FIL PURCHASE ORDER – TERMS AND CONDITIONS ("PO Terms")

Note: "Supplier" and "Purchaser" shall have the meanings ascribed to these terms in the purchase order ("**PO**"). Affiliate shall mean any company, corporation or partnership that (i) Purchaser now or hereafter controls, (ii) controls the Purchaser, or (iii) is under common control with the Purchaser. The term "control" means (i) ownership, directly or indirectly through one or more intermediaries, of at least forty (40) percent of the voting shares of an entity, or (ii) the power to cause, directly or indirectly through one or more intermediaries, the direction of the management of an entity, whether through ownership of voting shares, by contract or otherwise. For the avoidance of doubt, Affiliates shall include Eight Roads Holdings Limited and its Affiliates.

Purchaser and Supplier shall be singly referred to as the "**Party**" or jointly as the "**Parties**". Unless a written agreement is signed between the Parties, the supply of any goods and/or services under the PO shall be governed by the Order (as defined hereinafter).

1. Acceptance and Contract formation: The issuance of the PO together with these PO Terms, including any terms on the website- (the "**Order**") by the Parties constitutes Purchaser's complete offer and Supplier's complete acceptance of the Order and the Supplier doing any act consistent with fulfilling the Purchase Order and shall signify Supplier's acceptance of all the terms and conditions set forth in the Order. In case the Supplier does not have access to the website, the Supplier can request a copy of such terms and conditions from the Purchaser. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with the terms of these Order. Any variation or additions or amendment to the Order including the price stated in the PO ("**Purchase Price**") shall not be binding upon any Party unless expressly agreed to in writing signed by Purchaser.
2. Payment: The Purchase Price shall remain fixed during the term of the Order. Supplier must render an invoice for each shipment / goods delivered / services performed under this Order as per the terms specified on the PO. Unless otherwise agreed in writing, no advance payment will be made by the Purchaser. An invoice shall be raised by the Supplier only after delivery of goods/ performance of the services. The invoice must be delivered to the Purchaser's billing address or as indicated by Purchaser. Purchase Price is inclusive of all taxes (except as given in Clause 4 below), duties, charges, insurance, delivery, packing, unloading/ and installation charges where applicable.
   Unless disputed by the Purchaser, the invoice shall be paid within 60 days following the later of:
   (a) date of Purchaser's communication regarding acceptance of the goods/services.
   (b) date of receipt of Supplier's valid invoice. Unless stated otherwise, Payment will be in the currency of the country from the PO has been issued.
   An invoice is correctly rendered if it is a valid tax invoice and it is complete, contains Supplier's bank account details, for the amount which has been calculated in accordance with Purchase Price and, where necessary, accompanied by documentation substantiating the amount claimed, and is sent to the address for delivery of invoices shown in the PO.
3. Discounts. In connection with any discount offered for prompt payment, time for earning the discount will be computed from the date the correct invoice is received at the office specified by Purchaser. For the purpose of earning any such discount, payment will be deemed to be made on the date it is hand delivered to Supplier or placed in the mail by Purchaser or if paid online, the date on which payment instructions are given to the bank.
4. Taxes. The Purchase Price is exclusive of sales tax, VAT, goods and service tax, consumption tax or any other similar applicable tax and such taxes if only so stated in the invoice shall be paid by the Purchaser as per the rates specified by the applicable authorities. Supplier shall deposit such taxes to the authorities in a timely manner prior to imposition of any interest or penalty and indemnify Purchaser against any claims, demands, interest, damages, losses, penalties and fines (including cost and expenses) arising out of or due to Supplier's failure to deposit such taxes correctly and/or in a timely manner. In no event will Purchaser be responsible for any taxes based on Supplier's net income or gross receipts, or other such taxes based on Supplier doing business in any particular jurisdiction.
5. Delivery - Goods & Services. Where goods are to be delivered under the PO, delivery shall be made at the delivery address shown on the PO, unless otherwise specified thereon. Risk of loss shall not pass to Purchaser until goods have been accepted by Purchaser through its authorized representative. Deliveries are to be made at the date and times specified in the PO. Time is of the essence for all deliveries. Deliveries are to be made in the quantities so specified on the PO. All items delivered shall be appropriately packed so as to be protected against hazards of shipment, loading or unloading, storage and exposure. Shipment advice note should be sent to the delivery address on the same date as goods are dispatched. Supplier will include with each delivery of goods a packing list identifying the PO number, a description and the quantity of each of the goods, and the date of shipment. Upon delivery, Supplier will submit a delivery note for receipt of delivery to be issued to Purchaser. The Supplier shall ensure that it has obtained and has maintained and shall maintain all valid licenses/approvals or other permissions required under the applicable laws in relation to the Goods and/or Services to be provided under this Order.
6. Where services are to be delivered under the PO, the services shall be performed: at the location and in the manner specified by the Purchaser, and professionally by Supplier's experienced and qualified staff, and in a manner that the Supplier's performance or Purchaser's use of the services do not infringe Intellectual Property Rights of any third person. Where third party materials are being used to deliver the Services or incorporate such material into the deliverables provided with the Services, the Supplier must ensure that it has the necessary rights to such use materials or deliver that to the Purchaser. Whenever Supplier's staff is present at Purchaser's premises for performance of the services, the Supplier must and also ensure its personnel comply with the onsite policies of the Purchaser which are generally applicable to all similar third party staff. If Supplier's staff is required access to Purchaser's network or confidential information or access to Purchaser's premises then such staff may be subject to Purchaser's background vetting and/or confidentiality polices. Any exception to compliance with Purchaser's policies must be approved in writing by the Purchaser.
7. Inspection. All goods and services, including, but not limited to, material, deliverables and workmanship shall be subject to inspection and acceptance tests by or on behalf of Purchaser. After the goods are unpacked or services rendered and inspected, and in the event that such inspection reveals any damages, nonconformity, error, shortage or deficiency in the goods supplied or services rendered, Purchaser shall promptly notify Supplier specifying all claimed damages, errors, shortages, nonconformities or deficiencies in the goods supplied or services rendered. Supplier shall at its own cost and expense immediately take such steps as may be necessary to replace the goods or re-supply the non-confirming services to the reasonable satisfaction of. Supplier shall immediately, at its own cost, remedy such damages, errors, shortages, nonconformities or deficiencies. Purchaser shall not be liable to pay for such defective or nonconforming goods and/or services. Purchaser shall be entitled to return any defective or nonconforming goods to Supplier, at Supplier's expense, or if requested by Supplier may at Supplier's cost and expense dispose of such goods and demand re-supply of the goods or services at no additional charge to the Purchaser or seek refund of any amount paid in advance. Payment without the opportunity for inspection does not constitute acceptance. Failure of Purchaser to inspect any goods or services shall not relieve Supplier of its obligations to comply with the terms and conditions set forth in this Order. Replaced goods or services shall be subject to inspection in accordance with this clause. This clause is without prejudice to any other rights of the Purchaser under the Order, under any other warranty issued by the Supplier or at law or in equity.
8. Damage or Loss in Transit. The Supplier assumes risk of loss of any goods until the same have delivered to the Purchaser as per Purchaser's instructions. The Purchaser shall notify the Supplier of goods damaged or lost in transit within such time as may reasonably enable the

Supplier to comply with the carrier's conditions of a carriage as affecting loss or damage in transit, or where delivery is made by the Supplier's own transport, within a reasonable time. The Supplier shall replace free of cost any defective or damaged goods or resupply the goods lost in transit.

9. Insurance. The Supplier shall at its own cost insure the goods shipped for delivery to or those sent by the Purchaser to the Supplier or its authorised representative for any purpose in connection with the Order against any damage or loss which may occur to it whilst in transit or in the Supplier's custody or the custody of the Supplier's authorised representatives or a carrier. Supplier must also ensure that it has sufficient insurance policies in place to covers its liability under this Order (e.g. professional indemnity, general liability insurance).
10. Warranties. Supplier represents and warrants that: (a) it is legally competent and has necessary resources, permissions, capabilities (material and financial) to perform its obligations under the Order; (b) it shall ensure compliance with all applicable local, international, country, federal or state or local laws, ordinances, regulations or codes (including without limitation anti-bribery, taxation, data protection laws, occupational health and safety, anti-slavery); (c) no claim, lien, or action exists or is threatened against Supplier that would interfere with Purchaser's rights under this Order or Supplier's ability to perform its obligations under this Order; (d) all goods, including all components thereof delivered under this Order, will be free from defects in design, material and workmanship, in conformity to applicable specifications and suitable for the intended purpose and remain defect free; (e) title to goods shall be delivered free and clear of all claims, liens, charges, encumbrances or security interests upon delivery of such goods and use of goods and/or performance of services shall not result in any claim against Purchaser of infringement of any patent, copyright, trademark, trade secret or other proprietary right of third parties; (f) goods to be delivered are new and do not contain used or reconditioned parts unless Purchaser agrees otherwise in writing; (g) any services provided under this Order shall be performed in a professional manner by Supplier's qualified staff with due care, skill and diligence; and (h) it shall remain responsible for payment of salaries, pension contribution, insurance or other social security benefits to its employees, staff, workers, consultants or contractors engaged or deployed for the performance of this Order. In addition to any other rights and remedies Purchaser may be entitled to for any breach of the foregoing warranties, Supplier shall at its own cost and expense, promptly make all adjustments, repairs and replacements necessary to correct any defects. Unless otherwise agreed or specified in the Order, Supplier warrants that the goods supplied shall remain defect free for a period of one (1) year from acceptance thereof by Purchaser. During this warranty period, Supplier shall promptly and without additional charge repair or replace the goods or any part thereof which fails to function in accordance with Supplier's specifications.
11. Indemnities. Supplier shall defend, indemnify and hold Purchaser its Affiliates and their respective employee, officers, directors, agents, contractors, customers harmless from any suit, claim (actual or threatened) or proceeding brought against Purchaser or any damages, cost, penalties, expenses (including reasonable attorney fee) paid or incurred in connection with or arising out of any claim (a) alleging that Purchaser's use of any goods purchased or performance of the services (and including use of the deliverables) under this Order constitutes an infringement or other violation of any patent, trademark, trade name, trade secret, copyright or other proprietary right ("Infringement"); (b) breach of any representation or warranty; (c) breach of any applicable laws; or ; (d) any act of gross negligence, willful misconduct by the Supplier's staff, agents, employees, Affiliates or subcontractors as it relates to the services, to the goods or the delivery or installation thereof under this Order; (e) breach of confidentiality and /or data protection obligations. In the event an injunction is sought against Purchaser's use of any goods as a result of any third party infringement claim, Supplier shall either procure for Purchaser the right to continue using the goods or replace or modify the goods so that they are no longer subject to a claim of Infringement, provided such replacement goods shall substantially meet or exceed the specifications of the original goods, as determined by Purchaser.
12. Neither Party shall be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform hereunder including, but not limited to, loss of anticipated profits or benefits, unless the Supplier has been advised by the Purchaser of the possibility of such damages. Nothing in this Order shall limit or otherwise exclude either Party's liability for death or personal injury resulting from negligent act or omission of the other party or claims related to fraud or fraudulent misrepresentation. Purchaser's liability to Supplier for direct damages shall not exceed the total amount paid or payable by Purchaser under this Order. The foregoing exclusions of and limitations on liability shall not apply to: (i) amounts payable in respect of indemnification claims; (ii) damages arising from or related to: (a) breaches of the Confidentiality, Data Protection section of this Order; (b) misappropriation of Purchaser's property; or (c) Supplier's willful misconduct or gross negligence; or (iii) the cost of procurement of substitute Goods and/ or Services and/ or work products in the event that Supplier fails to provide the Goods and/ or Services and/ or work products specified in this Order or Statement of Work.
13. Excusable Delays. Neither Party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control (including without limitation act of God or any other events such as war, whether declared or not, riot, insurrection, civil commotion, strike, fire, earthquake, flood explosion, government order etc.) and without its fault or negligence. The party claiming such excusable delay condition shall notify the other party as promptly as possible after such party becomes aware of the occurrence of such excusable delay condition. Notwithstanding the foregoing, Purchaser shall have the right, at its option, without any liability to Supplier, to cancel all or part of an Order, by written notice to Supplier, should any portion or portions of this Order be affected by such excusable delay.
14. Changes. Purchaser may at any time, before the shipment of the goods, by signed written change order make changes as to where the goods are to be delivered, or the method of shipment or packing. If any such change causes an increase or decrease in cost or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule or both, and this Order shall be modified in writing accordingly. Any claim by Supplier for such equitable adjustment under this clause must be asserted within twenty (20) days from the date of receipt by Supplier or Purchaser's notification of change hereunder.
15. Personnel. Supplier shall supervise, direct, and control its personnel, including those assigned to provide Services to Purchaser, and shall treat such personnel as employees, including paying all compensation, contributing to unemployment and securing and maintaining adequate workers' compensation in accordance with the applicable law, and any other legally-required and/or discretionary benefits and compensation. Supplier represents that it has met Supplier's and its personnel's employment eligibility and record keeping requirements.
16. Data Protection: In the event Supplier has access to personal data as part of this engagement then the Supplier shall enter into a separate Data Protection Addendum with the Purchaser, in the form and manner acceptable to the Purchaser before having such access to such personal data.
17. Confidentiality. Supplier will preserve as confidential all information related to the business of Purchaser and its Affiliates and its or their customers that may be disclosed or otherwise obtained from any source as a result of this Order. Supplier will not disclose to any third party or use for its benefit any information including without limitation pricing, methods, processes, financial data, personal data, lists, apparatus, statistics, programs, research, development, trade secrets, technical details, hardware, software, screens, specifications, designs, drawings, intellectual property or related information of Purchaser or any Affiliates, or its or their customers or third party licensors concerning past, present or future business activities of said entities. Supplier further agrees to maintain and cause its employees, agents and subcontractors to maintain the existence of this Order and the nature of its obligations hereunder strictly confidential and not to disclose any of the foregoing confidential information to any third party. Any data, information or materials furnished by or on behalf of Purchaser in connection with this Order shall be returned to Purchaser upon its request or termination / expiry of the Order.
18. Termination. Purchaser may by written notice to the Supplier and without liability terminate this Order at any time with immediate effect if Supplier fails to perform or comply with the terms of this Order or the Supplier is subject to insolvency or any related arrangement. Purchaser may also

terminate this Order without any cause by providing 30 days' notice. The rights and remedies of Purchaser provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies available at law or in equity. If this Order is terminated in whole or in part by Purchaser without cause, Supplier shall be compensated proportionately to the extent that items have been accepted by Purchaser or services rendered prior to the effective date of termination less any deductions or set-off. Upon termination Purchaser shall have no further liability whatsoever, and Supplier will provide Purchaser with reasonable termination assistance.

19. Assignment and Subcontracting. Supplier shall not assign this Order or any interest herein or otherwise subcontract its obligations without Purchaser's prior written consent. Any unauthorized assignment will be void. However, Purchaser may assign this Order or any rights acquired hereunder to any of its Affiliates upon notice to Supplier. After any assignment to an Affiliate, Supplier agrees that it shall only look to the Affiliate and not the Purchaser for any duties, obligations, liabilities or payments, which have been assigned.
20. Supplier shall be fully responsible for all acts and omissions of its subcontractors and consultants (even if approved by the Purchaser). Nothing in this order shall be construed to create any contractual relationship between Purchaser and any of Supplier's subcontractor or consultant. Purchase shall not have any obligation to pay or to see to the payment of any money due by the Supplier to any subcontractor or consultant, except as may otherwise be required by law. Written approval of any subcontractor by Purchaser shall not constitute a waiver of any rights of Purchaser to reject goods or services, which are not in conformance with any of the specifications of this Order.
21. Publicity. Supplier is not authorised to solicit Purchaser, or Purchaser's Affiliates, officers, directors, employees or representatives or customers in any manner. Supplier shall not without Purchaser's prior written consent, issue any news release, advertisement, publicity or promotional material regarding this Order (including denial or confirmation thereof). Neither party shall use, and cause their employee(s), agent(s), and/or subcontractor(s) to use the name and/or trademark/logo/trade dress of the other party or any subsidiaries or affiliates, in any sales or marketing publication or advertisement without prior written consent of the other party.
22. Independent Contractor. Supplier is an independent contractor and nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the parties hereto or any of their affiliates or subsidiaries, or to provide either party with any right, power, or authority, whether express or implied to create any duty or obligation on behalf of the other party. This Order is non-exclusive arrangement and Purchaser reserves all rights to procure any and all goods and/or services from any other third party.
23. Rights and Remedies. All rights and remedies conferred under this Order or by law shall be cumulative and may be exercised singularly or concurrently. Failure to exercise any right or remedy shall not be deemed a waiver or release thereof in the event of continuation or repetition of events or circumstance giving rise thereto
24. Governing Law and Jurisdiction. This Order shall be governed by and construed in accordance with the laws of the jurisdiction in which the Purchaser is located. The courts of that jurisdiction shall have exclusive jurisdiction over all disputes or claims arising out of or in connection with this Order.
25. Right to Audit. Purchaser and its regulators reserves the right to audit and review, with reasonable notice to Supplier to have access, review and copy Supplier's books, ledgers, supporting records and documentation and related procedures and controls which pertain to Purchaser's or Affiliates' confidential information, personal information, or any charges paid by Purchaser or any of its Affiliate in connection with this Order.
26. Set-Off. Purchaser shall be entitled at all times to set-off amounts owing at any time from Supplier to Purchaser or its Affiliates against any amount payable by Purchaser. In the event Purchaser elects to pay Supplier's invoices via automated clearing house (commonly known as "ACH"), Supplier shall complete an electronic funds transfer (commonly known as "EFT") authorization form provided by Fidelity, and return it to Purchaser's then-specified address.
27. Anti-Corruption Laws. Supplier shall comply with all applicable anti-bribery and corruption laws and regulations in all relevant jurisdictions that apply to it ("**Anti-Corruption Laws**"). Supplier represents, warrants and undertakes that it: (i) has in place and has implemented anti-bribery and corruption policies and procedures designed to prevent a breach of Anti-Corruption Laws; (ii) shall keep detailed accounting records, and implement reasonable accounting controls; and (iii) shall promptly, on request from the Purchaser, provide written certification of compliance with Anti-Corruption Laws.
28. Compliance with laws. In performing its obligations under this Order, the Supplier shall comply with all applicable laws (including without limitation employment laws, anti-slavery and human trafficking laws, data protection laws, statutes, regulations and codes from time to time in force) not to engage in any activity, practice or conduct that would constitute an offence or breach of any such applicable laws .
29. Complete Agreement. This Order together with all appendices, exhibits, schedules, attachments and addenda attached hereto, is the entire agreement and expresses the complete, exclusive, and final understanding of the parties with regard to the subject matter herein. No term or condition at variance with the Order (including those stated in Supplier's quotation, invoice, website, click through or shrink wrap terms applicable to any software) will be binding on the Purchaser unless expressly accepted in writing and signed by Purchaser's authorized representative. Further, in case the Parties have not entered into an MSA or Framework Agreement, then these PO terms and conditions shall form the entire agreement between Parties and the supply of Services and/ or Goods shall be governed by the terms of this Order.
30. Survival. The provisions of this Order which by their nature would continue to survive expiration or sooner termination of the Order (including without limitation Acceptance, Payments, Warranties, Indemnities and Liabilities, Confidentiality, Data Protection, Compliance with Laws) shall so survive.