business. The Provider warrants to the Customer that:

- (a) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Customer Personal Data and against loss or corruption of Customer Personal Data;
- (b) it will only process the Customer Personal Data for the purposes of performing its obligations and exercising its rights under this SaaS Agreement;
- (c) it will process the Customer Personal Data in compliance with all applicable laws; and

The Provider shall notify the Customer as soon as practicable if:

- (a) any of the Customer Personal Data is lost or destroyed, or becomes damaged, corrupted or unusable;
 - (b) the Provider receives any complaint or regulatory notice which relates to the processing of any of the Customer Personal Data; or
- The Provider shall co-operate with the Customer in relation to:
- (a) any complaint or regulatory notification relating to the processing of any of the Customer Personal Data.

The Provider shall ensure that access to the Customer Personal Data is limited to those Provider personnel who have a reasonable need to access the Customer Personal Data to enable the Provider to perform its duties under this SaaS Agreement; any access to the Customer Personal Data must be limited to such part or parts of the Customer Personal Data as are strictly necessary.

The Provider shall take reasonable steps to ensure the reliability of any Provider personnel who have access to the Customer Personal Data. Without prejudice to this general obligation, the Provider shall ensure that all relevant Provider personnel are informed of the confidential nature of the Customer Personal Data, have undertaken training in the laws relating to handling Personal Data, have signed a confidentiality and non-disclosure agreement with the Provider, and are aware of the Provider's duties in respect of that Personal Data.

Warranties

The Provider warrants to the Customer that:

(a) the Hosted Services will be free from Hosted Services Defects; (b) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;

(c) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(d) the Platform will incorporate security features reflecting the requirements of good industry practice.

(e) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this SaaS Agreement.

The Customer warrants to the Provider that it has the legal right and authority to enter into this SaaS Agreement and to perform its obligations under this SaaS Agreement.

All of the parties' warranties and representations in respect of the subject matter of this SaaS Agreement are expressly set out in this SaaS Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this SaaS Agreement will be implied into this SaaS Agreement or any related contract.

Acknowledgements and warranty limitations

The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this SaaS Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this SaaS Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this SaaS Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this SaaS Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

Indemnities

The Provider shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any breach by the Provider of this SaaS Agreement (a "**Provider Indemnity Event**").

The Customer must:

(a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;

(b) provide to the Provider all such assistance as may be reasonably requested by the Provider in relation to the Provider Indemnity Event;

(c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Provider Indemnity Event; and

(d) not admit liability to any third party in connection with the Provider Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Provider Indemnity Event without the prior written consent of the Provider, and the Provider's obligation to indemnify the Customer under as laid out above shall not apply unless the Customer complies with the above requirements.

The Customer shall indemnify and shall keep indemnified the Provider against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Provider and arising directly or indirectly as a result of any breach by the Customer of this SaaS Agreement (a "**Customer Indemnity Event**").

The Provider must:

(a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

(c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer, and the Customer's obligation to indemnify the Provider as laid out above shall not apply unless the Provider complies with the above requirements.

The indemnity protection set out in this section shall be subject to the limitations and exclusions of liability set out in this SaaS Agreement.

Limitations and exclusions of liability

Nothing in this SaaS Agreement will:

(a) limit or exclude any liability for fraud or fraudulent misrepresentation;

(b) limit any liabilities in any way for the conduct that is not permitted under applicable law; or

(c) exclude any liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in this SaaS Agreement:

(d) are subject to the above qualifications; and

(e) govern all liabilities arising under this SaaS Agreement or relating to the subject matter of this SaaS Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this SaaS Agreement.

Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

Neither party shall be liable to the other party in respect of any loss of revenue or income.

Neither party shall be liable to the other party in respect of any loss of use or production.

Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

The liability of each party to the other party under this SaaS Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Customer to the Provider under this

SaaS Agreement in the 12 month period preceding the commencement of the event or events.

The aggregate liability under this SaaS Agreement shall not exceed total amount paid and payable by the Customer to the Provider under this SaaS Agreement.

Force Majeure Event

If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this SaaS Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this SaaS Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

A party whose performance of its obligations under this SaaS Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

Suspension of Services

Provider may suspend the Customer's use of the Hosted Services in case of:

- (a) any outstanding invoice not being paid within thirty (30) days from the invoice date;
- (b) Provider becomes aware of what it deems a credible claim that Customer's use of the Hosted Services violates any applicable law, rules or regulations or infringes upon third party rights;
- (c) Customer's use of the Hosted Services violates the Acceptable Use Policy or interferes with the normal operation of the Hosted Services or Provider's Platform;
- (d) the security of the Hosted Services, of Customer Data, or of the Platform or Customer's access rights have been compromised or in any event Provider has decided that suspension of the Hosted Services was needed to protect the integrity of the Hosted Services or Platform; or
- (e) any event where Provider is entitled to terminate this SaaS Agreement for cause.

In each case of Suspension of Services as per above, Provider will give Customer an advance 12 hours' notice, unless Provider reasonably determines that giving a shorter or no notice is necessary to protect the interests of Provider, Customer or of any third party.

Termination

Either party may terminate this SaaS Agreement by giving to the other party not less than 30 business days' written notice of termination after the end of the Minimum Term. Any request to terminate this SaaS Agreement by the Customer must be sent to the email address compliance@microbenefits.com, and must include the words, "Request to terminate SaaS Agreement" in the subject line of the email, whereupon this SaaS Agreement shall terminate thirty (30) business days after receipt of the written request.

Either party may terminate this SaaS Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party commits a material breach of this SaaS Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 business days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (b) the other party persistently breaches this SaaS Agreement (irrespective of whether such breaches collectively constitute a material breach).
- (c) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(d) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(e) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company re-organisation where the resulting entity will assume all the obligations of the other party under this SaaS Agreement); or

(f) if that other party is an individual:

- (i) that other party dies;
- (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (iii) that other party is the subject of a bankruptcy petition or order.

The Provider may terminate this SaaS Agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under this SaaS Agreement is unpaid by the due date and remains unpaid upon the date that the written notice of termination is given; and
- (b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate this SaaS Agreement in accordance with the conditions laid out in the SaaS Agreement.

Effects of termination

Upon the termination of this SaaS Agreement, all of the provisions of this SaaS Agreement shall cease to have effect, save that the following provisions of this SaaS Agreement shall survive and continue to have effect in accordance with their express terms or otherwise indefinitely:

- (a) the entirety of the "SaaS Agreement" section;
- (b) the entirety of the "Confidentiality obligations" section;
- (c) the entirety of the "Publicity" section;
- (d) the entirety of the "Indemnities" section;
- (e) the entirety of the "Limitations and exclusions of liability" section;
- (f) the entirety of the "Effects of termination" section;
- (g) the entirety of the "Non-solicitation of personnel" section;
- (h) the entirety of the "Assignment" section;
- (i) the entirety of the "No waivers" section;
- (j) the entirety of the "Severability" section;
- (k) the entirety of the "Third Party Rights" section;
- (l) the entirety of the "Variation" section;
- (m) the entirety of the "Entire SaaS Agreement" section;
- (n) the entirety of the "Law, jurisdiction, and language" section;
- (o) the entirety of the "Interpretation" section; and
- (p) the entirety of the "Mobile App" section.

Within 30 business days following the termination of this SaaS Agreement for any reason, the Customer must pay to the Provider any outstanding Charges in respect of Services provided to the Customer before the termination of this SaaS Agreement without prejudice to the parties' other legal rights. If the Customer does not pay any amount properly due to the Provider under this SaaS Agreement, the Provider may charge the Customer interest on the overdue amount at the rate of 2% per month or 20% per annum – reserve the right to waive above the Bank of Hong Kong base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month). The Provider acknowledges and agrees that it shall have no right to claim interest or statutory compensation under relevant laws of Hong Kong, and that its contractual rights under these provisions constitute a substantial remedy.

Except to the extent that this SaaS Agreement expressly provides otherwise, the termination of this SaaS Agreement shall not affect the accrued rights of either party.

Non-solicitation of personnel

The Customer must not, without the prior written consent of the Provider, either during the Term or within the period of 18 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Provider who has been involved in any way in the negotiation or performance of this SaaS Agreement.

The Provider must not, without the prior written consent of the Customer, either during the Term or within the period of 18 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Customer who has been involved in any way in the negotiation or performance of this SaaS Agreement.

Notices

Any notice given under this SaaS Agreement must be in writing, whether or not described as "written notice" in this SaaS Agreement.

Any notice given by the Customer to the Provider under this SaaS Agreement must be sent by email to compliance@microbenefits.com using the relevant contact details set out in the SaaS Order Form.

Any notice given by the Provider to the Customer under this SaaS Agreement must be sent by email using the relevant contact details set out in the SaaS Order Form. The addressee and contact details set out in the SaaS Order Form may be updated from time to time by a party giving written notice of the update to the other party in accordance with this section.

A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 5 Business Days following receipt of the notice.

A notice will be deemed to have been received at the relevant time set out below, or, where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:

- (a) in the case of notices sent by email, at the time of the sending of an acknowledgement of receipt by the receiving party providing that the sending party retains written evidence that the email has been sent; and
- (b) in the case of notices submitted using an online contractual notification facility, upon the submission of the notice form.

Subcontracting

The Provider must be able to subcontract any of its obligations under this SaaS Agreement without the prior written consent of the Customer.

The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

Notwithstanding any other provision of this SaaS Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

Assignment

The Customer hereby agrees that the Provider may assign, transfer or otherwise deal with the Provider's contractual rights and obligations under this SaaS Agreement.

The Provider hereby agrees that the Customer may assign, transfer or otherwise deal with the Customer's contractual rights and obligations under this SaaS Agreement so long as the recipient of the Customer's contractual rights is not an Unauthorised Person.

No waivers

No breach of any provision of this SaaS Agreement will be waived except with the express written consent of the party not in breach.

No waiver of any breach of any provision of this SaaS Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of this SaaS Agreement.

Severability

If a provision of this SaaS Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of this SaaS Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Third party rights

This SaaS Agreement is for the benefit of the parties, and is not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under this SaaS Agreement is not subject to the consent of any third party.

Variation

This SaaS Agreement may not be varied except by means of a written document signed by or on behalf of each party, without prejudice to the requirements of the "Change control" section.

Entire agreement

The main body of this SaaS Agreement and the SaaS Order Form shall constitute the entire agreement between the parties in relation to the subject matter of this SaaS Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this SaaS Agreement.

The provisions of this section are subject to the fact that nothing in this SaaS Agreement will limit any liabilities for the conduct that are not permitted under applicable law, and all instances of fraud or fraudulent misinterpretation.

Law, jurisdiction, and language

This SaaS Agreement shall be governed by and construed in accordance with the Laws and Regulations of Hong Kong, S.A.R.

Any disputes relating to this SaaS Agreement shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

The Provider may translate this SaaS Agreement into multiple languages, and in the event there is any difference between the English version and any other language version of this SaaS Agreement, the English version will apply (to the extent permitted by applicable law).

Interpretation

In this SaaS Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

The headings do not affect the interpretation of this SaaS Agreement.

References in this SaaS Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

In this SaaS Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

Execution

The parties have indicated their acceptance of this Agreement by executing it below.

IN WITNESS WHEREOF:

MICRO BENEFITS LIMITED

[COMPANY]

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

SAAS SUBSCRIPTION ORDER FORM

Client Name	<Client's Company>	Effective Date	
Billing Contact		Billing Phone	
Billing Address		Billing Email	
Client Project Manager		PM Phone	
PM Email		Purchase Order #	
Pricing Level		Term	

- I. Scope of Work
- II. Pricing & Payment
- III. Timetable

MicroBenefits:

Print Name	BRYANT JAMES EGGETT
Title	PRESIDENT
Date	
Signature	

Company Name:

Print Name	
Title	
Date	
Signature	

Appendix 2

Acceptable Use Policy

The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

The Customer must not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

For the avoidance of doubt, the Customer is prohibited from any effort to reverse engineer or decompile any software owned, operated, or provided by the Provider and is prohibited to use any software owned, operated, or provided by the Provider to create a similar product or service or assisting any third party in such efforts.

Unlawful Content

Customer Data must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

Customer Data, and the use of Customer Data by the Provider in any manner licensed or otherwise authorized by the Customer, must not:

1. be libelous or maliciously false;
2. be obscene or indecent;
3. infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
4. infringe any right of confidence, right of privacy, or right under data protection legislation;
5. constitute negligent advice or contain any negligent statement;
6. constitute an incitement to commit a crime, instructions for the commission of a crime, or the promotion of criminal activity;
7. be in contempt of any court, or in breach of any court order;
8. constitute a breach of racial or religious hatred or discrimination legislation;
9. be blasphemous;
10. constitute a breach of official secrets legislation; or
11. constitute a breach of any contractual obligation owed to any person.
12. The Customer must ensure that Customer Data is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

Graphic Material

1. Customer Data must be appropriate for all persons who have access to or are likely to access the Data in question, and in particular for children over 12 years of age.
2. Customer Data must not depict violence in an explicit, graphic or gratuitous manner.
3. Customer Data must not be pornographic or sexually explicit.

Factual Accuracy

1. Customer Data must not be untrue, false, inaccurate or misleading.
2. Statements of fact contained in Customer Data and relating to persons (legal or natural) must be true; and statements of opinion contained in Customer Data and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

Etiquette

1. Customer Data must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.
2. Customer Data must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
3. Customer Data must not be liable to cause annoyance, inconvenience or needless anxiety.
4. The Customer must not use the Hosted Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
5. The Customer must not use the Hosted Services for the purpose of deliberately upsetting or offending others.
6. The Customer must not unnecessarily flood the Hosted Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
7. The Customer must ensure that Customer Data does not duplicate other content available through the Hosted Services.
8. The Customer must ensure that Customer Data is appropriately categorized.
9. The Customer should use appropriate and informative titles for all Customer Data.
10. The Customer must at all times be courteous and polite to other Customers of the Hosted Services.

Marketing and Spam

1. The Customer must not without the written permission use the Hosted Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.

2. Customer Data must not constitute or contain spam, and the Customer must not use the Hosted Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
3. The Customer must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Hosted Services or that the Customer find using the Hosted Services.
4. The Customer must not use the Hosted Services to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.

Gambling

1. The Customer must not use the Hosted Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

Monitoring

1. The Customer acknowledges that the Provider may actively monitor Customer Data and the use of the Hosted Services to ensure that Customer usage meets Acceptable Use requirements.

Data Mining

1. The Customer must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Hosted Services.

Hyperlinks

1. The Customer must not link to any material using or by means of the Hosted Services that would, if it were made available through the Hosted Services, breach the provisions of this Policy.

Harmful Software

1. Customer Data must not contain or consist of, and the Customer must not promote or distribute by means of the Hosted Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
2. Customer Data must not contain or consist of, and the Customer must not promote or distribute by means of the Hosted Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

Responsibility for Your Content

1. The Customer is solely responsible for Customer Data and the Provider recommends that the Customer keep a back-up for its content at all times; and
2. The Customer has the right to require to submit, transmit or display Customer Data, and to grant the Provider these rights as set out in these Terms; and
3. Customer Data (and the use of Customer Data in accordance with these Terms) does not infringe or violate the rights of any person or breach any applicable laws or regulations.

Appendix 3

[Data Security Policy](#)

By using the website, apps, and services of Micro Benefits Limited ("**Provider**"), you, the Customer ("**Customer**"), acknowledge and agree that the Customer is and will remain the exclusive owner of all data provided to Provider ("**Customer Data**") under this Data Security Policy ("**Data Security Policy**"). Provider will access, use, or otherwise handle Customer Data to perform the Services ("**Hosted Services**") under the applicable SaaS Subscription Order Form ("**SaaS Order Form**") or to perform other obligations expressly authorized under the Software as a Service Agreement ("**SaaS Agreement**") and, in the case of users of the Provider's apps, the End User License Agreement ("**EULA**"). Except as expressly authorized under the SaaS Agreement and/or EULA, Provider will not collect, use, store or transmit any Customer Data unless Customer Data is encrypted, aggregated, anonymized, pseudonymized, or sanitized so that third parties viewing said data sets cannot ascribe the Customer Data to the Customer or individuals. Provider will keep and maintain Customer Data using such degree of care as is appropriate to avoid unauthorized use or disclosure of Customer Data. Provider will implement and maintain reasonable administrative, technical and physical safeguards to protect Customer Data, as appropriate to the nature and scope of Provider's activities and Services.

Provider will, on an ongoing basis, ensure that its information security program and safeguards are designed, maintained, updated and adjusted, as necessary, to protect against reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer Data. Provider will only allow authorized persons with a need to handle Customer Data to perform Services or other obligations under this Agreement to access or handle Customer Data, and Provider will remain responsible for any handling of Customer Data within its custody or control by its Representatives. If Provider becomes aware, or reasonably believes, that Customer Data may have been accessed or acquired by an unauthorized party, Provider will promptly notify the Customer via the Customer's primary business email contact(s).

Appendix 4

Sample Form of Change of Control (CCN)

1. Introduction

Title of Change: *[insert title]*

CCN number: *[insert number]*

Change proposed by: *[insert individual name(s)]*

Date of issue of CCN: *[insert date]*

Summary details of proposed Change: *[insert details]*

2. Change details

[Insert full details of proposed Change]

3. Impact of Change

Impact upon resources: *[insert details]*

Impact upon timetable: *[insert details]*

Impact upon Charges: *[insert details]*

Other effects of Change: *[insert details]*

4. Agreement to Change

The parties have indicated their acceptance of the Change described in this CCN by signing below.

SIGNED BY *[[individual name]* on *[.....]*, the Provider / *[individual name]* on *[.....]*, duly authorised for and on behalf of the Provider]:.....

SIGNED BY *[[individual name]* on *[.....]*, the Customer / *[individual name]* on *[.....]*, duly authorised for and on behalf of the Customer]:.....

Appendix 5

[Definition of Terms](#)

Except to the extent expressly provided otherwise:

"**Acceptance Criteria**" means:

- (a) the Platform and Hosted Services conforming in all material respects with the Hosted Services Specification;
- (b) the Hosted Services being free from Hosted Services Defects;

"**Acceptance Period**" means a period of 30 Calendar Days following the making available of the Hosted Services to the Customer for the purposes of testing in accordance with the Acceptance Procedure found in the related Software as a Service Agreement, or any repeated making available of the Hosted Services to the Customer for the purposes of testing in accordance with the Acceptance Procedure related Software as a Service Agreement;

"**Acceptance Tests**" means a set of tests designed to establish whether the Hosted Services meet the Acceptance Criteria, providing that the exact form of the tests shall be determined and documented by the Provider acting reasonably, and communicated to the Customer in advance of the first Acceptance Period;

"**Account**" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"**Affiliate**" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"**Agreement**" means Software as a Service Agreement;

"**Anonymized Data**" means Personal Data or Customer Data that has been sanitized to protect the privacy of an individual or the Customer. It is the process of either aggregating, encrypting, pseudonymizing or otherwise removing personally identifiable information from data so that third parties viewing said data sets cannot ascribe the data to the Customer or individuals.

"**Business Day**" means any weekday other than a bank or public holiday in the People's Republic of China;

"**Business Hours**" means the hours of 09:00 to 17:00 China Standard Time on a Business Day;

"**CCN**" means a change of control notice issued in accordance with Change Control section of related Software as a Service Agreement;

"**CCN Consideration Period**" means the period of 20 Business Days following the receipt by a party of the relevant CCN from the other party;

"**Change**" means any change to the scope of the Services;

"**Charges**" means the following amounts:

- (a) the amounts specified in the SaaS Subscription Order Form;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of this Agreement) by the time spent by the Provider's personnel performing the Support Services (rounded down by the Provider to the nearest quarter hour);

"**Control**" means the legal power to control (directly or indirectly) the management of an entity (and "**Controlled**" should be construed accordingly);

"**Customer Confidential Information**" means any information disclosed by or on behalf of the Customer to the Provider (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential";

"**Customer Data**" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer;

"**Customer Indemnity Event**" has the meaning given to it in the related Software as a Service Agreement;

"**Customer Personal Data**" means Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement and may include any information or data derived from Hosted Services that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable privacy law.

"**Customer Representatives**" means the person or persons identified as such in the SaaS Subscription Order Form, and any additional or replacement persons that may be appointed by the Customer giving to the Provider written notice of the appointment;

"**Customer Systems**" means the hardware and software systems of the Customer that interact with Hosted Services;

"**Customization**" means a customization of the Hosted Services, whether made through the development, configuration or integration of software, or otherwise;

"**Documentation**" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"**Effective Date**" means the date of execution of this Agreement;

"Expenses" means the travel, accommodation and subsistence expenses that are reasonably necessary for, and incurred by the Provider exclusively in connection with, the performance of the Provider's obligations under this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Historical Customer Data" means Customer Personal Data that remains on the Hosted Services and/or Platform after the termination of the agreement necessary to maintain the continued integrity and accuracy of the Services of the Provider. All Historical Customer Data will be protected and treated on the same terms as Customer Personal Data and in accordance with other Provider policies and procedures and as defined under applicable privacy law.

"Hosted Services" means any hosted services provider such as AliCloud (Aliyun), AWS, Google Cloud, or Azure, and as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement; Provider may switch to a new Hosted Services provider if such new provider can provide services that meet the Hosted Services Specification.

"Hosted Services Defect" means a defect, error or bug in the Platform having an adverse effect or a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in SaaS Subscription Order Form and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Minimum Term" means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

"Mobile App" means the mobile application or applications owned and operated by the Provider or its Affiliates that are made available by the Provider or its Affiliates through the Google Play Store and the Apple App Store or any similar store providing like services;

"Permitted Purpose" means the purpose described in the Services described in the Service as a Software Agreement.

"Personal Data" means data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which the organisation has or is likely to have access;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Provider Confidential Information" means:

- (a) any information disclosed by or on behalf of the Provider to the Customer at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and
- (b) any software owned, operated, or provided by the Provider or its Affiliates in binary or in source format, whether with or without the "confidential" marking; and
- (c) pricing related to the Services, Apps, and/or Platform of the Provider;

"Provider Indemnity Event" has the meaning given to it in the related Software as a Service Agreement;

"Provider Representatives" means the person or persons identified as such in the SaaS Subscription Order Form, and any additional or replacement persons that may be appointed by the Provider giving to the Customer written notice of the appointment;

"Remedy Period" means a period of thirty (30) Calendar Days following the Customer giving to the Provider a written notice to the email address compliance@microbenefits.com that the Hosted Services have failed the Acceptance Tests, or such other period as the parties may agree in writing;

"Software as a Service Agreement" means the agreement outlining terms between the Customer and the Provider and any amendments from time to time;

"SaaS Subscription Order Form" means a form emailed or otherwise sent to the Customer from the Provider relating specific dates and orders requested by the Customer relevant to the Software as a Service Agreement.

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;

"Set Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with the SaaS Subscription Order Form and the Software as a Service Agreement;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release and recent releases not older than 24 months of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Term" means the term of this Agreement, commencing and ending in accordance with the dates found on the related SaaS Subscription Order Form;

"Unauthorised Person" means individuals, companies, agents, subcontractors, and Affiliates of the Customer that have a conflict of interest in using the Hosted Services and/or Platform and/or are competitors of the Provider.

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

Appendix 6

[End User License Agreement](#)

INTRODUCTION

Welcome to **CompanyIQ**®! You, as a **CompanyIQ** User (“**User**”), and your use of companyIQ (“**MB Services**”) is subject to the following terms of this End User License Agreement (“**EULA**”).

1. COMPLIANCE WITH THESE TERMS

1.1. These Terms (“**Terms**”) apply to users of the MB Services anywhere in the world. The User must comply with these Terms while using the Micro Benefits Limited (“**Provider**”) MB Services and only use the MB Services as permitted by applicable laws and regulations; wherever the User may be when the User uses them. The User must review these Terms and the policies and instructions to understand how the User can and cannot use the MB Services. If the User does not agree to these Terms, the User must not use the MB Services.

2. CONTRACTING ENTITY

2.1. By using the MB Services, the User is agreeing to be bound by EULA between the User and the Provider, a Hong Kong company located at 11th Floor, Club Lusitano, 16 Ice House Street, Central, Hong Kong.

2.2. The Terms set out the rules governing:

2.2.1. the use of www.microbenefits.com and/or www.company-iq.com and/or any successor website and/or apps and the services available on those websites and/or apps on any successor websites and/or apps;

2.2.2. the transmission, storage and processing of content by the User, or by any person on the User’s behalf, using the MB Services

2.3. If the User is under 18 years of age, please read these Terms and other such agreements with legal guardians.

2.4. The Provider may translate these Terms into multiple languages, and in the event there is any difference between **the English version and any other language version of these Terms, the English version will apply (to the extent permitted by applicable law)**.

3. GENERAL USAGE RULES

3.1. The User must not use the MB Services in any way that causes, or may cause, damage to the MB Services or impairment of the availability or accessibility of the MB Services.

3.2. The User must not use the MB Services:

3.2.1. in any way that is unlawful, illegal, fraudulent or harmful; or

3.2.2. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.3. The User must ensure that all data (“**User Data**”) complies with the provisions of this Policy.

4. INCONSISTENCIES

4.1. If there are any additional terms of service or policies that are different from these Terms, the relevant additional terms of service or additional policies will apply, except that nothing in those additional terms of service or policies will (unless expressly indicated otherwise in those additional terms of service or policies) overrule the following sections of these Terms (in the event there is any difference).

4.2. However, to the extent that any country-specific terms differ from these Terms or any additional terms of service or policies, the relevant country-specific terms will apply, regardless of which section of these Terms is in question.

5. PAYMENT

The User may make payments to the Provider from time to time while using the MB Services (including for the provision of the MB Services or provision of certain additional features within the MB Services). The specific terms of the MB Services may set out further conditions applying to such payments (including conditions in relation to refunds, billing arrangements and any consequences of failing to make timely payments). The User must comply with all such terms in relation to the User’s payments to us.

6. USER DATA

When the User submits, uploads, downloads, transmits, generates, or displays any data, information, media or other content (including personal posts) in connection with the User’s use of the MB Services (“**User Data**”) the User will be responsible for User Data and continue to own User Data;

6.1. The Provider’s use of User Data will be subject to the “Data Security Policy”.

6.2. The User gives the Provider and the affiliate companies the right to use User Data (with no fees or charges payable by the Provider to the User) solely for the purposes of providing, promoting, developing and trying to improve the MB Services, including new services that the Provider may provide in the future;

6.3. The User gives the Provider the right to export User Data to the United States only if required to carry out the MB Services;

6.3.1. Exported data must shall comply with anonymization restraints set forth in the Data Security Policy;

6.4.In using User Data for these purposes, the Provider and the affiliate companies and agents may copy, reproduce, host, store, process, adapt, modify, translate, perform, distribute and publish User Data worldwide in all media and by all distribution methods, including those that are developed in the future, provided that they are incorporated into the MB Services or new services provided by Provider and its affiliates; and

6.5.The Provider may share User Data with third parties that the Provider works with to help provide, promote, develop and improve the MB Services, but these third parties (other than the affiliate companies) will not make any separate use of User Data for any purposes that are not related to the MB Services.

6.6.In addition, the User agrees that the Provider and the affiliate companies (subject to these Terms, the Data Security Policy and applicable laws and regulations):

6.6.1.are allowed to retain and continue to use User Data after the User has stopped using the MB Services - for example, where the User has shared User Data with other users of the MB Services;

6.6.2.may be required to retain or disclose User Data in order to comply with applicable laws or regulations, or in order to comply with a court order, subpoena or other legal process, or the Provider and the affiliate companies may disclose User Data in response to a lawful request by a government authority, law enforcement agency or similar body (whether situated in the User's jurisdiction or elsewhere). The User also agrees that the Provider may need to disclose User Data in order to enforce these Terms, protect the rights, property or safety, or the rights, property or safety of the affiliate companies or other users of the MB Services; and

6.6.3.may be unable to delete or provide a copy of User Data from the MB Services, since it may be a technical and administrative matter.

7. UNLAWFUL CONTENT

7.1.User Data must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law)

7.2.User Data, and the use of User Data by the Provider in any manner licensed or otherwise authorized by the User, must not:

7.2.1.be libelous or maliciously false;

7.2.2.be obscene or indecent;

7.2.3.infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;

7.2.4.infringe any right of confidence, right of privacy, or right under data protection legislation;

7.2.5.constitute negligent advice or contain any negligent statement;

7.2.6.constitute an incitement to commit a crime, instructions for the commission of a crime, or the promotion of criminal activity;

7.2.7.be in contempt of any court, or in breach of any court order;

7.2.8.constitute a breach of racial or religious hatred or discrimination legislation;

7.2.9.be blasphemous;

7.2.10.constitute a breach of official secrets legislation; or

7.2.11.constitute a breach of any contractual obligation owed to any person.

7.2.12.Constitute an incitement for violent or financially damaging group activities

7.3.The User must ensure that User Data is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

8. GRAPHIC MATERIAL

8.1.User Data must be appropriate for all persons who have access to or are likely to access the Data in question, and in particular for children over 12 years of age.

8.2.User Data must not depict violence in an explicit, graphic or gratuitous manner.

8.3.User Data must not be pornographic or sexually explicit.

9. FACTUAL ACCURACY

9.1.User Data must not be untrue, false, inaccurate or misleading.

9.2.Statements of fact contained in User Data and relating to persons (legal or natural) must be true; and statements of opinion contained in User Data and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

10. ETIQUETTE

10.1.User Data must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.

10.2.User Data must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

10.3.User Data must not be liable to cause annoyance, inconvenience or needless anxiety.

10.4.The User must not use the MB Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

10.5.The User must not use the MB Services for the purpose of deliberately upsetting or offending others.

10.6.The User must not unnecessarily flood the MB Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.

10.7.The User must ensure that User Data does not duplicate other content available through the MB Services.

10.8.The User must ensure that User Data is appropriately categorized.

10.9.The User should use appropriate and informative titles for all User Data.

10.10.The User must at all times be courteous and polite to other users of the MB Services.

11. MARKETING AND SPAM

11.1.The User must not without the written permission use the MB Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.

11.2.User Data must not constitute or contain spam, and the User must not use the MB Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

11.3.The User must not send any spam or other marketing communications to any person using any email address or other contact details made available through the MB Services or that the User find using the MB Services.

11.4.The User must not use the MB Services to promote or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar letters, schemes or programs.

12. GAMBLING

12.1.The User must not use the MB Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

13. MONITORING

13.1.The User acknowledges that the Provider may actively monitor User Data and the use of the MB Services.

14. DATA MINING

14.1.The User must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the MB Services.

15. HYPERLINKS

15.1.The User must not link to any material using or by means of the MB Services that would, if it were made available through the MB Services, breach the provisions of this Policy.

16. HARMFUL SOFTWARE

16.1.User Data must not contain or consist of, and the User must not promote or distribute by means of the MB Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

16.2.User Data must not contain or consist of, and the User must not promote or distribute by means of the MB Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

17. RESPONSIBILITY FOR YOUR CONTENT

17.1.The User is solely responsible for User Data and the Provider recommends that the User keep a back-up for its content at all times; and the User must ensure the following at all times:

17.1.1.The User has the right to require to submit, transmit or display User Data, and to grant the Provider these rights as set out in these Terms; and

17.1.2.User Data (and the use of User Data in accordance with these Terms) does not infringe or violate the rights of any person or breach any applicable laws or regulations.

18. THIRD PARTY CONTENT AND MB SERVICES

18.1.The Provider is not responsible for, nor do the Provider endorse, support or guarantee the lawfulness, accuracy or reliability of any content submitted to, transmitted, displayed by or linked by the MB Services, including content provided by other users of the MB Services or by the advertisers. The User acknowledges and agrees that by using the MB Services the User may be exposed to content which may be inaccurate, misleading, defamatory, offensive or unlawful. Any reliance on or use of any content accessible through the MB Services by the User is done at the

User's own risk. The User's use of the MB Services does not give the User any rights to any content the User may access or obtain in connection with the User's use of the MB Services.

18.2.The Provider also do not guarantee the quality, reliability or suitability of any third party MB Services provided, made available or linked through the MB Services and the Provider will bear no responsibility for such third party MB Services. If the User's access third party MB Services through the MB Services, the User must comply with any terms and conditions applicable to those MB Services.

18.3.The Provider may review (but make no commitment to review) content or third party MB Services made available through the MB Services to determine whether or not they comply with the policies, applicable laws and regulations or are otherwise objectionable. The Provider may remove or refuse to make available or link to certain content or third party MB Services if they infringe upon intellectual property rights, are obscene, defamatory, abusive, violate any rights or pose any risk to the security or performance of the MB Services.

18.4.There may be third party content and MB Services on the MB Services that are subject to further terms at all times, including terms from the relevant third party that originally produced such content and MB Services (for instance, the news agency that was responsible for writing a news article that then appears on the news service). In such cases, the User agree to comply with any such further terms and conditions as notified to the User.

18.5.If the User has any concerns regarding any content or any other aspects of the MB Services, please contact compliance@microbenefits.com.

19. ADVERTISING CONTENT ON OUR MB SERVICES

19.1.The Provider's MB Services may include advertising or commercial content. The User agrees that the Provider is allowed to integrate advertising or commercial content into the MB Services and that (where reasonably practicable) the Provider will identify paid MB Services and communications. The User also agrees that the Provider may use targeted advertising to try to make advertising more relevant and valuable to the User, so long as it complies with the Data Security Policy.

20. DIRECT MARKETING

20.1.The Provider may use the User's information for the purpose of sending the User advertising or direct marketing (whether by messaging within the MB Services, by email or by other means) that offer or advertise products and MB Services of ours and/or selected third parties. Such products and MB Services include but are not limited to:

20.1.1.Products and MB Services of ours (or the affiliate and subsidiary companies and joint venture partners), including MB Services in relation to messaging, online media and advertising, interactive entertainment, social networking, e-commerce, news and information, payment, Internet search, location and mapping, applications, data management, and other related software and MB Services ("Internet MB Services").

20.1.2.Third party providers of Internet MB Services and products and MB Services relating to dining, food and beverages, sports, music, film, television, live performances and other arts and entertainment, books, magazines and other publications, clothing and accessories, jewelry, cosmetics, personal health and hygiene, electronics, collectibles, housewares, appliances, home decoration and furnishings, pets, automobiles, hotels, transport and travel, banking, insurance and financial MB Services, loyalty and reward programs and other products, MB Services and content that the Provider think may be relevant to the User.

20.2.If required by applicable laws, the Provider will honor the User's request for the Provider to not use the User's personal information for the direct marketing purposes noted above. If the User wishes to make such a request, please:

20.2.1.notify the Privacy Officer by emailing compliance@microbenefits.com;

20.2.2.follow the relevant instructions from the marketing messages; or

20.2.3.if available, follow the instructions as set out in certain service-specific guidance (in relation to the relevant service).

20.3.Please note that the Provider will not share the User's personal information with advertisers unless official consent has been given by the User. The Provider does, however, share non-personal information with advertisers for the purposes of offering the User advertising that is more relevant to the User.

21. OUR INTELLECTUAL PROPERTY RIGHTS

21.1.All intellectual property rights to the MB Services and software (including any future updates, upgrades and new versions) will continue to belong to the Provider and the licensors. Except as expressly provided in these Terms, the User has no right to use the intellectual property rights. In particular, the User has no right to use the trademarks or product names (for example, "MicroBenefits" and/or "companyIQ" and/or "CIQ"), logos, domain names or other distinctive brand features without the prior written consent. Any comments or suggestions the User may provide regarding the MB Services are entirely voluntary and the Provider will be free to use these comments and suggestions at the discretion without any payment or other obligation to the User.

21.2.Where the MB Services involve the User downloading and using any software, the Provider grants the User a limited, personal, non-exclusive, non-sub licensable, non-transferrable, royalty-free and revocable license to use the software in order to use the MB Services in accordance with these Terms (including any specific technical requirements that relate to the software or its use on the User's particular device). Please note that these license terms may be supplemented by terms and conditions applicable to the specific software.

21.3.The User may not copy, modify, reverse compile, reverse engineer or extract source codes from the software, except to the extent that the Provider may not prohibit the User from doing so under applicable laws or regulations or if the User have the prior written consent to do so. Where applicable laws or regulations entitle the User to reverse compile or extract source codes from the software, the User must first contact the Provider to request the information the User needs.

21.4.The Provider may from time to time provide updates to the software. Such updates may occur automatically or may need to be manually implemented. Please note that the MB Services may not operate properly or at all if upgrades or new versions are not installed by the User. The

Provider do not guarantee that the Provider will make any updates available for any of the software, or that such updates will continue to support the User's device or system.

22. OPEN SOURCE SOFTWARE

22.1.The Provider's MB Services may use "Open Source Software" that is subject to terms in section 18 ("Third Party Data and MB Services"). Where the Provider uses such Open Source Software, please note that:

22.1.1.There may be provisions in the Open Source Software's license that expressly override these Terms, in which case such provisions shall prevail to the extent of any conflict with these Terms;

22.1.2.The Provider will credit the relevant Open Source Software (including notifying the User of the relevant Open Source Software terms), courses and other contents within the MB Services.

23. WARRANTY AND DISCLAIMER

23.1.The Provider guarantees that the Provider will provide the MB Services with duty of care and with reasonable skills.

23.2.Apart from this warranty, to the extent permitted by applicable laws and regulations, all of the MB Services and software are provided on an "as is" and "as available" basis and neither the Provider nor any of the affiliate companies make any representation or warranty or give any undertaking in relation to the MB Services, the software or any content submitted, transmitted or displayed by the MB Services, including:

23.2.1.any representation, warranty or undertaking that the MB Services or software will be uninterrupted, secure or error-free or free from viruses;

23.2.2.that the MB Services or software will be compatible with the User's device; or

23.2.3.that the MB Services or software will be of merchantable quality, fit for a particular purpose or not infringe the intellectual property rights of any person.

24. LIABILITY FOR OUR MB SERVICES AND SOFTWARE

24.1.To the extent permitted by applicable laws and regulations, in no event will the Provider or any of the affiliate companies be liable in connection with these terms, the general end user license agreement or the MB Services or software for any damages caused by:

24.1.1.any natural disaster such as floods, earthquakes or epidemics;

24.1.2.any social event such as wars, riots or government actions;

24.1.3.any computer virus, Trojan horse or other damage caused by malware or hackers;

24.1.4.any malfunction or failure of the or the User's software, system, hardware or connectivity;

24.1.5.improper or unauthorized use of the MB Services or software;

24.1.6.the User's use of the MB Services or software in breach of these terms or the general end user license agreement; or

24.1.7.any reasons beyond the reasonable control or predictability. Nor will we, to the extent permitted by applicable laws and regulations, be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages or for any loss of business, revenues, profits, goodwill, content or data.

24.2.Nothing in these terms limits or excludes any of the following liabilities, except to the extent those liabilities may be waived, limited or excluded under applicable laws and regulations:

24.2.1.any liability for death or personal injury;

24.2.2.any liability for gross negligence or willful misconduct; or

24.2.3.any other liability to the extent that such liability cannot be waived, limited or excluded under applicable laws and regulations.

24.3.Notwithstanding any other provisions of these terms, nothing in these terms limits or excludes any of the User's statutory rights in the User's jurisdiction (including any rights under applicable consumer protection regulation), to the extent these may not be excluded or waived under applicable laws and regulations.

24.4.The User agrees that the User (and the User's organization, if the User is using the MB Services or software on behalf of such organization) indemnify the Provider, the partners or the affiliate companies from and against any claim, suit, action, demand, damage, debt, loss, cost, expense (including litigation costs and attorney fees) and liability arising from:

24.4.1.the User's use of the MB Services or software; or

24.4.2.the User's breach of these terms or any terms of the general end user license agreement.

24.5.The Provider is not responsible for any third party charges the User incurs (including any charges from the User's internet and telecommunication MB Services providers) in relation to or arising from the User's use of the MB Services or software.

25. TERMINATION

These Terms will apply to the User's use of the MB Services until access to the relevant MB Services is terminated by either the User or us.

25.1.The Provider may suspend or terminate the User's access to the User's account or any or all of the MB Services:

25.1.1.if the Provider reasonably believes that the User have breached these Terms;

25.1.2.if the User's use of the MB Services creates risk for the Provider or for other users of the MB Services, gives rise to a threat of potential third party claims against the Provider or is potentially damaging to the reputation;

25.1.3.if the User fails to use the MB Services for a prolonged period; or

25.1.4.for any other reason. Where reasonably practicable, the Provider will give the User notice of any suspension or termination.

25.2.Retention and back-up of the User's content

25.2.1.following termination of these Terms, the Provider will only retain and use User Data in accordance with these Terms, in particular the Data Security Policy. Where the Provider suspend or terminate a service, or where the User's access to the MB Services is terminated by the User or the Provider, the Provider does not guarantee that the Provider will be able to return any of the User's content back to the User and the Provider may permanently delete the User's content without notice to the User at any time after termination. Please ensure that the User regularly backs up User Data.

26. GENERAL AND OTHERS

26.1.These Terms are the entire agreement between the User and the Provider in relation to the MB Services. The User agrees that the User will have no claim against the Provider for any statement which is not explicitly set out in these Terms.

26.2.The invalidity of any provision of these Terms (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of the provision deemed invalid).

26.3.If a court holds that the Provider cannot enforce any part of these Terms as drafted, the Provider may replace those terms with similar terms to the extent enforceable under applicable law, without changing the remaining terms of these Terms.

26.4.No delay in enforcing any provision of these Terms will be construed to be a waiver of any rights under that provision. Any rights and obligations under these Terms which by their nature should survive, including but not limited to any obligations in relation to the liability of, or indemnities (if any) given by, the respective parties, will remain in effect after termination or expiration of these Terms.

26.5.No persons (or organizations) other than the User and the Provider will have any right to enforce these Terms against any persons (or organizations), and the User may not delegate, assign or transfer these Terms or any rights or obligations under these Terms, by operation of law or otherwise without the consent.

26.6.The Provider may freely assign, transfer or sub-contract these Terms or the rights and obligations under these Terms, in whole or in part, without the User's prior consent or notice.

26.7.The User acknowledges and agrees that in no event will the partners or affiliate companies have any liability under these Terms.