THIS PARTNER AGREEMENT ("AGREEMENT") is made on the 27th day of November 2024.

BETWEEN

TRUELY Pte Ltd(Company Registration Number: 202209513C), a company incorporated in Singapore under the laws of Singapore and having its principal place of business at 109 NORTH BRIDGE ROAD, #07-22, FUNAN, SINGAPORE (179097) (hereinafter referred to as **TRUELY**) of one part;

AND

Londonist DMC ltd (**Company Registration Number: 08392889**), a company incorporated in United Kingdom and having its principal place of business at 5 Great James Street Holborn, WC1N 3DB. The party more particularly described in *Section 1 of Schedule 1* hereto (hereinafter referred to as the "**Partner**") of the other part.

WHEREAS:

A. Londonist DMC ltd is a student accommodation agency

B. TRUELY is a Mobile eSIM service provider engaged in the provision of telecommunication services to travellers.

C. The Parties wish to work jointly to co-operate, promote and market TRUELY's Travel eSIM Products (as defined below) to Partner Customers (as defined below).

IT IS NOW HEREBY AGREED AS FOLLOWS: -

DEFINITIONS

In this Agreement, unless the context otherwise provides, the following words and or expressions shall have the following meanings respectively:-

"Truely"	means **TRUELY Pte Ltd (Company Registration Number: 202209513C)** and includes persons deriving title thereunder, its successors-in-title and permitted assigns;
"Partner"	the party whose name particulars and address are stated in *Section 1 of the First Schedule* hereto and include their respective heirs, estates, personal or legal representatives, successors-in-title and assigns;
"Products"	Products agreed upon by both parties more particularly stated in the *Second Schedule* which includes the eSIM and

	the data plan;
"eSIM"	The embedded SIM sold by Truely to the Partner at the price stated in the *Second Schedule* of this Agreement.
"Customer"	Any individual or entity that purchases the Products from the Partner.
"Truely Partner Portal"	Portal to view Partner account details and commission and credit pay-out details.

1. NON-EXCLUSIVITY

The parties agree that the Partner is appointed by Truely as a distributor/promotor on a non-exclusive basis. In this regard, Truely is free to appoint any individual and/or company in whatever capacity to sell/resell, market, promote, advertise and/or distribute the Products at any time.

2. DURATION

2.1. This Agreement shall be valid for a duration of 36 months from the date of this Agreement (**"Term"**).

2.2. This Agreement shall automatically continue on a month-to-month basis after the Term set out in clause 2.1, unless either party provides written notice of termination to the other party per clause 8.1 (d).

3. PARTNER

3.1. Truely hereby authorises and grants a non-exclusive licence to the Partner for the purpose of distributing, marketing and selling the Products in accordance to the instructions and requirements from Truely.

3.2. The Partner does not make any promises, representations, warranties or guarantees other than those specified Truely in the Product's packaging and sales brochures or materials without the written authorisation from Truely.

3.3. All Marketing Materials relating directly or indirectly to Truely, whether Partner or client produced, must be approved in advance in writing by Truely before they are produced and/or distributed. The Partner can refer to these guidelines on the partner platform.

4. PROMOTIONAL GUIDELINES

4.1. Partners are required to promote Truely's eSIM services through ethical and honest marketing practices.

4.2. Prohibited activities include brand bidding, trademark infringement, spamming, misleading advertising, and any form of unethical promotion.

4.3. Additionally, the following activities are strictly prohibited:

(3.a) Cookie stuffing: Affiliates are not permitted to engage in cookie stuffing, which involves surreptitiously placing cookies on users' devices without their consent or through deceptive means.

(3.b) Adware and Spyware: Partners must not use adware or spyware to promote Truely's eSIM services. This includes any software that displays advertisements or collects user data without their knowledge or consent.

(3.c) Viruses: Partners must not distribute viruses or any other malicious software in connection with their promotion of Truely's eSIM services.

(3.d) Bots: Partners must not use automated bots or scripts to generate fake traffic or clicks on their affiliate links or engage in any other fraudulent activity.

(3.e) Media Partner Tracking Pixel: Media partners are not permitted to activate their tracking pixel upon completion of the consumer action.

(3.f) Sub-network Affiliates Communication: Truely reserves the right to have sub-network affiliates take down any public communication regarding offers and promotions.

(3.g) Sub-Brokering Offers: Partners are only allowed to sub-broker offers with prior permission from Truely.

(3.h) Paid Search and Trademark Usage: Partners are prohibited from using any type of bidding on Truely trademark terms through keyword bidding and other paid search on Google, Bing, Yahoo, MSN, or any other search engines, and their extended search networks. This restriction includes (but is not limited to): "Truely" and/or any misspellings or similar versions of these - be it separately or together with other keywords. Partners are also not allowed to use trademarks on ad texts.

(3.i) Social Media and Domain Usage: Partners must not create social media pages or register domains under the term "Truely" or use a domain that has Truely trademarks in order to market as Truely.

(3.j) Coupon Promotion: Partners must not promote fake coupons or misleading promotions. They must only share coupons provided by the Truely Team or shared on Truely provided Platforms.

(3.k) Bidding on Social Media Pages: Partners are prohibited from creating social media pages under the term "Truely" on "trademark term" and "trademark term + term".

5. COMMISSION

5.1. The Partner will be entitled for the following commission based on the monthly sales.

Tier - Total monthly revenue (USD)	Commission (%) From total revenue
< $100,000	20%
$100,000 - $250,000	25%
> $250,000	30%

5.2. The commission minimum pay-out is $100 and the cash out request will be processed within 30 days.

5.3. In the event that there are any refunds or cancellations as per clause 7 below, Truely shall adjust the amount payable to **Partner** in the next calendar month to reflect the said cancellations and/or refunds. For avoidance of doubts, the Partner will not receive any recurring commission for any cancellations and/or refunds of the customer purchases.

5.4. All bank charges, fees, costs, taxes and/or expenses incurred for the pay-out for the Partner's commission shall be borne by the Partner. The Partner hereby authorizes Truely to include such charges to the Partner.

6. RESPONSIBILITIES OF THE PARTNER

6.1. The Partner shall:-

(a) obtain all necessary regulatory approvals from the appropriate authorities (if any) and comply with all regulatory bodies/statutes/legislation/laws with respect of this arrangement between the parties;

(b) also not do or cause to be done any actions which may negatively impact Truely's reputation, website, products, services, and/or business;

6.2. The Partner also agrees to not use Truely's products, intellectual property for this Partner program, or any materials related to Truely to:-

(a) harass, abuse, or threaten others or otherwise violate any person's legal rights;

(b) violate any intellectual property rights of Truely or any third party;

(c) upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

(d) perpetrate any fraud;

(e) engage in or create any unlawful gambling, sweepstakes, or pyramid schemes;

(f) publish or distribute any obscene or defamatory material;

(g) publish or distribute any material that incites violence, hate, or discrimination towards any group; and/or

(h) unlawfully gather information about others.

7. RESPONSIBILITIES OF Truely

7.1. Truely shall ensure that:-

(1.a) the commission of all successful top-ups of the customers of the Partner is reflected via the Truely Partner Portal;

(1.b) from time to time, render the necessary training, technical assistance and provide the latest update to the Partner (if necessary); and

(1.c) provide all necessary and reasonable customer support to any customer referred by the Partner. The details of the customer support are more particularly described under *Section 4 of the First Schedule* of this Agreement.

8. REFUNDS AND CANCELLATIONS

Any refunds and/or cancellations of the customer purchases shall be subjected to the approval of Truely. Truely shall adjust the amount payable to XXX in the next calendar month to reflect the said cancellations and/or refunds. For avoidance of doubts, the Partner will not receive any recurring commission for any cancellations and/or refunds of the customer purchases.

Truely, at its sole discretion, may suspend the Partner's account due to any immoral or illegal or illegitimate or fraudulent activities. No refunds shall be made by Truely to the Partner and all earnings in the Truely Partner Portal will be forfeited.

9. TERMINATION

9.1. Either party shall be entitled to terminate this Agreement in the following manner:

(1.a) if the other party has breached the terms of this Agreement hereunder and has failed to remedy such default within 30 (thirty) days to the satisfaction of the non-defaulting party after written notice thereof by the non-defaulting party; or

(1.b) if the other party is or becomes, or is adjudicated or found to be, bankrupt or insolvent; or

(1.c) the parties mutually agree to terminate this Agreement.

(1.d) After the initial term with a 90 days written notice

9.2. Truely shall also reserve the right to terminate this Agreement in the event that:-

(2.a) there are many cancellations and/or refunds requested by the customers; or

(2.b) Truely detects suspicious transactions.

10. CONSEQUENCES OF TERMINATION

10.1. Upon the termination of this Agreement, whether by lapse of time as per clause 2, or by termination as per clause 9, the following shall apply:-

(1.a) any amount due and payable to Truely shall be immediately paid to Truely upon the termination of this Agreement;

(1.b) the Partner shall immediately cease the use of any intellectual property of Truely; and

(1.c) the Partner shall also immediately cease any representation of any sort of relationship/ partnership with Truely.

11. INTELLECTUAL PROPERTY

11.1. The Partner shall not as a result of this agreement acquire any ownership rights whatsoever in the trademarks, trade names, copyrights, service marks, dress of goods, or other proprietary right of Truely, except with respect to the rights granted herein:-

(a) the Partner shall use the trademarks of the Products only in a manner approved by Truely;

(b) the Partner shall not at any time knowingly do or cause to be done any act that would in any way impair or tend to impair Truely’s ownership of the Products'

trademarks. The Partner shall not represent that it has any ownership of the Products' trademarks;

(c) during the term of this Agreement and thereafter, the Partner shall not use any brand name, trade name, trademark, logo or design licensed or belonging to Truely or any brand name, trade name, trademark, logo or design similar to those belonging to Truely without Truely's written consent; and

(d) the Partner shall not alter, remove or tamper with any Trademarks, numbers or other means of identification used on or in relation to the Products.

11.2. For avoidance of doubt, the Partner's use of Truely's intellectual property can be revoked at any time by Truely.

12. NON-DISCLOSURE

Both parties shall treat all information exchange for the purpose of this Agreement as strictly confidential and whatever knowledge they may acquire during the duration of this agreement concerning the technical knowledge, marketing plan and strategies, commercial methods and activities of the other party, and it is understood that such knowledge may be used only in the promotion of their mutual interests. In particular, each of the parties undertakes not to disclose to any other persons any such knowledge without the express consent in writing of the other party.

13. TAX

Each party shall be responsible for their own taxes incurred resulting from this Agreement respectively.

14. MISCELLANEOUS PROVISIONS

14.1. Successor Bound

This agreement shall be binding on the successors-in-title, personal representatives and assigns of the parties hereto.

14.2. Time

Time is of the essence of this Agreement.

14.3. No Partnership or Agency

Nothing in this agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party to be the agent of the other party for any purpose whatever.

14.4. Amendments

Any amendments or waiver of any provision of this agreement shall only be effective if made in writing and signed by the parties. The waiver by either party of any breach of any provisions of this agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach.

14.5. **Severability**

If at any time provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of the remaining provisions of this agreement shall not be affected or impaired.

14.6. **Force Majeure**

Neither party hereto shall be liable for any failure to perform or for any delay in performing any of its obligations when such failure of delay is caused directly or indirectly by fire, flood, riot, accident, explosion, strike or other labour disturbances, war, shortages of fuel power and/or raw material, delays in transportation, seizure under legal process orders or acts of any government, acts of God, governmental restrictions, pandemics or epidemics, or any cause beyond the reasonable control of the party affected.

14.7. **Governing law**

This Agreement shall be governed in all respects by the laws of Singapore and both parties hereby submit to the non-exclusive jurisdiction of the Courts in Singapore.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF this agreement has been executed by the parties to it on the date stated at the beginning of this agreement

SIGNED for on behalf of
Truely
in the presence of :-

……
Name: Simon Landsheer
Title: CEO

SIGNED on behalf of
THE RESELLER
in the presence of :-

……
Name: Umang Gandecha
Title: Managing Director

FIRST SCHEDULE

(which is to be taken and construed as an essential part of the agreement)

Section	Item	Particulars	
1	Name, Address, and description/ details of the Partner.	**Name: Londonist DMC ltd** **Addres s :** 5 Great James Street Holborn, WC1N 3DB London / United Kingdom **Email:** murat.aker@londonist.co.uk	
2	Duration	**36 months**	
3.	Payment Details of Truely	**Beneficiary Bank:**	COMMUNITY FEDERAL SAVINGS BANK
		Beneficiary Bank Address:	30 W. 26th Street, Sixth Floor New York NY 10010 United States
		Swift Code:	CMFGUS33
		Branch Name:	New York
		Beneficiary Account:	8313815019
		Beneficiary Account Name:	Truely Pte Ltd
4.	Customer Support	**Support Hours**	24/7
		Support Contact	Email: hello@truely.com Whatsapp:

SECOND SCHEDULE

1. All products sold by Truely on the web (www.truely.com) and App.