

## **ADA BUSINESS MESSAGING GENERAL TERMS AND CONDITIONS**

The Services provided by ADA shall be provided in accordance with these ADA Business Messaging General Terms and Conditions (“**GTC**”) and the applicable ADA Business Messaging Order Form together with its Schedule(s) (“**Order Form**”).

Each Order Form (and schedule(s)) together with this GTC forms an agreement between such Client (as described in the Order Form) and the ADA entity designated in the Order Form (“**ADA**”) and is collectively referred to herein as the “**Agreement**”.

Client and ADA are referred to herein individually as a “**party**”, and collectively, as the “**parties**”.

### **1.0**     **DEFINITIONS**

“**Account**” means the user account created by the Client on the Platform.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity.

“**API**” means an Application Programming Interface (API); a set of clearly defined methods of communication between the Channel Provider or Platform (as applicable) and/or the Client’s electronic system.

“**Business Day**” means Mondays through Fridays except for any Saturdays, any Sundays or and any public holidays in the territory where ADA corporate entity domiciles in.

“**Channel**” means the business messaging channel that is available within the Platform and/or API that enables the Client to communicate with their Target Audience.

“**Channel Provider**” means the third-party Channel Provider who owns and/or manages the Channel.

“**Client**” means an individual or entity, whose application to subscribe to the Platform and/or API has been accepted by ADA.

“**Client Content**” means data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound, and graphics, Target Audience details, (including URLs, sites to which URLs are linked, pixels, tags, scripts or code provided by and/or submitted on behalf of the Client or uploaded onto the Platform and/or API by the Client.

“**Event of Force Majeure**” means any of the following circumstances which occurs and which are beyond the reasonable control of a party and directly prevent that party from performing its obligation under this Agreement, including but not limited to war, epidemic, pandemic, lockdown, governmental action, civil commotion, armed conflict, riot, act of terrorism, fire, flood, epidemic or other act of God (excluding for the avoidance of doubt any labour dispute, labour shortages, strikes or lock-outs).

“**Fees**” means the rates and charges payable by the Client in connection with the usage of the Platform, API and/or Services, as set out in the Order Form.

“**Intellectual Property Rights**” means patents, inventions (whether patentable or not), copyright, moral rights, design rights, trademarks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights or general intangibles of like nature (whether registered or unregistered) whether in the Intellectual Property Office or any similar agency or office , (whether registered or unregistered and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of these items, rights in the nature of those items in any country or jurisdiction, any rights in the nature of unfair competition rights and rights to sue for passing off,

“**Personal Data**” means all shall have the same meanings ascribed to them under the Personal Data Protection Law.

“**Platform**” means the ADA Business Messaging Platform accessible via the internet for the provision and use of the Services.

“**Privacy and Personal Data Protection Law**” means the laws and regulations related to the Personal Data protection imposed by any relevant authority, government in relevant Services Territory, which shall include all applicable regulations, subsidiary legislation, guidelines, orders and any statutory amendments or re-enactments made under the Personal Data Protection Law from time to time.

“**Schedule(s)**” means the applicable Schedule annexed to the Order Form.

“**Services**” means the provision of business messaging solutions by ADA via the Platform and/or API that enable the Client to send messages to the Target Audience or use other available features within the Channel and (if applicable) utilize the features available in the Platform including business messaging report, customer journey development, which are specified in the Order Form, and other services or features that ADA may make available to the Client from time to time through the Platform and/or API.

“**Services Territory**” means the territory specified in the Order Form or any other location relevant to the Services.

“**Target Audience**” means business customers or prospective customers of the Client or its advertiser (as applicable).

“**Term**” means the Term specified in the Order Form.

## **2.0 THE PLATFORM, API AND SERVICES**

- 2.1 ADA may grant the Client access to Channel API under the terms and conditions as set out in this Agreement.
- 2.2 ADA hereby grants the Client a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term to remotely access and use the Platform and/or API (as applicable) under the terms of this Agreement. The Client shall have access to the Platform and/or API only through remote access through the confidential password-protected login process provided by ADA and the Client shall be responsible for maintaining the confidentiality of such passwords, among its employees, and any approved agents and subcontractors, if any.
- 2.3 Upon the Client's request, ADA may provide the Services on managed services basis (including managing the Client's activities or transaction on the Platform on its behalf)
- 2.4 Unless otherwise agreed in writing, ADA shall take reasonable commercial efforts to ensure that the Platform and/or API shall be normally operational and accessible at all hours (excluding scheduled maintenance, upgrades and downtime caused by Channel Provider or network providers through no fault of ADA). During any scheduled maintenance, upgrades and downtime, it will not be possible to use or access the Platform and/or API. Nothing herein or in any warranty shall obligate ADA to deliver support services in excess of what is described in this Agreement.
- 2.5 The Client agrees to: (a) keep confidential and secure all user identification numbers, passwords and other security processes and devices issued by ADA and ensure that only authorised users have access to the Platform and/or API; and (b) promptly notify ADA in writing if Client suspects that the Account or Platform and/or API security has been breached or compromised.
- 2.6 The Client represents that all users of the Platform, API and the Services are the Client's duly authorised agents, and that the Client shall be solely liable for all transactions or activities conducted using the Platform and/or API on Client's behalf (including but not limited to the dissemination of messages, creation of templates, communication with Target Audience) which transactions and activities are irrevocable and binding, even if entered into by or arising from a mistake, error or inadvertent or unintentional acts or omissions.
- 2.7 The Client understands that Client Content, whether publicly posted or privately transmitted, is the sole responsibility of the Client and that the Client (and not ADA), is solely responsible and liable for the Client Content that the Client uploads, posts, emails, transmits or otherwise makes available through the Platform or API.

## **3.0 REPRESENTATIONS AND WARRANTIES**

### **3.1 Mutual Representations and Warranties.**

Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing in the jurisdiction it is formed; (b) its execution and delivery of this Agreement has been duly and validly authorized and this Agreement constitutes a valid, binding, and enforceable obligation upon its execution; and the parties shall comply with all applicable laws in performing this Agreement.

### **3.2 Representations and Warranties by Client.**

The Client represents and warrants that:

- (a) the execution, delivery, and performance of this Agreement will not be in conflict with or constitute a default under the terms of any agreement, instrument, judgment, decree, or any order, statute, rule, or governmental regulation applicable to the Client;
- (b) all of the information provided by the Client to ADA, including, Client Content and any information provided on behalf of a client, is complete, true, accurate, and current and the Client has the right (including the applicable

licences and approvals from regulatory authorities) to conduct its business, including offering its products or services;

- (c) the Client has the right or authorization to use, market, and promote the Client Content, in accordance with this Agreement and are compliant with all applicable laws;
- (d) it shall ensure that the Client Content disseminated through the Platform and/or API are only used to target or contact Target Audience who have consented to receive such Client Content; and
- (e) it shall ensure that:
  - i. the Client Content do not violate applicable laws, guidelines, policies, regulations, codes of conduct or third-party rights, including the terms and policies of Channel Provider;
  - ii. the Client Content shall not libel, defame or cause injury or invade the privacy or otherwise infringe or violate the rights of any third party, whichever the case may be;
  - iii. the Client Content shall not contain any viruses, worms, defects, trojan, malware or any malicious code;
  - iv. the Client Content shall not violate applicable laws or regulations in jurisdictions in which each Client Content is placed or disseminated;
  - v. Client Content and Client usage of the Services shall adhere to the Content Restriction and Policies found in Schedule 1 of the Order Form

The prohibition shall not be limited to the above and ADA reserves the right to, at its sole discretion, regard any Client Content as prohibited content and refuse to disseminate such Client Content, without any liability or penalty to the Client.

#### **4.0 CLIENT'S OBLIGATIONS**

4.1 The Client's obligations are as follows:

- (a) The Client may not contractually bind ADA or make any representations to any third party on behalf of ADA. The Client will not engage in any unconscionable, false, deceptive, misleading, or fraudulent conduct, including by misrepresenting its own websites as the official website for any media. The Client must ensure the truthfulness and accuracy of prices, promises, gifts, and rewards described in the Client Content. Client will not advertise substances, services, products, or materials that violate applicable laws;
- (b) The Client will not, and will not allow any third party to use any automated means, form of scraping, or other data extraction methods to access, query, collect, or use information from the Platform and/or API without ADA's prior written consent;
- (c) The Client shall not do anything to modify, reverse engineer, reverse compile and disassemble or cause or allow any other party to modify, reverse engineer, reverse compile or disassemble the Platform and/or the API;
- (d) The Client shall not provide a competitor of ADA with access to, or provide or extract information about, the Platform, Services and/or API for any purpose or reason;
- (e) The Client agree that each and every Client Content which will be uploaded, processed or transmitted through the Platform and/or API can be monitored by ADA prior to such release. For the avoidance of doubt, ADA shall not be liable to any violation of such Client Content.
- (f) The Client Content may be sent in multiple languages and the Client shall ensure the accuracy of the languages used and ADA shall not be liable for any non-accurate translation in the course of the translation of the languages;
- (g) The Client shall be responsible for Client Content submitted by or on the Client's behalf through the Platform and/or API including all targeting decision made by or on the Client's behalf;
- (h) The Client shall keep all Target Audience information confidential and shall not use such information for any other purpose except for the purpose of fulfilling its obligations hereunder;
- (i) The Client shall not use, reproduce, and/or display any trademarks, service marks, logos and brand names of ADA for any other promotional or advertising material without the prior written consent of ADA;
- (j) The Client shall not, and shall not allow any other party to:
  - (i) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform, API and/or its contents;
  - (ii) where applicable, reverse engineer or attempt to extract the source code of Platform and/or API, except as allowed under law; or

(iii) use, display, or manipulate any of Channel and/or ADA's Names, Marks, or Works for any purpose other than to the purposes stipulated under this Agreement.

(k) The Client shall inform ADA in writing of any changes to any information or Client Content provided to ADA; and

(l) The Client shall comply with the terms and requirements under the applicable Schedule(s).

## **5.0 TERM AND TERMINATION**

5.1 This Agreement shall be effective during the Term unless terminated in accordance with this Agreement.

5.2 Either party may, without prejudice to any of its other rights and remedies, terminate this Agreement by serving written notice on the other party if:

(i) the other party commits a material breach of any of its obligations under this Agreement and such party fails to remedy the breach, if the breach is capable to be remedied, within thirty (30) days from the date of the breach and if the breach is a material breach other than otherwise specifically provided for herein (a material breach means a breach which has a serious effect on the benefit which the terminating party would derive from this Agreement), two (2) weeks after being given notice to do so; or

(ii) the other party shall go into liquidation whether compulsory or voluntary (otherwise than for the purposes of restructuring or amalgamation which shall have been approved in advance) or if a petition shall be presented or an order made for the appointment of an administrator in relation to the other party or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the other party and such appointment is not revoked within thirty (30) days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction.

5.3 Without prejudice to the rights and remedies that are available to ADA under this Agreement (including Schedule 1, ADA may terminate this Agreement immediately by serving a written notice on the Client:

(i) if the Client fails to pay any amount due under this Agreement on the due date of the invoice and remains in default for not less than fourteen (14) days after being notified in writing to make such payment;

(ii) if any changes to the provisions of laws and regulations and/or government policies render it commercially impractical or unlawful for ADA to continue the performance of this Agreement; or

(iii) in the event of termination, expiration or material loss of the licenses, approvals or access granted to ADA (including but not limited to the licenses or access to the Channel Provider or its APIs).

5.4 ADA may terminate this Agreement in its entirety at any time without cause or liability to the Client, by providing the Client with fourteen (14) days' prior written notice.

5.5 If Client terminates the Agreement during the Initial Term, ADA shall be entitled to charge the Client the amount which equals to the remainder of the Monthly Subscription Fee for the Initial Term and other Fees incurred by the Client.

5.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## **6.0 PAYMENT TERMS**

6.1 Unless otherwise mutually agreed in writing, ADA's Fees in relation to the Services shall be as set out in Order Form.

6.2 All costs and expenses relating to payment shall be borne by the paying party. Each party is responsible for complying with and paying all taxes, duties, regulatory assessments, or surcharges assessed by its government authorities with jurisdiction over its activities or the Services. In the event of a valid invoice dispute, the Client shall raise the matter as soon as practically possible with ADA, but however shall remain liable under the terms of this Agreement for any undisputed amounts including those within the disputed invoice.

6.3 The Fees under this Agreement exclude all sales taxes (including, but not limited to, value-added tax, service tax or similar taxes), duties or levies imposed by any authority, government or government agency and/or other applicable governmental fees. If the paying party is legally required:

(a) by law to deduct or withhold any taxes from any amounts payable under this Agreement, then such amounts payable shall be increased as necessary so that the other party receives an amount equal to the sum it would have received had no such deduction or withholding been made; and

- (b) to deduct any tax under this Agreement, paying party will pay such tax to the relevant tax authority by the deadline under applicable law on behalf of the invoicing party. The paying party shall then promptly furnish the invoicing party (at its own costs) with the applicable tax receipts from the relevant tax authorities confirming the amount of such tax payments paid by the paying party.
- 6.4 If the invoicing party is entitled to a preferential tax rate under an applicable tax treaty, the paying party shall endeavor to apply the reduced tax rate or tax exemption. Invoicing party shall then furnish to paying party evidence of its tax residence status by way of letter or certificate or any other required documents prior to paying party making its first payment to the invoicing party under this Agreement.
- 6.5 Unless otherwise stated in the Agreement, ADA will issue an invoice every month and the Client, shall, within thirty (30) days from the date of the invoice, make payment of the invoice in full, based on the payment instructions on such invoice, with no right to set-off for any reason whatsoever.
- 6.6 If the Client in good faith disputes any portion of an invoice, the Client shall pay the undisputed portion of the invoice and submit written notice to ADA regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to ADA within sixty (60) days from the date of the invoice. The Client waives the right to dispute any Fees not disputed within such sixty (60) day period. The parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after the Client's delivery of the applicable Fee Dispute Notice.
- 6.7 Without prejudice to ADA's other rights and remedies under this Agreement, while any invoice remains overdue and unpaid, ADA shall be entitled to withhold any provision of the Services.
- 6.8 Penalty for late/past due payment beyond the agreed payment terms is at 3% per annum of the amounts being late/past due from the period commencing from the due date up until the date of the actual payment, or the highest rate permitted by law, whichever is lesser.
- 6.9 ADA shall have the right at any time and from time to time, to require the Client to prepay or make advance payment or provide a deposit towards the Fees, in whole or in part, upon ADA giving at least five (5) days' prior written notice.

## **7.0 INDEMNIFICATION, DISCLAIMERS AND LIMITS OF LIABILITY**

- 7.1 The Client shall fully and effectively indemnify and keep ADA indemnified from and against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against ADA a result of, or in connection with:
- (a) the Client's alleged breach of its representations and warranties under this Agreement;
  - (b) any claims for intellectual property rights infringement relating or in connection with Client Content;
  - (c) any claim for infringement of any ADA's trademarks or any other intellectual property rights owned by or licensed to ADA;
  - (d) Client's breach of its obligations in this Agreement;
  - (e) any other unlawful conduct engaged or non-compliance with any applicable laws and regulations by the Client in relation to the performance of its obligations under this Agreement; and/or any fines, penalties or compensation imposed by any governmental authority or Channel Provider on ADA, in respect of ADA's performance of the Services, where such fines, penalties or compensation were incurred by ADA as a result of the Client's breach of this Agreement or ADA's reliance on the Client's representations, warranties, directions or instructions or Client's activities on the Platform or API.
- In the course of defending, settling or paying damages on behalf of ADA, the Client shall not make any admission of fault or liability on behalf of ADA without ADA's prior written consent.
- 7.2 ADA SHALL NOT BE LIABLE TO THE CLIENT IN CONTRACT, TORT, EQUITY, STATUTE, OR UNDER ANY OTHER CAUSE, FOR ANY LOSS, DAMAGE, COST OR EXPENSES OF ANY NATURE WHATSOEVER, INCURRED OR SUFFERED BY THE CLIENT, IF THE LOSS, DAMAGE, COST OR EXPENSE (I) IS INDIRECT, CONSEQUENTIAL, OR CONSTITUTES OTHER SPECIAL DAMAGES; OR (II) IN TERMS OF TURNOVER, PROFIT, BUSINESS OR GOODWILL, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH A RELEVANT BREACH, AND EVEN IF ARISING AS A DIRECT AND NATURAL RESULT OF THE RELEVANT BREACH.
- 7.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, ADA'S MAXIMUM LIABILITY TO THE CLIENT, IN ANY EVENT SHALL NOT EXCEED THE AGGREGATE CHARGES OR PAYMENTS PAID TO ADA UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS PERIOD PRECEDING THE DATE THE FIRST LIABILITY AROSE.
- 7.4 IF ADA RECEIVES NOTICE OF AN ALLEGED INFRINGEMENT, ADA SHALL HAVE THE RIGHT, AT ITS SOLE OPTION, TO OBTAIN THE RIGHT TO CONTINUE USE OF ADA'S SERVICES, API AND/OR THE PLATFORM; OR TO MODIFY ADA'S SERVICES, API AND/OR THE PLATFORM; SO THAT IT IS NO LONGER INFRINGING. IF NEITHER OF THE FOREGOING OPTIONS IS REASONABLY AVAILABLE TO ADA, ADA AT ITS SOLE

DISCRETION, MAY TERMINATE THE LICENSE RIGHTS GRANTED UNDER THIS AGREEMENT AND ADA SHALL REFUND A PRO-RATA AMOUNT OF THE FEE BASED ON THE THEN-REMAINING TIME IN THE CURRENT TERM. THE FOREGOING ARE ADA'S SOLE AND EXCLUSIVE OBLIGATIONS, AND PARTNER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT.

- 7.5 THE SERVICES, PLATFORM AND API ARE PROVIDED FOR THE CLIENT'S USE ON AN 'AS-IS' BASIS. ADA DOES NOT MAKE ANY REPRESENTATIONS THAT THE SERVICES, API AND PLATFORM (INCLUDING RECOMMENDATIONS, INFORMATION OR DATA) WILL: (I) BE ERROR FREE; (II) BE FIT FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT ADA HAS NOTICE OF THAT PURPOSE; (III) PRODUCE ANY PARTICULAR RESULTS, OR THAT SUCH RESULTS WILL BE ACCURATE, ADEQUATE, RELIABLE OR TIMELY; OR (IV) RECEIVE OR TRANSMIT CONTENT OR INFORMATION ACCURATELY, ADEQUATELY, RELIABLY OR TIMELY. SAVE FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, ADA HEREBY EXCLUDES ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES, INCLUDING ANY IMPLIED CONDITIONS OF SATISFACTORY QUALITY OR FITNESS FOR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 7.6 ADA PROVIDES NO GUARANTEE THAT THE PLATFORM, API AND SERVICES WILL PROVIDE ANY SPECIFIC RESULTS. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, NO GUARANTEES, WARRANTIES OR REPRESENTATIONS ARE MADE AS TO SALES OR REVENUE THAT MAY BE ACHIEVED OR THAT THE CLIENT WILL RECEIVE ANY NEW OR INCREASED NUMBERS OR CUSTOMERS OR SALES AS A RESULT OF ADA SERVICES, API OR THE PLATFORM OR ACCURACY OR COMPLETENESS OF ANY THIRD-PARTY DATA MADE AVAILABLE. FURTHERMORE, ADA DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM, API OR ADA SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION.
- 7.7 THE CLIENT ACKNOWLEDGES THAT THE PLATFORM, SERVICES AND/OR API OPERATES IN AN ONLINE ENVIRONMENT AND, ACCORDINGLY, THE SERVICES, API AND/OR PLATFORM'S AVAILABILITY AND PERFORMANCE RELIES ON THIRD PARTY INFRASTRUCTURE AND SERVICES, E.G. HOSTING SERVICES, TELECOMMUNICATION NETWORK, CHANNEL PROVIDER'S ELECTRONIC SYSTEM, INTERNET SERVICE PROVIDER NETWORK, SERVICES SUPPLIED BY THIRD PARTIES. TO THE EXTENT THAT THERE IS A BREACH OF THIS AGREEMENT BY ADA AND THAT BREACH IS CAUSED BY A DEFAULT BY A THIRD-PARTY INFRASTRUCTURE AND SERVICES PROVIDER, THEN THAT BREACH IS NOT A BREACH OF THIS AGREEMENT AND ADA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS SUFFERED BY THE CLIENT OR CAUSED BY THE THIRD-PARTY DEFAULT.

## **8.0 CONFIDENTIALITY**

- 8.1 Each party hereto shall use its best efforts to keep in strict confidence and shall bind all of its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning the other party or in connection with the performance of the Agreement (hereinafter called "Confidential Information"). No party shall utilise such Confidential Information or at any time disclose any Confidential Information to any third party for any purposes other than those contemplated herein.
- 8.2 The following information shall be excluded from the foregoing scope of Confidential Information:
- (a) information which at the time of disclosure is generally available to the public;
  - (b) information which after disclosure becomes generally available to the public through no fault of the receiving party;
  - (c) information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other party;
  - (d) information which the receiving party can show was received by it after the time of disclosure from any third party without any obligation of confidentiality and which was not acquired directly or indirectly from the other party; or
  - (e) information which the party concerned shall be compelled to divulge if required by applicable laws.
- 8.3 Any information provided or divulged by ADA to the Client under this Agreement shall be the sole and exclusive property of ADA and the Client shall not in any event whatsoever derive any right or license to use such information for such other purpose other than as specifically set out herein.
- 8.4 The confidentiality obligations set out in this clause shall survive the termination of this Agreement.

## **9.0 DATA PROTECTION**

- 9.1 Each party undertakes, where applicable, to comply fully with the applicable Privacy and Personal Data Protection Laws and to procure that its employees, agents and contractors observe the said laws, regulations and/or policies.

Any breach or potential breach of the provisions of this clause shall be immediately notified in writing by the breaching party to the non-breaching party.

- 9.2 The Client represents and warrants to ADA that the Client Content received from Client has been collected or submitted to the Platform or through the API is in compliance with Privacy and Personal Data Protection Laws (including but not limited to the Client obtaining (where applicable) the opt-in consent from the data subjects or otherwise legally obtained to entitle the Client to provide ADA and the Channel Provider with personal data and/or personally identifiable information for the purposes set forth under this Agreement). The Client further warrants to ADA that any Client Content received from the Client may legally be processed in the manner necessary to perform the Services.
- 9.3 The Client shall:
- (a) comply with ADA's information technology, security and usage policies notified to it from time to time and ensure that its Personnel do the same;
  - (b) take all necessary steps to prevent any viruses or malware being introduced into any software or onto any of the Platform, API and/or any information technology (including computer hardware) used by the Client in relation to the Platform and/or API;
  - (c) procure that no unauthorised third party will, as a result of any act or omission of the Client, obtain access to the Platform and/or API;
  - (d) apply security procedures to guard against the loss, destruction, corruption or alteration of the Platform and/or API data in the possession or control of (or accessed by) the Client;
  - (e) ensure that it does not deliberately or negligently corrupt or erase the Platform's data, API and/or any information technology (including computer hardware) in relation to the Platform and/or API; and
  - (f) not disclose passwords supplied by ADA to access the ADA systems or any information technology (including computer hardware) used by the Client in relation to the Platform and/or API to any person without ADA's written approval.
- 9.4 Following the Client's discovery of any suspected or actual personal data breach or other security breach, the Client shall notify ADA of such incident, and promptly take appropriate actions in compliance with applicable Laws to address and remedy such incident (including taking any other actions reasonably requested by ADA or Channel Provider). Such notice to ADA must describe the nature of the personal data breach or other security breach, when the personal data breach or other security breach occurred and the effect on ADA and/or Channel Provider.
- 9.5 Upon termination of this Agreement, except for data that ADA retains for a limited amount of time as required by applicable laws or best practices related to financial, tax, operational record-keeping, or audits, ADA will delete the Client data from the Platform and API.

## **10.0 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Client represents and warrants that it owns or is otherwise licensed to use, all Intellectual Property Rights in the Client Content and Client's electronic system (including Client's API and platform). The Client grants ADA, Channel Providers and its licensors a limited, non-exclusive, worldwide, royalty-free and fully-paid license to use, perform, reproduce, display, transmit, and distribute Client Content in accordance with this Agreement. The Client grants ADA and Channel Provider and its licensors limited, non-exclusive, worldwide, royalty-free and fully-paid license to use, access and modify Client's electronic system in accordance with and for purposes contemplated under this Agreement.
- 10.2 The Client acknowledges and agrees that the Platform, API all modifications, enhancements and additions thereto, and all passwords, usernames, site entry procedures and Platform use information are the intellectual property rights of ADA, Channel Providers and its licensors (as applicable), and except to the extent expressly authorised in writing by ADA, the Client shall receive no rights in or to the same.
- 10.3 ADA shall retain the right to use in any way it considers appropriate, any skills, techniques, processes, methodologies or know-how acquired, developed or used in the course of performing the Services, and any improvements or modifications to the Platform or to other ADA products or services created during the course of the Services or use of the Platform will vest exclusively in ADA. Client agrees that any feedback or ideas the Client provides to ADA regarding Services or the Platform or its other services or product and any suggested improvements thereto will be the exclusive property of ADA. ADA may also use data about Client's usage of the Platform for internal purposes such as operating, maintaining and improving ADA's products and services.
- 10.4 All rights not expressly granted in this Agreement are reserved by ADA.

## **11.0 FORCE MAJEURE**

- 11.1 Save for the obligation to make payments under this Agreement, neither party shall be responsible for any failure or delay in the performance of this Agreement if the failure or delay is due to an event beyond the reasonable control

and without the fault or negligence of the party seeking to excuse performance, including without limitation, acts of God, acts of terrorism, war, pandemic, epidemic, labour disputes and strikes, fire, flood, riot, and unforeseen delays in transportation or communications (each, a **"Force Majeure Event"**). Any party seeking to excuse or delay performance due to a Force Majeure Event shall provide detailed written notice to the other party of the nature and anticipated duration of the delay. A party claiming the benefit of a Force Majeure Event shall use all reasonable efforts to avoid or overcome the causes affecting performance and diligently fulfil all outstanding obligations within fourteen (14) days. In the event that any such Force Majeure Event continues in excess of thirty (30) days, the party receiving such notice of excuse or delay shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other party, provided that, if the Force Majeure Event ceases within such thirty (30) days period, this Agreement shall remain in full force and effect upon prior written notice of the party affected by the Force Majeure Event to the other party.

## **12.0 NON-SOLICITATION AND ANTI BRIBERY**

- 12.1 The Client shall not, without the prior written consent of ADA, at any time from the date of this Agreement until the expiry of the one (1) year period after expiry or early termination of this Agreement, solicit or entice away from ADA or employ or attempt to employ any person who is, or has been, engaged as an employee of ADA in the provision of the Services. This clause does not impose any restriction upon Client's general recruitment processes, where such processes do not directly target ADA's employees and where the ADA's employee respond to such processes on his own accord.
- 12.2 The parties shall always comply and shall ensure that its directors, employees, representatives, agents, and sub-contractors comply with the applicable laws and regulations concerning bribery, corruption, fraud, anti-money laundering and any other prohibited business practices in any jurisdiction including but not limited to laws relating to criminal practices or conduct such as the Penal Code and anti-bribery or anti-corruption laws as well as all other applicable laws, rules, regulations, ordinances, and codes, directives and any anti-bribery and anti-corruption terms or policies that applies to the parties from time to time. The parties must keep accurate and complete records and supporting documentation to demonstrate that it is in compliance with this provision and each party agree to allow the other party or the relevant authorities or both to access and inspect the other party's books and records to audit and verify the other party's compliance if required by a competent governmental or regulatory authority. Each party shall immediately notify the other party if it becomes aware of any breach of this provision and the parties agree that any non-compliance shall be deemed as a material breach of this provision. If a party has committed any breach under this provision, the other party may immediately at its absolute discretion terminate this Agreement, without any ensuing obligations nor liabilities to the terminating party.

## **13.0 OTHER TERMS**

- 13.1 **Assignment.** Neither party may assign, transfer or novate this Agreement without the written consent of the other party which is not to be unreasonably withheld or delayed. Notwithstanding the above, ADA may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliate with prior notice to the Client.
- 13.2 **Subcontract.** The Client acknowledges and agrees that Services may be performed by ADA's Affiliate. Client acknowledges that ADA may delegate, sub-contract or assign certain or all portion of ADA's obligations under the Agreement to any third-party service provider or ADA's Affiliate without prior notice to the Client.
- 13.3 **Independent Contractor.** This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.
- 13.4 **Governing Law and Resolution of Disputes.** Unless it is expressly stated otherwise, this Agreement shall be construed in accordance with the laws applicable where the corporate domicile of ADA is, as further stipulated in TABLE A below, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

In the event of any and all disputes, controversies or conflict ("**Dispute**") between the parties hereto in connection with this Agreement:

- (i) at the initial stage, the nominated representatives of ADA and the Client shall first strive to settle the Dispute internally ("**1st Level**");
- (ii) If Dispute is unresolved within seven (7) Business Days from the date of the Dispute at the 1st Level, then each Party's Chief Executive Officer or equivalent, shall meet to resolve the Dispute ("**2nd Level**");
- (iii) If the Dispute remains unresolved within fourteen (14) days after being escalated to the 2nd Level, the Dispute shall be submitted to the arbitration centre located where the corporate domicile of ADA is, further stipulated in TABLE A below ("**Arbitration Centre**") for arbitration in accordance with its rules in force at the time of application for arbitration ("**Arbitration Rules**"), which rules shall be deemed to be incorporated herein.

Unless otherwise agreed, the arbitration tribunal shall consist of a single arbitrator to be appointed by the mutual agreement in writing between the parties. Either party may propose to the other their choice of an arbitrator to be appointed to resolve the Dispute. If the parties fail to reach an agreement within 30 days, the arbitrator shall be appointed by the Director, President or Chairman, as the case may be, of the Arbitration Centre in accordance with



the Arbitration Rules. In the event the appointed arbitrator withdraws or is unable to act or continue as an arbitrator for whatever reasons prior to the commencement of or during formal arbitration proceedings, the process abovementioned shall be repeated for the appointment of a replacement arbitrator. The venue and seat of arbitration shall be located where the corporate domicile of ADA is, further stipulated in TABLE A. The language of the arbitration shall be English.

The parties agree that no party shall have any right to commence or maintain any suit or legal proceedings in court save for any action to:

- (i) obtain urgent interlocutory relief and any action to enforce the arbitration award; or
- (ii) recover and/or enforce any payment of non-disputed amounts or Fees due and payable to ADA under this Agreement.

The prevailing party in any litigation may seek to recover its reasonable legal fees and costs.

**TABLE A**

<b>ADA CORPORATE DOMICILE</b>	<b>GOVERNING LAWS</b>	<b>ARBITRATION CENTRE</b>
Kuala Lumpur, Malaysia	Malaysia	Asian International Arbitration Centre
Singapore	Singapore	Singapore International Arbitration Centre
Jakarta, Indonesia	Indonesia	Badan Arbitrase Nasional Indonesia
Bangkok, Thailand	Thailand	Thailand Arbitration Center
Manila, Philippines	Philippines	The Philippine Dispute Resolution Center
Phnom Penh, Cambodia	Cambodia	The National Commercial Arbitration Centre of the Kingdom of Cambodia
Colombo, Sri Lanka	Sri Lanka	Sri Lanka National Arbitration Centre
Seoul, South Korea	South Korea	Korean Commercial Arbitration Board
Dhaka, Bangladesh	Bangladesh	Bangladesh International Arbitration Centre (BIAC)
Ho Chi Minh City, Vietnam	Vietnam	Vietnam International Arbitration Centre (VIAC)
Mumbai, India	India	Mumbai Centre for International Arbitration

**13.5 Notices.** Any notice or other communication to be given ("Notice") shall be in writing, signed by or on behalf of the party giving it and may be served by sending it by email, delivering it by hand or sending it by registered post to the address and for the attention of the relevant party whose details are set out in the Sales Order (or as otherwise notified from time to time). Any Notice shall be deemed to have been served:

- (a) if delivered by hand or internationally recognized courier service, at the time and date of delivery;
- (b) if sent by e-mail, at the time when it is sent, provided that it is sent during normal working days and hours of between 9 a.m to 6 p.m on a Business Day; and
- (c) if sent by registered post, express or other fast postal service, at the time the receipt of such delivery is duly acknowledged by an employee of the receiving party.

In the case of delivery by hand or email, if such delivery or transmission occurs after 6 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the following Business Day.

**13.6 Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right, remedy or waiver under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

**13.7 Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavour in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will

continue to be valid and enforceable to the fullest extent permitted by law, and the tribunal will preserve, as far as possible, the original intention of the parties with respect to the severed term, condition, or provision.

**13.8 Counterparts.** This Agreement may be executed in one or more counterparts, each shall be deemed as original and together, when executed, shall constitute one and the same agreement. This Agreement can be executed by electronic signatures and it shall be deemed as original signatures. Delivery of an executed counterpart of a signature page together with the main body of the Agreement by electronic transmission, such as a PDF, shall be as effective as delivered manually and as an original document.

**13.9 Language.** This Agreement is made in English. Notwithstanding this Agreement being signed in English language only, each party hereto in good faith agrees that it will not (and it will not allow or assist any party to) in any manner or forum in any jurisdiction:

- (a) challenge the validity of, or raise or file any objection to, this Agreement or the transactions contemplated in this Agreement;
- (b) defend its non-performance or breach of its obligations under this Agreement; and
- (c) allege that this Agreement is against public policy or otherwise does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

The Parties, if required to comply with any relevant laws, will translate this Agreement to the required language, promptly upon the request of any Party. The version of such other language shall be deemed to be executed at the effective date of this Agreement. In the event of any inconsistency or conflict between the English version and the version of other language, the English version shall prevail.

**13.10 Headings** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

**13.11 Amendments:** ADA may update the GTC from time to time, and the Client is required to check this domain periodically or request from ADA for a copy of the most recent version of these GTC.

***[-END-]***