

GENERAL TERMS AND CONDITIONS OF THE QIMAone PLATFORM

QIMA Limited, incorporated and registered in Hong Kong, having its registered office at 5/F Dah Sing Life Building, No. 99-105 Des Voeux Road Central, Hong Kong SAR (hereinafter referred as “QIMA”) is a leading provider of supply chain compliance solutions, that partners with brands, retailers and importers to secure, manage and optimize their global supply network.

QIMA has developed QIMAone, a quality and compliance platform (hereinafter referred as the “Platform”) providing quality control and supplier compliance management in Software-as-a-Service (SaaS) mode.

This Agreement sets out the conditions under which QIMA will provide access to its Platform in SaaS mode.

Each Party has read this Agreement in its entirety and represents to the other Party that it is aware of and understands all of these terms and conditions.

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ARTICLE 1: DEFINITIONS

Agreement: means these General Terms and Conditions, its Schedules, and the Sales Order.

Authorised Users: means the Client's employees, agents, contractors, suppliers (factories and vendors) and third-party inspectors, who are namely authorised by the Client to access and use the Platform, the Services and the Documentation. The Client shall determine the number of Authorised Users for the Subscription Offer and is liable for any Authorised Users' fault or negligence.

Business Day: means Monday to Friday during working hours, other than public holidays in Hong Kong.

Client Data: means the Client's data uploaded or stored on the Platform by the Client and Authorised Users for the purpose of using the Services.

Confidential Information: means any information of a Party that is identified by the disclosing party as proprietary or confidential, or by its nature should reasonably be understood by the receiving Party to be confidential, as further defined in Article 12. Confidential Information specifically includes, without limitation, for the Client: the Client Data; and for QIMA: the Software and its features, the Documentation, any programming code, the prices, the details of the Services, the terms of this Agreement.

Data Protection Legislation: means the Hong Kong Personal Data Privacy Ordinance and all other legislation and regulatory requirements in force under the applicable law which apply to a Party relating to the use of personal data.

Documentation: means any documentation made available to the Client and its Authorised Users by QIMA that describes or provides instructions to the Client and its Authorised Users for the Services use including all documentation available in the Help Center.

Downtime Events: means the events listed in Schedule I.B. excluded of the SLA.

Effective Date: means the signature date of the Sales Order by the Client in electronic format through QIMA's website or otherwise.

Initial Subscription Term: means the initial term of this Agreement.

Inspector: means any person employed or otherwise assigned by the Client or QIMA, including factories' inspectors tasked with performing inspection and auditing services.

Help Center: means the section of the Platform which contains the information and support related to the Platform and enables the Authorised Users to report any incidents regarding the Platform.

Intellectual Property Right(s) or IPR(s): mean(s) (i) any and all industrial property rights and intellectual property rights, including copyrights, rights to inventions, design and trademarks (whether registered or unregistered), trade secrets, patents, trade or business names, domain names, goodwill and the right to sue for passing off or unfair competition, copyright and related rights, database rights, know-how, any developments and customizations based on the Platform and Confidential Information (ii) all other intellectual property rights and similar or equivalent rights under any applicable laws anywhere in the world which currently exist or are recognized in the future, and all moral rights related thereto and (iii) applications, extensions and renewals in relation to any such rights

Login Details: means the usernames and passwords created by the named Authorised Users after the validation of the Client's account.

Professional Services: means additional and specific Services listed in Schedule I.B. subject to a specific written price quotation.

Sales Order: means any price quotation accepted in writing by the Client or any order issued electronically through QIMA's website for the purchase of Subscriptions Offer, or Professional Services.

Platform: means the platform developed and owned by QIMA and made accessible *via* the QIMA one mobile application and/or the website address <app.qimaone.com and app.qimaone.cn>.

Renewal Term: means the successive additional subscription periods following the Initial Subscription Term.

Services: means the services described in Schedule I.A. provided by QIMA to the Client on the Platform in a Software-as-a-Service (SaaS) mode.

Service Level Agreement or SLA: means the service levels commitments defined in Schedule I.B. and that QIMA shall comply with.

Software: means the online software applications which are integrated within the Platform, in code object format, and are provided by QIMA as part of the Services.

Subscription Fees: means the fees payable by the Client to use and access the Platform in accordance with the Subscription Offer and the Professional Services chosen by the Client.

Subscription Offer: means the subscription offer described in Article 5.

Subscription Term: means the Initial Subscription Term together with any subsequent Renewal Periods.

Third Party: means any person other than the Client, its Authorised Users, QIMA and QIMA's employees or persons assigned by QIMA to perform any obligation under this Agreement.

Third Party Materials: means any software or hardware components owned by a Third Party (proprietary or open source) and interoperating in any manner with the Platform. This Third-Party open source software companies list and their open license terms can be provided by QIMA upon Client's written request.

ARTICLE 2: ACCESS AND USE OF THE PLATFORM

Provided that the Client and its Authorised Users comply with Articles 2.1 to 2.3 herein below and the Client duly pays its Subscription Fees, QIMA will offer to the Client and its Authorised Users an access to the Platform and the Services for the Subscription Term agreed by the Parties.

2.1 Access to the Platform

The access to the Platform, Services and Documentation, is subject to the purchase of the Subscription Offer. During the purchase process, the Client must provide its full contact details, either via the Platform subscription form or manually via email or other communication means. The Client is also required to determine the number of Authorised Users allowed to access and use the Platform. The Client can add, if applicable, some Professional Services.

Subject to the payment of the Subscription Fees as detailed in Article 9 and the Sales Order as the case may be and the validation of the Client's account by QIMA, the Client will name the Authorised Users that will be granted access to the Platform and provide their contact details.

QIMA will then send Authorised Users their username and a token, allowing the Authorised Users to create their own personal password upon initial access to their account, by email.

2.2 Use of the Platform

In relation to the Authorised Users, the Client undertakes that:

- each Authorised User will keep safe and confidential its Login Details for its personal use of the Platform, Services and Documentation and will not share its Login Details with any third party or any person who is unauthorized,
- each Authorised User will comply with the relevant Documentation to access and use the Platform and Services.

The Client will be fully liable for any unauthorized access to, or use of, the Platform, Services and/or the Documentation due to the negligence or fault of the Authorised Users. In the event of any such unauthorized access or use, the Client or the Authorised Users must notify QIMA within 24 hours of its discovery.

2.3 Prohibited Uses

The Client and its Authorised Users shall not access, store, distribute or transmit in the Platform any viruses or any material that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious beliefs or affiliations, sexual

orientation, disability, or any other illegal activity; or

- causes damage or injury to any person or property.

The Client agrees that aforementioned cases of prohibited use, without limitation, shall constitute an immediate and material breach of this Agreement enabling QIMA to immediately suspend the Services or the Client's access to the Platform and/or terminate the Agreement, without prejudice to any other rights, remedies or damages to which QIMA is entitled.

ARTICLE 3: TERM

This Agreement will come into effect on the Effective Date and will continue for the Subscription Term. The Sales Order signed by the Parties shall state the duration of the Initial Subscription Term. Unless one of the Parties terminates this Agreement in accordance with Article 10, the Initial Term shall automatically renew. The Initial Subscription Term together with any subsequent Renewal Periods will constitute the Subscription Term date.

ARTICLE 4: SERVICES

The Platform is a quality and compliance management platform designed to improve product quality and supplier compliance while enabling greater supply chain transparency, efficiency, and agility.

The Services provided by QIMA to the Client as a software-as-a-service mode on the Platform, are described in Schedule I.A.

QIMA will provide at no additional costs the standard maintenance of the Platform, the Services and Software updates and the identification and resolution of errors, as detailed in Schedule I.

The Client understands that the scope of this Agreement is limited to the Services provided in the Platform and that they do not include the inspection, auditing and testing services offered by QIMA. Inspection, auditing and testing services performed by QIMA can be ordered either from the Platform, or separately, and will incur charges not included in this Agreement, falling under the scope of QIMA's General Terms of Services available at <https://www.qima.com/conditions-of-service>.

ARTICLE 5: PROFESSIONAL SERVICES AND ADDITIONAL AUTHORISED USERS

The Client may, from time to time during the Subscription Term or during the initial process order, purchase Professional Services or increase the number of Authorised Users.

Changes of prices are set out in Article 9. Professional Services will be subject to a written Sales Order during the initial process order or during the Subscription Term.

QIMA will grant or refuse access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement, more specifically in accordance with Article 2 of this Agreement. The Client shall notify in written QIMA of any request related to the increase of Authorised Users.

ARTICLE 6: SUPPORT AND MAINTENANCE SERVICES

6.1 QIMA's support and maintenance

QIMA shall make its best efforts to provide reasonable support and assistance to the Client, including through assistance to the Client and its Authorised Users in their use of the Platform, via its' administrator privileges.

Client' support requests shall be made within the Platform, preferably from the Help Center, where the Client and the Authorised Users will request the opening of an incident ticket in case of any incident as defined in Schedule I.B.

6.2 Service Level Agreements

QIMA shall use commercially reasonable endeavours during the Subscription Term to make the Services available. Any non-compliance with the Service Levels Agreement will give rise to credits, each defined in the Schedule I.B.

The SLA will not apply in case of non-compliance caused by the Client's use or the Authorised Users' use of the Services in breach with QIMA's instructions, modification or alteration of the Services by the Client or the Authorised Users, any third party not duly authorized by QIMA, failure of the Client's network

connections or telecommunications links or internet disruption, as the case may be.

ARTICLE 7: OBLIGATIONS OF THE PARTIES

7.1. Client's obligations

The Client undertakes to:

- duly pay the Subscriptions Fees and any fees relating to the access and use of the Platform and Services in accordance with Schedule I. and more generally under this Agreement;
- duly protect and ensure that the Authorised Users duly protect the Confidential Information in accordance with Article 12 of this Agreement ;
- duly cooperate in good faith, in particular to inform and/or notify QIMA if it encounters any technical or, more generally, any issue in relation to the Platform, the Services and/or the Documentation;
- provide all necessary information required by QIMA in order to perform the Services, including, but not limited to, security access information and configuration services;
- ensure that the Authorised Users use the Platform and the Services in accordance with this Agreement and will be responsible for any Authorised User's breach of this Agreement;
- obtain and will maintain all necessary licenses, consents, and permissions necessary for QIMA, its contractors and agents to perform their obligations under this Agreement;
- ensure that the Authorised Users' and its network and systems comply with the relevant specifications provided by QIMA from time to time;
- be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's and Authorised Users' network connections or telecommunications links, or caused by their internet service;
- be solely responsible for any act or omission of its employees and its Authorised Users and

ensure their respect of the legal requirements under this Agreement (including without limitation the Anti-Bribery Regulation as stated under this Agreement);

- comply with all applicable laws and regulations with respect to its activities under this Agreement.

7.2. QIMA's obligations

QIMA undertakes to make its best efforts to:

- make the Platform available and provide the Services during the Subscription Term in accordance with the Documentation and the Service Levels Agreement and applicable laws and regulations;
- promptly inform the Client of any identified or potential issue that may affect the performance of the Services and/or the performance of this Agreement;
- answer to the Client's requests in a reasonable timeframe;
- ensure security measures are put in place on the Platform

ARTICLE 8: WARRANTIES

QIMA warrants to the Client that, during the Subscription Term:

- the Services will operate in accordance with this Agreement and the Documentation;
- the functionalities of the Platform will be available.

The Client warrants that in the event of a Third-Party claim arising from, or relating to, its Authorised Users' act or omission, the Client shall be liable for any of these acts or omissions and shall indemnify QIMA for any damages resulting from such Third-Party claim.

The Client warrants that it will clearly inform its Authorised Users, including the Client's employees, about the monitoring tools available on the Platform.

The Client represents and warrants that the Client's data will be free of any virus, Trojan Horse, cancelbot,

timebombs or other devices developed to disable or to erase, damage or corrupt software, hardware or data.

ARTICLE 9: FINANCIAL CONDITIONS

The Client shall provide QIMA in writing with its specific needs. QIMA will offer features and/or additional Professional Services to answer the Client's needs.

The Sales Order shall detail the needs of the Client, the Services, the features, Professional Services if any, and the total price.

By purchasing a Subscription Offer Professional Services or additional Authorised Users, the Client shall pay by bank transfer or credit card the applicable Subscription Fees and fees, whether monthly or annually, at the beginning of the Subscription Term or as agreed otherwise in the Sales Order.

The Client will be responsible until it terminates this Agreement, for Subscription Fees and any fees in relation with the use of the Platform or the Services **even if the Client or its Authorised Users do not connect with their Login Details to the Platform nor use the Services.**

If a payment is not successfully settled, QIMA may suspend Client's access and its Authorised Users' access to the Platform and the Services until the Subscriptions Fees and any fees are paid.

QIMA will be under no obligation to provide, access to the Platform, any or all of the Services, Professional Services while the Subscriptions Fees remain unpaid.

All Subscriptions Fees stated or referred to in this Agreement:

- will be payable in US Dollar (\$);
- are non-cancellable and non-refundable, unless otherwise agreed in writing by the Parties; and
- do not include any tax, levy, fee, withholding tax, which will be added if relevant to QIMA's invoice(s) at the appropriate rate.

When required, the Client will provide to QIMA relevant valid, up-to-date and complete contact and billing details.

QIMA may change its Subscription Fees from time to time. Any price changes will apply to the Renewal Term following notice by email of the change(s) to the Client.

If the Client purchases additional Authorised Users or Professional Services, the price change will apply at the date agreed by the Parties for the subscription of such additional Authorised Users or Professional Services.

ARTICLE 10: TERMINATION

This Agreement shall become effective upon the signature date of the Sales Order by the Parties until the end of the Subscription Term.

However, each of the Parties may terminate this Agreement, by providing in writing to the other Party a prior cancellation notice, by email or through any available mean offered by QIMA on the Platform:

- at least three (3) months before the end of the Initial Subscription Term or any Renewal Period with effective termination at the beginning of the following period.

If the Client terminates this Agreement before the end of the Subscription Term, the payments made will be not refundable.

Without prejudice to any other rights or damages to which the Parties may be entitled, either Party may terminate this Agreement without prior notice and liability to the other if:

- the other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) calendar days of that party being notified in writing of the breach; or
- the Client commits a material breach of Article 2 Access and Use of the Platform, Article 5 Additional Professional Services and Authorised Users, Article 7.1 Client's Obligations, Article 9 Financial Conditions, Article 11 Intellectual Property Rights, Article 12 Confidential Information, Article 19 Anti-Bribery Regulation; or
- an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the

other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder; or

- a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets.

On termination of this Agreement for any reason:

- all licenses granted under this Agreement will immediately terminate;
- each Party will return and make no further use of any Platform, Services, material, Documentation and other items (and all copies of them) belonging to the other Party;
- the Client may no later than ten (10) days after the effective Date of the termination of this Agreement, send a written request to QIMA for the delivery of the most recent back up of its Client Data.
- QIMA will use reasonable commercial endeavours to deliver the back-up to the Client within thirty (30) calendar days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client will pay all reasonable expenses incurred by QIMA in returning or disposing of Client Data; and
- the accrued rights of the Parties as of termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, will not be affected or prejudiced.

ARTICLE 11: INTELLECTUAL PROPERTY RIGHTS

11.1 License of use regarding the Platform

Subject to the purchase of a Subscription Offer and the compliance with the terms of this Agreement, QIMA hereby grants to the Client only, excluding any Client's subsidiary or holding company, during the applicable

Term, a non-transferable, non-exclusive, revocable, limited license to access and use the Services and Documentation solely for the Client's internal business operations. The Services and the Documentation may only be accessed and used by the Authorised Users.

QIMA may perform developments within the Platform, including creation of new features, features modifications, customization. QIMA will own and retain all IPRs in the developments and will grant to the Client only, excluding any Client's subsidiary or holding company, during the applicable Term, a non-transferable, non-exclusive, revocable, limited license to use such developments.

Except as expressly stated herein, nothing in this Agreement will be deemed to grant to any Party any rights to the other Party's IPRs existing prior to the Effective Date.

Notwithstanding the foregoing, (i) Client will continue to own all rights, title and interest both in and to all of the Client Data; and (ii) QIMA and/or its licensors will continue to own all IPRs in the Platform, Services and the Documentation.

11.2 License of use regarding Client Data

The Client hereby grants to QIMA a worldwide, non-exclusive, unlimited royalty-free license to access, use, copy, adapt, transmit and exploit Client Data to the extent necessary (i) to perform its obligations under the Agreement, (ii) to enhance the Platform (including the performance of the Platform, developing new features, improving QIMA clients' offers) and (iii) to conduct market research, industry trends and more generally for statistics' purposes. Such license shall be perpetual for items (ii) and (iii) above provided that the Client Data will only be disclosed, used or otherwise made available in an anonymized and/or aggregated format whereby the Client and/or its Authorised Users cannot be identified.

11.3 Ownership

QIMA owns and retains all Intellectual Property Rights in the Platform and its developments and all related Documentation, including, without limitation, any customizations, standardized report templates and/or training and support documents, whatever the format, with the exception of any Third-Party Materials that interoperate with the Platform.

This Agreement does not grant the Client any rights to, under or in, any patents, copyrights, trade secrets, trade names, trademarks (registered or not), or any other rights or licenses in respect of the Platform, Services or the Documentation.

The Client agrees that it shall not, without QIMA's prior written consent, use any name(s), trade name(s) or trademark(s) of QIMA. The Client shall not attempt to copy or remove any proprietary marks, markings, logos, copyrights or other indications of industrial or intellectual property or other rights on, in or related to the QIMA Software, Services, and/or Documentation.

The Client shall own all right, title and interest in and to all of the Client Data that is not personal data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data.

11.4 Restriction of use

The Client and its Authorised Users shall not:

- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties or expressly permitted under this Agreement:
 - o attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Platform and/or Documentation (as applicable) in any form or media or by any means; or
 - o attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- access all or any part of the Platform, Services and Documentation in order to build a product or service which competes with the Platform, Services and/or the Documentation; or
- use the Platform, Services and/or Documentation to provide Services to Third Parties; or
- license, sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, Services and/or Documentation available to any Third Party except the Authorised Users; or
- attempt to obtain, or assist Third Parties in obtaining, access to Platform, the Services and/or Documentation, other than as provided under this clause

11.5 Infringement

The Client shall defend, indemnify and hold harmless QIMA from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) and disbursements incurred by QIMA arising out of or in connection with QIMA's use of the Client Data, Client's use of the Services and/or Documentation, including, without limitation, Client's use of the Services in conjunction with any material or content that the Client stores or transmits that:

- infringes any Third Party's intellectual property or publicity/privacy rights;
- violates any law or regulation;
- is defamatory, libellous, unlawfully threatening or unlawful harassment;
- contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage or detrimentally interfere with the Services or data contained within the Services; or (e.) is materially false, inaccurate or misleading.

ARTICLE 12: CONFIDENTIAL INFORMATION

Neither Party will use, disclose, reproduce, distribute, disseminate, or in any way circulate the other Party's Confidential Information except as required by law or as required to perform its obligations under this Agreement. The Receiving Party may only disclose Confidential Information to its representatives who have a need to know the Confidential Information in order to allow the receiving Party to adequately perform its obligations under this Agreement. Prior to disclosure of any Confidential Information to any representatives, the receiving Party will advise all representatives of the confidential nature of the Confidential Information and ensure that such representatives will keep the Confidential Information

confidential in accordance with the provisions of this Agreement. Each Party will be fully responsible and liable for the actions of its representatives with respect to any Confidential Information.

In the event that a receiving Party becomes required by law to disclose any Confidential Information relating to the other, it will to the extent possible and permitted by law provide the disclosing Party with written notice thereof so that the disclosing Party may seek a protective order or another appropriate remedy. The disclosing Party will have the right to defend such action in lieu of and on behalf of the receiving Party. The receiving Party will cooperate with the disclosing Party in any effort to obtain such remedies but a disclosing Party will not be required to undertake litigation or legal proceedings in its name. In the event that the receiving Party is legally compelled to disclose any Confidential Information, the receiving Party will furnish only that portion of the Confidential Information that is necessary in order to comply with such legal obligation and such disclosure will not be treated as a breach of this Agreement.

Confidential Information excludes information that:

- is already known to the receiving Party prior to disclosure by the disclosing Party;
- is or becomes a matter of public knowledge through no fault of the receiving Party;
- is rightfully received from a third Party by the receiving Party without a duty of confidentiality;
- is independently developed by the receiving Party;
- is required to be disclosed by law, by any court of competent jurisdiction, or by any governmental agencies or legally empowered authorities or stock exchanges having authority over it or its assets;
- is disclosed by the receiving Party with the prior written approval of the disclosing Party.

Promptly upon termination of this Agreement or request of the disclosing Party, the receiving Party will return or destroy (at its option), all Confidential Information of the disclosing Party. Any destruction of Confidential Information under this Agreement will be done in a secured manner and in accordance with all

applicable law. The receiving Party will not retain any Confidential Information except (a) if, and only to the extent, required by applicable law; (b) as required to respond to actual, threatened or impending legal action; or (c) archived electronic copies of Confidential Information that are saved in due course of a bona fide data retention policy. Notwithstanding any other provision of this Agreement, the confidentiality obligations of this Article will continue to apply to any retained Confidential Information until returned or deleted.

The obligations of the Parties to protect the Confidential Information pursuant to this Article will continue for a period of five (5) years following the termination or expiry of this Agreement.

ARTICLE 13: LIABILITY

QIMA shall be liable to the Client for the performance of its obligations under the Agreement and shall be liable for its failure to comply with its obligations under the Agreement.

The Client is fully responsible for its Authorised Users, employees, including Inspectors, regarding their use of the Platform, in whole or in part, its features and all related Documentation.

The Client is solely responsible for any claim in connection with the Client's Data, surveillance tools or detection of fraud features.

ARTICLE 14: DISCLAIMERS AND EXCLUSION OF WARRANTIES

QIMA is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Client Data over external communications networks and facilities, including the internet, and the Client acknowledges that the Platform, Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

QIMA does not warrant that the Services will be uninterrupted, secure and/or free of errors or other harmful components and will not be held responsible for any of these.

QIMA disclaims any liability in connection with the Client's use of the Platform, of the Third-Party Materials and of the Client Data. QIMA will not be held responsible for any damages resulting from the Client's

use of the Platform, including for loss, recovery, or compromise of data, software or programs, to the extent permitted by applicable laws.

The Client and the Authorised Users may upload, store and create data through the Platform ("**Client Data**"). The Client remains the only owner of these Client Data and is solely responsible for its use.

QIMA has no obligation to monitor, edit or control in any manner the Client Data and the Client agrees not to upload, store and/or create any data that would contain any unlawful material or violate any applicable laws. The Client is solely responsible for any claim in connection with the Client Data.

To the extent permitted by applicable laws, in no event shall QIMA be held liable for any damages arising from or connected to the Client Data, including for loss, recovery, or compromise of data, software or programs. The Client shall promptly indemnify QIMA for any such loss if so incurred by QIMA.

ARTICLE 15: LIMITATION OF LIABILITY

QIMA will not be liable to the Client or to any Third Party for any loss or injury arising out of, or caused in whole or in part by QIMA's acts or omissions or in any other way whatsoever, unless such loss or injury is occasioned by:

- breaches of confidentiality obligations or personal data or
- the gross negligence, willful misconduct, willful fraudulent activity or willful unlawful acts by QIMA.

The Services and the Documentation are provided to the Client on an "as is" basis.

Nothing in this agreement excludes the liability of each Party:

- for death or personal injury caused by QIMA's negligence or;
- for fraud or fraudulent misrepresentation or;
- any other liability which cannot lawfully be excluded or limited.

Subject to the above, QIMA shall not be liable whether in tort, contract, misrepresentation, restitution or

otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses arising under this agreement.

QIMA's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount of the total Subscription Fees paid during **the last 3 months** preceding the date on which the claim arose.

ARTICLE 16: FORCE MAJEURE

QIMA will have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of QIMA or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, pandemics, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

ARTICLE 17: AUDIT

QIMA, or QIMA's designated auditor, is entitled to audit the Services in order to control the compliance with this Agreement and in particular the number of Authorised Users. Such audit may be conducted no more than once per quarter, at QIMA's expense, and this right will be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

If any of the audits referred above reveal that one or more password has been provided to an individual who is not an Authorised User, then without prejudice to QIMA's other rights, the Client must promptly disable such password and QIMA will not issue any new passwords to any such individual.

If any of the audits referred above reveal that the Client has underpaid Subscription Fees to QIMA, the Client will pay to QIMA an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule I. C and the costs supported by QIMA for the conduct of this audit within ten (10) Business Days of the date of the relevant audit.

ARTICLE 18: DATA PROTECTION

The Client shall, and shall ensure that all Authorised Users shall, comply with all applicable data protection legislation ("**Data Protection Legislation**"), including the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) ("**PDPO**"). This Article 18 is in addition to, and does not relieve, remove or replace, the Client's obligations under the applicable data protection legislation.

Without prejudice to the generality of the first paragraph of Article 18, the Client shall, ensure that it has all necessary appropriate consents and notices (and if required by QIMA, in the form as reasonably requested by QIMA) in place to enable lawful transfer of any Personal Data to QIMA and the lawful collection of the Personal Data by the Client on behalf of QIMA for the duration and purposes of this Agreement.

If the Client appoints any third party to process any Personal Data under this Agreement, the Client shall forthwith notify QIMA in reasonable detail such appointment. If QIMA so requires, the Client shall (a) confirm that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this Article 18 and (b) undertake to reflect, and will continue to reflect, the requirements of the Data Protection Legislation. As between QIMA and the Client, the Client shall remain fully liable for all acts or omissions of any such third-party appointed by it pursuant to this Article 18.

In this Article 18, the terms "**Personal Data**", "**Data User**" and "**Data Subject**" shall be as defined in the PDPO. "**Personal Data Breach**" means unauthorized or accidental access, processing, erasure, loss or use of any Personal Data.

ARTICLE 19: ANTI-BRIBERY REGULATIONS

The Client shall ensure that its Authorised Users shall:

- (i) comply with all applicable laws, policies and guidelines relating to anti-bribery and anti-corruption, including provisions related to bribery and corruption under Hong Kong laws and the Prevention of Bribery Ordinance (Cap 201);
- (ii) have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the applicable laws and guidelines, including the Hong Kong Independent Commission Against Corruption's guidelines, and will enforce them where appropriate.

The Client shall indemnify QIMA against any losses, liabilities, damages, costs (including legal fees) and expenses incurred as a result of its breach of this Article or any breach of this Article by its employees or any person assign by the Client.

ARTICLE 20: GOVERNING LAW

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of Hong Kong SAR.

ARTICLE 21: DISPUTE RESOLUTION

Any and all disputes, controversy, difference or claim arising out of or in connection with this Agreement, including the existence, validity, breach or termination, negotiation, execution, interpretation, performance or non-performance of this Agreement, or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by the Hong-Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted, whose decision shall be final and binding upon the Parties with no right of appeal. The arbitration tribunal shall consist of one arbitrator, appointed by the joint agreement of the Parties, and proceedings shall be conducted in English language. The seat of arbitration shall be Hong Kong.

ARTICLE 22: MISCELLANEOUS PROVISIONS

22.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties in relation to its subject matter. It

replaces and extinguishes all prior agreements, collateral warranties, collateral contracts, statements, representations and undertakings made by or on behalf of the Parties, whether oral or written, in relation to that subject matter.

Each Party acknowledges that in entering into this Agreement it has not relied upon any collateral warranties, collateral contracts, statements, representations or undertakings, whether oral or written, which were made by or on behalf of the other Party in relation to the subject-matter of this Agreement (together “**Pre-Contractual Statements**”) and which are not set out in this Agreement.

Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

Nothing in this Article 22 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

22.2 Personnel

Each Party shall comply with the applicable employment laws and shall be responsible for paying its own employees, including employment related taxes and insurance.

22.3 Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the Schedules shall prevail.

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Sales Order, the provisions in the Sales Order shall prevail.

22.4 Waivers

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

22.5 Survival

In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Agreement, the provisions of Articles 7 (Obligations of the Parties), 8 (Warranties), 11 (Intellectual Property Rights), 12 (Confidential Information), 13 to 15 (Liability) shall survive the termination of this Agreement.

22.6 Third party beneficiaries

Unless expressly provided otherwise in this Agreement, the Parties do not intend, nor will any clause of this Agreement be interpreted to create, for any Third Party an obligation to or benefit from any of the parties.

A person who is not a Party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

22.7 No Assignment

The Client shall not assign or transfer this Agreement or any of its rights or obligations detailed under this Agreement, whether in whole or in part, without QIMA's prior written consent.

QIMA may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22.8 Subcontracting

The Client is fully liable for any damages caused by its subcontractors, including supplying factories and its Inspectors, and will fully indemnify QIMA accordingly.

The Client undertakes with QIMA that it shall ensure that its subcontractors shall strictly comply with the Client's obligations as set forth under this Agreement.

22.9 Non Solicitation

Without the express prior consent of the other Party, each Party shall not solicit for employment, or directly or indirectly hiring any employee of the other Party participating in the performance of the Agreement, even if the solicitation is initiated by the employee himself. This prohibition applies during the Subscription Term and for a period of twelve (12) months following the end of the Agreement. In the event of breach of this provision, the defaulting Party shall be liable to the other Party for a total amount equal to the gross salaries actually received during the

twelve (12) months preceding the requested person's departure.

22.10 Publicity

The Clients acknowledges and agrees that QIMA may reference the Client and the nature of the Services provided hereunder in QIMA business development and marketing efforts, including without limitation its website.

22.11 Enforceability, severability

This Agreement shall be binding upon and enforceable by the Parties and their respective successors and permitted assigns. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions thereof, and each provision is hereby declared to be separate, severable and distinct.

22.12 Relationship of the Parties

This Agreement will not be construed as (i) creating any partnership, agency relationship or other form of legal association that would impose liability upon one Party for the actions or failure to act of the other Party, or (ii) providing any Party with the right, power or authority (express or implied) to create any duty for, or obligation of, the other Party.

22.13 Notices

Any notice from one Party ("**Sender**") to the other Party ("**Recipient**") that is required to be given under this Agreement ("**Notice**") must be in writing, signed on behalf of the Sender, and be addressed to the Recipient using the details below. Notices must be sent by email, recorded delivery, registered post or registered airmail or electronic signature in case of contractual document and satisfactory proof of such delivery or sending must be retained by the Sender. The details of the Parties for the purpose of Notices are as follows (and each Party shall promptly notify the other of any change):

Any Notice shall be deemed to have been served:

- (i) if sent by email, at the time and date of sending shown on the email kept by the Sender

- (ii) if delivered by hand, at the time and date of delivery shown on the delivery receipt kept by the Sender;
- (iii) if sent by recorded delivery or registered post, 48 hours from the date of posting (such date as evidenced by proof of postage kept by the Sender); and
- (iv) if sent by registered airmail, five days from the date of posting (such date as evidenced by proof of postage kept by the Sender);
- (v) if electronically signed with an electronic certificate in case of contractual document (i.e. Docusign)

22.14 Representations

The Client represents and warrants to QIMA that it has all the necessary power to enter into this Agreement and perform its obligations hereunder.

22.15 Counterparts

This Agreement may be entered into by the Parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument. This Agreement shall not take effect until it has been executed by all the Parties.

22.16 Equitable Relief

Either Party may immediately seek equitable relief (without posting a bond or proving actual harm), including, without limitation, temporary injunctive relief upon a violation of a Party's Confidentiality or Intellectual Property rights.

Signature- The Parties agree to sign this Agreement digitally.

Date:

Client Name:

Client Position:

Signature:

SCHEDULE I – DESCRIPTION OF THE PLATFORM’S SERVICES**A. SERVICES**

QIMAone is a smart and collaborative platform that helps brands and retailers improve their products and empower their suppliers with reliable data, real-time visibility, and standardized workflows.

Functional summary:

- Mobile inspector app
 - Dashboard with upcoming assignments
 - Digital checklists
 - Digital signature
 - Barcode and QR code scanning capability
 - Photo editing and blur detection
 - GPS location tracking
- Workflows & checklists
 - Configurable inspection workflows
 - Intuitive checklist builder for functional tests, defects and measurements
 - Library of templates for wide-ranging consumer product categories
- Assignment
 - Flexible booking and assignment to in-house and factories inspectors
 - Inspections with QIMA certified inspectors in one-click
- Report
 - Instant inspection reports based on data collected through the app
 - HTML report
- Analytics
 - Actionable analytics into inspections, suppliers and inspectors
- Collaboration
 - Collaborative live chat between teams and invited factories
 - Files and rich content sharing
- Integration & Data Management
 - File import for checklists, products, measurements and factories
 - API for integration to connect external systems

B. SUPPORT, MAINTENANCE AND SERVICE LEVEL AGREEMENT

The Service Level Agreement

a. Metrics

QIMA will meet the below service performance standards when providing services to the client.

System Availability Percentage	Standards
Platform Services and Products monthly uptime (availability)	%

b. Definition

The Platform availability level that QIMA plans to meet or exceed during the Subscription Term. The System Availability is calculated according to the following formula:

$$\text{System Availability Percentage} = \left(\frac{\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} \right) * 100$$

“Excluded Downtime” means the Total Minutes in the Month attributable to (a) a scheduled downtime for which a regular Maintenance window (for any updates of the Platform’s features including the major features and/or upgrades of the minor features), or (b) any Major Upgrade Window (for any upgrades of the major Platform’s features) for which the Client has been notified at least two(2) Business Days prior to such Major Upgrade Window or (c) unavailability caused by factors outside of QIMA’s reasonable control, such as Force majeure events, as defined in the Agreement that could not have been avoided even if reasonable care had been exercised.

Any period of time for which the Platform is not available will be considered as part of the SLA except for the following Excluded Downtime Events:

- Scheduled maintenance, including but not limited to QIMA’s planned maintenance
- Maintenance periods for Major Upgrade Window for which a two business days prior notice has been given.
- Weekly maintenance window for upgrade, every Wednesday from 1pm to 2pm CET
- Any period in which the Client is unable to use the Platform due to the Client’s conduct or misuse; and
- Any circumstances outside of the control of QIMA or its third-party providers, including but not limited to the following:
 - o a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by the Client;
 - o outages initiated by QIMA at the request or direction of the Client for maintenance, back up, or other purposes;

- outages occurring as a result of any actions or omissions taken by QIMA at the request or direction of the Client;
- outages resulting from the Client's equipment not within the sole control of QIMA or its third-party providers;
- events resulting from an interruption or shut down of the Platform due to circumstances reasonably believed by QIMA to be a significant threat to the normal operation of the Platform;
- outages due to system administration, commands, file transfers performed by the Client's representatives;
- Client's negligence or breach of material obligations under the Agreement; and
- lack of availability or untimely response time of the Client to respond to incidents that require Client's participation for source identification and/or resolution, including meeting Client's responsibilities for any services.

Technical support response

Provided that the Client duly pays on time its Subscription Fees to QIMA, QIMA will provide technical support in case of incidents.

To enable such technical support, Client must report any incident regarding the Platform's use in a timely manner preferably via the Help Center, accessible via the Client's Platform interface, from Monday to Friday 8 am to 6 pm (Local Time Zone).

The Client shall cooperate and provide its support as requested by QIMA's Help Center contacts to resolve and remedy such issues.