

PURCHASE ORDER

GENERAL TERMS AND CONDITIONS

This Purchase Order General Terms and Conditions ("**PO GTC**") shall govern and form an integral part of the PO (as defined below) (PO and PO GTC collectively known as "**Agreement**") between the entity identified as ADA in the applicable PO ("**ADA**") and the person or entity identified as the Supplier in the PO ("**Supplier**").

The PO shall become a binding contract subject to these PO GTC and shall be deemed to be accepted by the Supplier during the Term as specified in the PO: (i) by acknowledgement of the PO; or (ii) by the Supplier's commencement of delivery or provision of the Goods and Services (including planning) or shipment of the Goods and Services; or (iii) by other conduct(s) by the Supplier or any of its representatives reasonably demonstrating their acceptance of the PO, whichever occurs first.

1. DEFINITIONS

- 1.1 Capitalized words used in this PO GTC shall have the meanings ascribed below:

"**ADA Information**" means all information, reports or data such as diagrams, plans, statistics, drawings and supporting records or materials (whether in writing, orally, or by any electronic or other means), which has come into the possession of the Supplier which relate to ADA, member(s) of ADA's Affiliate, its customers (including its customers' customers) or suppliers and shall include but is not limited to data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information relating to ADA or member(s) of ADA's Affiliate; or any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to ADA or member(s) of ADA's Affiliate; and any Personal Data which ADA or ADA's Affiliate controls the Processing of or which comes into the knowledge, possession or control of the Supplier pursuant to the PO.

"**ADA Data**" includes, but is not limited to, the data, text, drawings, diagrams, plans, statistics or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, electromagnetic, optical, tangible or other media which are supplied to the Supplier by or on behalf of ADA or any other member(s) of ADA's Affiliate; or which the Supplier accesses, processes, stores, transmits or replicates using or on ADA's systems or equipment pursuant to the PO; or which the Supplier has custody or control of for purposes connected to the PO, including any Personal Data which ADA or any other member(s) of ADA's Affiliate controls the processing of or which comes into the knowledge, possession or control of the Supplier pursuant to the PO.

"**ADA Group**" means ADA and its Affiliates and associated companies.

"**ADA Systems**" means the hardware (including computer hardware), software and telecommunications or information technology equipment, systems and networks used or owned by ADA or any other member(s) of ADA's Affiliate or licensed to ADA or any other member(s) of ADA's Affiliate by a third party.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"**Applicable Laws**" means with respect to any person or thing, any supranational, national, state, provincial, municipal or local law, common law, regulation, directive, guideline, constitution, act of parliament, ordinance, treaty, convention, by-law, circular, guidance, notice, codes, rule (including the rules of any applicable stock exchange), order, injunction, judgment, decree, arbitral award, ruling, finding or other similar requirement enacted, adopted, promulgated or applied by an Authority, including any amendments, re-enactment or replacement of it, that has the force of law with respect to such person or thing in any relevant jurisdiction.

"**Authority**" includes any supranational, national, state, municipal or local government, governmental, semi-governmental, inter-governmental, regulatory, judicial or quasi-judicial body, agency, department, entity or authority, stock exchange or self-regulatory organisation established under statute and shall include persons exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Business Day**" means means any day of the week (excluding weekends and public holidays) on which commercial banks are open for business in the territory where ADA corporate entity domiciles in.

"**Best Industry Practice**" means, in relation to any undertaking and any circumstances, the exercise of the degree of skill, care, diligence, prudence, foresight and judgement which could reasonably be expected from highly skilled, experienced persons, entities and world leading suppliers and contractors engaged in comparable types of undertaking under similar circumstances, applying equivalent or better standards currently applied in the industry relevant to the Goods and Services being provided or delivered and any other products, works and services that may become available to ensure, without limitation, the objectives and obligations identified in this Agreement are achieved and performed that include best practices and value in respect of price, performance and time to market;

"**Confidential Information**" means all information, reports or data such as diagrams, plans, statistics, drawings and supporting records or materials (whether in writing, orally, or by any electronic or other means), which has come into the possession of the Supplier before,

on or after the Term which relate to member(s) of ADA Group, its customers (including its customers' customers) or suppliers and shall include but is not limited to:

- (a) data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information relating to member(s) of ADA Group; or
- (b) any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to member(s) of ADA Group; and
- (c) any Personal Data which ADA or any other member(s) of ADA Group controls the Processing of or which comes into the knowledge, possession or control of the Supplier pursuant to this Agreement.

"Data Protection Law " means all Applicable Laws, policies and regulations relating to the collecting and processing of personal data and privacy in effect from time to time.

"Data Subject" means an individual who is the subject of the Personal Data.

"Deliverable" or **"Deliverables"** means the provision or delivery of the Goods and Services (including planning) or shipment of the Goods and Services or any conduct(s) by the Supplier or any of its representatives to ADA as specified in the PO or otherwise agreed between the Parties in writing.

"Fees" means the amount ADA is required to pay under the relevant PO to the Supplier, which may include but shall not be limited to, any applicable taxes.

"Goods and Services" means tangible and intangible goods and services, including but not limited to content, creatives, software, services, tools, peripherals, spare parts and any related software and documentation specified in the PO.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, moral rights, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Malware" means anything, software or device which may impair or otherwise adversely affect the operation of any computer or system, prevent or hinder access to any program or data (whether by rearranging within the computer or any storage medium or device, altering or erasing, the program or data in whole or in part, or otherwise), gain unauthorised access to any program, equipment, system or data or collect data or surveillance without authorisation, including worms, trojan horses, computer viruses, ransomware, spyware or similar things.

"Parties" means collectively ADA and the Supplier, whereas the term **"Party"** shall mean any of them.

"Personnel" means all employees, agents, suppliers, contractors and other representatives of such Party (or its subcontractors) who are involved, or proposed to be involved, in the provision of Goods and Services.

"Personal Data" means personal data, personal information or data relating to individuals.

"Process" or "Processing" means collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on Personal Data, including (a) the organization, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data.

"Purchase Order" or "PO" means a mutually agreed Purchaser Order incorporating this PO GTC.

"Sub-Processor" means any party appointed by, or on behalf of, the Supplier to Process Personal Data in connection with this PO.

"Term" means the Term of the Purchase Order specified in the PO.

"Timelines" means the implementation plan for the delivery of the Goods and Services to ADA as set out in the PO.

2.0 DELIVERY, TRANSPORTATION AND SHIPPING

2.1 Delivery, Transportation, Shipping. The Supplier shall: (a) ensure the Goods and Services are suitably packed to avoid damage in transit or in storage, marked, transmitted, delivered or shipped in accordance with ADA's requirements and all applicable laws or regulations; and (b) not charge for any costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the PO. The Supplier shall include the delivery order, bills of lading or other shipping receipts with the correct classification and identification of the Goods and Services, which shall be

delivered or shipped in accordance with the requirements as set out by ADA and the relevant authorities. The identification markings on each package of the Goods and Services including the packing slips, delivery order, bills of lading and invoices must be sufficiently clear to enable ADA to identify the Goods and Services.

2.2 Notwithstanding clause 2.1, ADA may reject the Goods and Services, if they are defective and not in accordance with ADA's requirement under the PO or are reasonably believed to be counterfeit and such rejected Goods and Services shall be removed by the Supplier at the instruction of ADA.

2.3 **Delivery.** Deliveries will be made in the manner, on the dates, and at the time specified in the PO or in accordance with any subsequent written instructions by ADA. Time is of the essence for all deliveries. ADA will not be required to pay for or accept any Goods and Services that do not meet the PO GTC. In the event the Supplier is unable to comply with the delivery date as specified in the PO, the Supplier shall notify ADA not less than 2 business days before such delivery date, and ADA may purchase replacements elsewhere, and the Supplier shall be liable for the actual costs incurred by ADA.

2.4 **Title and Risk.** Title to the Goods and Services shall pass to ADA upon full payment of the PO value. The risk of damage, or loss of, the Goods and Services shall remain with the Supplier until the Goods and Services have been inspected and accepted by ADA in writing.

2.5 **Quality.** The Goods and Services shall be free from any faults and defects, failing which, ADA may elect to either reject any such Goods and Services without any liability whatsoever to the Supplier, or, to require the Supplier to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.

3. GENERAL GOODS AND SERVICE REQUIREMENTS

3.1 The Supplier shall:

- a) perform the Services in accordance with this PO, including any specifications as may be required by ADA.
- b) The Supplier must, in accordance with PO:
 - i. deliver the Goods and Services to ADA in compliance with ADA's specifications and requirements and shall ensure the services is successfully installed, completed, integrated and well operate as stated in the PO. In the absence of such specifications and in all cases other than the supply of services, the Goods and Services shall meet the manufacturers' prevailing published specifications;
 - ii. perform all the and any other relevant tasks set out in the PO; and

- iii. perform any other activities or tasks reasonably incidental to or directly connected with the obligations of the Supplier under this PO which are not expressly stated.

c) Without limiting any other obligation imposed on the Supplier under this PO, the Supplier must:

- i. supply the Goods and Services and perform its other obligations under this PO, in a timely, diligent and competent manner, and with all due skill and care;
- ii. supply and deliver the Goods and Services under this PO;
- iii. provide, manage and maintain sufficient resources, including human resources, equipment and facilities, to enable it to fulfil its obligations under this PO;
- iv. not adversely interfere with ADA's business;
- v. comply with all reasonable directions given by ADA from time to time in connection with the Goods and Services;
- vi. provide such other services as are necessary for, or reasonably incidental or collateral to, the performance of its obligations under this PO.

3.2 The Supplier in the course of providing Goods and Services to ADA shall ensure its Personnel are:

- i. highly qualified, certified, efficient, competent and experienced professionals capable of carrying the roles, duties and responsibilities of the Supplier for the purpose of executing the PO;
- ii. the Personnel shall devote all the time and attention to the performance of their work in relation to the providing the PO during the Term;
- iii. the Personnel shall exercise all care, skill and diligence in the performance of carrying out their obligations under the PO according to Best Industry Practice;

3.3 Notwithstanding the aforementioned and anything stated to the contrary herein, the Supplier shall be fully responsible for the acts, omissions, defaults and neglect of the Personnel regardless of whether the Supplier has knowledge of the same.

3.4 Where ADA requires the Supplier to replace the services of any of the Personnel for any reasons whatsoever, ADA shall notify the Supplier accordingly in writing and the Supplier shall replace such Personnel of equivalent or requisite or higher skill, qualification, capability and experience. Any replacement of Personnel as may be requested by ADA shall be at the cost and expense of the Supplier and

the Supplier shall ensure the replacement process would not disrupt or cause delays.

- 3.5 If for any reasons beyond the reasonable control of the Supplier, it becomes necessary to substitute any of the Personnel or if the Supplier determines in its reasonable judgement that it is appropriate to change or substitute any of the Personnel, the Supplier shall notify and consult ADA on a suitable replacement and provide a Personnel of equivalent, requisite or higher skill, qualifications, capability and experience reasonably acceptable to ADA and any cost incurred thereby in such replacement shall be borne by the Supplier.
- 3.6 The Supplier shall ensure that the Personnel shall be bound by and comply with the confidentiality obligations as stated herein.

4. REPRESENTATIONS AND WARRANTIES

4.1 **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.

4.2 Supplier further represents and warrants that in respect of any Goods and Services:

- (a) it has the right and authority to permit the use, reproduction, distribution, and transmission of the Goods and Services;
- (b) the Goods and Services supplied by the Supplier are, at all times during the term of this PO:
 - i. is factually accurate;
 - ii. does not contain any illegal, fraudulent or deceptive materials;
 - iii. does not contain spyware, virus, malicious code or peer to peer applications;
 - iv. does not violate any laws, codes governing standards of practice, or industry best practices;
 - v. Goods and Services specified in the PO are new, unused, not secondhand and do not contain any used or reconditioned materials, unless ADA has agreed otherwise in writing;
 - vi. it has been disclosed to ADA in writing the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and Services and the Supplier is in compliance with all the licensing applicable to such third party code;
 - vii. without any loss or corruption of any ADA Data due to Supplier negligence and wilful misconduct; provided in such a manner so as not to detrimentally affect the operation or capacity of ADA

Systems or any of ADA's networks or information technology or business systems;

- viii. infringe any third party Intellectual Property Rights
- ix. infringe confidentiality obligations owed to any third party; and
- x. it has duly obtained and shall ensure that it shall obtain all necessary consents, licences, Intellectual Property Rights and authorisations to undertake in delivering the Goods and Services.

4.3 Unless specified in the PO, The Supplier further warrants the warranty period shall be twelve (12) months immediately following the written acceptance of the Goods and Services by ADA, unless stated otherwise in the PO. If any defect occurs during the warranty period, the Supplier shall forthwith, at its own cost and expense repair or replace the Goods and Services, failing which, ADA may repair, or replace it and the Supplier shall reimburse ADA for all costs and expenses incurred relating thereto. During the warranty period, ADA will not be required to pay for the proportion of work other than those specified under this Agreement

4.4 **Breach of Warranty.** Without prejudice to any other remedies available to ADA, if a breach of any of the Warranties occurs, then, the Supplier must at its own risk and cost, undertake its obligations in relation to the Goods and Services including to perform the Support Services and promptly repair, replace, upgrade or improve the Deliverables so that it complies with the Warranties under this PO.

5. ACCEPTANCE

5.1 The Supplier shall ensure that its Personnel will undertake and complete the Deliverables in accordance with the Timelines. The Supplier shall notify ADA in writing upon completion of all Deliverables. If the Deliverables are in accordance with the provisions of this Agreement, ADA shall then accept the Deliverables by way of issuance of a formal, written acceptance by an authorised representative of ADA ("**Final Sign-off**").

5.2 Prior to the issuance of the Final Sign-Off, ADA will notify the Supplier of any non-conformance of the Deliverables, specifying any requirement of the non-conformance and the Supplier shall assess the non-conformance and take corrective steps to rectify the same to complete the Deliverables upon notification of such non-conformance by ADA. Such corrective steps taken by the Supplier for rectification to conform to ADA's requirements shall be at no additional cost to ADA.

5.3 In the event the Supplier fails to rectify the non-conformance within 90 days after being notified by ADA, ADA shall have the right to terminate the PO.

6. VARIATIONS

- 6.1 ADA may at any time during the term of the PO, require the Supplier to revise the dates and time specified in the implementation plan for the delivery, including the date for acceptance of the Goods and Services, or to undertake any reasonable alteration or addition to or omission from the Goods and Services ("**Variation**").
- 6.2 In such a case, the Supplier shall analyse the impact on the Timelines, costs and whether changes would be required to be made to the Goods and Services.
- 6.3 Any such changes referred to in Clause 6.2 shall require the mutual written agreement of the Parties.
- 6.4 If the effect of the Variation is that the Supplier shall still be able to deliver the Goods and Services within the Timelines, the Supplier shall not be entitled to any upward variation to the Fees and the Timelines as stated in the PO.

7. BILLING

- 7.1 **Fees.** In consideration of the Supplier providing, undertaking and completing the delivery of the Goods and Services in accordance with this Agreement, ADA shall pay the Supplier the amount stated in the PO.
- 7.2 **Billing and Payment.** Unless otherwise stated on the PO, invoicing shall be one hundred percent (100%) of the PO value upon written acceptance of the Goods and Services by ADA. Unless otherwise stated in the PO, the payment term is 45days upon receipt of a valid and correct invoice together with all the relevant supporting documents. All payments under the PO are without prejudice to ADA's claims, rights, or remedies.
- 7.3 **Taxes.** Unless otherwise stated in the PO, the price includes all applicable taxes, duties and charges. Supplier shall separately invoice ADA for any sales or similar turnover taxes or charges that the Supplier is required by law to collect from ADA. Invoices shall be in the appropriate format required by local law to permit the deduction of payments for income tax purposes by ADA.
- 7.3.1 Where Goods and Services and Services Tax ("**GST**"), Value Added Tax ("**VAT**"), Sales and Service Tax ("**SST**") or tax of similar nature is applicable on any Goods and Services supplied under the PO, ADA shall pay for the GST, VAT, SST, or tax of similar nature under each invoice provided that the Supplier has complied with the following: (a) the Supplier is duly licensed with the relevant authorities to collect GST or tax of similar nature; (b) GST or tax of similar nature for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and (c) all invoices provided by the Supplier to ADA complies with the relevant laws relating to GST or tax of similar nature enforced by the authorities.
- 7.3.2 The Supplier shall be responsible for complying with all applicable tax laws

and regulations including but not limited to the filing of any statutory tax returns. The Supplier agrees to keep ADA harmless against any claims or penalties that may be imposed on ADA by reason of the failure of the Supplier to comply with its obligations under applicable tax laws.

- 7.4 **Withholding Tax.** If ADA is required by law to make any deduction or withholding of any sum otherwise payable to Supplier under the PO, ADA is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. ADA will upon request from the Supplier, provide the Supplier with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by ADA. If the Supplier is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Supplier may furnish to ADA the evidence by way of letter or certificate issued by the relevant tax authority confirming the tax residence status of the Supplier. Upon receipt of the evidence, ADA shall implement the appropriate preferential tax rate.
- 7.5 **Set off.** ADA may deduct from monies otherwise due to Supplier, any amount due from Supplier to ADA in connection with this Agreement.
- 7.6 **Late Billing.** ADA is not liable to pay Supplier, and Supplier must not invoice ADA for any amount in respect of any Goods and Services provided under this Agreement, where the invoice for such Goods and Services is received by ADA more than three (3) months after the last date on which such amount should have been invoiced in accordance with Clause 7.

8. TERM AND TERMINATION

- 8.1 This Agreement shall be effective during the Term unless terminated in accordance with this Agreement.
- 8.2 Notwithstanding any provision to the contrary in this Agreement, 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:
- the other Party commits a material breach of any of its obligations under this Agreement and such Party fails to remedy such breach (if capable of remedy) within two (2) weeks after being given the notice to do so;
 - any of the representations and/or warranties made by the other Party is untrue, incorrect or misleading;
 - 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

iv. it becomes illegal or unlawful for either Party to perform any of its duties and obligations under this Agreement.

8.3 Without affecting any other right or remedy available to it, ADA may terminate or suspend any portion of this Agreement with immediate effect by written notice to the Supplier if the Supplier's representations and warranties under Clause 4 were found to be untrue or inaccurate.

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

8.5 Upon termination :

i. other than the provisions expressly provided in this Agreement to survive termination or which, by their nature, are intended to survive termination, this Agreement shall terminate and cease to have any further force or effect;

ii. the Supplier shall immediately invoice to ADA all outstanding unpaid invoices in respect of any portion of the Goods and Services supplied but for which no invoice has been submitted;

iii. the Supplier shall permanently destroy, or return to ADA and other relevant member(s) of ADA Group, all Confidential Information or deal with the same in the manner instructed by ADA and other relevant member(s) of ADA Group, within the earlier of the time period required under law (if any) and fourteen (14) days after the termination or expiry of this Agreement.

iv. no Party shall in any way exhibit any links or display any information that would lead any person to believe that ADA or other members of ADA Group and the Supplier are linked or related in any manner;

v. the Supplier hereby irrevocably assigns, transfers and conveys to ADA the Intellectual Property Rights in the Deliverables and parts thereof delivered to ADA as at the date of termination of this Agreement, upon payment by ADA of the amounts it is liable to pay as referred to in this Clause 8.3;

vi. except as expressly set out in Clause 9, the Intellectual Property Rights owned by a particular Party shall not at any time thereafter be used by the other Party for any purpose whatsoever;

vii. ADA shall only be liable to pay the Supplier in accordance with Clause 8.3;

viii. ADA shall not be liable to the Supplier by virtue of early termination of this Agreement, including but not limited to

any claim for loss of profits and revenue or prospective profits.

8.6 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 this Agreement which existed at or before the date of termination or expiry.

8.7 All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including but not limited to all payment obligations, use restrictions, confidentiality obligations, data security and protection, indemnification obligations, and limitations of liability.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Supplier 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 Goods and Services are trademarks of ADA, its licensors, or third parties, and nothing contained in this Agreement shall be construed as conferring any rights to the Supplier therein. The Supplier shall not remove any ADA trademark or logo from the Goods and Services, if applicable.

9.2 The Supplier warrants that it owns or is licensed to use the Intellectual Property Rights contained in the Goods and Services. The Supplier confirms that it has the right to grant and hereby grants to ADA and its Affiliates a non-exclusive, worldwide, perpetual, transferable, right to sub-license and royalty-free license to ADA with respect to use all Intellectual Property Rights contained in the Goods and Services in conjunction with the use or sale of the Goods and Services and to display the Supplier's logo in ADA's promotional materials for ADA's own marketing purposes.

9.3 The Supplier shall indemnify and hold ADA harmless against any and all third party claims, actions and demands that the use of the rights granted by the Supplier herein infringes any rights of such third party and shall indemnify ADA against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against ADA.

9.4 All rights not expressly granted in this Agreement are reserved by ADA.

10. INDEMNIFICATION AND LIMITS OF LIABILITY

- 10.1 The Supplier will defend, hold harmless, settle, pay damages and indemnify ADA, its directors, officers, employees and its customers, and their respective successors and assigns, with regards to any and all claims, actions, liabilities, losses, expenses, damages and costs (including without limitation, reasonable attorney's 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.
- 10.2 The Supplier shall further indemnify ADA for any other unlawful conduct engaged or non-compliance with any Applicable Laws and regulations by the Supplier 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 purchase of the Goods and Services, where such fines, penalties or compensation were incurred by ADA as a result of ADA's reliance on the Supplier's representations, warranties and undertakings.
- 10.3 In the course of defending, settling or paying damages on behalf of ADA, the Supplier shall not make any admission of fault or liability on behalf of ADA or its Affiliates without ADA's prior written consent.
- 10.4 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.
- 10.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, ADA'S MAXIMUM LIABILITY TO THE SUPPLIER, 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.
- 10.6 THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ADA TO THE SUPPLIER, AND IS

THE SUPPLIER'S SOLE REMEDY, WITH RESPECT TO CLAIMS COVERED UNDER THIS AGREEMENT.

11. REMEDIES AND INJUNCTIVE RELIEF

- 11.1 The rights and remedies reserved to ADA in the Agreement are cumulative with, and in addition to, all other or further remedies provided in law. The Supplier acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the Agreement by the Supplier with respect to its delivery of Goods and Services to ADA and that, in addition to all other rights and remedies which the ADA may have, ADA shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

12. CONFIDENTIALITY

- 12.1 The Supplier shall:
- i. treat as confidential and keep secret all Confidential Information, including all information which has already been disclosed to it pursuant to this Agreement and prior to the entry of this Agreement;
 - ii. only disclose the Confidential Information to its personnel for the purpose of performing the Supplier's obligations in this Agreement and shall take all proper and effective precautions to prevent the disclosure of the Confidential Information to unauthorised persons and to preserve the secrecy and confidentiality of the Confidential Information and, in particular but without in any way limiting the generality of the foregoing, take all necessary action to prevent unauthorised persons from obtaining access to the Confidential Information whether by direct or indirect exposure;
 - iii. upon the termination or expiry of this Agreement, deal with Confidential Information in accordance with Clause 8.3; and
 - iv. take all necessary steps to ensure that the Supplier's Personnel who have access to the Confidential Information comply with and are bound by this confidentiality requirement in favour of ADA.
- 12.2 Except with the prior written consent of ADA, the Supplier, and the Supplier's Personnel who have access to the Confidential Information shall not, at any time:
- i. communicate to any person or body or entity, any Confidential Information disclosed to them for the purpose of the provision or delivery of the Goods and Services or discovered by them in the course of the provision and performance of the Goods and Services in accordance with the Agreement;
 - ii. make public any information as to the recommendations, assessments and opinions formulated in the course of or as

a result of the provision or performance of its obligations under this Agreement;

- iii. make or caused to be made any press statement nor publish any material whatsoever relating to the Agreement; or
- iv. use or permit to be used in any manner the Confidential Information for any purpose whatsoever except for the purposes expressly authorised by ADA.

12.3 This Clause 12 shall not apply to Confidential Information which:

- i. is or becomes part of the public domain through no act or omission of the Supplier;
- ii. was in the Supplier's lawful possession prior to the disclosure and had not been obtained by the Supplier either directly or indirectly from ADA;
- iii. is lawfully disclosed to the Supplier by a third party without restriction on disclosure;
- iv. is independently developed by the Supplier; or
- v. is required by law or any governmental or other regulatory authority to be disclosed.

12.4 The Supplier hereby agrees to take all reasonable steps to ensure that the Confidential Information are not disclosed or distributed by its Personnel, employees, officers, directors, agents or other personnel who obtain or have access to the Confidential Information in violation of this Agreement. In the event where any such person or persons misuse or use the Confidential Information without the consent of ADA, the Supplier is liable to indemnify ADA and other relevant members of ADA Group for any loss or damage suffered or incurred as a result of the misuse or unauthorised use.

12.5 The obligations in this Clause 12 shall survive the termination or expiry of this Agreement.

13. DATA SECURITY AND PROTECTION

13.1 In supplying the Goods and Services and performing the services, and in carrying out the other tasks allocated to it in the Agreement, the Supplier shall in accordance with Best Industry Practice:

- i. do all things that a reasonable and prudent entity would do to ensure that all ADA Data are protected at all times from accidental, unauthorised or unlawful access, processing or Processing, use or transfer by a third party or loss, misuse, damage or destruction by any person, including to adopt and implement all appropriate technical and organisational measures and controls;
- ii. provide and implement protective policies, processes, measures and controls for ADA Data that are no less rigorous than accepted industry standards and commensurate with the consequences and

probability of accidental, unauthorised or unlawful access to, processing or Processing, use or transfer of, or the loss,

misuse, damage or destruction of, ADA Data. The Supplier shall provide ADA and other relevant member(s) of ADA's Affiliate with an up-to-date copy of its written physical, technical and organizational security measures;

- iii. comply with ADA's and other relevant member(s) of ADA's Affiliate's information technology, security, access and usage policies, procedures and directions set out in this Agreement or notified to it from time to time;
- iv. take all necessary steps to prevent any malware or virus being introduced into any software or onto any of ADA Systems or any information technology equipment (including computer hardware), systems or networks used by the Supplier to access, process or Process, store, transmit or generate ADA Data or to supply the Goods and Services to ADA;
- v. not access or attempt to access the ADA Systems without the prior written consent of ADA and other relevant member(s) of ADA's Affiliate;
- vi. procure that no unauthorised third party will, as a result of any act or omission of the Supplier or its personnel, obtain access to any of the ADA Data or ADA Systems;
- vii. apply security procedures, measures and controls to guard against the misuse, loss, damage, destruction, corruption or alteration of ADA Data in the possession or control of (or as accessed by) the Supplier or its Personnel;
- viii. ensure that it does not deliberately or negligently misuse, lose, damage, destroy, corrupt, alter or erase the ADA Data on the ADA Systems or on its own equipment or systems;
- viii. not disclose or share passwords, authentication tokens or credentials supplied by ADA or other member(s) of ADA's Affiliate to access the ADA Systems to any person other than its Personnel with a need to know and revoke or remove such access immediately upon any such Personnel no longer having the need to know or leaving the Supplier;
- (x) immediately notify ADA of any breach of the above; and
- (xi) develop or adapt for acceptance by ADA and other relevant member(s) of ADA's Affiliate a Data Protection Plan ("DPP") that sets out how the Supplier will deal with and discharge its obligations in respect of ADA Data (including Personal Data) during the term of this Agreement. The DPP must:

- (a) be consistent with the requirements of the Agreement (including this Clause 13);
- (b) be consistent with the requirements of all relevant privacy or data protection and other laws, including the privacy or data protection laws of jurisdictions where any ADA Data is stored, managed or transited;
- (c) specifically deal with cybercrime or cybersecurity risks, including protecting against and monitoring actual, attempted or potential unauthorised access and rapidly responding to any unauthorised access, cybercrime or cybersecurity breaches in order to limit the effects of such access, crime or breach and the occurrence of any other such access, crime or breach;
- (d) set out the steps and processes that the Supplier and ADA and other relevant member(s) of ADA's Affiliate will follow to protect ADA Data from actual, attempted or potential unauthorised or unlawful access, use, processing or Processing, or transfer, or misuse, damage, destruction, loss or corruption and rapidly respond to any unauthorised or unlawful access, cybercrime or cybersecurity breaches; and
- (e) include any comments from or requirements of ADA and other relevant member(s) of ADA's Affiliate from time to time, and once accepted by ADA and other relevant member(s) of ADA's Affiliate, the Supplier must comply with the DPP.

13.2 If the Supplier becomes aware of any actual or suspected:

- i. action taken through the use of computer networks that attempts to access the Supplier's information system or ADA Data residing on that system or that results in any actual or potential adverse effect on the Supplier's information system or ADA Data residing on that system ("**Cyber Incident**");
- ii. any other unauthorised access or use by a third party or misuse, damage or destruction by any person ("**Other Incident**"); or
- iii. breach of any applicable law by the Supplier ("**Breach**"), the Supplier shall:

- (a) notify ADA and other relevant member(s) of ADA's Affiliate in writing immediately (and no longer than 2 hours after becoming aware of the Cyber Incident, Other Incident or Breach) providing full details of the Cyber Incident, Other Incident or Breach and keep ADA and other relevant member(s) of ADA's Affiliate updated at all times thereafter in relation to the Cyber Incident, Other Incident or Breach; and

- (b) provide sufficient information and assistance to allow ADA and other relevant member(s) of ADA's Affiliate to meet their respective obligations to report the Cyber Incident, Other Incident or Breach to the relevant authorities or inform the Data Subjects under the applicable privacy or data protection and other laws. The Supplier shall co-operate with ADA, other relevant member(s) of ADA's Affiliate and the relevant authorities to take all reasonable steps to assist in the investigation, mitigation and remediation of the Cyber Incident, Other Incident or Breach;
- (d) comply with the DPP and all other directions issued by ADA or other relevant member(s) of ADA's Affiliate in connection with the Cyber Incident, Other Incident or Breach, including in relation to:

- (1) notifying any relevant body, as required by the DPP or ADA and other relevant member(s) of ADA's Affiliate;
- (2) obtaining evidence (including digital forensic evidence) about how, when and by whom the Supplier's information system or tADA Data has or may have been compromised, providing it to ADA and other relevant member(s) of ADA's Affiliate on request, and preserving and protecting that evidence for a period of at least 12 months;
- (3) implementing any mitigation strategies to contain and reduce the impact of the Cyber Incident, Other Incident or Breach or the likelihood or impact of any future similar event, incident or breach; and
- (4) recovering and restoring the Goods and Services (if affected) and preserving and protecting ADA Data (including as necessary, reverting to any backup or alternative site or taking other action to recover ADA Data).

13.3 The Supplier shall take out and maintain insurance to protect against the risks of a Cyber Incident, Other Incident or Breach and comply with the provisions of that insurance.

13.4 The Supplier shall ensure that:

- i. all subcontracts, other supply chain arrangements and contracts with Sub-Processors, which may allow or cause access to ADA Data, contain provisions that are at least as stringent as those in this Clause 13 and do not contain any provisions that are inconsistent with this Clause 13; and

- (ii) all the Supplier's Personnel who have access, directly or indirectly, to ADA Data or ADA Systems comply with this Clause 13 as if the Personnel were the Supplier.

13.5 The Supplier shall at all times comply with the Malaysian Personal Data Protection Act 2010 and all applicable laws, policies, regulations relating to collecting and processing of personal data and privacy which is in effect (collectively "**Personal Data Laws**") in respect of the Processing, dealing, remote access or transfer of Personal Data of ADA and other members of ADA's Affiliate, including but not limited to Personal Data of the customers or employees of ADA or other members of ADA's Affiliate. The Supplier shall not do or omit to do anything that would cause ADA or other members of ADA's Affiliate to contravene, or that would result in ADA or other members of the ADA's Affiliate contravening, any Personal Data Laws.

13.6 The Supplier shall only Process Personal Data of ADA and other members of ADA's Affiliate for the sole purpose of performing the PO and in accordance with the respective instructions and policies of ADA and other relevant member(s) of ADA's Affiliate. The Supplier shall immediately notify ADA and other relevant member(s) of ADA's Affiliate if it believes that the data Processing instruction infringes the applicable privacy or data protection laws.

13.7 The Supplier shall not transfer or remotely access Personal Data of ADA or other members of ADA's Affiliate without the prior written consent of ADA and other relevant member(s) of ADA's Affiliate. The Supplier shall ensure that any transfer of, or remote access to, Personal Data of ADA or other members of ADA's Affiliate does not contravene any provisions of this Agreement or any applicable laws and that such Personal Data is adequately protected at all times. All transfer of such Personal Data shall be encrypted or be secured in other ways.

13.8 The Supplier shall not engage a Sub-Processor to Process any Personal Data of ADA and other members of ADA's Affiliate or change any Sub-Processor without the prior written consent of ADA and other relevant member(s) of ADA's Affiliate. Where the Supplier engages any such Sub-Processor, ADA shall ensure that the Sub-Processor adheres to the same obligations as the Supplier's obligations with respect to ADA Data (including Personal Data) and Confidential Information in this Agreement. The Supplier shall be responsible for verifying the Sub-Processor's compliance. The Supplier shall be fully responsible to ADA and other relevant member(s) of ADA's Affiliate for any non-compliance by any Sub-Processor with the aforesaid obligations or any applicable laws.

13.9 The Supplier shall assist ADA and other relevant member(s) of ADA's Affiliate to handle and comply with their respective

obligations in complying with Data Subjects' rights. If the Supplier or its Sub-Processor receives a complaint or any request (including any request for access to Personal Data) from any Data Subject or his/her agents, or from any authority, the Supplier must, without undue delay, inform ADA and other relevant member(s) of ADA's Affiliate of the complaint or request. Upon request by ADA or other relevant member(s) of ADA's Affiliate, the Supplier shall, without undue delay, supply the information to ADA and other relevant member(s) of ADA's Affiliate to enable them to respond to such complaint or request. The Supplier shall not respond to these complaints or requests unless instructed in writing by ADA.

13.10 The Supplier shall establish and maintain a record of Personal Data Processing activities in electronic form. Such record shall, at the minimum, contain the following information:

- (i) types/categories of Personal Data Processed;
- (ii) transfer details, including countries transferred to and the safeguards for the transfer;
- (iii) information of the Sub-Processor and details of the Processing activity;
- (iv) specific data security requirements;
- (v) information of the Supplier and its Data Protection Officer or appointed officer responsible for the Processing of Personal Data;
- (vi) technical and organizational security measures employed by the Supplier to safeguard Personal Data.

The Supplier shall furnish a copy of the up-to-date record to ADA and other relevant member(s) of ADA's Affiliate upon request.

13.11 The Supplier shall provide reasonable assistance to ADA and other relevant member(s) of ADA's Affiliate with any data protection impact assessment and consultation with supervisory authority, when required by ADA or other relevant member(s) of ADA's Affiliate.

13.12 ADA and other relevant member(s) of ADA's Affiliate may conduct, or require a third party nominated by them to conduct, a security audit of the Supplier's facilities, safeguards, policies, procedures and security measures in place to protect ADA Data and Confidential Information at any time and from time to time during the Term, including if directed by the data protection authority or if necessary due to any accidental, unauthorised or unlawful access to, processing or Processing, use or transfer of, or loss, misuse, damage or destruction of, any ADA Data. The Supplier shall make available all information necessary to demonstrate compliance with the provisions of this Agreement and privacy or data protection laws. The Supplier may engage its own auditor, provided such auditor is acceptable to ADA and other relevant member(s) of ADA's

Affiliate, and shall furnish the auditor's report to ADA and other relevant member(s) of ADA's Affiliate for their review. Subject to Clause 13.12, each Party will bear its own cost of audit.

delay lasts more than thirty (30) days, ADA may terminate the PO without any liability or obligation to purchase or pay for raw materials, partial, work-in-process or finished Goods and Services.

13.13 ADA will review the results of the security audit with the Supplier. If such results demonstrate that the Supplier has breached any of its obligations, or that the Supplier's safeguards and security measures in place to protect ADA Data or Confidential Information do not meet industry best practice standards, or there is a reasonable risk of material security breaches, the Supplier shall (without limiting ADA's rights and remedies):

- i. pay ADA's and other relevant member(s) of ADA's Affiliate costs associated with the security audit; and
- ii. promptly take such steps as are necessary to remediate the issues identified in respect of the safeguards and security measures to at least the industry standard identified as adequate in the security audit and will provide to ADA and other relevant member(s) of ADA's Affiliate regular status updates of such remediation. The frequency of such status updates will be agreed upon by the Supplier and ADA and other relevant member(s) of ADA's Affiliate but in any event will be at least once every seven (7) days.

13.14 In respect of Personal Data:

- i. in the event of any conflict or inconsistency between Clause 13.5 and any other provisions in this Agreement, the former shall prevail to the extent of the conflict or inconsistency;
- ii. if compliance with any mandatory Personal Data Laws will result in any conflict with any provisions in the Agreement, the Supplier shall comply with such mandatory Personal Data Laws to the extent of the conflict; and
- iii. in the event of any conflict or inconsistency between any provisions in Clause 13 and any provisions in Clause 12, the former shall prevail to the extent of the conflict or inconsistency.

14. FORCE MAJEURE

14.1 If Supplier is prevented from producing, selling or delivering any Goods and Services, or ADA is unable to accept delivery, buy or use any Goods and Services, as a direct result of an event or occurrence that is not reasonably foreseeable for the affected party and without such party's fault or negligence, then the affected party shall provide notice to the other within seven (7) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, explosions, riots, wars, sabotage, labour problems (including lockouts, strikes and slowdowns). If any

15. INSURANCE

15.1 The Supplier shall obtain sufficient coverage and maintain validity of all appropriate insurance (including, without limitation, business, workers' compensation, auto, errors and omissions, professional, product, property, public, commercial and comprehensive general liability insurance) at

15.2 the amount stated in the PO or consistent with the law and industry best practice applicable for the delivery of Goods and Services. Each policy shall name ADA as a loss payee or additional insured and the Supplier shall on request provide certificates and copy of the insurance policies in effect to ADA.

16. NO IMPLIED WAIVER

16.1 The failure of either party at any time to require performance by the other party of any provision of the Agreement will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of the Agreement constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of the Supplier's obligations under the Agreement.

17. ANTI BRIBERY & CORRUPTION AND SUPPLIER CODE OF CONDUCT

17.1 The Supplier shall comply with ADA's anti-bribery and anti-corruption terms and conditions ("**ABAC T&C**") which may be updated by ADA from time to time, located at <https://adkapac.wpengine.com/abac/>, or at such other location as ADA may inform.

17.2 The Supplier shall adhere to the Axiata Supplier Code of Conduct located at <http://www.axiata.com/corporate/supplier-code/>

17.3 In the event that ADA has reasonable grounds to believe that the Supplier has not complied with this clause then ADA may at its own discretion (a) terminate this PO and or (b) seek such remedies available to it under the law including injunctive relief.

18. RELATIONSHIP OF PARTIES

18.1 The PO is non-exclusive and ADA is free to engage others to provide the Goods and Services. Nothing in the PO makes either party the agent, employee or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

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
Axiata Digital Bangladesh (Private) Limited	Dhaka, Bangladesh	Bangladesh
Thien An Investment Co Ltd	Ho Chi Minh City, Vietnam	Vietnam
ADA Digital Analytics Private Limited (formerly known as dhiOmics Analytics Solutions Private Limited)	Bengaluru	India

19. GOVERNING LAW AND JURISDICTION

19.1 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, further stipulated in the **ANNEXURE 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.

19.2 If any dispute arises between the parties concerning matters relating to the Agreement, the parties herein shall use their best endeavors to resolve the dispute amicably. Failing which, the parties agree to submit to the exclusive jurisdiction of the local courts where the corporate domicile of ADA is located.

20. SEVERABILITY

20.1 If any provision of the Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case

20.2 may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

21. NOTICE

21.1 Any notice, invoice, request or other document to be given under this Agreement and all other communications between the Parties with respect to this Agreement shall be in writing and in English language and, shall be delivered by courier, ordinary mail, or by e-mail in accordance with the addresses stated in the PO.

22. SUBCONTRACTING AND ASSIGNMENT

22.1 The Supplier may not subcontract, delegate or assign any rights under this Agreement or transfer of its obligations under this Agreement without the prior written consent of ADA. The Supplier hereby consents to ADA assigning or transferring its rights and obligations under this Agreement and shall do all that is reasonably necessary to give effect to such assignment or transfer.

22.2 Where the Supplier is permitted to subcontract this PO, the Supplier shall remain ADA's sole point of contact and shall remain responsible for ensuring that

ANNEXURE A

ADA	CORPORATE DOMICILE	GOVERNING LAWS
Axiata Digital & Analytics Sdn Bhd ADA Asia Malaysia Sdn Bhd Awake Asia Distribution Sdn Bhd	Kuala Lumpur, Malaysia	Malaysia
ADA Digital Singapore Pte Ltd AAD Holdings Pte Ltd AAD Indochina Pte Ltd Awake Asia Distribution Pte Ltd	Singapore	Singapore
PT Axiata Digital Advertising Indonesia PT ADA Asia Indonesia PT Awake Asia Distribution Indonesia	Jakarta, Indonesia	Indonesia
ADA Digital (Thailand) Co., Ltd.	Bangkok, Thailand	Thailand
ADA Digital Philippines Inc Komli Network Philippines Inc AADistributi on Phils Inc	Manila, Philippines	Philippines

the subcontractors comply with this Agreement.

22.3 The Supplier shall ensure that the subcontractors comply with and is bound by the requirements of this Agreement as they apply to the Supplier and it shall be responsible for all acts and omissions of each of its subcontractors which shall be treated as if they were the acts or omissions of the Supplier itself.

22.4 ADA may, in its discretion, revoke its prior approval on any of the subcontractors (including any approved subcontractors) where, in ADA's reasonable opinion, the performance of the subcontractor is materially inconsistent with its requirements and the terms of this Agreement.

23. LANGUAGE

23.1 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:

- (i) challenge the validity of, or raise or file any objection to, this Agreement or the transaction contemplated in this Agreement;
- (ii) defend its non-performance or breach of its obligations under this Agreement; and
- (iii) 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.

23.2 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.

24. NO THIRD-PARTY RIGHTS:

24.1 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.

25. OTHER TERMS

25.1 The PO may be executed in any number of counterparts, each of which, when executed (via electronic signature, electronic means or otherwise) and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. Delivery of this PO by email or functionally equivalent electronic transmission constitutes valid and effective delivery.

25.2 ADA may update these GTC from time to time, and the Supplier is required to check this domain periodically or ask ADA for a copy of the most recent version of these GTC

[END]