

CONTOUR SANDBOX AGREEMENT

Effective Date: _____

BETWEEN:

- (1) **Contour PTE. LTD.** incorporated and registered in Singapore whose registered office is at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632 ("**Contour**"); and
- (2) _____ incorporated and registered in _____ whose registered office is at _____ (the "**Customer**"), each a "**Party**", together the "**Parties**".

WHEREAS:

- (A) Contour has developed a trade finance platform.
- (B) Contour intends to provide hosted access to a sandbox version of the Platform to enable the Customer to conduct Test Transactions for a limited duration.

THE PARTIES AGREE as follows:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:

"**Affiliate**" means any person directly Controlling, Controlled by, or under Common Control with a Party. 1.2

"**Agreement**" means Clauses 1 to 25 (inclusive) and any Schedules attached to the terms and conditions as well as any documents incorporated by reference. 1.3

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in Singapore when banks are generally open for business. 1.4

"**Confidential Information**" of a Party means all information (regardless of the form of disclosure or the medium used to store it) disclosed by the Disclosing Party to the Recipient, including any information the Recipient first becomes aware of through the Recipient's involvement with the Disclosing Party, and in the case of Contour, includes all Contour Data. 1.5

"**Contour Data**" means any of the following: 2.1

- (a) any data and information which is provided by Contour to the Customer in relation to this Agreement;
- (b) any performance or system-related data or records relating to the Services or the Platform that are created by Contour or its subcontractors; or
- (c) any derivatives, compilations and copies of the foregoing in whatever form, including any redacted and/or aggregated versions of the same. 2.2

"**Control**" with respect to the relationship between two or more persons, means the possession, whether directly or indirectly, by equity ownership, contract or otherwise, of the power to direct the management or 2.3

policies of the specified person, and the terms "**Controlling**" "**Controlled by**" and "**under Common Control**" shall be construed accordingly.

"**Intellectual Property Rights**" means all intellectual property rights (including patents, copyrights, trade secrets, rights in circuit layouts, registered designs, database rights, goodwill and trade mark rights), whether registered or not, and including applications for registration thereof, rights in know-how and moral rights.

"**Harmful Code**" means any computer code that is intended or known to be harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data including viruses, worms, spyware, adware, keyloggers, trojans, and any new types of programmed threats that may be classified.

"**Law**" means any law, regulation, statutes, binding court order or judgement, binding industry code, policy or standard or a direction, requirement, rule, order or interpretation given by a regulator, governmental authority, court or any judicial body.

"**Platform**" means a distributed software application for a test blockchain-based trade finance platform. The Platform is accessed via a node which is a dedicated instance of software.

"**Services**" means the hosting and support services provided by Contour to the Customer as described in the Service Schedule.

Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns. 1.4

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. 1.5

The recitals to this Agreement shall have effect and be construed as an integral part of this Agreement.

2. CUSTOMER'S AFFILIATES

Subject to the terms of this Agreement, Contour acknowledges and agrees that Customer: 2.1

- (a) may provide access to and use of the Platform to its Affiliates; and/or
- (b) may procure the Services for the benefit of its Affiliates. 2.2

Where the Customer allows any of its Affiliates to use and access the Platform or receive the benefit of the Services, the Customer shall ensure that those Affiliates comply with all restrictions and terms of use set out in this Agreement, and shall be liable for any failure by any such Affiliate to comply with those restrictions or terms.

In this Agreement, unless the context requires otherwise:

- (a) references to the Customer using the Platform or receiving the Services will include, to the

extent that they are using the Platform or receiving the Services, the Customer's Affiliates;

- (b) references to the Customer providing or receiving an item (including Contour IP or Confidential Information) pursuant to this Agreement will include items provided by or to the Customer's Affiliates; and
- (c) other references to the Customer will include the Customer's Affiliates as otherwise reasonably designated by the Customer.

3. RIGHT TO USE THE PLATFORM

3.1 Contour grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right, to use and access the Platform during the Term for the purpose of testing the Platform.

3.2 The Customer must:

- (a) use the login details provided by Contour to access the Platform; and
- (b) keep its login details and password for the Platform safe and confidential, and not disclose them to any person (other than its employees who are authorised by the Customer to use the Service). If Customer breaches its obligations under this Clause and another person uses Customer's login details or password for the Platform, Customer is responsible and liable for the use that person makes of the Platform with its login details or password, as if that use of the Platform was by the Customer.

4. SUPPLY OF SERVICES AND ACCESS TO PLATFORM

4.1 Contour shall, during the Term, provide the Services to the Customer and permit the Customer to conduct Test Transactions in accordance with the Service Schedule and the terms of this Agreement.

4.2 Contour supplies the Services to the Customer on an "as is, where is" basis, and Contour makes no warranty or representation as to the reliability, availability or performance of the Services or the Platform.

5. CONTOUR'S OBLIGATIONS

5.1 Contour warrants that it has, and will maintain, all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

5.2 Contour:

- (a) shall comply with Laws applicable to it in relation to the supply of Services or access to the Platform under this Agreement; and
- (b) does not warrant that the Customer's use of the Services or access to the Platform will be uninterrupted or error-free or, that the Services, the Contour Data or other information obtained by the Customer through the Services will meet the Customer's requirements.

6. CUSTOMER'S OBLIGATIONS

6.1 The Customer must not:

- (a) copy, reverse-engineer, distribute, translate, modify or tamper with, any part of the Services or the Platform;
- (b) create derivative works of, or from, any part of the Services or the Platform; or
- (c) sell, rent, lease, sub-license, assign, exchange or otherwise transfer its rights under this Agreement or, in relation to the Services or the Platform.

6.2 The Customer must not use the Services or the Platform:

- (a) for any unlawful or dishonest activity or, any activity prohibited by this Agreement;
- (b) to access, transmit, publish or communicate material which:
 - (i) is defamatory, offensive, inflammatory, obscene, indecent, threatening, or otherwise unlawful;
 - (ii) is invasive of a person's privacy;
 - (iii) contains a virus or other harmful code; or
 - (iv) infringes a person's copyright or other rights;
- (c) to obtain, or attempt to obtain, unauthorised access to, or damage, disrupt or interfere with the operation of, any computer, system, application, network or service;
- (d) to transmit, publish or communicate bulk or unsolicited messages; or
- (e) in any way that may bring harm to Contour, its suppliers or other users of the Services.

6.3 The Customer must:

- (a) comply with all Laws applicable to it with respect to receipt of the Services and use of the Platform and its other activities under this Agreement; and
- (b) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner.

7. SUBCONTRACTING

7.1 Any subcontracting by Contour will be subject to the Member's prior written approval, other than:

- (a) Microsoft Azure;
- (b) R3; and
- (c) Corda Network Foundation,

in relation to hosting of the Platform and related services.

7.2 Contour remains responsible for all obligations, services and functions performed by its subcontractors to the same extent as if those obligations, services and functions were performed by itself.

8. **PROPRIETARY RIGHTS**

- 8.1 Nothing in this Agreement will operate to transfer ownership of any Intellectual Property Rights:
- (a) belonging to a Party prior to the Effective Date; or
 - (b) which are independently developed by a Party otherwise than under this Agreement.
- 8.2 The Customer acknowledges and agrees that Contour and its licensors own all Intellectual Property Rights in the Services, the Platform, the Contour Data, and all related documentation contained or included therein ("**Contour IP**").
- 8.3 Any feedback, improvement or modification to any of the Contour IP shall be owned by Contour and the Customer hereby assigns unconditionally and irrevocably, and free and clear of any encumbrance, the Intellectual Property Rights in any such improvements or modifications (including by way of present assignment of future rights) to Contour.
- 8.4 Contour warrants and represents that:
- (a) it has, and will at all relevant times have, full authority to grant any licences granted under this Agreement; and
 - (b) the supply of the Services or use of the Platform will not give rise to any infringement claim from a third party.
- 8.5 Subject to Clause 8.6, Contour shall on demand, defend and indemnify the Customer, its officers, directors and employees ("**Customer Indemnified Parties**") against all loss, liability, cost, expense or damage to the extent arising from any claim from any third party brought against a Customer Indemnified Party alleging that the Services or the use of the Services as contemplated by this Agreement, or the Contour IP or Contour Data, infringes the Intellectual Property Rights of such third party.
- 8.6 If a third party threatens or brings a claim in respect of Clause 8.5, Customer shall promptly notify Contour in writing of the details of the claim and Contour shall, at its own expense, defend the claim and have sole control of the conduct of the defence and settlement of the claim, provided that Customer shall have the right to:
- (a) where appropriate, participate in any defence and settlement at its own cost (and in any event, Contour shall remain in control of the conduct of the defence);
 - (b) review the terms of any settlement and approve any wording which relates to an admission of liability on the part of the Customer; and
 - (c) join Contour as a defendant in legal proceedings arising out of the claim.
- 8.7 In the defence or settlement of any claim under Clause 8.5, and without prejudice to any of the Customer's rights under this Agreement, Contour may in its sole discretion, procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, immediately

terminate this Agreement on written notice to the Customer.

9. **CONFIDENTIALITY**

- 9.1 Each Party ("**Recipient**") agrees to keep confidential, and not to use or disclose, other than as permitted by the Agreement, any Confidential Information of the other Party ("**Disclosing Party**").
- 9.2 The Recipient shall take all steps, and do all things, as may be reasonably necessary, prudent or desirable in order to safeguard the confidentiality of the Confidential Information of the Disclosing Party.
- 9.3 Contour may disclose Confidential Information of the Customer to a subcontractor or any Transaction Participant:
- (a) that needs to know the Confidential Information in order for Contour to perform any of its obligations under this Agreement; and
 - (b) that has entered into an agreement with Contour containing terms protecting the Confidential Information of the Customer which are no less onerous than this clause 9.
- 9.4 The obligations in Clauses 9.1 to 9.3 do not apply to Confidential Information that is:
- (a) required to be disclosed under Law or the rules of any stock exchange upon which the Recipient's securities are listed, provided that the Recipient:
 - (i) discloses the minimum amount of Confidential Information required to satisfy the Law or rules; and
 - (ii) before disclosing any information, provides a reasonable amount of notice to the Disclosing Party (where possible) and exhausts all reasonable steps to maintain such Confidential Information in confidence;
 - (b) in the public domain otherwise than as a result of a breach of this Agreement or another obligation of confidence;
 - (c) created by the Recipient (whether alone or jointly with any person) independently of the Disclosing Party's Confidential Information; or
 - (d) already known by the Recipient independently of its involvement in this Agreement or its interaction with the Disclosing Party and, free of any obligation of confidence.
- 9.5 The Parties acknowledge and agree that the Customer's name may be publicly identifiable to other parties accessing the Platform.
- 9.6 The above provisions of this Clause 9 shall survive termination or expiry of this Agreement.
10. **HARMFUL CODE**
- 10.1 Contour warrants that at the time it supplies the Services and provides access to the Platform, they will not contain any Harmful Code.

- 10.2 Each Party shall use commercially reasonable measures not to introduce Harmful Code into the Platform in the course of performing (or receiving, as applicable) the Services.
- 10.3 In addition to, and without prejudice to, any other rights each Party has under this Agreement, if Harmful Code is introduced into the Platform or a Party's systems:
- (a) by the other Party;
 - (b) as a result of the other Party's negligence; or
 - (c) as a result of the other Party failing to meet any of its obligations under this Clause 10,
- without limitation to any other right or remedy, the other Party must pay the reasonable costs and expenses incurred by the affected Party in connection with the restoration activities and perform all reasonably required actions at no cost to the affected Party.
11. **LIMITATION OF LIABILITY**
- 11.1 Subject to Clause 11.2, except where to do so would contravene any Law or cause any part of this Clause to be void or unenforceable:
- (a) Contour's total aggregate liability to Customer, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement or supply of the Services shall be limited to \$USD 10,000;
 - (b) Each Party shall not be liable whether in tort (including negligence), breach of statutory duty, contract, misrepresentation, restitution or otherwise for any:
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) depletion of goodwill and similar losses;
 - (iv) loss or corruption of data or information;
 - (v) pure economic loss; or
 - (vi) special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with this Agreement; and
 - (c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Law, excluded from this Agreement.
- 11.2 Nothing in this Agreement excludes the liability of either Party, for:
- (a) death or personal injury resulting from the negligence of Contour; or
 - (b) fraud or fraudulent misrepresentation.
12. **TERM AND TERMINATION**
- 12.1 This Agreement shall commence on the Effective Date and expires upon the earlier of:
- (a) the termination of this Agreement by either Party pursuant to Clause 12.3;
 - (b) completion of the Test Period; or
 - (c) thirty (30) days following the Effective Date, (the "**Term**").
- 12.2 During the Term, the Parties shall agree a five day (5) period in which the Customer may conduct Test Transactions (the "**Test Period**").
- 12.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect for convenience, by giving written notice to the other Party.
- 12.4 On termination or expiry of this Agreement for any reason all licences or rights granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and cease accessing the Platform.
13. **FORCE MAJEURE**
- Contour shall have no obligation to perform under this Agreement to the extent it is prevented from or delayed in doing so, by circumstances beyond its reasonable control, provided that the Customer is notified of such an event and its expected duration.
14. **WAIVER**
- No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
15. **RIGHTS AND REMEDIES**
- Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Law.
16. **SEVERANCE**
- 16.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
17. **ENTIRE AGREEMENT**
- 17.1 Subject to Clause 11.2, this Agreement constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
18. **ASSIGNMENT**
- 18.1 Neither Party shall assign, transfer (by way of novation), charge or deal in any other manner with all or any of its rights or obligations (as applicable) under this Agreement, without the prior written consent of the other Party.

19. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other.

20. **PUBLICITY**

Neither Party shall make any press or other release or announcement relating to this Agreement without the prior written approval of the other Party as to the form, content and manner of the announcement or release.

21. **THIRD PARTY RIGHTS**

This Agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. **NOTICES**

22.1 Any notice required to be given under this Agreement shall be in writing and shall be: (i) delivered by hand; or (ii) sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in this Agreement; or (iii) sent by email to the other Party's email address as provided by the other Party.

23. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

24. **DISPUTE RESOLUTION**

24.1 Each Party irrevocably agrees that any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of SIAC (the "**Arbitration Rules**") for the time being in force, which Arbitration Rules are deemed to be incorporated by reference in this Clause.

24.2 The arbitration tribunal ("**Tribunal**") shall consist of three (3) arbitrators. Each Party shall nominate one arbitrator, and the two arbitrators thus appointed shall nominate the third arbitrator who shall be the presiding arbitrator. If within fourteen (14) days of a request from the other Party to do so a Party fails to nominate an arbitrator, or if the two arbitrators fail to nominate the third arbitrator within fourteen days (14) after the appointment of the second arbitrator, the appointment shall be made, upon request of a Party, by the President of the Court of Arbitration of SIAC in accordance with the Arbitration Rules.

24.3 The seat of the arbitration shall be Singapore. The arbitration agreement shall be governed by the laws of England and Wales.

25. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement binding on the Parties hereto.

SERVICE SCHEDULE

Contour will provide to the Customer the following Services on an "*as is, where is*" basis during the Test Period:

- hosted access to a staging node on the Contour Network enabling the Customer to test the functionality of the Platform;
- the ability to conduct non-binding, test digitized letter of credit transactions (each, a "**Test Transaction**") using the Platform, with Contour or other third party users participating in, facilitating, or receiving the benefit of a Test Transaction (each, a "**Transaction Participant**").
- the Parties acknowledge and agree that:
 - all Test Transactions issued by the Customer are for the purpose of testing the Platform only, and are non-binding; and
 - Customer will not be able to issue any 'live', binding letter of credit transactions under this Agreement.
 - all data used in Test Transactions will be de-identified 'dummy' test data.
- identity management:
 - two (2) administrator identities will be provided to allow the Customer to administer the Platform; and
 - the ability for Customer to create additional user identities on the Platform;
- access to Contour's operating documentation for the Platform, available at <http://docs.contour.network>;
- upgrades and modifications to the functionality of the Platform (where applicable); and
- support for the Platform is available between 09:00 – 18:00 SGT hours on Business Days, and can be accessed by contacting Contour at: <http://support.contour.network> and raising a 'staging issue'.

IN WITNESS WHEREOF this Agreement has been executed as follows.

EXECUTED by _____ on _____)
_____)
_____)
_____)

.....
for and on behalf of Contour PTE.)
LTD.)
_____)

EXECUTED by _____ on _____)
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_____)
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.....
for and on behalf of the Customer)
_____)
_____)