

## TERMS OF SERVICE AGREEMENT

This Agreement covers the Client's acquisition and use of the Komorebi Business Intelligence Platform, regardless of its trial or official version.

By accepting this Agreement, the Client agrees to be bound by the terms of this Agreement. If this Agreement is entered into by an individual on behalf of a company or other legal entity, the term "the Client" shall refer to such entity and its affiliates, and it is at the Client's risk if such individual does not have the authority to bind the Client and its affiliates to this Agreement. If the Client does not agree with this Agreement, the Client must not accept this Agreement and may not use the Komorebi Business Intelligence Platform and associated services. In addition, when using the Komorebi Business Intelligence Platform and associated services, the Client shall be subject to any subsequently posted guidelines or rules applicable to the Komorebi Business Intelligence Platform and associated services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into this Agreement.

### WHEREAS:

- Wedidit Solutions is a registered Vietnamese business being the developer and owner of a business intelligence platform named Komorebi which provides a set of a web-based tools that utilizes data collected directly from consumers to trigger competitiveness-building processes for businesses through dashboards of market insights and the ticketing system;
- The Client is a business in compliance with the law of the Client's domicile and is looking for a solution/tool to improve the Client's business quality by connecting the Client with the Client's end-customers; and
- After considering all details of the Komorebi Business Intelligence Platform and associated services that are publicly posted by Wedidit Solutions;

NOW, the Client agrees to acquire and use the Komorebi Business Intelligence Platform and associated service with the terms and conditions as follows:

### ARTICLE 1. TERMINOLOGY

The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:

1. "**Wedidit Solutions**" refers to Wedidit Solutions Company Limited having (i) Enterprise Registration Certificate No.0313399086 issued on August 13, 2015 in Ho Chi Minh City, Vietnam, (ii) head office at No.414/3 Nguyen Thai Son Street, Ward 5, Go Vap District, Ho Chi Minh City, Vietnam and (iii) email: [contact@wediditsolutions.com](mailto:contact@wediditsolutions.com).
2. "**Komorebi**" refers to the Komorebi Business Intelligence Platform by Wedidit Solutions providing a set of a web-based tools that utilizes data collected directly from

consumers to trigger competitiveness-building processes for businesses through dashboards of market insights and the ticketing system.

3. “**Item**” refers to the Client’s own asset
4. “**Content**” refers to videos and images, graphics and all other information and materials shared by the Client with Komorebi to be uploaded, posted or stored in the CMS.
5. “**Tag**” refers to information graphics which are produced by Komorebi and should be attached to the Item, either a sticker, a card, a tag or the image downloaded and incorporated with the Client’s own label.
6. “**CMS**” refers to a Content Management System where the Content is uploaded, posted or stored and that allows the Consumer to access the Content by the Consumer’s mobile device through scanning Tags, accessing a link, or through shared Content by Consumers that can be opened on a mobile device or any browser (including on desktops, laptops, etc.).
7. “**CRM**” refers to various measurements of Consumers' engagement with Content stored on Komorebi and the ability to have a 2-way communication with Consumers. Wedidit Solutions will notify the Client if any changes or additions to the CRM occur.
8. “**Portal**” refers to the web or mobile application which is licensed by Wedidit Solutions for the Client to access Komorebi with restricted access based on the Client’s preferences.
9. “**Consumer**” refers to the person who accesses Content stored on Komorebi via scanning of a Tag, accessing a link, or through Content shared by other Consumers.
10. “**Admin**” refers to a person authorized by the Client as the main contact for the operation of Komorebi, including the addition of Users and setting Permissions.
11. “**User**” refers to each person of the Client granted with Permission to use Komorebi.
12. “**Permissions**” refers to what operations can be performed in Komorebi by an assigned User.
13. “**Subscription**” refers to the availability of Komorebi Business Intelligence Platform to the Client, i.e. the Client’s ability to engage the Consumers via Komorebi and access its services, and the Consumer’s ability to engage content about Items. Subscription is pre-charged on an annually or monthly basis.
14. “**Add-ons**” refers to software functionality and services accessible which can be turned on and off by a permitted User and charged on an annually or monthly pro-rata basis.
15. “**Intellectual Property Rights**” (“**IP Rights**”) refers to all copyrights and related rights, industry property rights over inventions, industrial designs, trade secrets, marks, trade names, utility solutions, and other statutory or common law protections in any and

all countries, including all economic rights and moral rights (except for the moral rights which are not assignable under the law) relating to the protections covering or associated with Komorebi and the Add-ons.

16. “**Force Majeure**” refers to an event which occurs objectively and unpredictably and cannot be overcome though all necessary measures have been applied and all the permitted capabilities have been used, including but not limited to fire, earthquake, landslide, flood, epidemic, natural catastrophe accident, riots, civil disturbance, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply.

## **ARTICLE 2. SERVICE PROVISION**

1. Wedidit Solutions hereby agrees to grant the Client a limited, revocable, non-transferable and non-exclusive license to use Komorebi by providing the following:
  - a. Access to the Komorebi Portal providing a CMS for the creation of Content;
  - b. Access to the Komorebi Portal providing a CRM for the purpose of Consumer behavior measurements and 2-Way communications with Consumers; and
  - c. Tags to be attached to the Items upon the Client’s order. Any order for printing and delivery of Tags may take up to five (05) working days to be handled, unless otherwise stated. Wedidit Solutions is not to be held liable for any Force Majeure in delivery which is out of Wedidit Solutions’ control.
2. The license to use Komorebi shall start on receipt of first payment until expressly cancelled by the Client or Wedidit Solutions as stated herein.

## **ARTICLE 3. FEE AND PAYMENT**

1. The fee for the license to use Komorebi is in compliance with the monthly subscription fee as advertised by Wedidit Solutions on its website. Unless otherwise provided in the subscription fee of Wedidit Solutions from time to time, the fee is exclusive of:
  - a. Any kind of tax levied on the fee or imposed by reason of the performance of this Agreement in compliance with Vietnamese Law;
  - b. Fee for Add-ons, and additional service fees as informed by Wedidit Solutions from time to time; and
  - c. Fee for ordering Tags.
2. Any and all fees and charges (as informed by Wedidit Solutions) payable on a monthly basis provided herein shall be fully paid to Wedidit Solutions through payment methods advertised and accepted by Wedidit Solutions from time to time. The payment of the fee(s) and charge(s) for the first month of the license term shall be fully paid before the

Client is licensed to use Komorebi by Wedidit Solutions; the payment for every following month, unless otherwise notified by the Client, will be automatically billed to the Client through the payment method as same as the first payment that the Client has chosen. It is noted that all payments to Wedidit Solutions are non-refundable even in case Wedidit Solutions receives the notice from the Client of cancelling the use of Komorebi.

3. It is the Client's responsibility to comply with the terms and conditions of the third party entity providing payment services to the Client in compliance with the payment methods advised and accepted by Wedidit Solutions. Wedidit Solutions does not control and is not liable for such third party's services or for any transaction the Client may enter into with the third party. The Client's security when using third party's services is the Client's responsibility. The Client also agrees that Wedidit Solutions may, at any time and in its sole discretion, and without any prior notice to the Client, suspend, disable access to or remove any third party's services due to Wedidit Solutions' security. Wedidit Solutions is not liable to the Client for any such suspension, disabling or removal, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses the Client may experience as a result thereof (except where prohibited by law).

#### **ARTICLE 4. PRIVACY**

1. The privacy of the Client and the Consumers is fundamental and very important to Wedidit Solutions.
2. Wedidit Solutions endeavors to ensure that the Client's personal information will be kept private and will not be disclosed to any third party unless specifically advised by the Client, except for cases where the disclosure is necessary or appropriate to satisfy Wedidit Solutions' legal obligations, to protect Wedidit Solutions or its clients, or to perform this Agreement properly. Wedidit Solutions also reserves the right to use anonymous data that will not disclose any information about the Client.
3. The Consumer information collected shall be owned by the Consumer and Wedidit Solutions cannot disclose any personal or contact information of the Consumers unless (i) the Consumer specifically agrees to allow Wedidit Solutions to do so and (ii) the Privacy Policy for Consumers must be complied with. The Consumers will therefore be asked to specifically give their consent to allow the Client to contact them directly.
4. The Consumers can also ask not to receive communications on a regular basis for the purpose of promotions or season's greetings and Wedidit Solutions must respect the Consumers' request if not otherwise permitted.
5. Please note that Komorebi accumulates anonymous consumer demographic information which will be used to help improve Komorebi and the Client's experience, and for research, including big data processing.
6. As Komorebi uses Google services it adheres to Google Privacy Policy as stimulated at <https://policies.google.com/privacy> and YouTube Terms of Service as stipulated at

<https://www.youtube.com/t/terms>.

## **ARTICLE 5. WEDIDIT SOLUTIONS' RIGHTS AND RESPONSIBILITIES**

1. Wedidit Solutions shall not be held accountable for any damage arising from or related to any misuse of Komorebi by the Client.
2. Wedidit Solutions shall not be responsible for any Content that may be lost or unrecoverable through the Client's use of the services provided by Wedidit Solutions. The Client is encouraged to archive their own Content regularly and frequently.
3. Warranties the Client provides to the Consumers should be followed. Wedidit Solutions will not be liable to any breach of contract between the Client and the Consumers, nor held accountable or responsible for any damage the Client may suffer due to such a breach in trust. The Client should make sure to clearly articulate the Client's policies to the Consumers and fulfill the terms of such policies.
4. Wedidit Solutions reserves the right to terminate this Agreement without compensation and in an immediate manner should any terms of this Agreement be not met or violated by the Client.
5. Undertaking this Agreement shall not preclude Wedidit Solutions from selling, assigning, sublicensing, granting or transferring Komorebi or Add-ons, or any right or IP Rights covering and associated with Komorebi and Add-ons to other clients or third parties.

## **ARTICLE 6. THE CLIENT'S RIGHTS AND RESPONSIBILITIES**

1. Wedidit Solutions hereby grants the Client a limited, revocable, non-transferable and non-exclusive license to use Komorebi to the extent, and only to the extent, necessary to perform this Agreement.
2. The Client has the ability to customize or terminate the right to access the Portal, the CMS, the CRM and other functions of Komorebi of any User; change the information of the Client and the Content, cancel the Subscription by an official email to [billing@komorebi-insight.com](mailto:billing@komorebi-insight.com) and other requests that relate to using Komorebi in compliance with this Agreement.
3. The Client has the ability to send a request to Wedidit Solutions for support concerning any failure in accessing the Portal, the CMS, the CRM and other functions of Komorebi; or the discovery of bugs; or technical problems related to Komorebi to [support@komorebi-insight.com](mailto:support@komorebi-insight.com).
4. The Client has an obligation to provide Komorebi with the Content for the purpose of performing this Agreement.
5. All the Content shared by the Client and present on the CMS, and IP right covering and associated with any Content must be owned and created by the Client, except for logos

depicting membership or certifications granted by industrial organizations such as Fair Trade, ISO, etc. The Client is legally responsible for the accuracy, truthfulness and legality of the Content. Wedidit Solutions may, but has no obligation to, monitor the Content shared and/or presented by the Client. Guidelines are available through the Portal. If the Client has any questions, the Client should contact Wedidit Solutions at [support@komorebi-insight.com](mailto:support@komorebi-insight.com).

6. The Client hereby grants Wedidit Solutions a worldwide, royalty-free, non-exclusive license to host and use the Content, the Client's profile, logo, trademark and other pertinent information in order to perform this Agreement and hereby represent and warrant that the Client has all the rights necessary to grant Wedidit Solutions such license.
7. Globally unique Tags should only be used once each, and should not be photocopied, replicated, or reproduced unless specifically authorized by Wedidit Solutions. The Client has the obligation to comply with the law of the Client's domicile regarding attaching Tags to the Items including obtaining any necessary approval from the competent authorities for using Tags for the Items.
8. The Client commits:
  - (a) To strictly follow Wedidit Solutions' guidelines on operation and use of Komorebi which may be changed from time to time;
  - (b) To take responsibility for any Content that may be lost or unrecoverable through the Client's use of Komorebi;
  - (c) Not to "doctor" (e.g. photoshop) the Client's photos or images included in the Content;
  - (d) Not to use, upload or post any Content that is (i) pornographic, sexually explicit, or violent, (ii) illegal, including, but not limited to, stolen copyrighted Content and Content that infringes or has the potential to infringe on the intellectual property rights of another, (iii) reasonably likely to cause harm, or that could be reasonably considered as slanderous or libelous, or (iv) breaches another's privacy.
  - (e) Not to use Komorebi and/or Add-ons for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or insider trading;
  - (f) Not to use Komorebi and/or Add-ons to impersonate another person or organization;
  - (g) Not to upload, post, transmit or otherwise make available any Content that contains software viruses, worms, Trojan horses or any other computer code, files or programs that interrupt, destroy or limit the functionality of Komorebi and/or Add-ons or that may impact the ability of any Wedidit Solutions' client to access

Komorebi and/or Add-ons;

- (h) Not to attempt to or actually access Komorebi and/or Add-ons by any means other than through the interfaces provided by Wedidit Solutions; and
- (i) To indemnify and hold Wedidit Solutions harmless from and against any and all claims, demands, legal proceedings, judgments, damage, penalties, losses, costs, expenses and liabilities of any kind whatsoever that may be asserted against or imposed upon or incurred by Wedidit Solutions in relation to any misuse of Komorebi or any violation of any above commitments or relevant guidelines or other regulations of Wedidit Solutions.

#### **ARTICLE 7. INTELLECTUAL PROPERTY**

1. The Client acknowledges that Komorebi and Add-ons, and all IP Rights covering and associated with Komorebi and Add-ons are the exclusive property of Wedidit Solutions; the Client has no title and interest hereof at any time prior to, during or after the term of this Agreement.
2. This license to use Komorebi or Add-ons granted to the Client herein does not permit the Client to sell, assign, sublicense, grant, or otherwise attempt to transfer Komorebi or Add-ons, or any right or IP Rights covering and associated with Komorebi and Add-ons.
3. Any use of Komorebi and Add-ons for any purpose other than as specifically permitted herein or without Wedidit Solutions' prior written consent is expressly prohibited. Wedidit Solutions reserves all rights not expressly granted in this Agreement.

#### **ARTICLE 8. LIMITED ACCESS**

1. The Users' access and use of the Portal, the CRM, the CMS and other functions of Komorebi may be interrupted from time to time for any of several reasons, including but not limited to, the malfunction of equipment, periodic updating, maintenance or repair or other actions that Wedidit Solutions, in its sole discretion, may elect to take; or Force Majeure; or any restriction or prohibition on the use of Portal, the CRM, the CMS and other functions of Komorebi by any laws or regulations of any country from where the Users access the Portal, the CRM, the CMS and other functions of Komorebi.
2. Wedidit Solutions may, in its absolute discretion and at any time, suspend/terminate the Users' access to the Portal, the CRM, the CMS and other functions of Komorebi in, but not limited to, the below scenarios:
  - (a) The Client violates any terms of this Agreement, including not paying the annual or monthly fee(s) and charge(s) duly and timely as provided in this Agreement;
  - (b) The Users violate any terms of this Agreement, guidelines or other regulations provided by Wedidit Solutions from time to time and/or any applicable laws and regulations;

- (c) Any restriction or prohibition on the use of Komorebi by any laws or regulations of any country from where the Users access Komorebi;
- (d) Suspicion of fraudulent use of Komorebi; or
- (e) Other errors or events not under control of Wedidit Solutions, including but not limited to the Force Majeure.

## **ARTICLE 9. MISCELLANEOUS**

1. Wedidit Solutions reserves the right to change, amend and/or supplement the terms of this Agreement at any time by informing the Client in any manner, including, but not limited to, through a paper document, its communication channels, the Portal or other means. The Client shall be deemed as having given the Client's consent to such change, amendment, or supplement if the Client continues using the services without any written objection sent to Wedidit Solutions within five (05) working days from the date of notification.
2. The Client confirms that the Client has read carefully, understand and agree with this Agreement and ensure that its Admin, Users and other personnel who may have the right to use Komorebi and Add-ons as assigned by the Client are aware of and have agreed in writing to comply with these Terms and Conditions of this Agreement, guidelines and other regulations provided by Wedidit Solutions from time to time.
3. This Agreement was originally written in English (US). Wedidit Solutions may translate this Agreement into other languages. In the event of a conflict between a translated version and the English version, the English version will prevail.

## **ARTICLE 10. IMPLEMENTATION**

1. This Agreement comes into force on the date the Client accepts this Agreement.
2. This Agreement shall be understood and interpreted according to Vietnamese Law.
3. All headings of the Agreement are only for reference, have no definition, amendment or affect to any terms and conditions of the Agreement. All the terms and parts of the terms of the Agreement shall take effect severally and independently with the other terms. In case any term of the Agreement is found to be void, illegal or impossible to be implemented under Vietnamese Law, the effectiveness, legality and implementation capacity of other terms of the Agreement shall not be affected in any way.
4. No failure to exercise, any delay in exercising, nor any single or partial exercise of any right or remedy hereunder of either the Parties, shall be deemed as a waiver thereof. The rights and remedies herein provided are cumulative and not exclusive of the rights or remedies provided by the law.
5. Any dispute arising out of or in relation to the Agreement shall be resolved by



arbitration at the Vietnam International Arbitration Centre (VIAC) at the Vietnam Chamber of Commerce and Industry (VCCI), Ho Chi Minh City branch, Vietnam in accordance with its Rules of Arbitration.

Last updated: 1 March 2020