

Standard Terms & Conditions For WINK+ Merchants

This set of Terms and Conditions is incorporated by reference into each Merchant Onboarding Form (hereinafter called "MOF") between **STELLAR LIFESTYLE PTE. LTD** (hereinafter called "**Agent**") and **WINK+ Merchant**, (hereinafter called "**Merchant**"), where each shall be referred to as a "**Party**" or collectively as the "**Parties**".

Upon signing of the MOF, Merchant hereby agrees to be bound by the following terms and conditions set out by the Agent:

Whereas:

- (A) The Agent operates and manages the Application, on which Subscribers accumulate Points by scanning Quick Response ("QR") codes displayed around Singapore. Such Points may be redeemed for goods and services by participating merchants.
- (B) The Merchant wishes to be a participating merchant for the redemption of WINK(S) at its retail outlet(s).
- (C) The Parties wish to collaborate upon the terms and conditions set out in this Master Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1 In this Master Agreement unless the context requires otherwise:

- a. "Application" means to the WINK mobile software application which may be downloaded by a Subscriber from platforms as Agent may determine from time to time (such as the Apple App Store and Google Play) and which after installation on a mobile device, may be used to redeem WINK(s) to be credited to Subscribers WINK account.
- b. "Confidential Information" means all information marked as confidential or proprietary or any other information where the circumstances of disclosure indicates that the information so disclosed is confidential or proprietary.
- c. "Consumer Data" means all identifiable information about Purchasers generated or collected by Agent and/or the Merchant, including but not limited to Purchasers' names, shipping addresses, email addresses, phone numbers, Purchaser preferences and tendencies and financial transaction data.
- d. "Deal" Means such WINK redemption(s) with the Merchant.
- e. "Deals Confirmation" Refers to the document agreed to between the Parties where the operating hours and Merchant outlets are set out.
- f. "Force Majeure Event" means events beyond the reasonable control of either Party, and shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or

other catastrophes affecting the availability of materials or labour necessary for the performance of this Master Agreement;

- g. "Points" means points accumulated in the Application by a Subscriber in accordance with Clause 2.1.1.
- h. "Purchaser" means a Subscriber who has purchased one or more Vouchers pursuant on the Website or Application;
- i. "Voucher" means a token, whether in digital or tangible form issued by Agent to the Subscriber from the Website and/or Application, for the purposes of enabling the Subscriber to redeem discounts, products and/or services from the Merchant;
- j. "Website" refers to the website at www.winkwink.sg and any other website(s) which the Agent may introduce from time to time where WINK other relevant content is uploaded and/or published for access and/or consumption by Subscribers;
- k. "WINK" refers to the Agent's loyalty programme which allows Subscribers to redeem Vouchers with WINK(s) accumulated by Subscribers.
- l. "WINK programme" refers to the promotional services provided by the Agent for the Merchant, which are described in Clause 2 below.
- m. "WINK(s)" refers to the credits which are exchanged with Points which can be used to redeem Vouchers.
- n. "Subscriber" refers to the person who has registered an account on the Application and/or the Website in order that he or she may (a) view the availability of WINK(s) and/or Vouchers, and/or (b) convert points to WINK(s) for the redemption of Vouchers.

2. Scope of Services

2.1. The WINK programme is set out as follows:

2.1.1. Earning of Points

Subscribers will be allotted points from their daily commute on SMRT train and bus network. Points can also be earned by Subscribers by their active participation via the scanning of WINK QR codes and/or other methods that the Agent may introduce from time to time.

2.1.2. Conversion of Points to WINK(s)

Subscribers with qualifying number of points will be allowed to convert the points to WINK(s) which can be used to redeem Vouchers. The qualifying number of points for each Voucher shall be determined by the Agent in its sole and absolute discretion. The Agent is at liberty to change the qualifying number of points for each Voucher its sole and absolute discretion from time to time.

All points/ WINK(s)/ Vouchers earned by Subscribers shall remain the property of the Agent. The Agent shall not be held liable for any form of compensation for any disputes arising from inaccurate record keeping or allocation of such points/WINK (s)/ Vouchers.

2.1.3. Redemption of Vouchers

Subscribers with qualifying number of WINK(s) will be allowed to redeem for Vouchers on the Website.

2.1.4. Usage of Vouchers

A Subscriber may use a Voucher in the manner as set out herein below and the Merchant shall honour and accept all Vouchers used and/or presented by Subscribers.

Vouchers can only be used at either:

- a. Online: on the Merchant's online platform in accordance with the Merchant's prevailing terms and conditions of use.
- b. Over the Counter: Participating Merchants' outlets and retail fronts as set out in each Deals Confirmation.
- c. Any other venues as may be introduced by the Agent from time to time.

2.2. The Merchant shall pay the Agent Commission based on the following terms:

- 2.2.1. The Agent shall provide the Merchant with a report setting out the total value of redemptions made by the Subscriber at the Merchant's online platform or Merchant's outlet (the "Redemption Report").
- 2.2.2. The Redemption Report shall be provided to the Merchant fortnightly setting out redemptions made on the 16th day to last day of the previous month and 1st day to 15th day of the month respectively.
- 2.2.3. The Commission due to the Agent is subject to Goods and Services Tax at the prevailing rate at the material time.
- 2.2.4. For the avoidance of doubt, all fraudulent or invalid redemptions shall not be payable to the Merchant and shall not be included in the Commission due to the Agent.

3. Intellectual Property Rights

- 3.1. For the duration of this Master Agreement, the Merchant hereby grants to the Agent (and any other agent or contractor Agent may engage) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully paid-up, transferable, sub-licensable license and right to use, possess, modify, create derivative work, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish or publicly perform:
 - 3.1.1. The Merchant's name, trade names, trademarks, service marks, logos, domain names, audiovisual content, audio and video recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorised, or approved to use by the Merchant or other symbols or other source identifying devices, or combinations or variations thereof ("**Merchant IP**"); and
 - 3.1.2. any third party's name, trade names, trademarks, service marks, logos, domain names, audiovisual content, audio and video recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorised, or approved to use by the Merchant, or other symbols or other source identifying devices, or combinations or variations thereof ("**Third Party IP**"),
 - 3.1.3. in each case in connection with or for the purposes of WINK programme, the promotion and resale of the Merchant's products and/or services in all media or formats now known or hereinafter developed and in any of Agent's marketing and advertising materials ("**Licence**").
- 3.2. The Merchant shall retain ownership of all information, data and materials (including all Merchant IP and Third Party IP) provided to the Agent. The Agent and/or its affiliates shall

retain ownership of (a) all rights, including but not limited to the Agent IP, the Agent Third Party IP, intellectual property rights in the Website, Application, any deliverables and the WINK programme, and (b) the skills, know-how and methodologies used or acquired by Agent during the course of providing the WINK programme (including any improvements or knowledge developed by Agent during the WINK programme). The Agent will use and retain ownership of its tools, trademarks, equipment, software and employees, or shall obtain the same from third party licensors and subcontractors, for the WINK programme.

4. Confidentiality and Data Privacy

- 4.1. Both Parties shall use all commercially reasonable steps to ensure that any Confidential Information shall not be disclosed to third parties without the prior written consent of the other Party.
- 4.2. The restrictions on disclosure of Confidential Information described in this Clause 6 do not extend to any information that (i) already exists in the public domain at the time of its disclosure or subsequently becomes publicly available; (ii) is already in the receiving party's possession before the application of this Master Agreement; (iii) is lawfully obtained from third parties or (iv) is required to be disclosed pursuant to law or regulation or at the direction of any statutory or regulatory authority or stock exchange.
- 4.3. Each Party hereby agrees that it shall not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with this Master Agreement.
- 4.4. The Merchant hereby acknowledges that any Consumer Data it collects, has access to or which is provided to it in connection with or relating to a Subscriber or Purchaser or otherwise, are to be used solely for the purposes of the WINK Programme. The Merchant shall not use, reproduce, sell, broker, retain or otherwise disclose any such Consumer Data to any third party, in whole or in part, for any purpose except as expressly permitted in this Master Agreement or required by applicable law. The Merchant shall indemnify and hold Agent, its directors, officers, employees and agents harmless from and against all claims and expenses, including legal fees, arising out of or related to any breach of the foregoing provisions of this clause.
- 4.5. The Merchant shall immediately notify the Agent if the Merchant becomes aware of or suspects any unauthorised access to or use of Consumer Data or any Confidential Information and shall cooperate with the Agent in the investigation of such breach and the mitigation of any damages. The Merchant will bear all associated expenses reasonably incurred by Agent to comply with applicable laws (including but not limited to any data protection laws) or arising from any unauthorised access or acquisition of Consumer Data while such data is in Merchant's reasonable possession or control. Upon termination of this Master Agreement, Merchant shall, as directed by the Agent, destroy or return to the Agent all Consumer Data and/or Confidential Information in the Merchant's possession.

5. Disclaimers and Limitation of Liability

- 5.1. The WINK, Website and Application are provided on an "as is" basis and Agent disclaims all implied warranties, including without limitation, implied warranties as to the availability, fitness for purpose, merchantability, non-infringement, quality and condition of the WINK, Website and Application. Agent does not warrant or guarantee that the WINK Services offered on or through the Website and Application will be uninterrupted or error-free, that the Vouchers are error-free. In particular, Agent shall not be responsible for (1) the transmission or the reception of or the failure to transmit or to receive any material of whatever nature; (2) any data lost or altered during transmission or (3) any consequences arising from such lost or altered data
- 5.2. Agent shall not be liable for any special, incidental, exemplary, punitive, consequential or indirect losses including but not limited to loss of opportunity, goodwill, and reputation or anticipated profits, even if informed of the possibility of such losses in advance.

- 5.3. Agent's sole and aggregate liability in respect of each redemption whether in contract (including indemnities), tort (including negligence) or otherwise for any losses arising from or in any way connected with the WINK redemption(s) or arising out of or in connection with this Master Agreement (including indemnities and expenses of any kind) shall not exceed the value of this Master Agreement.

6. Indemnity

- 6.1. The Merchant shall indemnify and hold Agent, its affiliates and its respective officers, directors, employees and agents harmless with respect to any claims, actions and/or demands (including all costs, charges and expenses arising thereof) resulting from or in connection with:-
- 6.1.1. any products and/or services provided by Merchant in connection offered by Merchant through the WINK App;
 - 6.1.2. the information, materials and/or assistance provided by Merchant pursuant to this Master Agreement (including but not limited to where any such information, materials and/or assistance is false, inaccurate, misleading or libellous);
 - 6.1.3. a third party asserting that Merchant's products and/or services infringes its rights (including but not limited to intellectual property rights);
 - 6.1.4. Merchant's misuse of any of the content, information or material provided by Agent or that is available on the Website and/or Application;
 - 6.1.5. any alleged infringement of any intellectual property rights which arises or would arise as a result of our acceptance, possession, purchase, use, or distribution of the any of the information or materials provided by Merchant (including the Merchant IP and Third Party IP) or any part or unit thereof; and/or

7. Third Parties

- 7.1. Save as specifically provided or conferred a benefit by these terms, a person who is not a party to this Master Agreement shall not be entitled to rely on this Master Agreement or claim any rights under the Contracts (Right of Third Parties) Act (Cap 53B of Singapore).

8 Termination

- 8.1. Either Party shall be entitled to terminate this Master Agreement immediately by written notice to the other Party (the "Defaulting Party") upon the occurrence of any of the following events:
- 8.1.1. the Defaulting Party commits a breach of any of its warranties or obligations under this Master Agreement and, in the case of such a breach which is capable for remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.1.2. any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Defaulting Party;
 - 8.1.3. an order of court is made to wind up the Defaulting Party or to place it under judicial management or a resolution is passed by the members of the Defaulting Party for its winding up or liquidation;
 - 8.1.4. any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party; or the Defaulting Party ceases, or threatens to cease, to carry on business or becomes insolvent.

9 Entire Agreement, Precedence and Survival

- 9.1. This Master Agreement set out the entire agreement between the Parties concerning the redemption of WINK(s). Any modifications of or amendments to this Master Agreement must be in writing and agreed by both Parties. Should any of the terms of this Master Agreement be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.
- 9.2. In the event of any inconsistency between the provisions of this Master Agreement and the Application, the Application shall take precedence.

10. Dispute Resolution

- 10.1. In the event of any dispute or difference arising out of or in connection with or in relation to this Master Agreement, including any question regarding the existence, validity, application or interpretation of this Master Agreement or any of its provisions, both Parties shall endeavour to settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.
- 10.2. Notwithstanding anything in this Master Agreement if the dispute is not settled in accordance with Clause 1, the parties shall endeavour to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of this Master Agreement.
- 10.3. If the Parties are unable to resolve the dispute in accordance with Clauses 1 and 10.2, then subject to the right of either Party to apply to the Singapore courts for summary judgement for the payment by the other Party of an undisputed sum payable under this Master Agreement or for an injunction or other equitable relief available under the applicable law to preserve the status quo or to prevent irreparable harm, the dispute shall be referred to and finally resolved by arbitration in Singapore, conducted in private in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this clause. Arbitration shall be conducted in the English language in Singapore.

11 Force Majeure

- 11.1. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Master Agreement if the delay or failure results from a Force Majeure Event.
- 11.2. Each Party shall notify the other Party promptly of the occurrence of any Force Majeure Event which is delaying its performance and shall resume performance as soon thereafter as is reasonably practicable.
- 11.3. If any Force Majeure Event shall continue for a period exceeding one hundred and twenty (120) days, then either Party may at any time thereafter, upon giving written notice to the other, elect to terminate (i) this Master Agreement; or (ii) a Deal affected by such Force Majeure Event.
- 11.4. The Parties shall, for the duration of a Force Majeure Event, be relieved of any obligation under this Master Agreement as is affected by such Force Majeure Event except that the provisions of this Master Agreement shall remain in force with regard to all other obligations under this Master Agreement which are not affected by such Force Majeure Event. Merchant shall not be under any obligation to pay for any WINK redemption(s) which the Merchant did not receive during the continuation of the Force Majeure Event.

- 11.5. For the avoidance of doubt, if any, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a Force Majeure Event.

12 No Assignment

- 12.1. Merchant is not authorised to transfer or assign its rights or obligations under this Master Agreement without Agent's prior written consent. Any waiver must be in writing and signed by an authorised signatory of Agent. Agent is authorised to transfer or assign this Master Agreement to a present or future affiliate or pursuant to any merger, consolidation, reorganisation or sale of all or substantially all of its assets or businesses, or by operation of law, without notice to the Merchant.

13 Governing Law

- 13.1. Any controversy, dispute or claim of any kind between the Parties shall be governed by and interpreted in accordance with the laws of Singapore without regard to any provisions governing conflicts of laws.