

TERMS OF USE

PORTCAST PTE. LTD.

The following terms and conditions (these “Terms”, together with the Service Form(s) (including any Special Terms) being the “Agreement”) shall govern your use and receipt of the Services. By placing an order or using the Services, you agree to these Terms. Portcast Pte. Ltd. (**Portcast**) may amend these Terms from time to time as set out in paragraph 13 below. Any Special Terms shall prevail over these Terms to the extent of any inconsistency but no further.

1. SERVICES

1.1 The Services provided by PORTCAST to you are those set out in the applicable Service Form(s).

1.2 Subject to paragraph 1.4 PORTCAST shall provide the Services to you with commercially reasonable care and skill, subject to your compliance with the Agreement.

1.3 The Supplier agrees to provide, and the Client agrees to buy, the Portcast Software as a Service offering, and related services, on the terms of the Agreement. The SaaS Service provides access to Portcast’s machine-learning based software that uses real-time external data sources with Portcast’s proprietary algorithms to predict international cargo flows. The SaaS Service includes permitted user registration, user training, and ongoing basic upgrades and bug fixes, and ongoing version upgrades as scheduled by Portcast. For the avoidance of doubt, the SaaS Service excludes any bespoke customisation.

1.4 PORTCAST may provide you with a free trial of the Services for a limited period of time as set out in the applicable Service Form(s). PORTCAST may, in its sole discretion and at any time, on notice to you suspend or terminate any free trial of the Services it provides to you. Your use of the Services during any such trial period must be in accordance with the Agreement. You acknowledge and agree that during any such trial period the Services are provided to you by PORTCAST “as is” and, subject to paragraph 7.1 below, PORTCAST shall not be liable for any loss, whether direct or indirect, arising out of or in connection with your receipt of the Services during such trial period.

1.5 You must designate on each Service Form an account administrator and contact person who shall be responsible for managing your accounts and nominating and appointing any persons authorised to use and/or access the Services (together with the account administrator and contact person, “Your Users”). The following categories of persons shall be permitted to be Your Users: (i) your current employees, contracted individuals, officers and directors; and (ii) your customers who have entered into a written agreement pursuant to which they agree to be bound by the relevant terms of the Agreement (including, without limitation, with respect to conditions of authorised use, confidentiality and compliance with Applicable Law). You shall be responsible for Your Users’ access to and use of the Services and shall ensure Your Users comply at all times with the terms of the Agreement governing such access and use. You must only use the Services for your own business purposes and you may not allow any third parties to access or use the Services except as expressly permitted by the Agreement. You shall ensure that no more users access or use the Services than are permitted by the applicable Service Form(s). For the avoidance of doubt, Your Users shall be permitted to share any tracking information (including, without limitation, tracking links) generated by the PORTCAST Applications with third parties and this shall not count towards the number of users permitted to use or access the Services by the applicable Service Forms(s), provided that PORTCAST shall be permitted to require such third parties to accept, by means of a popup window, the Terms before granting them access to the relevant tracking information generated by the PORTCAST Applications.

1.6 PORTCAST may, in its sole discretion, at any time and without notice, modify any of the Services provided that such modification does not have a material adverse effect on the functionality of the Services.

1.7 You shall not, and shall procure that Your Users shall not, interfere with, reverse engineer (whether by decompiling, disassembling or otherwise except to the extent that it is not possible to prohibit such acts pursuant to Applicable Law), gain unauthorised access to or otherwise make unauthorised use of PORTCAST’s systems (including but not limited to the PORTCAST Platform).

1.8 PORTCAST and/or its representatives may, on 30 days’ notice to you, at PORTCAST’s own cost audit your

receipt and use of the Services to establish your and Your Users' compliance with the terms of the Agreement. You shall provide, and procure that Your Users provide, all access, information and assistance reasonably requested by PORTCAST in respect of such audit.

1.9 PORTCAST may, at its sole discretion, limit, suspend or terminate your or Your Users' use of and/or access to the Services or any part thereof, to preserve the security and integrity of PORTCAST's systems or if there has been, or PORTCAST reasonably believes that there has been or is reasonably likely to be, any unauthorised use of the Services or a breach of this Agreement by you or Your Users.

2. CHARGES AND PAYMENT

2.1 You shall pay all fees, charges, costs and expenses set out in the applicable Service Form(s) in the currency(ies) specified in the applicable Service Form(s).

2.2 Unless otherwise agreed in writing, all amounts owed by you to PORTCAST under the Agreement shall be due and payable within 30 days of receipt of an invoice by such means as PORTCAST may specify from time to time. If PORTCAST has not received payment from you within 30 days after the due date, without prejudice to any other rights and remedies it may have: (i) PORTCAST may disable your and Your Users' access to all or part of the Services; (ii) PORTCAST shall be under no obligation to provide any or all of the Services to you while the amounts concerned remain unpaid; and (iii) interest shall accrue on a daily basis on such unpaid amounts at an annual rate as may be specified in the applicable Service Form(s) and, in all other cases, at an annual rate equal to 4% over the then current best lending rate of United Overseas Bank of Singapore or (in the event that such rate is not available) such other rate as PORTCAST may reasonably specify from time to time (or, if that amount is higher than the maximum rate prescribed by Applicable Law, the maximum rate prescribed by Applicable Law shall apply), commencing on the due date and continuing until fully paid.

2.3 Any amount stated in the Agreement to be payable in respect of any supply of services under the Agreement (including the charges for the Services) shall be exclusive of any amounts in respect of sales, customs or other duty, tax or levy imposed by an authority which shall be added to PORTCAST's invoice(s) at the appropriate rate. Any payment to be made under the Agreement shall be made in full, free and clear of any set-off, restriction, condition or counterclaim and without any deduction or withholding for or on account of tax, save as required by Applicable Law. To the extent any deduction or withholding for or on account of tax is required to be made by Applicable Law, you shall pay to the PORTCAST such sum as will, after the deduction or withholding has been made, leave the PORTCAST with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

3. YOUR DATA

3.1 As between you and PORTCAST, you shall own all right, title and interest in and to all of Your Data and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of Your Data.

3.2 You hereby grant to PORTCAST and its sub-contractors a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, sub-licensable right to access, store and use Your Data to provide and maintain the Services and improve the security, performance and functionality of the PORTCAST Platform. You undertake, represent, warrant that you have the necessary rights and permissions to grant this licence and to Post Your Data using the PORTCAST Platform.

3.3 You shall indemnify PORTCAST and its affiliates and its and their respective directors, officers, contractors, employees and agents and keep all of the foregoing fully and effectively indemnified against any claim of alleged or actual infringement of any Intellectual Property Rights or any other rights owned by a third party, or any breach of Applicable Law, in each case arising out of or in connection with (i) you Posting Your Data; or (ii) to the extent resulting from you Posting Your Data, you or Your Users using the PORTCAST Platform or the Services or PORTCAST or its sub-contractors operating the PORTCAST Platform or providing the Services.

3.4 PORTCAST shall delete Your Data from the PORTCAST Platform upon expiry or termination of the Agreement or the relevant Services and upon your written request within 180 days, except to the extent that: (i) Your Data forms part of a blockchain transaction on the PORTCAST Platform; or (ii) PORTCAST retains Your Data in accordance with Applicable Law or PORTCAST's retention policies (including in system backups).

3.5 You agree not to Post using the PORTCAST Platform: (i) any viruses, trojan horses or other malware; or (ii) any information or data that is in any way illegal, offensive, abusive, violent or incites hatred or violence, defamatory, discriminatory, deceptive or otherwise inappropriate or that infringes or makes unauthorised use of any rights of a third party or breaches the privacy of any individual.

3.6 PORTCAST may, from time to time, disclose or delete Your Data to comply with lawful requests from a court of competent jurisdiction or relevant governmental authority.

4. TERM AND TERMINATION

4.1 The relevant Service Form(s) shall set out the commencement and end dates (including any applicable renewal periods) for PORTCAST's provision of the Services to you.

4.2 PORTCAST may terminate the Agreement in whole or in part immediately on notice to you if you are in material breach of the Agreement and such material breach, if capable of remedy, has not been remedied to PORTCAST's reasonable satisfaction within 20 Business Days of you receiving notice from PORTCAST to remedy the breach. Non-payment of any amount due and payable under the Agreement by you shall constitute a material breach.

4.3 You may terminate the Agreement in whole (but not in part) immediately on notice to PORTCAST if PORTCAST is in material breach of the Agreement and such material breach has not, if capable of remedy, been remedied by PORTCAST within 20 Business Days of being notified of the breach by you.

4.4 PORTCAST may (except to the extent prohibited by Applicable Law) terminate the Agreement in whole or in part immediately on notice to you if you experience an Insolvency Event.

4.5 You may terminate the Agreement on 20 Business Days' notice to PORTCAST if the continued receipt of the Service has, or is reasonably likely to have, a material adverse impact on you arising due to a change in Applicable Law or any modifications to the Services by PORTCAST, provided that you agree to pay all outstanding charges due to be paid by you under the applicable Service Form(s) for the remainder of the term and any charges already paid by you shall not be refunded.

4.6 PORTCAST may, at any time, elect to discontinue or cease operating the PORTCAST Platform or any part thereof, in which case PORTCAST may, by providing not less than 30 days' notice to you, terminate the relevant Service(s), provided that PORTCAST shall refund to you any charges you have pre-paid in respect of such Service(s) for the period following the date of such termination.

4.7 On termination of the Agreement or of a particular Service, (i) your licence to access and use the relevant Service(s) pursuant to paragraph 1.3 shall terminate immediately; (ii) you must immediately cease to access and use the relevant Service(s); (iii) save as otherwise expressly stated in the Agreement, you must pay any outstanding amounts due to PORTCAST under the Agreement; and (iv) you may for a period of 20 Business Days following such termination request a copy of Your Data Posted on the PORTCAST Platform in relation to the relevant Service(s) and PORTCAST shall use reasonable endeavours to provide such copy of Your Data to you using a means to be agreed between you and PORTCAST. Termination of the Agreement shall not affect any rights, liabilities or remedies arising under the Agreement prior to such termination.

5. INTELLECTUAL PROPERTY

5.1 Save as expressly set out in the Agreement, nothing in these Terms shall be construed as transferring any ownership to, or granting any licence or other rights in favour of, you in respect of any Intellectual Property Rights owned by or licensed to PORTCAST.

5.2 PORTCAST shall indemnify you and keep you fully and effectively indemnified against any claim of alleged or actual infringement of any Intellectual Property Rights owned by a third party arising out of or in connection with your use of the Services in accordance with the Agreement, provided that you shall: (i) give PORTCAST prompt notice of any such claims of which you become aware; (ii) not make any admissions or take any other action which might be prejudicial to PORTCAST without PORTCAST's prior written agreement; (iii) give to PORTCAST full conduct and control of any proceedings which may ensue and of any settlement of any such claim; and (iv) provide all reasonable assistance to PORTCAST in connection with any such claim.

5.3 PORTCAST shall have no liability under the indemnity in 5.2 above if the infringement or alleged infringement arises (in whole or in part) from the use of Your Data on the Services, any modification of the Services made other than by or on behalf of PORTCAST, any non-compliance by you or Your Users with the Agreement or acts or omissions of PORTCAST undertaken in compliance with your specifications or instructions.

5.4 PORTCAST may collect ideas, concepts, or techniques for new services or products from your use of the Services and Your Data provided on the PORTCAST Applications. You acknowledge and agree that (i) such ideas, concepts or techniques are not confidential or proprietary to you or anyone else; and (ii) PORTCAST shall have the right to use, display, publish, distribute and exploit any such ideas, concepts or techniques in any

manner it chooses (without any payment or attribution to you or anyone else).

5.5 You shall treat all information relating to PORTCAST and your receipt of the Services (including, without limitation, the Agreement) as confidential and may not disclose any such information to any person except as strictly required by Applicable Law or to Your Users: (i) solely to the extent necessary to receive the Services; and (ii) provided that Your Users are under a duty to keep such information confidential.

6. WARRANTIES

6.1 You undertake, represent and warrant that: (i) you have the requisite capacity, power and authority to enter into the Agreement; (ii) you are entering into the Agreement on your own behalf and not as an agent for an undisclosed principal; and (iii) you shall only use the Services for your business purposes only and in accordance with the Agreement at all times.

6.2 Except as expressly set out in the Agreement, PORTCAST expressly excludes all representations and warranties (express or implied) in respect of the Services and otherwise in connection with the Agreement. In particular, PORTCAST does not represent or warrant that: (i) the Services will be fit for a particular purpose or will be uninterrupted or free from defects, error or unauthorised third party access or disruption; (ii) any defects which affect the Services will be remedied; (iii) data will be Posted on the PORTCAST Platform or otherwise made available in connection with the Services in a timely manner; and (iv) data Posted on the PORTCAST Platform or otherwise made available in connection with the Services by PORTCAST or any third party is reliable, accurate, complete, of good quality or complies with Applicable Law.

6.3 You are responsible for ensuring the Services are fit for your purposes and that all use by you and Your Users of the Services will comply with all Applicable Law.

7. LIMITATION OF LIABILITY

7.1 Nothing in the Agreement shall exclude or limit the liability of either party for: (i) death or personal injury resulting from the negligence of that party, its affiliates and/or their directors, officers, employees, contractors or agents; (ii) fraud and/or fraudulent misrepresentation by that party, its affiliates and/or their directors, officers, employees, contractors or agents; and (iii) any other losses to the extent they are not capable of being excluded or limited by Applicable Law.

7.2 Subject to paragraph 7.1 above, PORTCAST, its affiliates and its and their directors, officers, employees, contractors and agents shall not be liable to you, whether in contract or in tort (including negligence), for misrepresentation, breach of any duty (including strict liability) or otherwise for: (i) any indirect or consequential loss or damage; (ii) any loss of profits, revenue, sales, business, agreements or contracts, anticipated savings, loss of or damage to goodwill, or loss or corruption of data (in each case, whether direct or indirect); or (iii) any loss (whether direct or indirect) arising as a result of any cyber security incident or other unauthorised access or use affecting the Services which was not avoided despite PORTCAST implementing reasonable information technology security measures.

7.3 Subject to paragraph 7.1 above, the maximum aggregate liability of PORTCAST, its affiliates and its and their directors, officers, employees, contractors and agents arising under or in connection with the Agreement, whether in contract or tort (including negligence), for misrepresentation, breach of any duty (including strict liability) or otherwise, in respect of all events occurring in any Contract Year shall be limited to the fees, charges, costs and expenses paid by you to PORTCAST pursuant to the Agreement during such Contract Year.

7.4 You acknowledge and agree that, to extent any claim arises under or in connection with the Agreement, you must bring such claim within one year of the events giving rise to the claim arising.

8. COMPLIANCE WITH APPLICABLE LAW

You shall comply with, and ensure that all of Your Users comply with, all Applicable Law in performing your obligations and exercising your rights under the Agreement, including without limitation, in respect of anti-bribery, anti-corruption, data protection and privacy, export control and sanctions.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1 You may not assign, novate or otherwise transfer or dispose of any or all of your rights and obligations under the Agreement without the prior written consent of PORTCAST.

9.2 PORTCAST may: (i) assign, by notice to you, any or all of its rights under the Agreement; (ii) novate, by notice to you, the whole of the Agreement to member of PORTCAST's corporate group or to any purchaser of a substantial part of the business of PORTCAST (and you shall enter into such documentation as PORTCAST may reasonably require for the purpose of effecting such novation); and/or (iii) sub-contract or delegate the performance of any of its obligations under the Agreement. PORTCAST shall be liable to you in respect of all acts or omissions of any sub-contractor for and to the extent to which, if such acts or omissions were of PORTCAST, PORTCAST would be liable to you pursuant to the Agreement.

10. NOTICES

10.1 A notice under the Agreement shall only be effective if it is in writing and in English. Email (but not any other form of electronic communication) shall be permitted for the giving of a notice.

10.2 Any such notice sent to PORTCAST shall be sent to: 1 Kallang Junction, Level 6 Vanguard Campus, Singapore 339263 (for the attention of: Customer Services), alerts@portcast.io

10.3 Any such notice sent to you shall be sent to the address provided by you on the Service Contract.

10.4 Notice sent by email shall be deemed served at the time the email is sent, unless the sending party is notified that the email address is invalid. Notice sent by courier or delivered by hand shall be deemed served at the time of delivery. Notice sent by post shall be deemed served 3 Business Days after posting if via national post or 10 Business Days after posting if via international airmail.

11. FORCE MAJEURE AND DEPENDENCIES

11.1 Neither party shall be liable to the other party for any delay or failure to perform any obligations under the Agreement (other than an obligation to pay an amount of money) to the extent that any such delay or failure is due to any circumstances beyond the first party's reasonable control (including, but not limited to, any act of god, fire, flood, earthquake, exceptionally extreme weather conditions, epidemic, pandemic, explosion, aircraft crashes or things falling from aircraft, nuclear incident, chemical or biological contamination, structural shift or subsidence, war or civil war (whether declared or undeclared) or armed conflict, invasion or acts of foreign enemies, blockades, embargoes, hostilities, acts of civil military authority or acts of terrorism, riot, insurrection, public demonstration, sabotage, acts of vandalism, civil unrest, commotion or rebellion, and/or any strike, lock-out or other industrial trade dispute or action (but not including strikes, industrial action and other similar action involving the affected Party's (or its subcontractor's) workforce)).

11.2 PORTCAST shall have no liability arising out of or in connection with the Agreement to the extent that any delay or failure to perform any obligations under the Agreement is caused in whole or in part by any delay or failure by you to promptly and completely fulfil any Dependency.

12. WAIVER AND SEVERABILITY

12.1 No delay or omission by PORTCAST in exercising any right, power or remedy provided by law or under the Agreement shall affect that right, power or remedy, operate as a waiver of it or operate as an affirmation of the Agreement. The single or partial exercise of any right, power or remedy provided by law or under the Agreement shall not preclude any other or further exercise of it or the exercise of any other right, remedy of power. The rights, powers and remedies provided in the Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

12.2 If any provision, or any part thereof, of the Agreement is or shall be declared or become enforceable, invalid or illegal for any reason whatsoever, the rest of the Agreement shall remain in full force and effect.

13. ENTIRE AGREEMENT AND VARIATION

13.1 The Agreement constitutes the entire and only agreement between you and PORTCAST relating to its subject matter and supersedes and excludes all prior agreements and understandings between you and PORTCAST.

13.2 Except in the case of fraudulent misrepresentation: (i) each party acknowledges that in entering into the Agreement it is not relying upon any pre contractual statement which is not set out in the Agreement; and (ii) no party shall have any right of action against any other party arising out of or in connection with any pre-contractual

statement except to the extent that it is repeated in the Agreement.

13.3 Save as otherwise provided in the Agreement, the provisions of the Agreement may not be varied except in writing and signed by an authorised representative of you and PORTCAST.

13.4 PORTCAST may, in its sole discretion, on 20 Business Days' notice, modify the Agreement (including any fees for use of any of the Services) by notice to you or by publishing the amended terms and conditions on the PORTCAST Website which shall constitute sufficient notice for the purposes of the Agreement. The amended Agreement shall become effective on the date stated. You may object to the amended Agreement by notifying PORTCAST prior to the amendment becoming effective. If you notify PORTCAST of your objection to the amended Agreement, PORTCAST shall, at its sole discretion, either: (i) continue to provide the Services to you on the current, unamended terms; or (ii) reject your objection. If PORTCAST rejects your objection, PORTCAST shall notify you of such rejection. Within 20 Business Days after receiving PORTCAST's notice of rejection, you may then elect to terminate the Agreement (including, for the avoidance of doubt, your receipt of the Services), in which case the Agreement shall terminate and PORTCAST shall refund to you any charges already paid by you to the extent that they relate wholly to Services not received at the date of termination. You acknowledge and agree that your continued use of the Services on or after the date on which the amended Agreement is stated to become effective shall constitute acceptance of the amended Agreement.

14. NO PARTNERSHIP

Unless otherwise agreed in writing, you and PORTCAST are independent contractors. Nothing in the Agreement and no action taken by you or PORTCAST under the Agreement shall constitute a partnership, association, joint venture or other co-operative entity between you and PORTCAST.

15. NO THIRD PARTY RIGHTS

Except where expressly provided in the Agreement, the parties do not intend that any term of the Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act or otherwise, by any person who is not a party to the Agreement. The parties may amend the terms of the Agreement (including to remove any third party rights) without the consent of any third party having rights under the Agreement.

16. GOVERNING LAW AND JURISDICTION

16.1 The Agreement shall be governed by and shall be construed in accordance with the laws of Singapore. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods in its entirety.

16.2 Any matter, claim or dispute arising out of or in connection with the Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the courts of Singapore.

17. DEFINITIONS AND INTERPRETATION

"Applicable Law" means all laws, statutes, regulations, rules, ordinances, edicts, bye-laws, mandatory codes of conduct and mandatory guidelines, whether local, national, international or otherwise, enacted, adopted, issued or promulgated by any governmental authority and/or common law or otherwise and that, in each case, are applicable to the parties in the performance of the Agreement;

"Business Day" means a day other than a Saturday, Sunday or public holiday in Singapore, when banks in Singapore are open for business;

"Contract Year" means any period of 12 months commencing on the date you first start receiving Services under the Agreement or an anniversary thereof;

"Dependency" means any of your obligations under the Agreement and any action necessary to be carried out by you in order for PORTCAST to provide the Services to you, including, but not limited to, any actions set out in the relevant Service Form(s);

"Insolvency Event" means, in relation to a company: (i) any step is taken with a view to that company's winding-up, dissolution or re-organisation (other than for the purpose of a solvent liquidation or re-organisation); (ii) any step is taken with a view to the appointment of an administrator, liquidator (other than in respect of a

solvent liquidation), receiver, administrative receiver or manager in relation to that company or any of its assets; (iii) the holder of any security interest in relation to any of that company's assets takes any step to enforce that security; (iv) that company is or is deemed to be unable to pay its debts as they fall due, admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; (v) the value of that company's assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities; (vi) any step is taken by that company in relation to a composition, compromise, assignment or arrangement with any of its creditors; or (vii) anything analogous to any of the foregoing circumstances occurs in relation to that company in any jurisdiction;

"Intellectual Property Rights" means patents, trade marks, rights in designs, copyrights (including rights in software) and database rights and topography rights (whether or not any of these is registered and including applications for registration of any such thing), domain names and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

"PORTCAST" means PORTCAST PRIVATE LIMITED, a company incorporated under the laws of Singapore;

"Post" means, with respect to any data, the act of uploading, downloading, posting, exchanging, transmitting, transferring, generating, communicating or including, whether via the PORTCAST Platform or any application, email, application programming interface, electronic data interchange, short messaging, or any other interface or means, electronic and non-electronic, and **"Posted"** shall be construed accordingly;

"Service Form" means the service form setting out the Services to be provided to you by PORTCAST under the Agreement and, if applicable, any Dependencies;

"Services" means the provision of access to the PORTCAST Platform, or any part thereof, or the provision of Software Development Services, as more specifically described in the applicable Service Form(s);

"Software Development Services" means any software development services agreed to be provided by PORTCAST to you pursuant to the relevant Service Form(s);

"Special Terms" means any special terms and conditions agreed between you and PORTCAST in writing in or attached to an Service Form;

"you" means the person(s), firm, business or company submitting an Service Form to order the Services, and **"your"** shall be construed accordingly;

"Your Data" means any data Posted by, or on behalf of, you (including by Your Users) on the PORTCAST Platform; and

"Your Users" has meaning given to it in paragraph 1.5 above.