

NUREN.SG BUSINESS LISTING AGREEMENT

This Agreement is governed by Nuren.sg Business Listing Terms and Conditions, which terms are incorporated by reference. This Business Listing applies to all products / services listed on Nuren.sg effective on the same day of the account creation and shall auto renew every 12 months.

Payment mode:

*Online payment by Paypal/ Credit Card, auto renew every 12months

*All cheque should be made payable to:

<u>Account Name</u>	<u>Bank Name</u>	<u>Account No.</u>
Nuren (Singapore) Pte Ltd.	DBS	008-903770-6

*Direct payments into our bank account and email us your bank-in slip to singapore@nuren.co

Vendor shall at all times provide to Nuren.sg and keep Nuren.sg updated on the company address, contact person, phone number and others related changes.

Standard Terms & Conditions for Business Listing:

The Services

If you continue to use the site and/or services provided by the Company on the Site (Nuren.sg) after the date on which any amendments come into effect, you shall be deemed to have consented to be bound by the amended terms and conditions. In the event that you do not agree to the amendments, you shall not continue to sue the Site and/or Services.

Subscription Fee

Each vendor uses the site and/or services will be charge subscription fee in the form of yearly subscription. The fee structure will be based on the signed Nuren.sg application form.

By the Vendor

I represent that I am a duly authorized representative of the above noted Vendor and that my act of accept this agreement shall be a binding commitment of Vendor under the terms of this Nuren.sg Business Listing Terms and Conditions

In my capacity as representative of Vendor, I declare that:

- The Vendor has no debts that are past due and there are no financial constraints (liens, judicial decrees etc.) that might prevent the Vendor from completing its obligations under this agreement; and
- To the best of my knowledge, I have never, and none of the Vendor's employees have ever, been convicted of a felony.

Standard Cancellation & Termination of Listing / Platform:

The Vendor must write in to singapore@nuren.co 14days in advance for cancellation or termination of service.

All plan sign with 12months validity period, no refund or any kind of compensation if the service is cancel or terminate before expiry date.

The Nuren.sg Business Listing Application is collectively referred to herein as the "**Conditions**".

AND NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1. In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings :

Business Day	a day (excluding Saturdays and Sundays) on which banks generally are open for business in Kuala Lumpur, Singapore
Competitor	any private or corporate person, who directly or indirectly, engages in the sale of Goods on the internet in Singapore. For the avoidance of doubt, any person whose direct or indirect business is only partially similar to the aforementioned would still be deemed to be a Competitor
Handling Time	time for dispatch of every Good by the Vendor (excluding Sundays)
Conditions	means the general terms and conditions set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Vendor and Nuren.sg
Contract/ Agreement	the contract entered into between Nuren.sg and the vendor to use of Nuren.sg's platform ("Platform") for the business listing, purchase and sale of the vendor's Products / services to Members, howsoever formed or concluded. A Contract shall include any exhibits and documentation expressly referenced therein
Member	a member, who subscribe to Nuren.sg
In Writing/ Writ-ten	includes electronic mail to the e-mail address singapore@nuren.co and any comparable means of communication, so long as such form results in a permanent record being made
Intellectual Property	any patent, copyright, registered or unregistered design, design right, registered or unregistered trademark, service mark or other industrial or intellectual property right and includes applications for any of them
SGD	Singapore Dollar, being the lawful currency in Singapore.

1.2. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

2. BASIS OF THE CONTRACT

- 2.1. The use of the Platform by a Vendor for the sale of Products / services shall be subject to these Conditions, which shall govern all Contracts to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Vendor or in correspondence or elsewhere or implied by trade custom practice or course of dealing.
- 2.2. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Vendor and Nuren.sg.
- 2.3. Any typographical clerical or other error or omission in any acceptance, invoice or other document on the part of Nuren.sg shall be subject to correction without any liability on the part of Nuren.sg.
- 2.4. Upon Vendor's discovery that any requirement or provision of a Contract may conflict with any other requirement or provision, it is Vendor's responsibility to give Nuren.sg written notice of such alleged conflict for resolution by Nuren.sg in Nuren.sg's sole discretion. If Vendor proceeds without notification to Nuren.sg for resolution of such conflict, then all costs incurred in correcting Vendor's erroneous interpretation shall be for Vendor's account.

3. PARTNERSHIP

3.1. Provided that the Vendor adheres to the terms of the Contract, Nuren.sg agrees to feature the Vendor's Goods / Service for sale or list on the Platform.

- 3.2. Members would be able to purchase Products / services on the Platform. Nuren.sg shall process each order made by Members, as provided for herein and forward the processed orders to the Vendor. For the avoidance of doubt, each agreement entered into for the sale of Products / services shall be an agreement entered into between the Member and the Vendor direct. Vendor is responsible to monitor the Merchant Centre for the status of its Products / services.
- 3.3. The relationship of the Vendor and Nuren.sg established by each Contract shall be solely that of independent contractors. Nothing contained in this Agreement shall be construed to make one Party the agent for the other for any purpose, and neither of the Parties hereto shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other party.

4. FEES AND CHARGES

- 4.1. Selling Commission: Nuren.sg shall be entitled to receive a commission amounting to the percentages of the listing price of the Products / services sold to Members on the Platform as indicated in Application form. Nuren.sg reserves the rights to change the rates and will notify the Vendor of any changes in rates in writing.
- 4.2. Setup and Subscription Fees: Payment amount for Setup and Subscription Fees as indicated in Application form
- 4.3. Shipping Fees: in case Nuren.sg will take care of the shipping of Products / services, Vendor agrees to make payment based on the costs of shipping the goods as defined in clause Application form

5. SCOPE OF PRODUCTS / SERVICES

- 5.1. Upon agreed of this Contract, the Vendor shall submit to Nuren.sg a list of Products / services and pricing to allow Nuren.sg to determine and recommend which Products / services is suitable to be listed on the Platform. Nuren.sg and Vendor shall mutually agree to the Products / services listings and pricing before publishing the Products / services on the Platform.
- 5.2. Nuren.sg reserves the right to control the look and feel of the website and Products / services listings.
- 5.3. At any given point in time, Nuren.sg reserves the right to delist vendor's Products / services that may not contribute to the assortment or when the vendor is deemed operationally incapable.

6. INVENTORY AND PRICING OF GOODS

- 6.1. The Vendor shall be obliged to maintain an inventory of all Products / services sold on the Platform and maintain the Merchant Centre with an update of its inventory on a daily basis.
- 6.2. In the event that the Vendor reasonably anticipates that any Products / services sold on the Platform may go out of stock, the Vendor shall update the Merchant Centre accordingly.

7. SALE OF THE PRODUCTS / SERVICES ON THE PLATFORM

- 7.1. Upon receipt of an order for the purchase of Products / services, Nuren.sg shall process such orders and furnish the Vendor with details relating to the ordered Products / services via Merchant Centre. Vendor is responsible to maintain and check the Merchant Centre on the status of Products / services purchased.
- 7.2. After delivery of the Products / services, Vendor shall then update the status of the Merchant Centre in order for Nuren.sg to track the status of the delivery.
- 7.3. All agreements entered into between the Vendor and the Member for the sale Products / services on the Platform shall be entered into on the basis of Nuren.sg's return policy, which are contained on the Platform. In the event that this Agreement and Nuren.sg's return policy, which are contained on the Platform contradicts; the terms of these Conditions shall apply.
- 7.4. The Vendor is hereby put on notice that Nuren.sg reserves the right to change its terms and conditions of sale and its return policy at any time.
- 7.5. Nuren.sg shall receive and process all payments for Products / services purchased on the Platform. Except as to any sums that are owed to Nuren.sg, to a Member or to any other party, by the

Vendor by virtue of (i) a late dispatch cancellation, (ii) a return, (iii) the right of set-off, or (iv) for any other reason under this Agreement, Nuren.sg will **transfer to the Vendor on a bi-weekly basis all sums received from Members** for Products / services purchased on the Platform (hereafter the “net outstanding amount”), **provided the weekly net outstanding amount exceed RM50**. Where, as per the previous sentence, the weekly net outstanding amount does not exceed RM50, such net outstanding amount shall be carried over forward to the following week or subsequent weeks until such weekly cycle where the cumulated net outstanding amount exceeds the RM50 threshold. In the event that the cumulated net outstanding amount does not exceed the RM50 threshold by the end of the calendar month, then that cumulated net outstanding amount will be paid by Nuren.sg to the Vendor on the first payment cycle of the following month.

8. ORDER DISPATCHING AND CANCELLATIONS

- 8.1. Upon receipt of purchase orders on Merchant Centre, the Vendor shall be obliged to process each Member order such that all Products / services shall have a Handling Time of 2 Business Days. In case of delay, either materialized or foreseen, the Vendor shall be obliged to immediately inform Nuren.sg of the same in Writing on an immediate basis.
- 8.2. Vendor is expected to maintain a service level of 90% and above for within Handling Time dispatch.
- 8.3. Nuren.sg will cancel every order which has not been dispatched within 3Days after the Handling Time (hereafter “late dispatch cancellations”), in case the Members who are communicated the delay of the order, decide not to proceed anymore with the purchase.
- 8.4. In case of “late dispatch cancellations” of an order, Nuren.sg will refund the entire payment to the Member;
- 8.5. In case of a refund due to “late dispatch cancellations”, the Selling fee, and the eventual Shipping cost and Payment cost will be borne by the Vendor.

9. PRODUCTS / SERVICES PACKAGING

The Vendor shall be responsible for the entire packaging process and shall sustain all the costs connected with the process. The Vendor commits to apply to the Products / services packaging Nuren.sg stickers or other branding material provided by Nuren.sg. All costs for producing the branding material and for transferring it to the Vendor will be sustained by Nuren.sg.

10. SHIPPING OF THE PRODUCTS / SERVICES

- 10.1. Vendor agrees to always using Nuren.sg’s preferred local 3PL, and Nuren.sg reserves the right to change 3PL at its own discretion.
- 10.2. Where Nuren.sg or its 3PL is collecting from the Vendor, the Vendor shall:
 - 10.2.1.1. Ensure the Products / services are available for Collection during normal business hours, on the date and at the address noted in the Merchant Centre and Contract respectively; and
 - 10.2.1.2. Ensure the Products / services are only handed over to persons who are authorized by Nuren.sg to collect the Products / services, as verified by identifications.
- 10.3. Delivery of the Products / services shall be completed on the receipt of the Member’s signature.
- 10.4. Vendor agrees to paying Nuren.sg shipping fees based on the rates of the engage courier company. Nuren.sg reserves the rights to change the rates and will notify the Vendor of any changes in rates in writing.

11. MEMBER SERVICE

Nuren.sg shall forward to the Vendor all questions and complaints, which it may receive with regards to the Products / services. The Vendor shall revert to Nuren.sg on all such questions and complaints on or before the expiry of two days.

12. PAYMENT

- 12.1. The Vendor shall make payment of all invoices issued by Nuren.sg by means of telegraphic transfer or cheque on or before the expiry of seven (7) days from the date of the relevant invoice. All invoices issued by the Vendor shall be paid for in the same currency as contained in the invoice.
- 12.2. Any sums due to the Vendor hereunder may be applied by Nuren.sg as a set off against any sums owed by the Vendor to Nuren.sg, or against any claims of third parties against Nuren.sg arising from the Vendor's performance, whether under any purchase order or other document. At its sole discretion, Nuren.sg may withhold from payments to be made to the Vendor amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.
- 12.3. The Vendor shall be responsible for payment of all sales, use, excise, value-added, business, and other taxes, any taxes, which may be imposed on the basis of any revenue, income, net income, or capital and any taxes imposed in lieu thereof, and all duties, fees, or other assessments of whatever nature imposed by governing authorities or any jurisdiction applicable in connection with performance under the Contract. The Vendor shall release, defend, indemnify, and hold Nuren.sg harmless from and against any fines, penalties, costs (including attorney's fees and court costs), losses, damages, liabilities or (whether criminal or civil) claims, arising from, alleged to arise from, or in any way associated with the Vendor's failure to comply with the terms of this paragraph.

13. WARRANTIES

- 13.1. The Vendor warrants to Nuren.sg that all the Products / services sold on the Platform, whether manufactured, fabricated, or otherwise produced or provided by the Vendor or others, will:
 - 13.1.1. Correspond with their description and any applicable Specification including without limitation any description indicated on the Products / services packaging;
 - 13.1.2. Be of brand new and excellent quality;
 - 13.1.3. Where applicable, be free from defects in design, material and workmanship;
 - 13.1.4. Where applicable, have a "use-by" date or expiry date of no less than twelve (12) months from the date of Products / services listing.
 - 13.1.5. Not infringe the rights of a third party (including but not limited to registered trademark rights) by virtue of being made available, put on the market, exposed for sale, or sold in the Territory;
 - 13.1.6. Comply with, at Vendor's sole expense, all laws, regulations and regulatory regimes to the Products / services within the Territory; and
 - 13.1.7. Comply with all terms in any reasonable warranty provided by Nuren.sg to its Members in respect of the Products / services.
- 13.2. If applicable, Nuren.sg shall have the right to inspect and test the Products / services at any time before delivery.
- 13.3. The Vendor furthermore warrants and represents to Nuren.sg that:
 1. The entry into the Contract and the performance thereof by the Vendor have been duly authorized by all necessary corporate action and constitutes a valid and binding agreement of the Vendor, enforceable against the Vendor in accordance with the terms thereof.
 2. All information, including but not limited to all information furnished to Nuren.sg with regards to the Products / services are accurate and up-to-date.
 3. All formal consents, waivers, approvals, authorisations, exemptions, registrations, licenses or declarations of or by or filing with, any authority or contracting party which are required to be made or obtained by the Vendor in connection with the entry into the Contract and the performance of the same, have been duly obtained.
 4. The entry, delivery and performance of the Contract by the Vendor will not violate or conflict in any material respect with any law, statute, rule, regulation, ordinance, code, judgment, order, writ, injunction, decree or other requirement of any court or of any governmental body or agency thereof applicable to the Borrower;

5. If necessary, the Vendor shall be obliged to procure all formal consents, waivers, approvals, authorisations, exemptions, registrations and/or licenses necessary for Nuren.sg to feature the Products / services on the Platform, as anticipated in the Contract, at its own cost;

14. FORCE MAJEURE

- 14.1. Nuren.sg shall not be liable to the Vendor or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Nuren.sg's obligations if the delay or failure was due to any cause beyond Nuren.sg's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Nuren.sg's reasonable control:
 1. Act of God, explosion flood tempest fire or accident
 2. war or threat of war sabotage insurrection civil disturbance or requisition;
 3. acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 4. import or export regulations or embargoes;
 5. interruption of traffic, strikes lock-outs or other industrial actions or trade disputes (whether involving employees of Nuren.sg or of a third party);
 6. interruption of production or operation, difficulties in obtaining raw materials labour fuel parts or machinery;
 7. power failure or breakdown in machinery.
- 14.2. Upon the happening of any one of the events set out in Condition
- 14.3. Nuren.sg may at its option:-
 - a) fully or partially suspend delivery/performance while such event or circumstances continues; or
 - b) terminate any Contract so affected with immediate effect by written notice to the Vendor and Nuren.sg shall not be liable for any loss or damage suffered by the Vendor as a result thereof.

15. TERMINATION

- 15.1. Either Party may terminate this Contract by means of 14 days' notice in writing.
- 15.2. On or at any time after the occurrence of any of the events in condition 15.3 Nuren.sg shall, in addition to any rights or remedies it may have in law, in equity, or under the Contract, be entitled to terminate the Contract with the Vendor with immediate effect by written notice to the Vendor and the Vendor shall not be entitled to any cancellation or other fee or penalty hereunder.
- 15.3. The events are:
 - a) the Vendor being in breach of any warranty or representation under the Contract;
 - b) the Vendor being in breach of any obligation under the Contract and failing to remedy the same on or before seven (7) days from receipt of a written notice from Nuren.sg of such breach.
 - c) the Vendor passing a resolution for its winding up or a court of competent jurisdiction making an order for the Vendor's winding up or dissolution;
 - d) the making of an administration order in relation to the Vendor or the appointment of a receiver over or an encumbrance taking possession of or selling any of the Vendor's assets;
 - e) the Vendor making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
 - f) the Vendor ceasing or threatening to cease to carry on business; or
 - g) Nuren.sg reasonably apprehends that any of the events mentioned above is about to occur in relation to the Vendor and notifies the Vendor accordingly.
- 15.4. Upon termination of a Contract, the Vendor shall immediately inform Nuren.sg of all concluded agreements entered into with Members, which have yet to be fully performed and shall be obliged to perform these agreements to its full extent.

16. INDEMNIFICATION

- 16.1. The Vendor agrees to release, defend, indemnify and hold harmless Nuren.sg, including its affiliates, and any director, officer, employee, contractor, or agent, against any costs (including attorney fees and court costs on an indemnity basis), fines, penalties, damages, and liabilities, arising from, alleged to arise from, or in any way associated with:
- (a) any defect in the Products / services sold to any Member;
 - (b) any claim made by any Member on the basis of any agreement entered into with the Vendor;
 - (c) any negligence or fault of whatever nature of the Vendor or its affiliates, and any director, officer, employee, contractor, or agent; and/or .
 - (d) Any breach in any warranty or representation made herein.

17. INTELLECTUAL PROPERTY

- 17.1. The Vendor warrants, represents and covenants that its manufacture, sale distribution and use of the Products / services do not infringe directly or indirectly any Intellectual Property. The Vendor warrants, represents and covenants that Nuren.sg's feature of the Products / services on the Platform does not infringe any Intellectual Property, whether directly or indirectly.
- 17.2. The Vendor shall not be entitled to use any Intellectual Property belonging to Nuren.sg without Nuren.sg's prior approval in Writing.

18. RETURNS OF PRODUCTS / SERVICES

- 18.1. Vendor should accept returns or refunds of Products / services on the following cases:
- a. Faulty Products / services
 - b. Damaged Products / services
 - c. Incorrect Products / services
- 18.2. There are three types of Products / services return
- a. For delivery failures
 - b. Opened returns -for manufacturing defects, damages and for categories where Nuren.sg offers an opened returns policy
- 18.3. Shipping costs must be borne by the Vendor should return reason be in the case of faulty, damaged, or incorrect goods.
- 18.4. Shipping costs must be borne by the member should return reason be in the case of member's convenience (as long as it is within Nuren.sg's return policy), the return shipping costs will be borne by the member.
- 18.5. Vendor agrees to release, defend, protect, indemnify and hold Nuren.sg harmless from and against any costs, expenses, fines, penalties, losses, damages, and liabilities arising from any above mentioned situations.

19. CONFIDENTIALITY

- 19.1. All member information and data, designs, drawings, specifications, communications, whether written, oral, electronic, visual, graphic, photographic, observational, or otherwise, and documents supplied, revealed or disclosed in any form or manner to the Vendor by Nuren.sg, or produced or created by the Vendor for Nuren.sg hereunder ("Information") are proprietary and confidential to Nuren.sg and shall be used solely by the Vendor for purposes of the Contract. All such Information shall be treated and protected by the Vendor as strictly confidential, and shall not be disclosed to any third party without the prior written consent of Nuren.sg, and shall be disclosed within the Vendor's organization only on a need-to-know basis.

- 19.2. The Vendor shall not publicize, disclose, or discuss the existence, content, or scope, whether generalities or details, of the Contract or make any reference to Nuren.sg, the business of either, or the project for which the Contract is made, to any third party by any means, and through any medium (including but not limited to advertising, web site references, photographs, articles, press releases or interviews, speeches or programs) without obtaining the prior written consent of Nuren.sg.

20. EXCLUSIVITY

- 20.1. The Vendor will not enter into any agreement, understanding or arrangement to supply its Products / services (including but not limited to the Products / services list) to any other similar industry online site in the Territory for a period of six (6) months following the date of this Agreement.

21. NOTICES

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed, to the relevant party's registered office or principal place of business.

22. GENERAL

- 22.1. The Contract shall be governed by the laws of Singapore and the Vendor agrees to submit to the non-exclusive jurisdiction of the Courts in Singapore.
- 22.2. Except as provided for in Clause 20.2, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration (KLRCA). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the Chairman of the KLRCA. The place of arbitration shall be Kuala Lumpur. Any award by the arbitration tribunal shall be final and binding upon the parties.
- 22.3. Nuren.sg reserves their right to this Agreement at any time.