

VENDOR AGREEMENT

Please read this Vendor Agreement ("Agreement") carefully before using our platform. In this Agreement, "Platform" means our mobile application, our website, our administrative and vendor management interfaces, and any other application, site, account, system or service we may provide or use from time to time.

By clicking the "I ACCEPT" button, you agree to be bound by this Agreement for using and accessing the Platform, for the purpose of listing, marketing and promoting your goods and services on the Platform. Your acceptance of this Agreement forms a legally binding agreement between you and us and sets forth the terms and conditions by which you may use the Platform.

For the purposes of this Agreement, "Vendor", "you" and "your" mean any person or entity accepted by the Company to list on the Platform, and "User" means any person who accesses or uses the Platform.

WHEREAS:-

- A. KGSN Group Pte. Ltd ("the Company") operates a discovery and listing platform which allows Vendors to list, market and promote their goods, services, events and activities.
- B. The Vendor intends to list, market and promote its goods, services, events or activities on the Platform so that Users may discover the Vendor and, if they choose, contact or engage the Vendor directly.
- C. The Parties wish to enter into an arrangement whereby the Vendor lists its goods, services, events or activities on the Platform on the terms set out in this Agreement.
- D. This Agreement and the terms herein govern the Vendor's access and use of the Platform.
- E. The Company does not sell, supply, deliver, fulfil or provide any of the goods or services listed on the Platform, does not process payments between Users and Vendors, and is not a party to any transaction, contract, arrangement or dealing between the Vendor and any User.

In consideration of the mutual undertakings herein, and intending to be legally bound, the parties hereto agree as follows:-

1. OBLIGATIONS

- 1.1 This Agreement is to be read along with and supplements the Company's Terms and Conditions and Privacy Policy. By entering into this Agreement, the Vendor agrees to be bound by this Agreement, the Terms and Conditions and the Privacy Policy.
- 1.2 As a precondition to the use of the Platform, the Vendor consents to the collection of their personal data and specifically authorises the Company to use, store or otherwise process their data or information to facilitate the use of the Platform, and such permission shall cease upon the withdrawal of such consent or at the end of the Term of this Agreement. Personal data may be transmitted to any third party for the purpose of them providing the desired service, subject to the requirements of the Privacy Policy.
- 1.3 The Platform is provided on an "as is where is" and "as available" basis. The Company does not guarantee that the Platform is fault free, continuous or uninterruptable, nor provide any other warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Platform.
- 1.4 The Company does not endorse, sponsor, certify or guarantee the quality, safety, accuracy or availability of the Platform or any service provided by a third party. The Company shall not be liable for any technical problems or issues which impede, disrupt or restrict all or any use of the Platform. In no event shall the Vendor have any claim against the Company for any liability, loss or damages arising from the inability to use the Platform.
- 1.5 The Vendor agrees that it will not:
 - 1.5.1 use the Platform other than in accordance with this Agreement;

- 1.5.2 access, tamper with, or use the non-public areas of the Platform (including content storage), the Company's computer systems, or the technical delivery systems of other Vendors;
 - 1.5.3 disable, interfere with, or try to circumvent any of the features of the Platform relating to security, or probe, scan or test the vulnerability of any of the Company's systems;
 - 1.5.4 use the Platform or create an Account for unlawful purposes or contravene, violate or flout any law, order, rule or regulation of the Republic of Singapore or any jurisdiction elsewhere;
 - 1.5.5 allow, assist or conspire with any third party including the Company's competitors to breach any of the obligations in clause 1.5.
- 1.6** Nature of the Platform. The Platform is a discovery and listing service only. The Company does not sell, supply, deliver, fulfil, arrange or provide any goods or services listed on the Platform, and is not a party to any transaction, contract or dealing between the Vendor and any User.
- 1.7** Dealings outside the Platform. The Platform may display links or contact details allowing a User to contact the Vendor directly, including by telephone, messaging application, email, website or social media. All communication, dealings, transactions, payments, bookings and services arising from such contact are solely between the Vendor and the User. The Company has no involvement in, control over, or responsibility or liability for any such matter.
- 1.8** No endorsement or verification. The listing of a Vendor on the Platform does not constitute any endorsement, recommendation, verification, approval, certification or guarantee by the Company of the Vendor, or of the quality, safety, legality, accuracy or suitability of the Vendor's goods, services, premises, staff, licences or content.

2. TERM

- 2.1** This Agreement shall commence on the date of the Vendor's acceptance of this Agreement ("Effective Date") and shall continue for the period until this Agreement is terminated in accordance with the terms herein ("Term").

3. RELATIONSHIP

- 3.1** Except to the extent otherwise expressly provided in this Agreement, the relationship between the Vendor and the Company is that of independent contractors and not of employee, agent or fiduciary of the other Party. Neither Party has any right to make commitments for or on behalf of the other Party, or to bind the other Party by any act. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between the Vendor and the Company.
- 3.2** The Company shall have the right to advertise, list, promote and display on the Platform any third party's promotional texts, trademarks, product images or content, regardless of whether that third party is involved in a business which is identical to, similar to, or competes with the current or contemplated business of the Vendor.
- 3.3** The Vendor warrants that it has (a) the full legal capacity, authority and power to enter into and execute this Agreement, and (b) obtained all permission, licences, rights or releases to enter into this Agreement.
- 3.4** Authority to accept. The individual accepting this Agreement confirms that they are either (a) the owner, director or proprietor of the Vendor, or (b) a representative authorised by the owner, director or proprietor to enter into this Agreement on the Vendor's behalf. That individual warrants that they have full authority to bind the Vendor, and the Vendor is bound by this Agreement regardless of any internal limitation on that individual's authority.
- 3.5** Licences, permits and approvals. The Vendor is solely responsible for obtaining and maintaining all licences, permits, registrations, certifications and approvals required by law for its business and for the goods, services, events or activities it lists. The Company does not verify, check or monitor any of the foregoing. The Vendor indemnifies the Company against all losses, claims, penalties and costs arising from the Vendor's failure to hold any such licence, permit, registration, certification or approval.
- 3.6** Verification. The Company may require the Vendor to provide such information and documents as the Company considers necessary from time to time to verify the Vendor's identity, registration, authority or eligibility to list on

the Platform, both before and at any time after acceptance of this Agreement. The Company may refuse, suspend or remove any Vendor or listing where such information or documents are not provided, or where the Company is not satisfied with them. The Vendor warrants that all information and documents provided are true, accurate and current.

- 3.7 Acceptance at the Company's discretion. Listing on the Platform is at the Company's sole discretion. The Company is under no obligation to accept any applicant, or to give reasons for declining an application, and may decline any application whether or not the applicant has provided all information and documents requested.

4. FEE STRUCTURE AND PAYMENT

- 4.1 Any fees, commissions, subscription charges or other amounts payable by the Vendor ("Vendor Fees") are as displayed on the Platform from time to time. The version displayed on the Platform at the relevant time is the definitive version and prevails over any other statement of fees. The Company may introduce or revise Vendor Fees by updating that display and giving the Vendor not less than thirty (30) calendar days' written notice before the change takes effect.
- 4.2 Where Vendor Fees are payable, payment is due immediately at the time of the transaction and is processed through the Company's third party payment service provider. The Company does not offer credit terms, invoicing, deposits or prepaid balances. Settlement may be subject to standard banking and payment processing times. All payment obligations are non-cancellable, non-refundable and non-transferable, except where required by law. This includes where any listing, promotion, placement, product or service is rejected, removed, suspended, not published or withdrawn by the Company, whether before or after payment has been made.
- 4.3 Where the Platform offers any paid feature, the Company partners with Monetary Authority of Singapore (MAS) approved and regulated third party payment service providers for the purpose of collecting payment. By making any payment, the Vendor also agrees to the terms and conditions of the relevant payment service provider.
- 4.4 Free access. The Company may provide access to the Platform free of charge, on a promotional basis, or at a reduced rate, for any period it determines. Any such arrangement does not create an entitlement to continued free or reduced-rate access, and may be varied or withdrawn by the Company on not less than thirty (30) calendar days' written notice.

5. CONTENT

- 5.1 The Vendor warrants that it is the legal and beneficial owner of all images, information, content, material, illustrations, videos, photographs and data ("Content") in relation to the Vendor's products and services provided to the Company in connection with advertising, listing or marketing of its goods or services on the Platform.
- 5.2 The Vendor will be granted access to post Content on the Platform by way of an account ("Vendor's Account"). The Vendor may permit its own employees or authorised representatives to access the Vendor's Account. The Vendor remains fully responsible for all activity carried out under its Account, whether by the Vendor or by any person the Vendor permits to access it, and for keeping its login credentials secure. The Vendor agrees and acknowledges that it has read the Company's Terms and Conditions and Privacy Policy and shall be bound by the terms therein.
- 5.3 Access to certain parts of the Platform is restricted. You may access only those parts for which you have been granted authorisation, and only in the manner permitted.
- 5.4 The Vendor's Account, and any listing, promotion or placement associated with it, may not be sold, transferred, assigned, sub-licensed or otherwise made available to any other person or entity. Where there is any change in the ownership, control or management of the Vendor's business, or any change to the information the Vendor has provided to the Company, the Vendor shall notify the Company and update its Account details as soon as reasonably practicable. Where the Vendor ceases operations permanently, the Vendor shall notify the Company so that its listings may be removed from the Platform.
- 5.5 The Vendor hereby grants the Company a world-wide, non-exclusive, royalty-free licence to reproduce, modify, adapt, create derivative works from, distribute, display, assign, transmit, truncate and otherwise use the Content,

the Vendor's name, intellectual property, trademarks, service marks and logos as reasonably anticipated to fulfil the Company's obligations under this Agreement, including without limitation a non-exclusive, royalty-free right and licence to establish a link to the home page of the Vendor's internet site, where applicable.

- 5.6** This Agreement does not give either party any ownership rights or interest in the other party's existing trade name, trademarks, service marks, copyright or any other proprietary or publicity rights except as expressly provided herein.
- 5.7** The Company may refuse to publish or upload any Content that does not comply with or is in violation of the limitations and obligations of this Agreement.
- 5.8** The Vendor warrants that all Content:-
- 5.8.1 will be truthful, accurate and not misleading;
 - 5.8.2 will not be obscene, defamatory, libellous, discriminatory, slanderous, profane, indecent or unlawful (which the Company shall have the sole right to define);
 - 5.8.3 will not infringe, violate, flout or misappropriate third party rights, including but not limited to copyrights, trademarks, service marks or any other proprietary, personal, publicity or privacy right;
 - 5.8.4 does not constitute political advertising or political speech (which the Company shall have the sole discretion to define);
 - 5.8.5 will not facilitate or promote gambling, or the sale or use of liquor, tobacco, firearm products or illicit drugs;
 - 5.8.6 will not facilitate, promote or forward illegal contests, unlawful gambling activities or lotteries, pyramid schemes or chain letters;
 - 5.8.7 will not cause the Company or any of its related entities, affiliates or subsidiaries to be in breach or potential breach of any code, directive, law or regulation in Singapore, including the Personal Data Protection Act 2012;
 - 5.8.8 will not offend public standards of morality or decency;
 - 5.8.9 will comply with all applicable laws, statutes, regulations and ordinances, including any applicable technology control or export laws and regulations;
 - 5.8.10 will not be contrary to any policies of the Company or contracts entered into between the Company and third parties;
 - 5.8.11 will not promote or contain any viruses, corrupted files, cracks or other materials that are intended to or may damage or render inoperable any software, hardware or security measures of the Platform or of any person using the Platform;
 - 5.8.12 will not depict, sexualise, endanger or exploit any person under the age of 18;
 - 5.8.13 will be owned by the Vendor and will not include stock images, images of other businesses' premises, products, staff or customers, or any material the Vendor does not have the right to use; and
 - 5.8.14 will not misrepresent the Vendor's licences, certifications, accreditations, dietary or religious status, charity status, or any endorsement or approval it has or claims to have.
- 5.9** The Company shall remove any Content that is, it believes or is deemed to be in breach of clause 5.8 at any time without giving notice to the Vendor.
- 5.10** Review of Content. The Company carries out such checks on Content as it considers appropriate but does not undertake to review, and cannot review, every item of Content submitted to or displayed on the Platform. The Vendor remains solely responsible for all Content it submits, and for ensuring that Content complies with clause 5.8 at all times, including after publication.
- 5.11** Aggregated data. The Company may compile, analyse and publish aggregated and anonymised data derived from use of the Platform, including User numbers, listing views, search activity, click-throughs and engagement

statistics, and may share such data with third parties including prospective vendors, partners, advertisers, service providers and investors. Such data will not identify any individual User, and the Vendor consents to the inclusion of data relating to its listings in such aggregated data.

6. VENDOR'S OBLIGATIONS

- 6.1** The Vendor is solely responsible for all goods and services it supplies to any person, and for all loss, claims, damages and liabilities arising from them, including any claim for personal injury or death. This applies regardless of whether that person first became aware of the Vendor through the Platform, and regardless of where or how the goods or services were supplied. The Company shall not be liable to any User or third party for the acts, omissions or negligence of the Vendor.
- 6.2** Accuracy of listings. The Vendor shall ensure that all listing information, including opening hours, address, contact details, prices, availability, event dates and descriptions, is accurate and kept up to date at all times. The Vendor shall promptly correct or remove any listing information which becomes inaccurate. The Company is not responsible for any loss suffered by any person as a result of inaccurate or out-of-date listing information.

7. MARKETING

- 7.1** The Company's licence to use the Content includes the right to use and share the Content, and the Vendor's name and logo, for public relations, marketing and promotional purposes in connection with the Platform, including on the Company's own channels and on third party channels and social media. The Company will use reasonable efforts to notify the Vendor of significant campaigns featuring the Vendor. The Vendor may object to any particular use by written notice, and the Company will cease that use within a reasonable period.

8. NO WARRANTIES AND LIMITATION OF LIABILITY

- 8.1** The Company does not make any warranties, express or implied, of any kind in relation to the Platform or matters in connection with this Agreement. All implied warranties of any kind are excluded to the maximum extent permitted by law.
- 8.2** The Company hereby disclaims all representations, warranties and conditions, express or implied, of fitness for a particular purpose, merchantability, title, performance, non-infringement, non-interference, informational contents, accuracy, compatibility, system, integration, security and condition or operation of the Platform and/or the technology deployed in connection therewith. In addition, the Company makes no representation or warranty regarding any level of exposure to the Content, including without limitation traffic on the Platform, or that the operation of the technology used to publish the Content on the Platform will be uninterrupted or error free.
- 8.3** Save for any breach of the terms of this Agreement, the Company and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents shall not be liable to the Vendor or any third party, in any circumstances or legal theories whatsoever, for any loss of business, liabilities, costs, expenses, losses, demands, claims, third party claims, profits or goodwill, or for any indirect, special, incidental or consequential damages of any character, even if it or they are aware of the risk of such damages.
- 8.4** Without prejudice to clause 8.3, the Company's aggregate liability in respect of all claims in connection with this Agreement shall not exceed the total Vendor Fees paid by the Vendor to the Company in the six (6) months preceding the date the claim arose, subject to a maximum of five hundred Singapore dollars (SGD 500). Where no Vendor Fees have been paid, the Company's aggregate liability shall not exceed one hundred Singapore dollars (SGD 100).
- 8.5** The Vendor undertakes to indemnify and hold harmless the Company from any loss of business, liabilities, costs, expenses, losses, demands, claims, third party claims, profits or goodwill, or any direct, indirect, special, incidental or consequential damages of any character, as a result of the Vendor's acts, negligence or omissions arising out of or in connection with this Agreement.

- 8.6** Nothing in this Agreement excludes or limits any liability which cannot be excluded or limited under the laws of Singapore.

9. CONFIDENTIALITY

- 9.1** Each Party undertakes that it will maintain and treat in confidence the terms of this Agreement and all other confidential information, whether of a technical or business nature or otherwise, relating in any manner to the business or affairs of the other Party which it may receive in connection with this Agreement, and shall not divulge or disclose the same to any third party, and will allow access to the same to its own staff only on a “need to know” basis, except to the extent that any such information becomes public through no fault of that Party or is required to be disclosed pursuant to law, regulatory authority or administrative agency. The obligations and restrictions in this clause shall survive for a period of two (2) years from termination or expiry of this Agreement.
- 9.2** Clause 9.1 shall not prohibit disclosure or use of any information if and to the extent:
- 9.2.1 the information becomes generally known to the public other than by a breach of this Agreement;
 - 9.2.2 all parties have given prior written approval to its disclosure or use;
 - 9.2.3 the disclosure or use is required pursuant to any applicable laws or any competent governmental or statutory authority, or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body;
 - 9.2.4 the disclosure or use is required pursuant to any legal process issued by any court or tribunal, whether in Singapore or elsewhere; or
 - 9.2.5 the disclosure is made by one of the Parties to their respective bankers, financial advisers, consultants, representatives and legal or other advisers for the purpose of giving effect to this Agreement.
- 9.3** For the purposes of this clause, confidential information generally refers to information not available to the public, and includes but is not limited to:-
- 9.3.1 information relating to either party or its officers, employees, agents and representatives;
 - 9.3.2 trade secrets, business plans, copyrights, logos, trademarks, financial and operational information, and membership lists;
 - 9.3.3 information regarded as confidential by a reasonable business person;
 - 9.3.4 information relating to the existence and provisions of, or the negotiations leading to, this Agreement or any other transaction document;
 - 9.3.5 any information known to either party to be confidential; and
 - 9.3.6 information relating to the Platform, including but not limited to information pertaining to the Content and to yet-to-be-announced campaigns and promotions.

10. FORCE MAJEURE

- 10.1** Neither Party shall be liable for any failure to perform, or delay in performing, any obligation under this Agreement if the failure or delay results from any circumstance beyond its control and without its fault or negligence, including without limitation acts of God, strikes, lockout, riots, acts of terrorism, war, epidemic, pandemic, communication line failures and power failures.
- 10.2** In the event of a Force Majeure pursuant to clause 10.1 which extends beyond a period of one (1) month, either Party may give at least fourteen (14) calendar days’ written notice to the other Party to terminate this Agreement. The Agreement shall be terminated upon receipt of such notice.

11. COLLECTION OF DATA

- 11.1** Where a User contacts the Vendor directly or engages the Vendor’s goods or services, any personal data the Vendor collects from that User is collected by the Vendor in its own right and for its own purposes. The Vendor is

independently responsible for complying with the Personal Data Protection Act 2012 and all other applicable data protection laws in respect of that personal data. The Company's Privacy Policy does not apply to, and the Company has no responsibility for, the Vendor's collection, use or disclosure of such personal data.

- 11.2** The Vendor undertakes to indemnify and hold harmless the Company from all losses, claims, damages, liabilities and penalties arising out of the Vendor's breach of clause 11.1, including the Vendor's breach of the Personal Data Protection Act 2012.

12. TERMINATION

- 12.1** This Agreement shall commence on the Effective Date and continue for the duration of the Term until terminated by either Party as outlined in this Agreement.
- 12.2** Without prejudice to any of the Company's rights herein, the Company has the right to terminate this Agreement without cause upon twenty (20) calendar days' written notice to the Vendor.
- 12.3** Removal of listings. The Company may at any time, at its sole discretion and without giving reasons, remove any listing, Content, or part of a listing from the Platform, with or without notice and with immediate effect. This right applies whether or not the Vendor is in breach of this Agreement, and does not terminate this Agreement.
- 12.4** Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a breach of any term of this Agreement which breach is irremediable, or, if such breach is remediable, fails to remedy that breach within a period of ten (10) calendar days after being notified in writing to do so.
- 12.5** Upon the termination of this Agreement, the Company shall, within fourteen (14) calendar days of the date of the notice of termination:
- 12.5.1 remove all the Content from the Platform; and
 - 12.5.2 destroy and delete the Content from the Company's devices, cloud storage or servers.
- 12.6** Upon termination of this Agreement, the Vendor's Account shall be revoked with immediate effect, and the Vendor shall cease all use of the Company's confidential information and shall not reproduce, use or retain it in any manner.
- 12.7** The following shall survive the termination of this Agreement: all liabilities accrued prior to the effective date of termination, and clauses 5.5, 5.6, 6.1, 8, 9, 11 and 13.

13. ENTIRE AGREEMENT, MODIFICATION AND NOTICE

- 13.1** This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior discussions, agreements, communications, representations and understandings, whether written or oral, relating to the subject matter herein.
- 13.2** If any term or provision in this Agreement shall be held by any court or other competent authority to be void, illegal or unenforceable, in whole or in part, under any enactment or any rule or principle of law, such term or provision shall to that extent be deemed not to form a part of this Agreement, but the legality, validity and enforceability of the remaining terms of this Agreement shall not be affected.
- 13.3** The Company may amend this Agreement from time to time by publishing the updated Agreement on the Platform and notifying the Vendor by email or in-app notification. Amendments take effect thirty (30) calendar days after notification, or immediately where the amendment is required by law or by a regulatory authority. The Vendor's continued use of the Platform after that date constitutes acceptance of the amended Agreement. If the Vendor does not accept an amendment, its sole remedy is to terminate this Agreement in accordance with clause 12.
- 13.4** Notices. Any notice under this Agreement shall be in writing and may be given by the Company to the Vendor by email, by notification within the Platform, or through the Vendor's account, using the contact details provided by

the Vendor. Any notice from the Vendor to the Company shall be given by email to contact@pottu.com.sg. It is the Vendor's responsibility to keep its contact details current.

- 13.5** Language. Where the Platform makes content available in Tamil or any other language, that content is provided for convenience only. Such content may be produced using automated or machine translation and may be inaccurate, incomplete, outdated or misleading. The English version of all content, listings, notices and communications is the official version and prevails in the event of any inconsistency. This Agreement, the Terms and Conditions and the Privacy Policy are provided in English only. The Company gives no warranty as to the accuracy of any translated content and accepts no liability for any loss, including financial loss, arising from reliance on it.
- 13.6** Assignment. The Company may assign, transfer or novate this Agreement, in whole or in part, to any related corporation or to any person acquiring all or substantially all of the Company's business or assets, without the Vendor's consent. The Vendor may not assign or transfer this Agreement without the Company's prior written consent.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1** This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties submit to the exclusive jurisdiction of the courts of the Republic of Singapore in respect of any matter arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination.
- 14.2** Before commencing any legal proceedings, the parties shall first attempt in good faith to resolve the dispute by contacting the Company at contact@pottu.com.sg. Where the dispute is not resolved within thirty (30) calendar days, either party may refer it to mediation at the Singapore Mediation Centre in accordance with its mediation procedure in force at the relevant time, and failing resolution, either party may commence proceedings in the courts of Singapore.

15. NO IMPLIED WAIVER

- 15.1** No failure on the part of any Party to exercise, and no delay on their part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof or be sufficient to raise an estoppel against such Party or in favour of the other Party, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 15.2** The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights and remedies, whether provided by law or otherwise.
- 15.3** Any provision or breach of any provision of this Agreement may be waived only if the relevant Party so agrees in writing. Any waiver or consent given by the relevant Party under any provision of this Agreement must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by that Party, and shall be effective only in the instance and for the purpose for which it is given.

16. THIRD PARTY RIGHTS

- 16.1** Except where a person or entity is referred to herein or has the benefit of this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy any term of this Agreement.

17. ACCEPTANCE

- 17.1** The Vendor accepts this Agreement by ticking the acceptance box and clicking "I ACCEPT" on the Platform. That action constitutes the Vendor's electronic signature and creates a binding agreement between the Parties with effect from that date, and has the same legal effect as a signed written agreement. The Company will record the date and time of acceptance, the account details of the accepting user, and the version of this Agreement accepted.

- END -

Last Updated 29 July 2026