



GENERAL TERMS AND CONDITIONS TO MUTUAL NON-DISCLOSURE AGREEMENT

This General Terms and Conditions (“**GTC**”) form parts of the Front Sheet, which together shall constitute the entire agreement between the entity identified as ADA (“**ADA**”) and the person or entity identified as the Counterparty (“**Counterparty**”) in the relevant Front Sheet.

1. Definition

“**Authorised Person**” or “**Authorised Persons**” means: (i) in relation to the Counterparty, an authorised representative or authorised representatives of the Counterparty to whom disclosure of ADA’s Confidential Information is strictly necessary to fulfil the Purpose as described in the relevant Front Sheet, including (if any) other members of the Counterparty’s Group and the Counterparty’s advisers; and (ii) in relation to ADA, an authorised representative or authorised representatives of ADA to whom disclosure of the Counterparty’s Confidential Information is strictly necessary to fulfil the Purpose, including other members of ADA’s Group and ADA’s advisers.

“**Confidential Information**”:

- (i) mean all commercial, business, financial, technical, operational, administrative, marketing, or other information or data (including trade secrets, know-how, customer and supplier details, business opportunities and processes, plans, intentions, statistics, models, market strategy and opportunities, customer and business affairs and future plans for the development of business) relating to the Group or any of its members or their respective affairs in whatever form supplied or received (whether in oral, written, magnetic, electronic, digital or any other form) which is directly or indirectly disclosed or made available either before, on or after the date of this Agreement in connection with the Purpose;
- (ii) all copies, summaries, transcripts, analyses, compilations, studies and other documents which contain or otherwise reflect or are generated by the Receiving Party or Authorised Persons from any such information or data referred to above shall be Confidential Information of the Disclosing Party;
- (iii) the fact that the Purpose is contemplated and any terms or facts or discussions relating to the Purpose (apart from (i) and (ii)) shall be Confidential Information of ADA.

“**Disclosing Party**” means the Party disclosing its Confidential Information.

“**Group**” means, as the context may require, either: (i) ADA (and its subsidiaries, associates, and affiliates) or (ii) the Counterparty (and its subsidiaries or associates, if any).

“**Intellectual Property Rights**” means all present and future rights (including moral rights) conferred by statute, common law or equity in or in relation to any business names, copyright, designs, domain names, inventions, know-how, trade secrets, patents, trademarks, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

“**Receiving Party**” means the Party to whom the other Party’s Confidential Information is disclosed.

2. Scope

In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party undertakes and agrees to treat and maintain as confidential the Disclosing Party’s Confidential Information in accordance with the terms and conditions in this Agreement.

Each Party further agrees to keep the terms of this Agreement confidential in accordance with the terms and conditions in this Agreement.

3. Purpose

The Receiving Party shall use the Disclosing Party’s Confidential Information only for the Purpose as described in the relevant Front Sheet.

4. Confidentiality Obligation

The Receiving Party shall:

- (a) not disclose the Disclosing Party’s Confidential Information or any part of it to any person other than an Authorised Person and shall require that each such Authorised Person comply with confidentiality provisions no less onerous than those contained in this Agreement;
- (b) not use the Disclosing Party’s Confidential Information or any part of it for any purpose whatsoever other than the Purpose;
- (c) not make any copies, summaries, transcripts, analyses, compilations, studies or other documents which contain or otherwise reflect or are generated from, the whole or any part of the Confidential Information save as is strictly necessary for the Purpose and provided that all such copies, summaries, transcripts, analyses, compilations, studies or other documents shall be clearly identified as being Confidential Information;
- (d) notify the Disclosing Party in writing immediately when it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorised Person;
- (e) to the extent possible keep all Confidential Information separate from its own information



in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential or proprietary information; and

(f) upon termination of this Agreement, and at any other time at the request of the Disclosing Party:

(i) deliver up to the Disclosing Party (if the Disclosing Party so directs) or permanently destroy or erase any tangible records of whatsoever nature in the possession, custody or control of the Receiving Party which contain any Confidential Information of the Disclosing Party except to the extent that:

(A) the same forms part of the permanent records of the Receiving Party which it is bound by law or regulatory requirement to preserve; or

(B) provided that the Receiving Party immediately notifies the Disclosing Party in writing of the same, which the Receiving Party may reasonably require to keep for archive purposes; and

(ii) provided that the Receiving Party immediately notifies the Disclosing Party in writing of the same, in respect of Confidential Information contained in magnetic, electronic, digital or other intangible forms which cannot be delivered or permanently destroyed or erased, restrict access to the same and ensure that it is inaccessible by other persons.

5. Exceptions To Obligation of Confidence

5.1 Notwithstanding any other provisions in this Agreement, the Receiving Party shall not be liable for release or disclosure of, and the confidentiality obligations as stipulated in this Agreement shall not apply to, any Confidential Information that:

(a) is required by law or any governmental or other regulatory authority to be disclosed;

(b) is or becomes part of the public domain through no fault of the Receiving Party;

(c) is known to the Receiving Party prior to the disclosure by the Disclosing Party without an obligation to keep such Confidential Information confidential;

(d) is subsequently obtained by the Receiving Party from a third party without breach of any obligation of confidentiality owed to any third party or the Disclosing Party;

(e) is independently developed by the Receiving Party without any breach of this Agreement as evidenced by written records; or

(f) is approved for public release by the Disclosing Party.

5.2 Clause 5.1 applies, mutatis mutandis, in respect of the terms of this Agreement.

6. Announcements

Neither Party shall make any public announcement or comment in relation to the Confidential Information or the Purpose, without the prior written consent of the other Party.

7. Intellectual Property Rights

Neither Party shall acquire any Intellectual Property Rights or any other rights under this Agreement or through any disclosure, except the limited right to use the Confidential Information in accordance with this Agreement.

8. No Warranty

Except as may otherwise be provided in a future written agreement between the Parties, the Disclosing Party will not have any liability or responsibility for errors or omissions in, or any business decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement. The Confidential Information disclosed under this Agreement is delivered on a "as is" basis, and all representations or warranties, whether express or implied, including warranties or conditions for fitness for a particular purpose, accuracy or completeness, title and non-infringement, are disclaimed.

9. No Exclusivity

Nothing contained in this Agreement shall act to prevent either Party from concurrently or otherwise discussing, planning or engaging in similar endeavours with any third party.

10. No Commitment

Neither this Agreement nor the provision of Confidential Information pursuant to it shall be construed as an agreement, commitment, final offer, promise or representation by a Party to disclose Confidential Information to or do business with the other Party or to do anything except as set out specifically in this Agreement.

11. Term and Termination

This Agreement shall expire or terminate in such manner or period as prescribed in the relevant Front Sheet or upon ADA and the Counterparty entering into a definitive agreement relating to the Purpose, whichever is earlier.



12. Law and Injunction

12.1 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 the Annexure, 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.

12.2 (a) 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 Counterparty 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, or higher, 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 and finally resolved by, the arbitration centre located where the corporate domicile of ADA is, further stipulated in the Annexure ("**Arbitration Centre**") (which rules are deemed to be incorporated by reference in this Clause) for arbitration in accordance with its rules in force at the time of application for arbitration ("**Arbitration Rules**").

(b) 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 thirty (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, 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 the Annexure. The language of the arbitration shall be English. The arbitration fees and all costs relating to such arbitration (including the legal fees of the Parties on a solicitor-client basis) shall be borne by the Parties in such proportion as may be determined in the arbitral award.

- (c) 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
 - (ii) any action to enforce the arbitration award.

12.3 The Counterparty understands and agrees that monetary damages may not be sufficient to avoid or compensate for the unauthorized use or disclosure of Confidential Information and that injunctive relief may be appropriate to prevent any actual or threatened use or disclosure of such Confidential Information.

13. Counterparts

This Agreement may be entered into in the form of two or more counterparts, and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

14. General

- (a) This Agreement supersedes all prior communications, discussions and negotiations between the Parties with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- (b) No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorised representative of each Party and no failure or delay in enforcing any right will be deemed a waiver.
- (c) This Agreement shall be binding upon each Party's successors in title and this Agreement and the obligations created by this Agreement shall continue to be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise (including but not limited to a change of name or corporate identity) which may be made in the constitution of either Party to this Agreement.
- (d) If any term of this letter is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.
- (e) The headings to the Clauses of this Agreement are included merely for reference and shall not affect the meaning of the language therein.
- (f) Words denoting natural persons include bodies corporate or unincorporated. Words denoting singular shall include the plural and vice versa.



(g) (i) 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 Front Sheet (or as otherwise notified from time):

(ii) 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.

(h) This Agreement can be executed by electronic signatures and it shall be deemed as original signatures, provided it is signed by the authorized representatives of each Party. 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.

(i) Should any conflict arise between the English language version of this Agreement and any translation hereof, the English language version shall be controlling.

Awake Asia Distribution Pte Ltd			
PT Axiata Digital Advertising Indonesia PT ADA Asia Indonesia PT Awake Asia Distribution Indonesia	Jakarta, Indonesia	Indonesia	Badan Arbitrase Nasional Indonesia
ADA Digital (Thailand) Co., Ltd.	Bangkok, Thailand	Thailand	Thailand Arbitration Center
ADA Digital Philippines Inc Komli Network Philippines Inc AADistribution Phils Inc	Manila, Philippines	Philippines	The Philippine Dispute Resolution Center
Branch of ADA Digital Singapore Pte Ltd	Phnom Penh, Cambodia	Cambodia	The National Commercial Arbitration Centre of the Kingdom of Cambodia
ADA Digital Singapore Pte Ltd (Branch office)	Colombo, Sri Lanka	Sri Lanka	Sri Lanka National Arbitration Centre
ADA Digital Singapore Pte Ltd (Branch)	Seoul, South Korea	South Korea	Korean Commercial Arbitration Board
Axiata Digital Bangladesh (Private) Limited	Dhaka, Bangladesh	Bangladesh	Bangladesh International Arbitration Centre (BIAC)
Thien An Investment Co Ltd	Ho Chi Minh City, Vietnam	Vietnam	Vietnam International Arbitration Centre (VIAC)
Adknowledge Asia (India) Pvt Ltd	Mumbai, India	India	Mumbai Centre for International Arbitration

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ANNEXURE

ADA	CORPORATE DOMICILE	GOVERNING LAWS	ARBITRATION CENTRE
Axiata Digital & Analytics Sdn Bhd ADA Asia Malaysia Sdn Bhd Awake Asia Distribution Sdn Bhd	Kuala Lumpur, Malaysia	Malaysia	Asian International Arbitration Centre
ADA Digital Singapore Pte Ltd AAD Holdings Pte Ltd AAD Indochina Pte Ltd	Singapore	Singapore	Singapore International Arbitration Centre