

THIS AGREEMENT IS MADE THE 1ST JULY 2022

BETWEEN:

- (1) **DELIGHTEX PTE. LTD.**, a company incorporated in Singapore (Company Registration Number: 201900159M) and having its registered address at 230 Victoria Street, #15-01, Bugis Junction Towers, Singapore 188024 ("**Delightex**");

AND

- (2) Maejo University, a company incorporated in Thailand and having its registered address at 63 Moo 4, Nong Han, San Sai, Chiang Mai, Thailand 50290 ("**Maejo**"),

each a "**Party**" and together the "**Parties**".

WHEREAS

- A. Delightex is desirous of engaging the Service Provider, and the Service Provider is willing to accept such appointment, to provide the Services (as hereinafter defined).
- B. The Service Provider has the rights, expertise and resources required to provide the relevant Services in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual promises in this Agreement and other good and valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used in this Agreement shall have the meanings given in Schedule 1 (Definitions and Interpretation). This Agreement will be interpreted in accordance with paragraph 2 of Schedule 1 (Definitions and Interpretation).

2. DURATION

This Agreement shall commence on 1 July 2022 (the "**Effective Date**") and shall, unless terminated earlier in accordance with the terms and conditions of this Agreement, continue until 31 December 2023 ("**Term**").

3. SERVICES

- 3.1 Delightex hereby appoints the Service Provider, and the Service Provider accepts such appointment, to provide the Services to Delightex.
- 3.2 The Service Provider shall in accordance with the terms and conditions of this Agreement provide the services as particularized in Schedule 2 (the "**Services**").
- 3.3 While the Service Provider's method of work is its own, the Service Provider shall comply with any and all reasonable instructions and/or requests of Delightex in relation to the performance of the Services. The Service Provider is liable for all acts, omissions, neglects and defaults of any sub-contractor it so appoints.
- 3.4 In the event Delightex appoints a third party to provide Delightex with similar or related Services, the Service Provider shall render all assistance as may be required to enable that other party to perform its obligations to Delightex.

4. FEES

- 4.1 In consideration of the Service Provider's provision of the Services, Delightex agrees to pay Fees on the terms and at the times set out in Schedule 3 (Pricing Schedule). The Service Provider shall submit invoices in a timely manner in accordance with the terms set out in Schedule 3 (Pricing Schedule). Invoices submitted more than [two (2) months] after the times as set out in Schedule 3 (Pricing Schedule) will not be paid unless such delay has been expressly agreed between the Parties in writing.
- 4.2 If the Fees are subject to goods and services tax or any equivalent tax in the country of the Service Provider, the same will be payable by Delightex.
- 4.3 Delightex shall be entitled to withhold from any payments or amounts owing to the Service Provider under this Agreement and pay to the relevant governmental or tax authorities withholding tax if so required under the applicable laws. The Service Provider acknowledges that the withholding and payment of such tax will reduce the amount of Fees otherwise payable to it under this Agreement.
- 4.4 Unless otherwise stated in Schedule 3 (Pricing Schedule), all costs and expenses incurred by the Service Provider in carrying out the Services including all travel, accommodation, subsistence and out-of-pocket expenses incurred shall be deemed to be included in the Fees.

5. WARRANTIES

- 5.1 In addition to any warranties given by the Service Provider elsewhere in this Agreement, the Service Provider represents and warrants that:
- 5.1.1 it has all right, power and authority to enter into this Agreement and fully perform its obligations under this Agreement;
- 5.1.2 it will at all times comply with all applicable laws in performing its obligations under this Agreement; and
- 5.1.3 the execution of this Agreement by the Service Provider does not violate any agreement existing or previously existing between the Service Provider and any third party.
- 5.2 In relation to its performance of this Agreement, the Service Provider represents and warrants that:
- 5.2.1 the Service Provider's employees, agents or sub-contractors assigned to perform the Services have the necessary skill, expertise, experience, licences, employment permits and all other relevant approvals necessary to provide the Services;
- 5.2.2 the Services will be performed in a timely and professional manner;
- 5.2.3 the Services will conform to the quality standards generally observed in the research / consultancy industry for similar services and will be provided with all reasonable skill and care; and
- 5.2.4 the Service Provider will, at its own expense, provide everything necessary for the provision of the Services (including all supervision, labour, materials, transport, and facilities).

5.3 In relation to the Intellectual Property Rights and Deliverables, the Service Provider represents, warrants and undertakes to Delightex that:

5.3.1 the receipt and use of the Deliverables by Delightex shall not infringe the rights, including any Intellectual Property Rights, of any third party;

5.3.2 the Deliverables are or will be original and have not been and shall not be copied from the work of any other person save where otherwise notified in advance to Delightex;

5.3.3 it will not incorporate and/or use the work of any third party or any Intellectual Property Rights belonging to any third party in any Deliverables without the prior written consent of Delightex; and

5.3.4 it has procured from each of its employees, agents, sub-contractors, professional advisors and representatives who are authors of any copyright material assigned, licensed or otherwise supplied to Delightex under this Agreement, a grant of consent of any moral rights such that Delightex can fully exercise, exploit and enjoy any ownership or licence rights (as the case may be) granted to it under this Agreement. The Service Provider will, on request, produce evidence, in a form reasonably acceptable to Delightex, of the Service Provider's compliance with this Clause 5.3.4.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of Pre-Existing IPR

Nothing in this Agreement shall operate to transfer ownership of any materials or documentation (including any software) and any Intellectual Property Rights belonging or licensed to any Party prior to the Effective Date and/or outside the scope of this Agreement (the "**Pre-Existing IPR**").

6.2 Ownership of Developed IPR

6.2.1 To the extent that the Service Provider develops any Intellectual Property Rights for Delightex under this Agreement including all Deliverables provided under or to pursuant to this Agreement (the "**Developed IPR**"), these shall be owned absolutely by Delightex and the Service Provider shall absolutely and unconditionally assign and transfer the ownership of all Intellectual Property Rights in the Developed IPR to Delightex free of encumbrances and third party rights, immediately upon creation.

6.2.2 The Service Provider hereby waives all moral rights and similar author rights in the Developed IPR.

6.3 IPR Indemnity

The Service Provider shall fully defend and indemnify Delightex against any Claim and/or Loss arising out of or related to an infringement or alleged infringement of any Intellectual Property Rights which arises or would arise as a result of (a) the Service Provider's performance of the Services; and (b) Delightex's use of all Deliverables provided under or pursuant to this Agreement.

7. CONFIDENTIALITY

- 7.1 Except as expressly provided otherwise in this Agreement, each Party ("**Receiving Party**") shall keep strictly confidential all Confidential information disclosed, furnished or communicated to it by the other Party ("**Disclosing Party**") or obtained by it by virtue of this Agreement. The Receiving Party shall not, directly or indirectly, disclose or make available any such Confidential Information, in whole or in part, to any third party who is not expressly authorised to receive such Confidential Information pursuant to this Agreement.
- 7.2 Without prejudice to the generality of the foregoing, the Receiving Party undertakes to:
- 7.2.1 effect and maintain adequate security measures to safeguard such Confidential Information from access or use by any unauthorised person; and
- 7.2.2 notify the Disclosing Party if the Receiving Party becomes aware of any unauthorised disclosure or use of such Confidential Information by any person and upon request, render reasonable assistance to the Disclosing Party in connection with any proceedings which the Disclosing Party may institute against any such persons.
- 7.3 The Receiving Party shall use the Confidential Information solely for the performance of its obligations and the exercise of its rights under this Agreement and in accordance with this Agreement ("**Purpose**").
- 7.4 The Receiving Party may disclose the Confidential Information:
- 7.4.1 with the prior written consent of the Disclosing Party;
- 7.4.2 to such of the Receiving Party's employees, agents, sub-contractors or professional advisors with a need-to-know ("**Representatives**") for the Purpose or for seeking advice on any matter arising out of this Agreement provided that the Receiving Party shall ensure that such Representatives are aware of and agree to abide by and be bound by similar confidentiality terms as those set out in this Clause 7; or
- 7.4.3 if required to do so by (i) any court or tribunal order, or (ii) any governmental or regulatory authority or stock exchange having jurisdiction over the Receiving Party or pursuant to any directive, regulation, code, rule or guideline (whether or not having the force of law) issued by such governmental or regulatory authority or stock exchange, in which event the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party with the opportunity to object to such disclosure. Should the Disclosing Party fail to make such objection or should any such objection by the Disclosing Party be delayed or unsuccessful, the Receiving Party or its Representatives may disclose such Confidential Information but only to the extent required to be disclosed by such court or tribunal order, governmental or regulatory authority, stock exchange, directive, regulation, code, rule or guideline.
- 7.5 A Party shall not, without the prior written consent of the other Parties, make any public announcement or press release or otherwise provide any information to any third party regarding this Agreement or any matter related thereto.
- 7.6 Upon expiry or termination of this Agreement, the Receiving Party shall:
- 7.6.1 immediately cease its use of the Confidential Information; and
- 7.6.2 at its own cost, deliver up to the Disclosing Party or upon demand, irretrievably delete or destroy all Confidential Information belonging to the Disclosing Party or any copies thereof, in whatever form, which are in the possession, custody or control of the Receiving Party or any of its Representatives.

- 7.7 The obligations of the Parties contained in this Clause 7 shall continue in force notwithstanding the termination of this Agreement for any reason howsoever arising for a period of **[two (2) years]** after such termination.

8. DATA PROTECTION

- 8.1 For the purposes of this Agreement, "**PDPA**" shall refer to the Personal Data Protection Act (Act 26 of 2012 of Singapore). Any capitalised terms used in this Agreement which are not defined here but are defined in the PDPA shall have the same meaning as ascribed thereto in the PDPA.
- 8.2 The Service Provider agrees and undertakes, and shall procure that its employees, representatives, agents, and sub-contractors agree and undertake to Delightex that they will operate at all times within the requirements of all relevant data protection laws, including the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, and not to act in a way which would cause Delightex to be in breach of its obligations under such legislation. In this regard, the Service Provider undertakes to, amongst other things:
- 8.2.1 use, collect or process (including by transferring or disclosing data to any third party) Personal Data relating to this Agreement solely for the purpose of providing the Services under this Agreement and pursuant to Delightex's instructions;
 - 8.2.2 protect Personal Data in its possession or under its control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, and shall take all appropriate technical and organisational measures (including safeguards against worms, Trojan horses, and other disabling or damaging codes where relevant) against unauthorised or unlawful Processing of Personal Data and against accidental loss or damage to or destruction of Personal Data;
 - 8.2.3 limit access to Personal Data it Processes on behalf of Delightex to those of its employees who have a need to access the Personal Data in order to perform their job functions under this Agreement and ensure that such employees are (i) adequately trained in data protection legislation and will act in compliance with the PDPA; and (ii) aware of the obligations of this Clause 8 and agree to abide by the same;
 - 8.2.4 only disclose any Personal Data in accordance with the provisions of Clause 7 (Confidentiality) and in compliance with the PDPA;
 - 8.2.5 shall, if they are not a Data Intermediary, make a reasonable effort to ensure that Personal Data is accurate and complete, if Personal Data is likely to be (i) used by the Service Provider to make a decision that affects the Individual to whom Personal Data relates; or (ii) (if permitted under this Agreement) disclosed by the Service Provider to another organization;
 - 8.2.6 ensure that upon request by an Individual, the Service Provider shall, as soon as reasonably possible, provide the Individual with (i) the Personal Data about the Individual that is in the possession or under the control of the Service Provider; and (ii) information about the ways in which that Personal Data has been or may have been used or disclosed by the Service Provider within a year before the date of the Individual's request;
 - 8.2.7 immediately notify Delightex if it receives any complaint, notice, or communication which relates directly or indirectly to the Personal Data or the Processing of Personal

Data under this Agreement, and comply with Delightex 's instructions in handling such complaint, notice, or communication;

8.2.8 immediately notify Delightex of any breaches of security that may result in the unauthorised collection, access, use or disclosure of Personal Data and provide Delightex with all reasonable assistance in relation to such breach, at no cost to Delightex;

2.1 not transfer any Personal Data Processed pursuant to this Agreement outside Singapore unless specifically required under the terms of the Agreement or as specifically authorised by Delightex in writing. Where Delightex has provided such written consent, then unless otherwise agreed in writing, and without prejudice to the generality of the foregoing obligations, the Service Provider shall ensure and procure that the overseas recipient of such Personal Data shall provide a standard of protection in relation to Personal Data that is comparable to the protection required by the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission; and

2.2 cease to retain its documents containing Personal Data, or remove the means by which Personal Data can be associated with particular Individuals, as soon as it is reasonable to assume that (i) the specified purposes are no longer being served by retention of Personal Data; and (ii) retention is no longer necessary for legal or business purposes.

8.3 The Service Provider agrees to fully defend, indemnify and hold harmless Delightex from and against any and all Claims and/or Losses Delightex may suffer in connection with any breach of this Agreement, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of the Service Provider, its employees, representatives or agents or otherwise howsoever.

9. INDEMNITY

9.1 The Service Provider shall defend, indemnify, and hold harmless Delightex, its officers and employees on a full indemnity basis from and against any and all Claims and/or Losses which Delightex, its officers or employees may sustain or incur or which may be brought or established against Delightex, its officers or employees by any person or by any regulatory authority and which in any case arises out of, in relation to or by reason of:

9.1.1 the negligence, recklessness or willful misconduct of the Service Provider, its employees or agents in the provision of the Services;

9.1.2 any unauthorised act or omission of the Service Provider, its employees or agents;

9.1.3 any loss or damage to property, or any death or personal injury, arising out of or in connection with any act or omission of the Service Provider, its employees or agents; and/or

9.1.4 a Claim and/or Loss arising under any of Clauses 5 (Warranties), 6 (Intellectual Property Rights), 7 (Confidentiality), and 8 (Data Protection).

10. TERMINATION

10.1 This Agreement may be terminated at any time with immediate effect upon:

2.3 the mutual agreement of the Parties in writing;

2.4 Delightex's provision of a notice of termination to the Service Provider in accordance with paragraph 2.1(c) of Schedule 3; or

2.5 upon written notice by one Party to the other in the event that:

(a) the other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

(b) the other Party has a judicial manager, receiver, manager or receiver and manager appointed of the whole or any part of its assets;

(c) the other Party has a resolution passed or order made for winding up or liquidation except for the purposes of amalgamation and reconstruction, in which event the Parties agree to procure that such new entity, if any, as is created, shall agree to assume the obligations of the relevant reconstructed Party; or

(d) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party.

10.2 Upon any expiry or termination of this Agreement, the Service Provider shall immediately:

10.2.1 to the extent required by Delightex, provide Delightex all documents, works-in-progress, reports, notes or memoranda made by it in the course of carrying out its obligations hereunder and all copies thereof;

10.2.2 procure that its employees, agents and sub-contractors deliver up to Delightex all copies of Delightex's Confidential Information and any information and data supplied by or obtained from Delightex for the purposes of this Agreement and shall certify to Delightex that no copies of such information or data have been retained; and

10.2.3 if requested by Delightex, transfer any Delightex data (including Personal Data where relevant) to a nominated third party provider or to Delightex.

10.3 The termination of this Agreement howsoever arising shall not affect such of the provisions hereunder which in accordance with their terms are expressed to operate or have effect even after the termination of this Agreement, and shall be without prejudice to any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

11. NOTICE

- 11.1 Unless otherwise agreed, all notices, demands, requests and other non-routine communications made (collectively, "**Notices**") shall be in writing and in the English language. Notices shall be sent or delivered to the respective addresses set forth below or such other address as the intended recipient shall notify the sender in writing:

To Service Provider:

Maejo University
63 Moo 4,
Nong Han, San Sai, Chiang Mai,
Thailand 50290

Contact person: Tippapha Pisithkul
Contact Number: (+66) 80 032 8657

To Delightex:

Delightex Pte. Ltd.
230 Victoria Street,
#15-01, Bugis Junction Towers,
Singapore 188024

Contact person: Wong Shi Xuan
Contact Number: (+65) 9338 4691

- 11.2 Notices will be deemed received, in the case of hand delivery, on the day of delivery and upon written acknowledgement of receipt, and in the case of pre-paid post, registered mail or courier, within three (3) days for local mail or ten (10) days for overseas mail, of such mailing or dispatch. In proving such receipt, it shall be sufficient to show that the envelope containing the Notice was duly addressed, stamped and posted/delivered.
- 11.3 For the avoidance of doubt, the timing for notification shall be deemed to commence only from the successful receipt of hand delivery, pre-paid post, registered mail or courier, whichever is applicable. Notices sent via email shall not be sufficient.

12. VARIATION TO AGREEMENT

No amendment, modification, or variation to this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

13. ASSIGNMENT

No Party may assign all or any part of its rights or transfer all or any part of its obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding on and shall enure for the benefit of each of the Parties' successors and permitted assigns. Any reference in this Agreement to any of the Parties shall be construed accordingly.

14. SEVERABILITY AND ENTIRE AGREEMENT

- 14.1 The various provisions in this Agreement are severable and if any provision or identifiable part is held or found to be invalid or otherwise unenforceable, it shall be deemed to be severed from the provision, but the remainder of the provision shall remain in full force and effect.
- 14.2 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter herein and there are no agreements, understandings, promises, conditions or terms, oral or written, express or implied, including those that the Service Provider may issue, concerning the subject-matter herein which is not merged into this Agreement and superseded hereby.

15. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

16. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of this Agreement.

17. RELATIONSHIP OF THE PARTIES

- 17.1 The Parties acknowledge that nothing in this Agreement constitutes a relationship of principal and agent, partnership, joint venture, or fiduciary relationship between Delightex and the Service Provider. The Service Provider shall be deemed to be an independent contractor who provides the Services to Delightex.
- 17.2 The Service Provider acknowledges that it does not have the authority to enter into binding agreements of any nature or make any representations or warranties on Delightex's behalf and agrees not to misrepresent to any third party any such authority.

18. NO WAIVER

- 18.1 No failure to exercise, nor any delay in exercising on the part of either Party, any right, power or privilege under this Agreement, shall operate as a waiver or in any way prejudice the exercise of such right, power or privilege, nor shall any single or partial exercise by either Party of any right, power or privilege preclude any other or further exercise of the same or any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies otherwise provided by law.
- 18.2 The acceptance, verification or authentication of any invoice or statement, the payment of any charges by Delightex under this Agreement or the conduct or approval of any inspection, review, or evaluation by or on behalf of Delightex, shall not be regarded as constituting acceptance by Delightex of or as evidence as to the validity or correctness of any statement or invoice tendered by the Service Provider or the compliance by the Service Provider with its obligations under this Agreement.

19. FORCE MAJEURE

- 19.1 If either Party is prevented from or delayed in the performance of its obligations under the Agreement by a Force Majeure Event arising after the formation of the Agreement, that Party may notify the other Party of the existence of the Force Majeure Event and the obligations of the Parties under this Agreement will be suspended as at the date of receipt of the Notice. Neither Party shall be liable to the other Party for any period of delay ("**Force Majeure Period**") in the performance of this Agreement directly caused by a Force Majeure Event provided such Party shall have first given the other Party written notice immediately upon the occurrence of the Force Majeure Event.
- 19.2 If the Service Provider is so delayed and the Force Majeure Period exceeds twenty-eight (28) days, Delightex shall have the option to, by written notice to the Service Provider, terminate this Agreement immediately in whole or in part and have no liability for such termination. The Service Provider shall have a similar right of termination in the event that the Force Majeure Period exceeds ninety (90) days.
- 19.3 So long as the Force Majeure Event continues, Delightex may contract with other parties for the supply of any items and/or services which the Service Provider has failed to supply in accordance with this Agreement due to the Force Majeure Event. The Fees shall be adjusted accordingly.
- 19.4 For the avoidance of doubt, the provisions of this Clause 19 shall not affect Delightex's right to terminate the Agreement in accordance with Clause 10 (Termination) of this Agreement.

20. SURVIVAL

Clauses 4 (Fees), 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Data Protection), 9 (Indemnity), 20 (Survival), and 22 (Applicable Law, Jurisdiction and Dispute Resolution) of this Agreement shall survive the termination or expiry of this Agreement, in addition to those provisions which by their content or nature are capable of or intended to have effect after expiry or termination of this Agreement.

21. GOVERNING LAW AND JURISDICTION

This Agreement shall in all respects be governed by and construed in accordance with Singapore law and the Parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.

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SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

- 1.1. Save where the context otherwise requires, in this Agreement, the following words and phrases shall have the meanings assigned to them below:

"Claim" means any and all (actual and alleged) claims, complaints, demands, actions, suits and/or proceedings by any person or organisation;

"Confidential Information" means:

- (a) any and all information and materials disclosed to, or obtained or received by the Receiving Party, whether written, oral, electronic or in any other form, in the course of performing its obligations under this Agreement or in connection with this Agreement, including without limitation, information relating to the Disclosing Party's customers, financial accounts and information, organisation, suppliers, distributors, officers, employees, business, marketing and business plans, strategies and policies, or any dealings, transactions, assets and/or affairs;
- (b) the terms and conditions of this Agreement; and
- (c) any documents, information, or proprietary materials provided by the Disclosing Party which are marked "Restricted", "Confidential" or "Secret" and any other information which may from time to time be identified by the Disclosing Party as being of a confidential nature and as being subject to the terms of this Agreement or which may reasonably be assumed to be confidential by virtue of its nature and contents or the circumstances of its disclosure in a manner which gives notice of their confidential nature.

It does not include any information:

- (i) which is or becomes publicly available (otherwise than as a result of a breach of confidentiality by the Receiving Party or its Representatives (as hereinafter defined));
- (ii) which was already known to or in the possession of the Receiving Party prior to disclosure by the Disclosing Party;
- (iii) which is subsequently received by the Receiving Party from a third party who has the right to disclose such information and/or who is not bound by obligations of confidentiality to the Disclosing Party;
- (iv) which is independently developed by or on behalf of the Receiving Party without use of or reference to any of the Confidential Information; or
- (v) which is required to be disclosed by law.

"Deliverables" means all works, reports, research, copies, proofs, final executed versions in all media created or provided by the Service Provider or any third party supplier as a result of the provision of the Services under this

	Agreement, including but not limited to any reports of findings (whether in final form or otherwise);
"Developed IPR"	has the meaning ascribed to it in Clause 6.2.1;
"Disclosing Party"	has the meaning ascribed to it in Clause 7.1;
"Effective Date"	has the meaning ascribed to it in Clause 2;
"Fees"	means the fixed charges payable during the term of this Agreement for the Services as set out in Schedule 3 (Pricing Schedule);
"Force Majeure Event"	means any act of God, act of government or any authorities, war, riot, civil war, insurrection, blockades, embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, strike, lockout or other labour dispute or civil unrest beyond the reasonable control of the relevant Party;
"Force Majeure Period"	means the duration as defined in Clause 19.1;
"Intellectual Property Rights"	means patents, copyright, trade marks, service marks, registered designs, all registrations, applications, disclosures, renewals, extensions, continuations or reissues for any of the foregoing, unregistered design rights, know-how, confidential and proprietary information, trade and business names, domain names and other similar protected rights or intangible assets recognized by any laws, or international conventions in any country or jurisdictions in the world;
"Loss"	means any losses, damages, liabilities and all related costs, fees and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, appeal, interest and penalties);
"Milestone"	has the meaning ascribed to it in Schedule 2;
"Notices"	has the meaning ascribed to it in Clause 11.1;
"PDPA"	means the Personal Data Protection Act (Act 26 of 2012) of Singapore;
"Personal Data"	has the same meaning as defined under the PDPA;
"Pre-existing IPR"	has the meaning ascribed to it in Clause 6.1;
"Pricing Schedule"	means the rates, terms and conditions for payment of the Services as set out in Schedule 3 (Pricing Schedule);
"Purpose"	has the meaning ascribed to it in Clause 7.3;
"Receiving Party"	has the meaning ascribed to it in Clause 7.1;
"Representatives"	has the meaning ascribed to it in Clause 7.4;
"Services"	means any and all services as further particularised in Schedule 2 (Services) which the Service Provider is required to perform under the Agreement;

"Term" has the meaning ascribed to it in Clause 2; and

"S\$" Means the lawful currency of the Republic of Singapore.

2. INTERPRETATION

2.1 In this Agreement unless the context otherwise requires:

2.5.1 words importing the singular include the plural and vice versa;

2.5.2 an expression importing a person or party includes a company, partnership, joint venture, association, corporation, a government agency or any organisation having legal capacity;

2.5.3 the headings and marginal notes in this Agreement are for convenience of reference only and are not part of this Agreement and shall not in any way affect the interpretation of this Agreement;

2.5.4 the Schedules to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall also include the Schedules to this Agreement; any reference to a Clause or Schedule shall be to such Clause or Schedule (as the case may be) of this Agreement, unless otherwise expressly provided;

2.5.5 any reference to time and/or date in this Agreement shall be to the time and/or date in Singapore, and unless expressly indicated otherwise, any reference to a number of days refers to calendar days;

2.5.6 a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-laws, codes, judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, extended, consolidated, re-enacted or replaced and includes all subordinate laws and regulations made under it from time to time;

2.5.7 a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;

2.5.8 unless expressly indicated otherwise, any confirmation, consent, direction, request or notice to be given under this Agreement shall be given in writing;

2.5.9 all references in this Agreement to clauses, unless otherwise expressly stated, are references to clauses numbered in this Agreement and not to those in any other document forming part of this Agreement; where a clause number is quoted, then reference is being made to that clause bearing that clause number and to all the subclauses if any, under that same clause number;

2.5.10 where the provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears; and

2.5.11 the terms and conditions or any part thereof in this Agreement may not be construed adversely against a Party just because that Party drafted it.

SCHEDULE 2

SERVICES

The Service Provider shall, during the Term, provide the following services to Delightex and such other services as may be agreed to by the Parties in writing from time to time:

2.6 Scope of Services

- 1.1 Screening of at least 500 natural substances from soil, plants, bacteria, fungi, and/or animals for ethnopharmacological uses and potential effects on delightful moments.
- a. Literature search
 - b. On-site research (e.g., interviewing the locals about traditional treatments, collecting data from local masseurs, midwives, etc.)

Delightful moments defined as below:

Delightful Moment	Description
Energy	Provide physical and mental boosts, enhance attention, mood and motivation
Relax	Release the stress and anxiety accumulated in their hectic day to day lives
Happy	In tune with the world around us
Euphoria	Initiate a feeling or state of intense excitement and happiness
Love	Sensing a feeling of bonding and coherence; Familiar love, Self-Love, Selfless Love, enduring love
Playful	Arousal, sensory alertness, desire, sexual wellness, romance

- 1.2 Shortlisting 50-80 natural substances/sources of substances & obtain powdered samples
- a. to perform in-vitro assays
 - b. to provide to Delightex for further tests
- 1.3 Acquiring the selected materials for further characterization
- 1.4 In vitro assays including MTT/XTT assay, antioxidant assays, and transcriptional responses of chosen cell lines (RT-qPCR)
- 1.5 Chemical characterization of the natural substances
- a. Extraction/purification (if needed) of the desired natural substances
 - b. Analyzing the chemical composition using appropriate instruments (e.g., HPLC, LC-MS, and GC-MS)
- 1.6 Scientific publications and/or Patents of results

2.7 Reporting / Deliverables

- 2.1 Preliminary literature report – Screening for ethnopharmacological uses, existing scientific literature and potential effects on delightful moments
- 2.2 Final literature report – Screening of at least 500 natural substances/ingredients in Thailand
- 2.3 Powdered samples of selected 50-80 natural substances/ingredients (at least 200 g)
- 2.4 Preliminary & Final report – Screening of selected natural substances on in vitro MTT & PCR assays for potential effects of delightful moments
- 2.5 Report on chemical characterization (compound analysis) of selected natural substances/ingredients

SCHEDULE 3

PRICING SCHEDULE

1. PRICING SCHEDULE

Delightex shall pay the Service Provider the Fees of S\$ 35,200, divided into the following tranches, with each tranche payable on the provision of notice (written or via email) by Delightex to the Service Provider (in accordance with paragraph 2.1 below) that the Service Provider has attained the corresponding milestones (each, a "Milestone"):

Tranche No.	Amount	Milestone
1	S\$6,600	After signing of the agreement
2	S\$6,600	Final literature report on screening of at least 500 natural substances/ingredients Powdered samples of 50-80 selected natural substances/ ingredients
3	S\$8,800	In vitro MTT/PCR assay protocol setup
4	S\$13,200	Final report on in vitro MTT/PCR assay results Final report on chemical characterization of selected natural substances/ingredients

2. PRICING TERMS AND CONDITIONS

2.8 Delightex shall, within thirty (30) days of receipt of the Service Provider's notice (written or via email) that a Milestone has been achieved and/or receipt of any Deliverables in relation thereto (if any), whichever is later, provide notice (written or via email) to the Service Provider indicating that it wishes to either:

2.9 continue being provided with the Services, whereupon the Service Provider shall commence working on the next Milestone; or

2.10 dispute that a Milestone has been achieved and/or dispute any Service / Deliverable provided by the Service Provider, whereupon the Parties shall attempt to resolve such dispute; or

2.11 terminate this Agreement forthwith.

2.12 On the provision by Delightex of an undisputed notice under paragraph 2.1(a) or (c) of this Schedule, the Service Provider shall provide Delightex with an invoice for such amount as is payable in accordance with paragraph 1.1 of this Schedule, for the attainment of the corresponding Milestone. Payment shall be made by Delightex to a bank account nominated by the Service Provider within forty-five (45) days from the receipt by Delightex of a non-disputed invoice from the Service Provider.

2.13 Any other additional project costs shall be subject to Delightex's prior written approval on a case-by-case basis.