

VERSION DATE: 22 MAY 2025

SERVICES ORDER FORM GENERAL TERMS AND CONDITIONS (GTC)

These General Terms and Conditions ("GTC") form part of the Services Order Form (as defined herein) and together with any schedules, annexes and any amendments and variations made in accordance with these terms, shall hereinafter be collectively referred to as the "**Agreement**" made between ADA and the Client.

Capitalised words used in these terms but not otherwise defined shall have the meanings ascribed to them in the Services Order Form.

This Agreement (including this GTC and the Services Order Form) will constitute the entire agreement of the Parties with respect to the subject matter of the Services Order Form and shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter of the Services Order Form.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following expressions shall, unless the context otherwise requires, have the meanings assigned to them below:

"Affiliate" means in relation to a Party, a corporation owned or Controlled by the Party or which owns or Controls the Party or which is owned or Controlled by a parent corporation which also owns that Party;

"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, judgement, 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, intergovernmental, 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 Mondays through Fridays except for any Saturdays, any Sundays or and any public holidays in the territory where ADA corporate domiciles in or such territory as specified in the Order Form.

"Client Information" means any information, record or a compilation of records relating to the affairs of the Client, whether in paper, electronic or other form including in the form of a record, book, register, correspondence, other document or material;

"Client Materials" includes but is not limited to, any data, plans, guidelines or material of the Client or any third parties which are supplied to ADA by or on behalf of the Client, as more particularly set out in the Services Order Form;

"Commencement Date" means the date which ADA commences the performance of the Services, as set out in the Services Order Form;

"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 ADA, after the Commencement Date which relate to either Party;

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise;

"Fees" means the agreed fees to be paid by Client to the ADA, as set out in Services Order Form, or calculated in accordance with the agreed rates set out in the Services Order Form, for the Services and Deliverables;

"Intellectual Property Rights" means:

- (i) all copyright, trade marks, service marks, trade names, domain names, patents, industrial designs, moral rights and similar rights of any type, know-how, trade secrets, confidential information, and any other industrial or intellectual property rights; and
- (ii) any application or right to apply for registration of any of the rights referred to in (i) above, now existing or in the future;

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

"Personnel" means in relation to a Party, the employees, directors, officers, agents, advisers, contractors and subcontractors of that Party;

"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;

"Professionals" means the employees of ADA of the specified designations, which are more particularly set out in the Services Order Form;

"Services" means the services to be provided by ADA to the Client, which includes the Deliverables, which are more particularly set out in the Services Order Form;

"Services Order Form" means a form signed by both Parties setting out terms for the Services and subscription of the Service;

"Systems and Platforms" means any Client's systems, hardware, software, subscriptions and/or any other third-party platforms, software or subscription, which access by ADA (and/or its subcontractors or service providers) is required in order for ADA to perform the Services and/or deliver the Deliverables, which shall include, but not limited to, the Systems and Platforms set out in the Services Order Form

"Term" means the Term as specified in the Services Order Form.

"Timelines" means the implementation plan for the delivery of the Services and Deliverables to the Client, as set out in the Services Order Form.

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires:
 - (i) words denoting the singular number include the plural and vice-versa;
 - (ii) words denoting a gender include every gender;
 - (iii) words denoting natural persons include bodies corporate and unincorporated, government officials, government departments, agencies or instrumentalities, officials of government departments, agencies or instrumentalities, public international organisations, officials of public international organisations, political party, political party officials, candidates for political office, or their respective representatives or proxies.
 - (iv) reference to a clause, annexure or schedule is a reference to a clause, annexure or schedule to this Agreement;
 - (v) references to any legislation or law or to any provision of legislation or law shall include any modification, amendment, re-enactment or substitution of that legislation, law or provision and all regulations, directives, guidelines, by-laws, circulars, guidance's, notices, codes, rules and statutory instruments issued under such legislation or law that has the force of law;
 - (vi) the table of contents, headings and bolding are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
 - (vii) the Services Order Form and Schedules hereto and any documents herein referred to shall be taken, read and construed as an essential and integral part of this Agreement;
 - (viii) all references to time are in accordance where the corporate domicile of ADA is established; and
 - (ix) references to obligations in this Agreement includes representations, warranties, undertakings and indemnities in this Agreement.
- (b) A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.

2. APPOINTMENT

- 2.1 Client hereby appoints ADA and ADA hereby accepts the appointment to provide, undertake and complete the Services, in accordance with the terms and conditions of this Agreement.
- 2.2 The Client acknowledges that this Agreement is non-exclusive and ADA is entitled to enter into the same or similar agreement with other third parties to perform the same or similar Services and deliver the same or similar Deliverables for other third parties, as ADA sees fit.

3. TERM

- 3.1 Where there is a Trial Period for the Services as set out in the Services Order Form, ADA will make available the Services to the Client on a trial basis, until earlier of:
 - (a) the expiry of the Trial Period; or
 - (b) the Commencement Date specified in the Services Order Form.
- 3.2 Subject to Clause 3.1, this Agreement shall commence on the Commencement Date and shall be in full force and effect throughout the Term, unless terminated by either Party in accordance with the provisions in this Agreement.
- 3.3 The Term may be extended by mutual agreement of the Parties. Where the Term is extended, any reference to "Term" in this Agreement shall mean the Term as extended by the Parties, where the context permits.

4. OBLIGATIONS AND COVENANTS OF ADA

4.1 ADA shall:

- (a) undertake and perform the Services in accordance with the terms of this Agreement and within the Timelines;
- (b) discharge the Services agreed to be performed in accordance with acceptable industry standards and practices;
- (c) perform the Services and shall address any issue relating to the Services in a diligent and competent manner; and
- (d) provide capable Professionals to perform the Services.

5. OBLIGATIONS AND COVENANTS OF THE CLIENT

5.1 Client shall:

- (a) make available information and provide all required access and support to ADA and the Professionals to enable the provision of the Services, including the provision of any Client Materials;
- (b) pay the Fees to ADA in accordance with the terms and conditions of the Agreement;
- (c) when access to any Client's Systems and Platforms are required by ADA, the Client hereby authorises ADA to access and use such Systems and Platforms including to procure required third party license's and authorisations; and
- (d) use the Services and/or the Deliverables in compliance the Agreement and all applicable laws and regulations.

6. FEES

6.1 In consideration of ADA providing, undertaking and completing the Services and delivery of the Deliverables, Client shall pay ADA the Fees, in accordance with the Services Order Form.

6.2 Unless otherwise stated in the Services Order Form, all payments to be made pursuant to this Agreement shall be in USD or any other currency as agreed between the Parties in writing, and shall be made within 30 days from the date of any invoices issued by ADA to the Client.

6.3 If the Client is legally required 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. If the Client is legally required by law to deduct any tax under this Agreement, 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 free of charge, the applicable tax receipts from the relevant tax authorities confirming payment of such taxes by the Client.

6.4 If ADA is entitled to a preferential tax rate under an applicable tax treaty, the Client shall apply the reduced tax rate or tax exemption.

- 6.5 Unless otherwise specified in the Services Order Form, penalty for late/past due payment beyond the agreed payment terms is at 5% per annum or the highest rate permitted by law, whichever is lesser.

7. REPRESENTATION AND WARRANTIES

- 7.1 Each Party represents, warrants and covenants to the other Party the following:

- (a) it is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of original incorporation;
- (b) it has the power to enter into and perform, and has taken all necessary action to authorise the entry into, and performance of this Agreement and other transactions contemplated by this Agreement;
- (c) this Agreement when executed will constitute legally binding, valid and enforceable obligations on it; and
- (d) the execution of this Agreement by such Party, and the performance by such Party of its binding obligations and duties to the extent set forth hereunder, do not and will not violate any agreement to which it is a party to or by which it is otherwise bound.

- 7.2 The Client represents and warrants that in respect of any Client Materials and Client Information:

- (a) it has the right and authority to permit the use, reproduction, distribution, and transmission of Client Materials and Client Information;
- (b) the Client Materials and Client Information provided by the Client or its Personnel are, at all times during the term of this Agreement:
 - (i) is factually accurate;
 - (ii) does not contain any illegal, fraudulent or deceptive materials;
 - (iii) does not contain any material that is indecent, obscene, promote pornography or gambling, menacing or offensive in character with the intent to annoy, abuse, threaten or harass any person, that simulate an emergency or new, discriminate or disparage individuals or groups on the basis of race, religion, gender, sexual orientation, etc., or constitute or incite hate or violence, defamation or victimisation of any individual, entity or group;
 - (iv) does not contain any material which misrepresents or defames any individual or group, or any material which discriminates against persons on the basis of age, colour, national origin, race, religion, gender, sexual orientation, handicap, or other prohibited basis;
 - (v) does not contain spyware, virus, malicious code or peer to peer applications;
 - (vi) does not violate any laws, codes governing standards of practice, or industry best practices; and
 - (vii) does not violate any applicable publisher or website owner terms, conditions, terms of service, rules, regulations or policies; and

- (c) where applicable, it is fully authorised to publish and authorises ADA to publish on its behalf the Client Materials and Client Information for the purposes of providing the Services; and
- (d) the Client Materials and Client Information do not infringe the intellectual property rights of any third party and are provided in a manner which is not in breach of any confidentiality obligations owed by the Client to any third party.

7.3 The Client represents and warrants that in respect of the Systems and Platforms;

- (a) any access granted by the Client to ADA does not violate any rights of any third party, including but not limited to any breaches of third party's rights under any other agreement, any infringement of Intellectual Property Rights of any third party and/or any breaches of data protection or confidentiality obligations;
- (b) it has obtained (and shall continue to obtain) all authorisations from all relevant System and Platform providers and/or other third-party platform providers to authorise ADA to access and use the Systems and Platforms and/or other third- party platforms throughout the Term, in order to perform the Services.

8. COLLABORATION

8.1 The Client hereby expressly agrees that collaboration between ADA and the Client is often necessary to perform the Services and provide the Deliverables. Client understands that ADA shall not be responsible for any delays due to or arising from the collaborative process which may include Client's time to review and/or the exchange of Client Materials and Client Information and any delays caused by such review or exchange of Client Materials and Client Information. Client agrees to review any material that requires Client's review and shall give comments, approvals, access or revisions in a timely manner.

8.2 Where ADA's performance of the Services and/or the Deliverables are delayed for any reason due to or arising from the collaborative process (including delays in making available Client Information, Client Materials or providing required access to Client's Systems and Platforms), Client agrees to grant to ADA, an extension of time of the Timelines and/or any other deadlines on the performance of the Services and/or Deliverables, where such extension of time shall commensurate with the period of delays arising from or caused by the collaborative process.

9. MODIFICATIONS & OUT OF SCOPE

9.1 ADA may upon the request of the Client modify any part or parts of the Services and Deliverables supplied or to be supplied by it. Any additional fees incurred for such modification shall be borne by the Client.

9.2 Subject to Clause 9.1, in the event that any modification required which would, or would customarily result in any material change to the Deliverables, Timelines or impact ADA's business, the relevant details of the change shall be mutually agreed between the Parties in writing prior to any modification being made.

- 9.3 ADA shall only be responsible for performing the Services and Deliverables as described in the Services Order Form. The Services and/or Deliverables shall not be implied or assumed to include any other service(s), including additional or changed services. Any additional and/or changed services and deliverables outside of those specified in the Services Order Form ("**OOS Services**") shall be considered to be out of scope. ADA has the right to invoice Client for any OOS Services performed and Client shall pay to ADA such OOS Services invoice in accordance with Clause 6. ADA bears no responsibility or liability whatsoever for any OOS Services, unless the OOS Services has been mutually agreed between the Parties in writing.

10. ANTI-BRIBERY AND ANTI-CORRUPTION

- 10.1 The Parties shall always comply and shall ensure that its directors, employees, representatives, agents, and sub-contractors comply with the applicable laws and regulations concerning bribery, corruption, fraud, anti-money laundering and any other prohibited business practices in any jurisdiction including but not limited to laws relating to criminal practices or conduct such as the Penal Code and anti-bribery and anti-corruption laws as well as all other applicable laws, rules, regulations, ordinances, and codes, directives and any anti-bribery and anti-corruption terms or policies that applies to the Parties from time to time.
- 10.2 The Parties must keep accurate and complete records and supporting documentation to demonstrate that it is in compliance with this provision and each Party agrees, upon a breach or a reasonable suspicion that the laws referred to in this provision has been breached, to allow the other Party or the relevant authorities or both to access and inspect the other Party's books and records to audit and verify the other Party's compliance. Each Party shall immediately notify the other Party, if it becomes aware of any breach of this provision and the Parties agree that any non-compliance shall be deemed as a material breach of this provision.

11. DATA SECURITY AND PROTECTION

- 11.1 Both Parties undertake to ensure that appropriate technical and organisational measures are adopted by it against unauthorised or unlawful processing of Personal Data or personal information and against accidental loss or destruction of, or damage to the Personal Data or personal information.
- 11.2 During the ordinary course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they may need to process Personal Data belonging to or supplied by each Party or from authorized third parties or any other persons from time to time by electronic or paper-based means. In respect of Personal Data, both Parties shall comply with all the requirements of any applicable laws in particular with regard to obtaining consent, collecting, holding, storing, transferring, security and protection of data.

- 11.3 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to the processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement.
- 11.4 To the extent that a Party has disclosed (or will disclose) Personal Data of its employees, agents or other third parties to the other party, the disclosing party warrants and represents that it has obtained (or will obtain) the relevant individual's consent to disclose such Personal Data to the other party in accordance with this clause and for the purpose of the performance of this Agreement, and for all other purposes that are necessary, incidental or related to the performance of this Agreement.
- 11.5 Further to the confidentiality obligations in this Agreement, ADA further acknowledges it has as a responsibility to keep Client Information that it has received or produced and any of the Client's customers' account(s) strictly confidential and shall not disclose or use Customer Information other than to carry out the purposes for which the Client discloses it to ADA.
- 11.6 For purposes of safeguarding the Client Information, ADA hereby warrants and undertakes to:
- (a) take commercially reasonable steps to safeguard the Client Information to prevent any theft, loss, misuse or unauthorized access, modification or disclosure; and
 - (b) ensure that its employees and subcontractors (if any) understand and undertake to comply with the prohibition on disclosure by whatever means of Client Information to any person for any purpose other than that which is specified in this Agreement, permitted under any written law or approved by the Client as the case may be (such obligations to survive beyond the expiry or earlier determination of this Agreement)

12. TERMINATION

- 12.1 Either Party may, may, without prejudice to any of its other rights and remedies, terminate any Services Order Form by serving written notice on the other Party if:
- (a) 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 thirty (30) Business Days after being given notice to do so (a material breach means a breach which has a serious effect on the benefit which the terminating Party would derive from this Agreement); or
 - (b) 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) Business Days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction.

- 12.2 Notwithstanding anything to the contrary in this Agreement, either Party may, without being obliged to assign any reason thereto, terminate any Services Order Form without liability or penalty by giving the the other Party one (1) month's written notice.
- 12.3 Unless otherwise agreed between the Parties, termination of this Agreement shall not have the effect of terminating any other Services Order Form(s) made between the Parties, which are still in force on the date of termination of the relevant Services Order Form.
- 12.4 Upon termination:
- (a) the Client shall immediately pay to ADA all outstanding unpaid invoices, the balance of any unpaid Fees and any interest incurred thereof;
 - (b) in respect for any Services and/or Deliverables supplied but for which no invoice has been submitted, ADA may submit an invoice which shall be payable by the Client immediately on receipt;
 - (c) other than the provisions expressly provided in this Agreement to survive termination, this Agreement shall terminate and cease to have any further force or effect.

13. CONFIDENTIALITY OBLIGATIONS

- 13.1 Each Party hereto ("**Receiving Party**") agrees and undertakes to hold the Confidential Information received from the other Party ("**Disclosing Party**") as absolutely secret and in the strictest confidence and shall not at any time disclose or use or permit to be disclosed or used any of the Confidential Information for any purpose other than as specified in this Agreement.
- 13.2 Confidential Information shall not include information that is: (i) already lawfully known to or independently developed by the Receiving Party prior to receipt of such information, (ii) disclosed in published materials, which disclosure is not otherwise in breach of this Agreement, (iii) generally known to the public or which becomes so through no fault of the Receiving Party, or (iv) lawfully obtained from any third party, which, to the knowledge of the Party obtaining such information, has no obligation of confidentiality with respect to such information; (v) explicitly approved for release by written authorization of the Disclosing Party; or (vi) required to be disclosed by law, regulatory authority, stock exchange requirement or pursuant to a judicial order.
- 13.3 The Receiving Party agrees that, except to the extent otherwise required by law, regulatory authority, stock exchange requirements or pursuant to a judicial order, it will not disclose any Confidential Information to any third party and will not use Confidential Information of the Disclosing Party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of 2 years thereafter, without the prior written consent of the Disclosing Party.
- 13.4 The Receiving Party will return to the Disclosing Party or (at the Disclosing Party's option) take all reasonable steps to destroy all Confidential Information of the Disclosing Party in the

receiving party's possession or control and will take reasonable steps to erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will notify in writing that it has fully complied with its obligations under this section.

13.5 The obligations in this Clause 13 shall survive the termination or expiry of this Agreement.

14. OWNERSHIP AND RIGHTS

14.1 Between the Parties:

- (a) subject to Clause 14.2 below, neither Party shall obtain any rights to the Intellectual Property Rights belonging to the other Party; and
- (b) ownership to all Intellectual Property Rights existing as at the Commencement Date of a Party shall remain with that Party.

14.2 In relation to the Deliverables, the Parties agree that all Intellectual Property Rights in relation to the Deliverables shall belong to the Client, unless otherwise specified in the Services Order Form.

14.3 In relation to the Client Materials and Client Information, the Client:

14.3.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials and Client Information; and

14.3.2 grants to ADA a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and use the Client Materials and Client Information for the purpose of providing the Services and Deliverables to the Client.

14.4 ADA retains the right to use in any way it considers appropriate any learnings, skills, techniques, processes, methodologies or know-how acquired, developed or used in the course of performing the Services and Deliverables. Any feedback, comments, suggestions, ideas, or other information provided by the Client in the form of email or other submissions to ADA on the Services and/or Deliverables (collectively "**Feedback**"), may be utilised by ADA for any purposes it considers fit and the Client hereby grant to ADA and ADA's subcontractors and affiliates a non-exclusive, royalty- free, perpetual, irrevocable and fully sublicensable right to use Feedback for any purpose without compensation or attribution to the Client.

15. LIMITATION OF LIABILITY AND DISCLAIMERS

15.1 In no event shall ADA or the Client (regardless of the cause) or any of their respective Affiliate or their respective employees, directors and officers be liable for any consequential, indirect, incidental, or special damages, including without limitation, damages for loss of profit, business interruption, loss of or unauthorized access to information, and similar events, even if ADA, the Client or any of their respective Affiliates has been advised of the possibility of such damages.

- 15.2 Notwithstanding anything to the contrary contained in this Agreement, the maximum aggregate liability of ADA and its Affiliates to the Client under or in connection with this Agreement, whether in contract (including under indemnification), tort (including negligence), strict liability, breach of statutory duty, or otherwise, shall in no circumstances exceed the amount equal to the remuneration or Fees paid or payable from the Client to ADA under the Services Order Form giving rise to such liability. For the avoidance of doubt, ADA shall have no liability of any type whatsoever with respect to the Services performed during the Trial Period, unless such exclusion of liability is unenforceable under applicable law in which case, ADA's maximum aggregate liability arising out of or relating to Services performed during the Trial Period is USD 1000.
- 15.3 The Client acknowledges that ADA's access to any Systems and Platforms is integral to ADA's performance of the Services and to deliver the Deliverables. ADA shall not be held liable for any failure to perform the Services and/or Deliverables, if ADA's access to any Systems and Platforms has been terminated, suspended or otherwise interrupted (where such termination, suspension and interaction was not caused by any acts or omissions of the ADA).
- 15.4 The Client agrees and acknowledges that the Services may include links to third-party websites, systems, or networks ("**Third-Party Services**") or the Client's websites, systems, or networks (together with Third-Party Services, the "**Other Services**"). The Other Services are subject to terms and conditions of those third parties and are not part of the Services and this Agreement does not apply to them. Accordingly, ADA is not responsible or liable for any part of the Other Services (including, without limitation, availability, or accuracy of Other Services).
- 15.5 The Services and the Deliverables provided by ADA, their availability and use, and the results of such are provided on an "as-is," and "as available" basis and that it contains generalized information, which does not necessarily constitute a reliable basis for decision-making in individual cases and may also be inaccurate or open to interpretation if used without further explanation or data. ADA, its Affiliates or third party services providers do not take any responsibility for the accuracy or the completeness of the data, results or assessments provided by the Services and Deliverables. Accordingly, ADA cannot and does not make any representations as to, and hereby disclaims any and all liability arising out of or associated with the adequacy, sufficiency, completeness, currency, provenance, rights, or other attributes of the Services and content contained therein. The Client will be required to cross-check data, results or assessments before making important decisions or relying on them.
- 15.6 The Services and Deliverables (and any outcome, data, references, findings generated from the Services and Deliverables) are not intended as, and should not be relied on as advice, guidance, or direction, and Client must use its independent business judgement in the conduct of its business. Client further agrees that it is not relying on delivery of any future functionality, or on any oral or written public comments or advertising of ADA, in its subscription of the Services nor is it relying on the Services as a source of advice, guidance, or direction in the conduct of its business. ADA does not in any way guarantee or make assurance that the Client's use of the Services and Deliverables will guarantee a particular financial outcome, increase in

revenue or achieve certain sales targets. Accordingly, all acts, omissions, and decisions Client undertakes or makes (or refrains from making or undertaking) through the use of the Services and Deliverables or otherwise are Client's sole responsibility.

- 15.7 The obligations in this Clause 15 shall survive the expiry or termination of this Agreement.

16. NON-SOLICITATION

16. 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 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 21 does not impose any restriction on the Client's general recruitment processes, where such processes do not directly target such ADA employees and where the ADA employees responds to such processes on his own accord.

17. GENERAL

17.1 Force Majeure

A Party shall be excused from the performance or punctual performance of any of its obligations under this Agreement ("**Affected Obligation(s)**"), and the time period required in order to perform the Affected Obligation(s) shall be extended for a period reasonable under the circumstances, to the extent that the performance is prevented or delayed by any cause beyond the affected Party's reasonable control which is not predisposed in the location where performance of the Affected Obligation(s) is to take place ("**Force Majeure**") which, without in any way limiting the generality of the foregoing, shall include natural disasters, riots, strikes, acts of war, lock out, wars, accidents, embargo, epidemic, pandemic, or requisition (acts of government), including non-availability of any necessary visa and permits for Professionals. In case of a Force Majeure, the affected Party shall promptly notify the other Party in writing and furnish the other Party with all relevant information thereto including but not limited to explaining the nature of the Force Majeure, the Affected Obligation(s) being prevented or delayed by it, its anticipated duration and the steps being taken to mitigate its impact on the performance of the Affected Obligation(s). During the period of such Force Majeure, the Affected Obligation(s) and the obligations of the other Party that are corresponding or related to the Affected Obligation(s) shall be suspended without liability for a period equal to the duration of the Force Majeure. Immediately after the end of the Force Majeure, the affected Party shall notify the other Party in writing that the Force Majeure has ended and shall resume performance of the Affected Obligation(s) whereupon the other Party shall correspondingly resume performance of its corresponding or related obligations. Should the Force Majeure continue for more than one (1) month, the Parties shall discuss in good faith an amicable solution on how to proceed with the Affected Obligation(s). If the Parties fail to discuss and come to an agreement on an amicable solution within fourteen (14) Business Days of the said one (1) month, the other Party shall have the option to terminate this Agreement immediately by notice in writing to the affected Party and the provisions in Clause 12.4 shall apply.

Notwithstanding the foregoing in this Clause 17.1, it shall be the duty of the affected Party always to use its best endeavors to prevent or minimise any delay being caused by Force Majeure and to do all that may reasonably be required to the satisfaction of the other Party to expedite the completion of the Affected Obligation(s).

17.2 Marketing

Client hereby grants ADA a limited, revocable, non-exclusive, fully-paid, royalty-free, worldwide right and license to display the Client's logo in promotional materials, to identify the Client as a customer of ADA and to produce any case studies related to the Services and/or the Deliverables, for ADA's own marketing purpose.

17.3 Amendments and Variation of Agreement

This Agreement may only be amended or varied with the written agreement of both Parties signed by the authorised signatory of each Party.

17.4 Waiver

No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver and/or an estoppel thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

17.5 Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

17.6 Governing Law and Resolution Disputes

- 17.6.1 Unless it is expressly stated otherwise, this Agreement shall be construed in accordance with the laws applicable where the corporate domicile of ADA is established, further stipulated in **Annexure 1** below, without reference to its conflict of law provisions. Such obligations, rights and remedies of the Parties hereunder shall be determined in accordance with such laws.

ANNEXURE 1

CORPORATE DOMICILE	GOVERNING LAWS
Kuala Lumpur, Malaysia	Malaysia
Singapore	Singapore
Jakarta, Indonesia	Indonesia

Bangkok, Thailand	Thailand
Manila, Philippines	Philippines
Phnom Penh, Cambodia	Cambodia
Colombo, Sri Lanka	Sri Lanka
Seoul, South Korea	South Korea
Ho Chi Minh, Vietnam	Vietnam
Bangladesh	Bangladesh
Mumbai, India	Mumbai, India

17.6.2 In the event of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, ADA and the Client shall use their best endeavors to resolve such dispute or difference amicably. Failing amicable resolution of such dispute by the Parties, the dispute or difference shall then be submitted to the exclusive jurisdiction of the local courts where the corporate domicile of ADA is established.

17.7 Binding Agreement

This Agreement shall be binding upon the Parties and their permitted legal assigns and successors in title and obligations created by this Agreement shall continue to be valid and binding notwithstanding any change by amalgamation, reconstruction or otherwise (including but not limited to change of name) which may be made in the constitution of either Party to this Agreement.

17.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and it replaces and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement.

17.9 Subcontracting, Assignment and Delegation

17.9.1 Neither Party may assign, transfer or novate this Agreement (including any Services Order Form) without the written consent of the other Party which is not to be unreasonably withheld or delayed, provided however that either Party may assign, transfer or novate this Agreement (including any Services Order Form) 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.

17.9.2 Client acknowledges and agrees that the Services may be performed by any of ADA's Affiliate. Accordingly, ADA may delegate or sub-contract certain portions or all of ADA's obligations under this Agreement to any third-party service provider, contractors, consultants or any ADA's Affiliate without prior notice to the Client.

17.9.3 This Agreement and each Services Order Form shall be binding upon and shall inure to the benefit of each of the Parties and their permitted successors, transferees and/or assignees.

17.10 Relationship of Parties

Nothing contained herein shall be deemed to create any association, partnership or principal and agent or master and servant or employer and employee relationship between the Parties or to provide either Party with the right, power or authority, whether express or implied, to bind the other Party in any way whatsoever or to create any duty or obligation on behalf of the other Party.

17.11 Survival

Terms and conditions of this Agreement which are expressed to, or which by their very nature are meant to, survive the termination or expiry of this Agreement shall so survive.

17.12 Rights Cumulative

Except where provided otherwise in this Agreement, the rights and remedies of each Party set out in this Agreement are cumulative and are not exclusive of any other rights or remedies in this Agreement or in law.

17.13 Notices

17.13.1 Any notice or other communication to be given ("Notice") shall be in writing, signed by or on behalf of the Party giving it and may be served by sending it by email, delivering it by hand or sending it by registered post to the address of the relevant Party, whose details are set out in the Services Order Form (or as otherwise notified from time to time).

17.13.2 Any Notice shall be deemed to have been served:

17.13.2.1 if delivered by hand or internationally recognized courier service, at the time and date of delivery;

17.13.2.2 if sent by e-mail, at the time when it is sent, provided that it is sent on a Business Day and during hours of between 9 a.m to 6 p.m; and

17.13.2.3 if sent by registered post, express or other fast postal service, at the time the receipt of such delivery is duly acknowledged by an employee of the receiving Party.

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

17.14 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. This Agreement may also be signed by way of electronic signature and it shall be deemed as original signature. Any Party may enter into this Agreement by signing any such counterpart (whether electronically or otherwise) and each counterpart may be signed and executed by the Parties (whether electronically or otherwise)

and transmitted (by e-mail, other electronic means or otherwise) and shall be as valid and effectual as if executed as an original document.

- 17.15 **Language.** The English terms and conditions is the controlling language of this Agreement and shall prevail over any other language translations version of this document (if any).
- 17.16 **Headings.** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.
- 17.17 **Amendments:** ADA may update the GTC from time to time, and the Client is required to check this domain periodically or request from ADA for a copy of the most recent version of these GTC.
- 17.18 **Third Party Rights.** Unless expressly provided to the contrary in this Agreement, a person who is not a Party shall have no right to enforce any of the terms of this Agreement. Neither Party shall declare itself a trustee of the rights under this Agreement for the benefit of any third party.

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