

Voice Chatroom System Solution Sales & Service Agreement

1. Parties

Supplier: WELLCHAT CLOUD SINGAPORE TECHNOLOGY PTE. LTD. (Singapore)

Client: _____

2. Purpose

The Supplier agrees to sell, and the Client agrees to purchase, a Voice Chatroom System Solution, including software source code, deployment, and optional training.

3. Scope of Work

Includes: - Voice room, matching, and gift systems - Admin management dashboard - API documentation - Optional deployment and one-month training

4. Price and Payment Terms

Option	Description	Total (SGD)	Payment Terms
Option 1	Source code only	50,000	100% before delivery
Option 2	Source code + deployment	100,000	50,000 upon signing; remaining 50% after receiving code
Option 3	Source code + deployment + training (up to 1 month)	150,000	50,000 upon signing; 50% after receiving code; final 50% after training

Payment Methods:

- Payment may be made directly through the Supplier's official website (<https://wellchat.cloud>). After completing the online payment, the Client shall send an email to **support@wellchat.cloud** including payment screenshot, payment account, transaction time, amount, and order number.

- Alternatively, payment may be made by bank transfer or other approved digital payment channels to the Supplier's designated account, as stated in Annex A.

Tax Clause: Contract amounts are exclusive of taxes. If the Client requires a formal tax invoice, all associated tax charges shall be borne by the Client.

Delivery: Source code will be delivered by email or secure file transfer after initial payment.

Ownership: Transfers only after full payment.

Refund Policy: All payments are **non-refundable**.

5. Delivery & Acceptance

Delivery and deployment within agreed timeline.

Client must confirm receipt within 5 business days.

Any objections must be submitted in writing during acceptance period.

6. Maintenance & Support

Post-delivery technical support per selected package.

Option 3 includes up to one month of technical training.

Additional services may require a new agreement.

Technical Risk Disclaimer: The Supplier shall not be liable for any faults, compatibility issues, or security vulnerabilities arising from the Client's subsequent modifications, integrations, or secondary development.

7. Intellectual Property

All rights remain with Supplier until full payment.

After full payment, Supplier grants Client a **perpetual, non-exclusive, non-transferable license** for internal use and modification.

Resale or sublicensing is **strictly prohibited**.

8. Confidentiality

Both Parties shall keep all technical and business information confidential.

Obligation survives termination.

9. Limitation of Liability

Supplier shall not be liable for indirect or consequential losses.

Maximum liability is limited to the total amount paid by the Client.

If arbitration or legal action arises due to the Client's default or delayed payment,

the Client shall bear all related costs, including but not limited to arbitration fees, legal fees, and travel expenses.

10. Termination

Either Party may terminate in case of material breach not remedied within 15 days. All payments made remain with Supplier.

11. Governing Law & Dispute Resolution

Governing Law: **Singapore Law**.
Disputes submitted to **SIAC arbitration** in English.

12. Miscellaneous

This Agreement is the entire understanding between the Parties.
Amendments must be in writing.
Electronic signatures are valid.
Annexes are integral parts of this Agreement.

Annex A: Payment Information

Account Name: WELLCHAT CLOUD SINGAPORE TECHNOLOGY PTE. LTD.
Bank: ANEXT Bank Pte. Ltd.
Account No.: 11853414248
SWIFT/BIC: ANTPSGSGXXX

Supplier: WELLCHAT CLOUD SINGAPORE TECHNOLOGY PTE. LTD.

Authorized Signature: _____

Date: _____

Client: _____

Authorized Signature: _____

Date: _____