

FORM OF F&B USER LICENCE AGREEMENT

This Agreement is made on _____ between:

1. [_____] (_____) a company (the "Entity") incorporated under the laws of Singapore whose registered office is at [_____]; and
2. [_____] (the "F&B Licensee") a [company/corporation] registered under the laws of Singapore whose registered office is at [_____].

WHEREAS:

- A Singapore Dining Butler Private Limited (the "Owner") is the distributor of the Software (defined below), Documentation (defined below) and Trademarks (defined below);
- B The "Entity" is the reseller of the Software (defined below), Documentation (defined below) and Trademarks (defined below);
- C The Trademarks are unique, extraordinary, and valuable and has acquired and established outstanding reputation and goodwill;
- D The Reseller was assigned rights by the Owner for the express purpose of holding and exercising the exclusive right (a) to use, market and distribute the Software, including all Documentation, within Singapore, (b) to promote the Software and Trademarks and goodwill to F&B User licensees; and (c) to use the Trademarks for advertising, distribution and promotion of the Software;
- E The F&B user Licensee wishes to obtain a non-exclusive and non-transferable license of the Software and Trademarks for use in connection with the Software;
- F The Reseller and the F&B User-Licensee desire to safeguard, promote and maintain the good will and excellent reputation for quality now associated with the Software and desire to safeguard and maintain the Trademark; and

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Confidential Information" means non-public information and trade secrets.

"Documentation" means those printed or online instructions, training manuals, standard operating procedures, screens and diagrams distributed or otherwise provided by the

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Licensor that pertain to the Software.

"Parties" means the parties to this Agreement.

"Software" means means the operating software named "Dining Butler" developed by Dining Butler Limited (UEN: 201606696K), including modifications, enhancements, upgrades, and new versions and releases or any component of the Software.

"Trademarks" means collectively all the trademarks, trade names, product names, slogans, logos and service marks listed in Schedule A (*Trademarks*) and any packing trade dress used in connection with such Trademarks.

1.2 Construction and Interpretation

1.2.1 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

1.2.2 Unless the context otherwise requires,

- (i) Any reference in this Agreement or the Schedules to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement, so far as such modification or re-enactment applies or is capable of applying to any transactions entered into under or in connection with this Agreement.
- (ii) The words "written" and "in writing" include any means of visible reproduction.
- (iii) References to the "Appendix", "Clauses", "Recitals" and the "Schedule" are to the appendix to, the clauses and recitals of and the schedule to, this Agreement.
- (iv) The words (including words defined in this Agreement) denoting the singular number only shall include the plural and vice versa;
- (v) The words importing the masculine gender shall include the feminine and neuter genders.
- (vi) The words importing a person shall include a company or firm and vice versa.

2. F&B USER LICENCE

2.1 F&B User License

Subject to the other terms and conditions of this Agreement, the Reseller hereby grants to the F&B User Licensee, and the F&B User Licensee hereby accepts, an non-exclusive, nontransferable license to:

- 2.1.1 use the Software, including all Documentation, Trademarks and goodwill provided by the Owner; and
- 2.1.2 use the Software and Trademarks in Singapore.

2.2 Ownership

2.2.1 All proprietary rights and goodwill in the Software, Documentation and Trademarks shall inure to the benefit of the Owner and not the F&B User Licensee.

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2.2.2 The F&B User Licensee agrees that the Owner shall have and retain sole and exclusive ownership of all rights, title and interest, including all intellectual property rights, in and to the Software, Documentation and Trademarks used by the F&B User Licensee to identify the Software.

2.2.3 This Agreement does not provide the F&B User Licensee with title or ownership of the Software, Documentation and Trademarks, but only the right to use the Software and the Documentation and Trademarks in the manner set forth in this Agreement.

2.3 Territorial Limit

The F&B User Licensee shall not use the Software, Documentation or Trademarks outside Singapore.

3. PROVISIONS RELATING TO THE USE OF THE TRADEMARK

3.1 The F&B User Licensee may use the Trademarks on the Software utilized by the F&B User Licensee and on all websites, menus, labeling, packaging, advertising and promotional materials used in connection with the Software. The F&B User Licensee may use the Trademarks and any of its own trademarks on the same websites, menus, labels, packages, advertising and promotional materials in a manner not detrimental to the Owner's ownership of and goodwill in the Trademarks.

3.2 The F&B User Licensee covenants that all of the F&B User Licensee's advertising and promotional material associated with the Trademarks shall be of a high standard and quality to reflect favorably upon the businesses of both the Reseller and the F&B User Licensee and the goodwill associated with the Trademark.

3.3 The Entity shall have the right of inspection and the right to receive from the F&B User Licensee a reasonable number of samples of promotional and advertising material, upon reasonable notice to the F&B User Licensee. If it is determined through reasonable inspection that any of the advertising and promotional materials used in connection with the Software are not of a high standard and quality, the F&B User Licensee agrees to cooperate with the Entity in facilitating a return of such materials to such standard and quality acceptable to the Owner.

3.4 The F&B User Licensee agrees that it will not take or omit taking any action that may be inconsistent with the Owner's ownership of the Trademarks and shall not claim adversely to the Owner, or assist any third party in attempting to claim adversely to the Owner, in respect of such ownership. The F&B User Licensee agrees that it will not challenge the title of the Owner to the Trademarks, oppose any registration thereof, or challenge the validity of this Agreement or the F&B User license granted pursuant to this Agreement. Furthermore, the F&B User Licensee will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Trademarks.

3.5 The F&B User Licensee shall also use its best endeavors to enforce and/or act against all infringements or potential infringements of any Trademark and in situations where it is unable to do so, promptly inform the Reseller.

3.6 The F&B User Licensee shall not use the Trademarks as part of its company or business name and shall not use the Trademarks in any way except to distribute the Software.

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4. TERM OF LICENCE

4.1 Term

Unless earlier terminated, the F&B User license and the rights granted pursuant to this Agreement shall remain in force till termination.

4.2 Termination

Either Party may terminate this Agreement at any time in the event of:

4.2.1 a breach by the other party of any of the terms and conditions stated in this Agreement; or

4.2.2 any misconduct on the part of the other Party which is deemed detrimental to its best interests,

provided that prior written notice of the alleged breach or misconduct is delivered to the offending Party and the offending Party fails to cure its default within 30 days from receipt of such notice. Thereafter, without prejudice to the legal rights and recourses of the aggrieved Party, termination may be effected by way of a prior written notice of 30 days from the aggrieved Party to the offending Party.

4.3 Effect of Termination or Expiration

Upon expiration or termination of this Agreement, the F&B User Licensee shall promptly:

4.3.1 take all action necessary to transfer and assign to the Owner, or its nominee, any right, title or interest in or to any of the Software, Trademarks and Documentation, and the goodwill related thereto, which the F&B User Licensee may have acquired in any manner as a result of the marketing and distribution of the Software under this Agreement;

4.3.2 cease using any Software, Documentation and Trademark;

4.3.3 arrange for the transfer to the Owner, or to a nominee of the Owner, of any registration of the Software, Documentation and Trademarks in the Licensed Territory which are in the name of the F&B User Licensee.

4.4 The F&B User license granted to the F&B User Licensee pursuant to Clause 2 (F&B User *license*) shall terminate upon the termination of this Agreement.

5. TERM OF USE

5.1 There will be a transaction fee by the payment gateway if the F&B customer chose to pay via mobile. The transaction fee will be based on the payment gateway, <https://www.adyen.com/our-solution/pricing>

5.2 The Owner will implement a fee of 5 cents per transaction, capped at the amount of 250 Singapore Dollars (5000 transactions) per month at a later date, notice will be issue 3 months before implementation. Transaction occurred before the official date of implementation would not be charged.

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- 5.3** The Owner will transfer the payment collected on behalf of the F&B Licensee within 7 working days. Late payments by the Entity shall incur interest at the rate of 1% per month from the date such payments were originally due.
- 5.4** The F&B Licensee will transfer any payment due to the Owner within 30 days from the date of invoice to the F&B Licensee designated email address. Late payments by the F&B Licensee shall incur interest at the rate of 1% per month from the date such payments were originally due. If payment is delayed for more than 30 days, the Owner have the right to suspend the usage of the Software.
- 5.5** The F&B Licensee can purchase ala-carte hardware and technical support from the Owner at the rates mentioned in Schedule B

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents and warrants to and for the benefit of the other Party as follows:

- 6.1.1 it has the capacity, power and authority to enter into, exercise its rights and perform and comply with its obligations under this Agreement;
- 6.1.2 all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to:
- 6.1.3 enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement; and
- 6.1.4 ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
- 6.1.5 its obligations under this Agreement are valid, binding and enforceable in its jurisdiction of incorporation;
- 6.1.6 its entry into, exercise of its rights and/or performance of or compliance with its obligations under this Agreement do not and will not:
- (i) violate any agreement to which it or any of its subsidiaries) is a party or which is binding on any of them or their respective assets; or
 - (ii) result in the existence of, or oblige any of them to create, any security over those assets.

7. COMPLIANCE WITH LAWS

7.1 The F&B User Licensee shall in its business affairs and in performing its obligations under this Agreement comply with all regulations and laws prevailing in Singapore.

8. CONFIDENTIALITY

8.1 Subject to Clause 7.1, all Confidential Information given to the F&B User Licensee by the Entity shall be solely for the F&B User Licensee's own use, shall remain confidential, and shall not be disclosed to any other person without prior written consent of the Owner, unless as required by an order of a court or government agency of competent jurisdiction.

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- 8.2** The disclosure of Confidential Information is permitted to those persons to whom the Owner deems such disclosure is necessary for the purposes of distributing and operating the Software (the “**Third Parties**”), provided always that the F&B User Licensee requires that such Third Parties agree not to disclose the Confidential Information other than for the purposes of distributing and operating the Software.
- 8.3** If any of such Third Parties disclose or use any Confidential Information other than for the purposes of distributing and operating the Software, the F&B User Licensee will take such steps, at the F&B User Licensee’s sole cost and expense, as may be required to prohibit such disclosure, and at the direction of the Owner and at the F&B User Licensee’s sole cost and expense, commence or cooperate in any action required to recover damages, with respect to such disclosure.
- 8.4** Any breach by the F&B User Licensee or any Third Parties of this Clause 13 (*Confidentiality*) will cause irreparable injury to the owner, and, therefore, in addition to any other legal remedies available to the Owner, the Owner shall have the right, at the F&B User Licensee’s sole cost and expense, to obtain injunctive relief against the continuation by the F&B User Licensee or such other persons of any breach of this provision, and a decree for specific performance of the terms of this Agreement. In the event of any breach by the F&B User Licensee or any Third Parties, the Owner shall have the right to obtain injunctive relief against the continuation of such breach without the necessity of showing any actual damage.

9. INDEMNITY

- 9.1** The F&B User Licensee agrees to indemnify and hold harmless the Owner from and against any and all claims, liabilities, costs, damages and expenses, including legal counsel's fees and accrued costs incurred by the Owner in connection with or arising from:

9.1.1 any breach by the F&B User Licensee of any of its covenants contained in this Agreement; and

9.1.2 any breach of any representation or warranty of the F&B User Licensee contained in this Agreement.

- 9.2** The Owner agrees to indemnify and hold harmless the F&B User Licensee from and against any and all claims, liabilities, costs, damages and expenses, including legal counsel's fees and court costs, incurred by the F&B User Licensee in connection with or arising from:

9.2.1 any breach by the Owner of any of its covenants contained in this Agreement; and

9.2.2 any breach of any representation or warranty of the Owner contained in this Agreement.

10. RELATIONSHIP OF PARTIES

The F&B User Licensee is an independent contractor of the Owner and nothing contained in this Agreement shall be construed to constitute either Party as a partner, joint venture, co-owner, employee, or agent of the other Party, and neither Party shall hold itself out as such. Neither Party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both Parties that each shall remain an

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independent contractor responsible for its own actions.

11. NON-WAIVER

11.1 No failure to exercise and no delay in exercising on the part of a Party any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege.

11.2 No single or partial exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege, or any other right, power or privilege.

12. ASSIGNMENT

No Party may assign or transfer all or part of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

13. VARIATION

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties.

14. COSTS

Each Party shall bear its own legal and other costs and expenses incurred by it in connection with the negotiation, preparation or execution of this Agreement.

15. SEVERABILITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

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

17. NOTICE

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement or in connection therewith shall be given or made in writing and delivered personally or sent by prepaid registered airmail with recorded delivery, or by email addressed to the intended recipient thereof at its address referred to below or email address referred to below (or to such other address or email address as any Party may from time to time notify the others). Any such notice, request, demand or communication shall be deemed to have been duly served (if given or made by email) immediately and in proving the same, it shall be sufficient to show that a successful transmission receipt has been received or (if given or made by letter) three days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

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The addresses and email address of the Parties for the purposes of this Agreement are:

The F&B User Licensee

Address :
Attention :
Email :

The Entity

Address :
Attention :
Email :

18. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the Laws of Singapore, and Parties agree to submit to the exclusive jurisdiction of the Singapore courts, without regard to principles of conflict of laws thereunder.

19. MEDIATION

Any dispute arising out of or in connection with this agreement must be submitted for mediation at Singapore in accordance with Singapore in force for the time being. Either/any party may submit a request to mediate to Singapore upon which the other party will be bound to participate in the mediation within [30 days] thereof. Every party to the mediation must be represented by [senior executive personnel, of at least the seniority of a Head of Department] or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by [_____]. The mediation will take place in [_____] in the [English] language and the parties agree to be bound by any settlement agreement reached.

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SCHEDULE A

Logo



Slogan

The smarter way to be served

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SCHEDULE B

Note: Schedule B is not binding to contract and subjected to changes.

Dining Butler hardware packages

<u>DB Lite (Package A) - \$1100</u>	<u>Quantity</u>	<u>Total Price</u>
1 x Epson Ethernet Printer (TM-T82)		
1 x Android Box		
1 x Waiter Screen 15 inch		
1 x Kitchen Screen 15 inch		
Upgrade to Epson TM-T88v at \$250 per package		
Grand Total		
Remarks:		
<u>DB Lite (Package B) - \$800</u>	<u>Quantity</u>	<u>Total Price</u>
2 x Epson Ethernet Printer (TM-T82)		
1 x Android Box		
Upgrade to 1 x Epson TM-T88v at \$250 per package		
Grand Total		
Remarks:		
<u>DB Full (Package C) - \$1500</u>	<u>Quantity</u>	<u>Total Price</u>
1 x Android Tablet 15 Inch (POS Screen)		

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1 x Keyboard		
1 x Epson Ethernet Printer (TM-T82)		
1 x Cash Drawer with RJ-11		
1 x Android Box		
1 x Waiter Screen 15 inch		
1 x Kitchen Screen 15 inch		
Upgrade to 1 x Epson TM-T88v at \$250 per package		
Grand Total		
Remarks:		
<u>DB Full (Package D) - \$1250</u>	<u>Quantity</u>	<u>Total Price</u>
1 x Android Tablet 15 Inch (POS Screen)		
1 x Keyboard		
2 x Epson Ethernet Printer (TM-T82)		
1 x Cash Drawer with RJ-11		
1 x Android Box		
Upgrade to 1 x Epson TM-T88v at \$250 per package		
Grand Total		
Remarks:		

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<u>Ala carte</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
Epson Ethernet Printer (TM-T82) 	\$380		
Epson Ethernet Printer (TM-T88V) 	\$680		
Cash drawer with RJ-11 (410mm x 420mm x 110mm) 	\$100		
Android box* 	\$80		
Android Tablet (15 inch) * 	\$380		
8 port LAN Switch 	\$30		
CAT 5 LAN Cable 	\$1.50/m		

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<u>Mounting</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Price</u>
FC88881P - Table C-clamp 	\$145		
HTATC20 - Table C-clamp 	\$225		
FC8888SD - Pole Clamp 	\$85		
FC8888DP - Pole Clamp 	\$160		

*Note: Items marked with *(asterisk) denotes that the walk-in warranty will be covered by the Owner up to 6 months, unless otherwise stated.*

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Technical support

Off-site Support

- Phone, Email and Online are complementary for F&B licensee's usage.

On-site support

<u>On-site support</u>	<u>Cost</u>	<u>Duration</u>	<u>Additional Hours</u>
Within office hours <ul style="list-style-type: none"> • During Monday - Friday • 9 am to 6 pm 	\$120 per trip	3hrs	\$30 per hr after exceed 3hrs
After office hours <ul style="list-style-type: none"> • During Sat, Sun, Public Holiday, Eve of Public Holiday • 9 am - 10.30 pm OR • During Monday - Friday • 6.30 pm to 10.30pm 	\$150 per trip	3hrs	\$40 per hr after exceed 3hrs

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IN WITNESS whereof this **AGREEMENT** has been executed on the day and year first above written.

The F&B User Licensee

Signed by)
for and on behalf of)
[])
in the presence of:)

Owner

Signed by)
for and on behalf of)
[])
in the presence of:)

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