



**LETTER OF AGREEMENT AND STANDARD TERMS AND CONDITIONS
FOR THE APPOINTMENT OF SERVICE PROVIDERS**

02 April 2025

Service Provider: Market Xcel Data Matrix Pvt Ltd

Service Provider Contact: Ashish Kumar

Service Provider Address: 17, Okhla Industrial Estate Phase 3 New Delhi 110020

Dear Ashish,

This letter serves as the agreement (the “**Agreement**”) by and between the Service Provider and Clearstate (Pte) Ltd., with registered address at Unit #17-09, 6 Shenton Way, Downtown 2 Singapore, 068809 regarding the services and deliverables described below (collectively, the “**Services**”).

1. SERVICES

The Service Provider will provide the following Services to Clearstate:

A. Quantitative Surveys:

Project name: LABPRO (CDx Labs) 351722

Countries: Japan, South Korea

Sample size: 70

- 50 – Japan
- 20 – South Korea

Target respondent: Lab

Length of interview: 30 minutes

Methodology: CATI/Online

Deliverables: Execution of pre-programmed Lab Surveys and Data in data template provided by Clearstate

2. TIMELINE TO PROVIDE SERVICES

The Service Provider will provide the Services to Clearstate in accordance with the following timeline:

Services	Deadline
Quantitative Surveys	12 April 2025

3. FEE

Clearstate will pay the following fee to the Service Provider in (USD):

Description	Sample size	Cost per interview	Total cost
Quantitative Surveys	70	USD 95	USD 6650

Per the terms and conditions, payment will be made upon satisfactory completion of the services/deliverables.

PAYMENT TERMS:

Clearstate will pay the service provider the total fees, (100%) upon full and final delivery of all project requirement. Payment will be made 30 days from invoice date. Unless expressly stated, the service provider is responsible for all costs resulting from the conduct of this study, including but not limited to telecommunications charges, travel costs, office supplies and all bank charges for receiving banks.



This appointment is subject to Clearstate Standard Terms and Conditions for the Appointment of Service Providers, attached hereto as Schedule A and incorporated herein to form part of this Agreement.

The individuals signing on behalf of the respective parties are duly authorised and have the authority to sign this Agreement.

Yours sincerely,
for and on behalf of **Clearstate**

Signature: _____
Authorised Signatory's name: **Ivy Teh**
Title: CEO, Clearstate
Date: _____

We/I agree and confirm the above and agree to be bound by it;
for and on behalf of the Service Provider

Signature: _____
Authorised Signatory's name: _____
Title: CEO

Date: 17th Apr 2025

SCHEDULE A

STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS

1. **APPOINTMENT**

These are the only terms and conditions on which Clearstate will appoint the Service Provider to provide Services to it, and these terms and conditions will prevail over any other terms and conditions supplied by the Service Provider.

2. **INDEPENDENT CONTRACTOR**

The Service Provider will act as an independent contractor and will use its professional judgement in performing the Services. The relationship between Clearstate and the Service Provider will not be considered as a contract of employment, a partnership or any form of joint venture or similar construct to any of the foregoing. The Service Provider will have no power or authority to enter into any contract or other binding commitment on behalf of Clearstate or represent itself as having any authority so to do, and will ensure that no third party believes the Service Provider to be a representative (in any manner) of Clearstate. Where the Service Provider is an incorporated entity, references to the “**Service Provider**” in these terms and conditions will include its subsidiaries and all officers, directors and employees of it and those subsidiaries. Use of personal pronouns will be understood accordingly.

3. **SCOPE OF THE SERVICES**

The Services to be performed by the Service Provider will be described in writing and signed by a representative of both parties. The Service Provider will perform the Services in a professional, workmanlike manner, to the highest industry standards and to the satisfaction of Clearstate. Any time agreed for completion of the Services will be of the essence of the Agreement. Where the Services are described in terms of man-hours, man-days or similar periods of time, the Service Provider will provide Clearstate with reasonable evidence that the relevant periods of time have actually been spent in performing the Services and will effectively and efficiently utilize such time.

4. **INSTRUCTIONS**

The Service Provider will comply with all reasonable requests of Clearstate relating to the Services and the smooth running of the business of Clearstate including, but not limited to, any information security policies or procedures provided to it by Clearstate for purposes of providing the Services. Whilst at any premises of Clearstate, the Service Provider will comply with all rules (including, but not limited to, health and safety) and any regulations or instructions issued by Clearstate. The Service Provider will, on request of Clearstate, give progress reports on performance of the Services.

5. **ANTI-BRIBERY, TAX EVASION AND MODERN SLAVERY**

The Service Provider will:

- (a) comply with all applicable laws, statutes, regulations and codes relating to: the prevention of bribery and corruption, including (but not limited to) the UK Bribery Act 2010 (the “**Bribery Act**”); human trafficking and slavery, including but not limited to the UK Modern Slavery Act 2015 (the “**MSA**”); and failing to prevent tax evasion, including but not limited to the UK Criminal Finances Act 2017 (“**CFA**” and, together with the Bribery Act and the MSA, the “**Acts**”);
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Acts or would otherwise be defined as “slavery and human trafficking” under section 54 (12) of the MSA if such activity, practice or conduct had been carried out in the UK;
- (c) not offer, provide, solicit nor accept any bribe (including any facilitation payment), where ‘bribe’ in this context means a financial or other advantage to encourage a person to perform functions or activities improperly, or to reward a person for having done so, irrespective of the legality of such conduct in the Service Provider’s place of business;
- (d) not engage or do business with any suppliers, subcontractors and other participants if the Service Provider knows or suspects that they have engaged in any bribery, tax evasion, slavery or human trafficking or that such activity has occurred in their supply chains;
- 4 (e) not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45(1) of the CFA; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the CFA;

- (f) have and maintain throughout the term of this Agreement its own policies and procedures adequate to ensure compliance by the Service Provider, and any person associated with the Service Provider, with sub-clauses (a), (b), (c), (d) and (e), including without limitation at least annual audits of its supply chains to monitor compliance with the Acts, training, maintaining suitable records of its supply chains, and enforcing such policies and procedures where appropriate in connection with the performance of this agreement. Upon request the Service Provider will also provide Clearstate with a copy of the same;
- (g) promptly report to Clearstate (i) any request or demand for any undue financial or other advantage of any kind received by the Service Provider or (ii) any actual or suspected slavery or human trafficking in a supply chain, in connection with the performance of this agreement, or (iii) any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CFA, and upon the request of Clearstate confirm that no incidents of bribery, slavery or human trafficking or tax evasion are known or suspected by the certifying person to have taken place in its supply chain; and
- (h) hereby does, represent and warrant that neither the Service Provider nor to its knowledge any of its officers, employees or other persons associated with it (having made reasonable enquiries): (i) have been convicted of anything which would be an offence under sub-clause (b) above; or (ii) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any such offence or alleged offence or in connection with bribery, slavery or human trafficking or tax evasion.

The Service Provider will be responsible for ensuring that any person associated with the Service Provider who is performing Services or providing goods in connection with this Agreement complies with the terms of this clause and the Service Provider will be directly liable to Clearstate for any breach by such persons of any of such terms. Breach of this clause by the Service Provider will be deemed a material breach of this Agreement and, without prejudice to its other remedies, entitle Clearstate to terminate this agreement forthwith.

For the purpose of this clause with respect to the UK Bribery Act: (a) the meaning of 'adequate procedures' and 'foreign public official' and whether a person is associated with another person will be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 9 of the Bribery Act), sections 6(5) and 6(6) of the Bribery Act and section 8 of the Bribery Act respectively; and (b) a person associated with the Service Provider includes but is not limited to any agent, delegate or subcontractor of the Service Provider.

The Service Provider will indemnify Clearstate and its officers against any losses, liabilities, damages, costs (including, but not limited to, legal fees) and expenses incurred by, or awarded against, Clearstate and its officers as a result of any breach of this clause.

In addition to the above, if the Service Provider is based in the United States of America, the Service Provider will comply with all applicable federal, state and local employment and other laws, government regulations and orders. In addition, the Service Provider represents and warrants that it will not discriminate against any employee or applicant for employment because of race, colour, religion, disability, sex, national origin, age, physical or mental disability, veteran status, genetic characteristic or any other unlawful criterion and that it will comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. If applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. §§ 60-1.4(a), 60-250.5(a) and 60-741.5(a) and the employee notice found at 29 C.F.R. C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein.

6. FEES

The Service Provider will be entitled to the agreed fees on the satisfactory completion of the Services in accordance with this Agreement, and such fees will become payable only after Service Provider submits a valid and undisputed invoice to Clearstate. Subject to the forgoing, invoices for New York City-based Service Providers will be paid within 30 days of receipt of the same (or as required by applicable law). A "New York City-based Service Provider" will mean (for purposes of this Agreement) an individual (or company comprising one individual) who is a resident of New York City. In exceptional circumstances, when confirmed in writing by Clearstate, the Service Provider may be paid by instalments during the course of performing the Services. The agreed fees will be exclusive of value added tax, sales tax or other

similar tax (as applicable), and will be payable in accordance with Clearstate's normal payment procedures.

Unless agreed in writing by Clearstate, the Service Provider will not be entitled to be reimbursed for any expenses or other costs incurred in performing the Services. Any expenses that are agreed to be reimbursed will require the submission by Service Provider of supporting receipts before reimbursement can be made.

7. **WARRANTIES**

In accepting the appointment the Service Provider is deemed to warrant to Clearstate that: (i) it has the requisite skills for performance of the Services, (ii) it has full power and authority to accept the appointment on these terms and conditions, (iii) neither the Services nor anything related thereto will infringe the intellectual property rights or any other rights of a third party, and (iv) it will perform the Services in a professional and timely manner in accordance with all conditions implied by law and Clearstate's specifications. The Service Provider will indemnify and make good to Clearstate the cost of any loss, injury or damage (including legal costs and expenses) which Clearstate may incur as a result of a breach of this warranty. The expression "loss, injury or damage" will include any amount paid by Clearstate on the advice of its legal advisers to settle a claim made by a third party. This indemnity will have no time limit and will continue to have effect after termination of this Agreement.

8. **USE OF DATA**

The Service Provider warrants and undertakes that he, she or it will comply with the requirements of data protection laws and regulations including the Data Protection Act 2018 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "**GDPR**"), their respective replacements or modifications from time to time and similar regulations in other jurisdictions and that he, she or it will acquire all third party rights and consents necessary to fulfil his or her responsibilities under the Agreement.

Further, should the Service Provider receive and/or process Personal Data (as defined below) as part of the Services and such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area, the Service Provider hereby agrees that it will enter into a contract including at least the EU model contract clauses (as amended or replaced from time to time and whose content is currently provided at http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm (the "**Model Contract**")). The Model Contract, if required, will be completed by the parties in the form required by and to the satisfaction of Clearstate, and is upon signature incorporated herein forming part of this Agreement.

The Service Provider acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Clearstate or any part of it ("**Personal Data**") including, but not limited to that set out in Annex 1, will constitute confidential and proprietary information of Clearstate and that its use and security is governed by law. Without prejudice to the generality of the above, the Service Provider will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:

- (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time (including entering into the Model Contract if requested) from Clearstate, persons acting on The Clearstate behalf or Clearstate employees and the purpose of processing Personal Data is further set out in Annex 1;
- (ii) it has and will at all times during the term of this agreement have, appropriate technical and organisational measures in place acceptable to Clearstate to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Service Provider further agrees and warrants that it will have taken all reasonable steps to ensure (i) the reliability of any of the Service Provider's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with this Agreement and applicable laws;
- (iii) it will allow Clearstate or its representative access to any relevant premises owned or controlled by the Service Provider on reasonable notice to inspect the consultant's procedures, including as described at (ii) above and will, on Clearstate's request from time

to time, prepare a report for Clearstate as to the Service Provider's then current technical and organisational measures used to protect any such Personal Data in compliance with GDPR;

- (iv) it will consider all reasonable suggestions which Clearstate may put to the Service Provider to ensure that the level of protection the Service Provider provides for Personal Data is in accordance with these terms and the GDPR and the Service Provider will make changes suggested unless it can prove to Clearstate's reasonable satisfaction that these changes are not necessary to ensure ongoing compliance with the warranties contained in this Agreement;
- (v) it will ensure that the Service Provider and any third parties it uses in accordance with this Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
- (vi) it will deal promptly and properly with all enquiries from Clearstate relating to its processing or use of the Personal Data;
- (vii) it will notify Clearstate forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Service Provider will not respond to any such Data Subject request without the prior written consent of Clearstate;
- (viii) it will notify Clearstate forthwith upon becoming aware of any breach of Personal Data, giving as much information as possible at the relevant time in compliance with article 33 of the GDPR;
- (ix) it will, in any of the circumstances in (vi) or (vii) above or if Clearstate is required to deal with any assessment, enquiry, notice, investigation or Data Subject request under the GDPR (including articles 32 to 36), co-operate and provide assistance and information as requested by Clearstate to enable Clearstate to comply with all its obligations under the GDPR;
- (x) it will not sub-contract to any third party any of its obligations to process Personal Data on behalf of Clearstate unless (a) the Service Provider has provided to Clearstate such information as Clearstate may require to ascertain that such subcontractor is able to take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; (b) the Service Provider has obtained the prior written consent of Clearstate; and (c) the proposed subcontractor has entered into a contract with Clearstate up which includes substantially the same warranties as are contained in these sub clauses (i)-(ix); and
- (xi) on termination of this Agreement or at the earlier request of Clearstate, the Service Provider will, at the choice of Clearstate, return all the Personal Data and copies thereof, whether or not in machine readable form, to Clearstate and/or destroy such Personal Data and certify to Clearstate that it has done so, unless legislation imposed on the Service Provider prevents it from doing so. In that case, the Service Provider warrants that it (i) will guarantee the confidentiality of the Personal Data and will not process or use it any more except as instructed by Clearstate, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.

The Service Provider will indemnify and make good to Clearstate the cost of any loss, injury or damage (including legal costs and expenses), which Clearstate may incur as a result of a breach of this clause. Nothing in this Agreement will relieve the Service Provider of its direct responsibilities and liabilities as processor under the GDPR.

In the event of any conflict between this clause and any other agreement between the parties hereto, including this Agreement, this clause will prevail unless the parties expressly agree otherwise in writing.

9. **ASSIGNMENT**

The Service Provider will perform the Services itself and will not assign or subcontract them without the prior written consent of Clearstate.

10. **TAX**

The Service Provider will be wholly responsible for and will indemnify and hold Clearstate harmless against any liability for income tax, corporation tax, National Insurance, social security contributions, unemployment insurance, workers' compensation insurance, disability insurance, and any other tax assessed on, or insurance required to be held by, the Service Provider arising from the performance of

the Services. Clearstate may at its option satisfy such indemnity (in whole or in part) by deduction from any fees or expenses due to the Service Provider.

11. **CONFIDENTIALITY**

The Service Provider will not use for its own purposes or disclose to any person (and will use all reasonable efforts to prevent unauthorised use or disclosure of) any trade secrets or confidential information (in any form) relating to Clearstate, its affiliates, customers, suppliers or business connections acquired either directly or indirectly as a result of the performance of the Services under this Agreement.

12. **INTELLECTUAL PROPERTY RIGHTS**

The Service Provider acknowledges and agrees that all copyright and other intellectual property rights (including without limitation database rights) in any material produced by it in the performance of the Services will at all times be owned by Clearstate (which includes as "work made for hire" under U.S. copyright law) and insofar as may be necessary agrees to assign to Clearstate as beneficial owner any future copyright which may subsist therein. Where material produced by the Service Provider includes the copyrighted property of a third party, the Service Provider will obtain a non-exclusive, perpetual, royalty-free, irrevocable licence in favour of Clearstate. In addition, the Service Provider will at the request and expense of Clearstate enter into such documents as may be required to perfect or secure such rights.

13. **MORAL RIGHTS**

The Service Provider unconditionally and irrevocably waives (and will procure such a waiver from its staff) any and all moral rights and rights of attribution and/or prejudicial treatment it may have in any jurisdiction in respect of all works whether existing or future created by it in performing the Services.

14. **TRADEMARKS**

Nothing in this Agreement will be deemed to vest in the Service Provider any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by Clearstate or any of its affiliates, nor grant to the Service Provider any right or license to any other intellectual property rights of Clearstate or its affiliates, all of which will at all times remain the exclusive property of Clearstate and its affiliates and will not be used by Service Provider without the express written permission of Clearstate.

15. **CONFLICTS**

During the duration of this Agreement the Service Provider will not, without the prior written consent of Clearstate, undertake any engagement or activity that may detract from its ability to perform the Services or which would conflict with or be detrimental to the interests of Clearstate.

16. **TERMINATION**

Clearstate will be entitled to terminate the Service Provider's appointment at any time, effective immediately, with or without cause at the sole discretion of Clearstate.

17. **POST TERMINATION**

On termination of the appointment prior to completion of the Services, Clearstate will be relieved of any liability to pay the agreed fees for Services not provided in accordance with the terms of this Agreement, and the Service Provider will refund any fees and expenses already received for such Services. In addition, on termination of the appointment, the Service Provider will deliver to Clearstate on request all papers, discs, documents, memoranda and other items that may have been prepared by it or come into its possession by virtue of the appointment, together with all copies thereof.

18. **BUSINESS CONTINUITY AND PCI DSS COMPLIANCE**

The Service Provider will have and maintain, during the duration of this Agreement, business continuity plans and procedures sufficient to ensure that there is no interruption to the Services and no delay in the provision of Services. Upon request of Clearstate, the Service Provider will deliver all applicable business continuity plans and procedures for Clearstate's review and if such plans or procedures are deemed deficient, then the Service Provider will remedy the deficiencies identified.

If the Service Provider will be handling and/or processing credit card payments of any kind, the Service Provider will comply with all applicable laws and Payment Card Industry Data Security Standards (PCI DSS) in processing and handling such information.

19. **INSURANCE**

The Service Provider will secure and maintain, during the duration of this Agreement, insurance that is sufficient to cover any and all liabilities that the Service Provider may have under this Agreement.

20. **ENTICEMENT**

At any time during and for a period of 18 months following termination of the appointment the Service Provider agrees not to solicit, procure or entice, either alone or jointly with any other person, any employee of Clearstate to leave his or her employment or any customer or supplier of Clearstate to cease to be a customer or supplier of Clearstate.

21. **VARIATIONS AND ENTIRE AGREEMENT**

These terms and conditions may only be amended, superseded, cancelled or waived by a written document signed by both parties. This Agreement (including any schedules and the Model Contract, if applicable) constitutes the entire Agreement between the parties and supersedes any and all understandings, whether oral or written, between the parties including, without limitation, any pre-printed forms or other terms provided before or after the signature of this Agreement by the Service Provider, with respect to the subject matter hereof unless the same expressly states otherwise.

22. **GOVERNING LAW**

This Agreement is governed by the laws of Singapore, as if the Agreement were a contract wholly entered into and wholly performed within Singapore, without reference to the choice of law provisions thereof. Each party irrevocably agrees, for the sole benefit of Clearstate that the courts of Singapore will have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause will limit the right of Clearstate to take proceedings against the Service Provider in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

23. **EDITORIAL CONTRIBUTOR**

If the Services include research, analysis and/or the production of content the following will apply and the Service Provider will:

- (a) only produce original works (meaning that no part of the Services was produced prior to this Agreement).
- (b) make contemporaneous notes/recordings of any interviews the Service Provider carries out and, upon request, will provide those notes/recordings, along with any related materials, to Clearstate.
- (c) assist Clearstate, where requested, in procuring the agreement of an interviewees to use any direct quotation and attribute any quotation with the name and title of the interviewee prior to publication.
- (d) ensure that, to the best of the Service Provider's belief, all information included in the Services will be true, accurate and complete, and the Service Provider will not, without attributing the source, report as fact the opinion of any third party or any information whose accuracy or authenticity the Service Provider should have reason to doubt.
- (e) assist Clearstate and/or its affiliates in defending any claim or complaint relating to the Services made by a third party at the expense of the Service Provider.

For the avoidance of doubt, Clearstate will be entitled but not obliged to edit the Services in whatever way it considers appropriate. Clearstate may require the Service Provider to make amendments to the Services to ensure that it conforms to the agreed specifications and/or is suitable for publication. If the Service Provider is unable or unwilling to undertake such amendments within a reasonable period of time stipulated by Clearstate and to a standard of quality acceptable to Clearstate, then Clearstate will have the right to engage another supplier to undertake the required amendments at the sole cost of Services Provider, which, at the sole discretion of Clearstate may be deducted from any sums due to the Service Provider but which have not yet been paid. Clearstate will have absolute discretion as to whether to publish the Services and whether or not to attribute the authorship of the Services to the Service Provider.