

ADA DIGITAL SHELF GENERAL TERMS AND CONDITIONS

The Services provided by ADA shall be provided in accordance with these Digital Shelf General Terms and Conditions (“**Digital Shelf GTC**”) and the applicable Digital Shelf Platform Order Form (“**Order Form**”).

Each Order Form together with this Digital Shelf 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 of the Platform.

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

“**Fees**” means the rates and charges payable by the Client in connection with the usage of the Platform and Services, as set out in **Schedule 2**.

“**Client**” means an individual or entity, whose application to subscribe for the Platform and Services has been accepted and the signed Order Form has been submitted to ADA.

“**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 or other acts of God (excluding for the avoidance of doubt any labour dispute, labour shortages, strikes or lock-outs).

“**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,

“**Services**” means: the services in relation and associated to the Platform specified out in the Order Form or otherwise mutually agreed in writing.

“**Term**” means the Term (including the Trial Period) specified in the Order Form.

“**Platform**” means the Digital Shelf platform accessible via the internet for the provision, access and/or use of the Services including but not limited to content score, assortment and availability, ratings, review, price and promotions and search metrics on the e-commerce platform selected by the Client in the Order Form. ADA may update the Platform from time to time and may also add or remove certain features of the Digital Shelf platform from time to time.

“**Privacy Laws**” means, collectively: (i) the requirements of any privacy and data protection laws, treaties, inter-governmental agreements, and regulations to which a party is subject to; and (ii) any amendments, modifications, extensions, supplements or replacements of or to any of the foregoing.

2.0 **PLATFORM AND SERVICES**

2.1 ADA hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term to remotely access the Platform in the normal course of Client’s business. Client shall have access to the Platform only through remote access through the confidential password-protected login process provided by ADA and Client shall be responsible for maintaining the confidentiality of such passwords, among its employees, and any approved agents and subcontractors, if any.

2.2 ADA shall take reasonable commercial efforts to ensure that the Platform shall be normally operational at all hours (excluding scheduled maintenance, upgrades and downtime caused by third party vendors 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 Services or the Platform. Nothing herein or in any warranty shall obligate ADA to deliver support services in excess of what is described in this Agreement.

- 2.2 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 (b) promptly notify ADA in writing if Client suspects that the Account or Platform security has been breached or compromised.
- 2.4. Client would be required to obtain prior written consent from ADA, in the event the Client wishes to grants access to third parties, including its agents, agencies and/or subcontractors. Unless otherwise agreed by ADA in writing, the access is only granted to one (1) authorised user of the Client. The Client is responsible for all activities conducted under its account logins and for its authorised user(s) including agents, agencies, and subcontractors and for them to be in compliance with the terms herein. Unauthorized use, resale or commercial exploitation of the Services in any way is expressly prohibited.
- 2.5 For the purposes of maintaining and improving the Platform, ADA may but is not obliged to, monitor the Client's use of or activity on the Platform and retain information entered on the Platform, including deleted items which are not displayed.
- 2.6 The Services and Platform provided are made available to Client for its confidential internal use except that: (a) if Client is an agency, Client may disclose the findings of the analytics dashboard to its client advertiser whose campaigns are being measured (but to no other advertiser); (b) if Client is an advertiser, Client may disclose the findings of the analytics dashboard to the agency providing the Client with services related to the campaigns being measured; and (c) ADA may provide Client with its prior written consent to disclose portions of findings of the analytics dashboard to other relevant third parties; provided that (i) Client ensures that such authorized recipients treat such findings as confidential information, procure such authorised recipients keep confidential such information in a manner not less stringent than the terms herein and will be responsible for any breaches of confidentiality by such authorized recipient; and (ii) Client will not materially alter the findings of the analytics dashboard prior to sharing it with such authorized recipients. Any disclosure must be accurately attributed to ADA, ADA shall not be attributed as the source of any information not generated by ADA and no disclosure shall be presented in a misleading or inaccurate manner.
- 2.7 All trials or testing of Services and the Platform are subject to the terms of the Agreement. Unless otherwise notified by ADA in writing, access to Services and the Platform for trials or testing may be used for evaluation purposes only. Notwithstanding any other terms of the Agreement, trial services are provided "as is" with no express or implied warranty and ADA shall have no liability of any type with respect to a trial Service, unless such exclusion of liability is unenforceable under applicable law in which case, ADA total aggregate liability arising out of or relating to a trial service is US\$100. The Client shall be fully liable for any damages arising out of its use of trial service. Any Client data and configurations entered into the Platform may be permanently lost upon termination or expiry of the trial service.

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 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.

4.0 CLIENT'S OBLIGATIONS

- 4.1 The Client's obligations are as follows:
- (a) The Client will not, and will not allow any third party to use any automated means or form of scraping or other data extraction methods to access, query, collect, or use information from the Platform without ADA's prior written consent;
 - (b) 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;
 - (c) The Client shall not provide a competitor of ADA with access to, or provide or extract information about, the Platform or Services for any purpose or reasons whatsoever;
 - (d) 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; and
 - (e) The Client shall inform ADA in writing of any changes to any information provided to ADA.

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 after being given notice to do so 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, 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 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.
 - (iv) if ADA loses the rights or licenses or access granted by third parties (including third-party web sites or third-party e-commerce platforms or certain third-party services) to provide Services under this Agreement
- 5.4 In the event ADA becomes aware that there has been violation to the terms of the provision of Services by the Client, then ADA reserves the right upon notice to Client to terminate the Client's right to access the Services with immediate effect.
- 5.5 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.
- 5.6 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, ADA's Fees in relation to the Services shall be as set out in the Order Form.
- 6.2 ADA shall, from time to time issue its invoice for its Fees in relation to the Services (exclusive of service charges and applicable taxes) as evidenced on a report log prepared by ADA which shall be conclusive evidence of the Services rendered. 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 dispute on the invoice, the Client shall raise the matter with ADA as soon as practically possible, but however shall remain liable under the terms of this Agreement for any undisputed amounts including those within the disputed invoice.
- 6.3 If applicable, the Fees under this Agreement exclude all sales taxes (including, but not limited to, value added tax), duties or levies imposed by any authority, government or government agency and/or other applicable governmental fees. If the Client 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 ADA 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, the Client will pay such tax to the relevant tax authority by the deadline under applicable law on behalf of ADA. The Client shall then promptly furnish to ADA with the applicable tax receipts from the relevant tax authorities at no charge confirming the amount of such tax payments paid by the Client.
- 6.4 If ADA is entitled to a preferential tax rate under the applicable tax treaty, the Client shall endeavor to apply the reduced tax rate or tax exemption. ADA shall then furnish to the Client evidence of its tax residence status by way of letter or certificate or any other required documents prior to Client making its first payment to ADA under this Agreement.
- 6.5 ADA will issue an invoice on or before the 20th of 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 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 provision of the Services and access to the Platform.
- 6.7 The penalty for late/past due payment beyond the agreed payment terms is at 5% 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.
- 6.8 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 deposit towards the Fees, in whole or in part, upon ADA giving at least seven (7) calendar days' prior written notice to the Client.

7.0 INDEMNIFICATION AND LIMITS OF LIABILITY

- 7.1 The Client hereby agrees to defend, settle and pay damages on behalf of ADA and its Affiliates, with regard to any and all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by ADA and its Affiliates by reason of any claims, suits or proceedings made by a third party for libel, defamation, violation of right of privacy or publicity, breach of contract, copyright infringement, trademark infringement or other infringement of any third party right, fraud, breach of any terms in the Agreement, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation including any breach of confidential information, data protection, non-solicitation and anti-bribery.
- 7.2 The Client shall further indemnify ADA for 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 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 ADA's reliance on the Client's representations, warranties.
- 7.3 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.
- 7.4 NEITHER PARTY SHALL BE LIABLE TO THE OTHER 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 CLAIMING PARTY, IF THE LOSS, DAMAGE, COST OR EXPENSE (I) IS INDIRECT, CONSEQUENTIAL, OR CONSTITUTES OTHER SPECIAL DAMAGES; OR (II) IN TERMS OF TURNOVER, PROFIT (INCLUDING POTENTIAL TURNOVER OR 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.
- 7.5 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.
- 7.6 THE SERVICES AND PLATFORM ARE PROVIDED FOR THE CLIENT'S USE ON AN 'AS-IS' BASIS. ADA DOES NOT MAKE ANY REPRESENTATIONS THAT THE SERVICES 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) THAT THE RECEIPT OR TRANSMISSION OF CONTENT OR INFORMATION WILL BE ACCURATE, ADEQUATE, RELIABLE 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.

- 7.7 THE CLIENT ACKNOWLEDGES THAT THE PLATFORM OPERATES IN AN ONLINE ENVIRONMENT AND, ACCORDINGLY, THE PLATFORM'S AVAILABILITY AND PERFORMANCE RELIES ON THIRD PARTY INFRASTRUCTURE AND SERVICES, E.G. HOSTING SERVICES, TELCO NETWORK SERVICES, 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 SERVICE PROVIDERS (INCLUDING BUT NOT LIMITED TO NETWORK PROVIDERS OR THIRD-PARTY PAYMENT PROVIDERS), THEN THAT BREACH SHALL NOT BE CONSIDERED TO BE A BREACH OF THIS AGREEMENT AND ADA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS SUFFERED BY THE CLIENT.
- 7.8 ADA PROVIDES NO GUARANTEE THAT THE PLATFORM AND SERVICES WILL PROVIDE ANY SPECIFIC RESULTS. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, NO GUARANTEES, WARRANTIES OR REPRESENTATIONS 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 OR THE USE OF THE PLATFORM. FURTHERMORE, ADA DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR ADA SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION.
- 7.9 THE CLIENT RECOGNIZES THAT DATA AND INFORMATION PROVIDED BY THE SERVICE AND PLATFORM REPRESENTS ADA'S OPINION BASED ON ITS ANALYSIS OF DATA AND INFORMATION, INCLUDING DATA FROM SOURCES THAT MAY NOT BE UNDER ADA'S CONTROL, AND THAT ADA CANNOT GUARANTEE THE ACCURACY OF SUCH DATA AND INFORMATION. DATA, STATISTICS, REPORTS AND INFORMATION GENERATED OR RECEIVED FROM THIRD-PARTY PROVIDERS MAY CONTAIN GENERALIZED INFORMATION, WHICH DOES NOT CONSTITUTE A RELIABLE BASIS FOR DECISION-MAKING IN INDIVIDUAL CASES, AND MAY ALSO BE INACCURATE OR OPEN TO INTERPRETATION IF USED WITHOUT FURTHER EXPLANATION. THEREFORE, ADA IS NOT LIABLE FOR DAMAGES CAUSED BY THE USE OF DATA, STATISTICS, REPORTS AND INFORMATION GENERATED OR RECEIVED FROM THIRD-PARTY SERVICE PROVIDERS. SUCH DATA, STATISTICS, REPORTS AND INFORMATION GENERATED OR RECEIVED FROM THIRD-PARTY SERVICE PROVIDERS ARE PROVIDED "AS IS", AND "AS AVAILABLE" AND THAT ADA AND EACH THIRD-PARTY SERVICE PROVIDERS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE DATA, STATISTICS, REPORTS AND INFORMATION GENERATED OR RECEIVED, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 7.10 THE PROVISION OF THE SERVICES AND PLATFORM IS CONDITIONED ON ADA BEING ABLE TO ACCESS CERTAIN THIRD-PARTY WEB SITES OR THIRD PARTY E-COMMERCE PLATFORMS OR CERTAIN THIRD-PARTY SERVICES. SHOULD THE PLATFORM NOT BE ABLE TO ACCESS OR RETRIEVE DATA FROM ANY THIRD-PARTY WEBSITES, OR THIRD PARTY E-COMMERCE PLATFORMS OR SERVICE DUE TO NO FAULT OF ADA, ADA RESERVES THE RIGHT TO REFUND THE FEES PAID BY THE CLIENT ON A PRO RATA BASIS IN THE EVENT ADA IS NOT ABLE TO PROVIDE THE SERVICES DUE TO NOT BEING ABLE TO ACCESS OR RETRIEVE DATA FROM ANY THIRD PARTY WEBSITES OR THID PARTY E-COMMERCE PLATFORMS.
- 7.11 THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE CLIENT TO ADA, AND IS THE CLIENT'S SOLE REMEDY, WITH RESPECT TO CLAIMS COVERED UNDER THIS AGREEMENT.

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 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 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 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 or any information technology (including computer hardware) used by the Client in relation to the Platform;
- (d) procure that no unauthorised third party will, as a result of any act or omission of the Client, obtain access to the Platform;
- (e) apply security procedures to guard against the loss, destruction, corruption or alteration of the Platform data in the possession or control of (or accessed by) the Client;
- (f) ensure that it does not deliberately or negligently corrupt or erase the Platform's data or any information technology (including computer hardware) in relation to the Platform; and
- (g) 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 to any person without ADA's written approval.

10.0 INTELLECTUAL PROPERTY RIGHTS

10.1 The Client acknowledges and agrees that all rights, title and interest in and to all intellectual property rights vested in ADA are and shall remain with ADA. The ADA name, all ADA logos, and the product names associated with the Services and Platform are trademarks of ADA, its licensors, or third parties, and nothing contained in this Agreement shall be construed as conferring any rights to Client therein. Client shall not remove any ADA trademark or logo from the Platform.

10.2 The Client acknowledges and agrees that the Platform, all modifications, enhancements and additions thereto, and all passwords, usernames, site entry procedures software, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information made available to Client and Platform use information are the Intellectual Property Rights of ADA and its licensors, 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 other ADA products or services created during the course of the Services or use of the Platform will vest exclusively in ADA and its licensors. The 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 ADA reserves all rights, title, interest and ownership in the data collected by ADA through the Platform, and ADA may disclose such data, which may include, but not be limited to, including but not limited to content score, assortment and availability, ratings, review, price and promotions and search metrics; provided, however, that such disclosure does not explicitly identify the Client without the Client's prior approval.

10.5 Client grants ADA a limited, revocable, non-exclusive, fully paid, royalty-free, worldwide right and license to display the Client's logo in ADA's promotional materials for ADA's own marketing purpose.

10.6 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 giving 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 being given by 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 (or its equivalent) and anti-bribery or anti-corruption laws as well as all other related 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. Each party shall immediately notify the other party, if it becomes aware of any breach of this provision and the parties agrees 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, the consent of which shall not be unreasonably withheld or delayed; provided however that either party may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliates and the said party shall give advance written notice to the other party of such assignment, transfer or novation as soon as reasonably practicable.
- 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. The parties are independent contractors in the performance of this Agreement. Neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.
- 13.4 **Governing Law and Resolution of Disputes.**

Unless it is expressly stated otherwise, this PO shall be construed in accordance with the laws applicable where the corporate domicile of ADA is located, as further stipulated in the Annexure (“**Relevant Jurisdiction**”).

Parties agree and acknowledge that the courts of the Relevant Jurisdiction shall have exclusive jurisdiction and the Parties hereby submit to such courts, for the purposes of enforcing any and all terms of this Agreement (including all matters, questions or issues of interpretation of this Agreement and the rights and liabilities of the Parties hereto).

Annexure

ADA	CORPORATE DOMICILE	GOVERNING LAWS
Axiata Digital Advertising Sdn Bhd	Kuala Lumpur, Malaysia	Malaysia

ADA Asia Malaysia Sdn Bhd		
ADA Digital Singapore Pte Ltd	Singapore	Singapore
PT Axiata Digital Advertising Indonesia PT ADA Asia Indonesia	Jakarta, Indonesia	Indonesia
ADA Digital (Thailand) Co., Ltd.	Bangkok, Thailand	Thailand
ADA Digital Philippines Inc	Manila, Philippines	Philippines
Branch of ADA Digital Singapore Pte Ltd	Phnom Penh, Cambodia	Cambodia
ADA Digital Singapore Pte Ltd (Branch office)	Colombo, Sri Lanka	Sri Lanka
ADA Digital Singapore Pte Ltd (Branch)	Seoul, South Korea	South Korea
Thien An Investment Co Ltd	Ho Chi Minh City, Vietnam	Vietnam
Adknowledge Asia (India) Pvt Ltd	Mumbai, India	India

- 13.5 **Notices.** All notices under the terms of this Agreement will be deemed given as of the day they are received either by overnight courier, email, postage prepaid certified or registered mail, or facsimile, and addressed either to ADA or Client at their respective addresses specified in the Order Form. If the notices are received after the official office hours of the receiving party, such notices shall be deemed to have been received on the next working 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 remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a Dispute where the parties have referred the Dispute to be resolved by the Arbitration Centre, the parties shall request the Arbitration Centre to 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 counterpart, 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 physically in hard copy and as an original document.
- 13.9 **Headings.** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

13.10 **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 transaction 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 obligations, enforceable against it in accordance with its terms;

by reason of the Agreement being made in the English language or not made in the language required by law.

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 such translated language, the English version shall prevail.

13.11 **No Third Party Rights:** A person who is not a party to this Agreement shall have no right to enforce any of its terms. No person who is not a party to this Agreement shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to this Agreement its assent to any such term.

13.12 **Amendments:** ADA may update the Digital Shelf 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 this Digital Shelf GTC.

[-END-]