ADA MIDDLEWARE GENERAL TERMS AND CONDITIONS

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

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

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

1.0   DEFINITIONS

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

"**Client Content**" means all data, information, material and content, including but not limited to text, SMS, pictures, video, music, sound, and graphics, and/or announcement specifically designed for mobile telecommunication devices such as cellular phones provided by and/or submitted on behalf of the Client to ADA or uploaded into the Platform.

"**Digital Rewards**" means operator-issued incentives such as data packs, voucher codes, Top-up, gift cards, subscription packs or SMS bundles, distributed electronically to Recipients via the Platform.

"**Data Pack**" refers to operator-specific mobile data allocations distributed to Recipients through the Platform

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

"**Client**" means an individual or entity, whose application to subscribe for the Platform has been accepted and the Order Form.

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

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

"**Masking SMS**" means, SMS messages where the sender's phone number is hidden and replaced with a different identifier, such as a short code or brand name,

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

"**Services**" means provision solutions via the Platform for enabling the disbursement, purchase, creation, delivery, management, measurement and analysis of SMS, emails, Digital Rewards, Masking SMS and other channels that ADA may make available to the Client from time to time via the Platform;

"**Term"** means the Term specified in the Order Form.

"Recipients" means recipients of the SMS, Masked SMS, MMS, Digital Rewards and other channels via the Services/

"Recipients Data" means any Recipient's personal data that is stored and processed on behalf of the Subscriber in the course of providing services, including but not limited to names of Subscribers, addresses and contact details of Subscribers, transaction data, including usage and billing activity.

"Platform" means the ADA Middleware Platform accessible via the internet for the provision and use of the Services, including any administration website through which ADA provides Services to the Client.
"Privacy Laws" means, collectively: (i) the requirements of any privacy and data protection laws, treaties, inter-governmental agreements, and regulations to which a party is subject to in Bangladesh; and (ii) any amendments, modifications, extensions, supplements or replacements of or to any of the foregoing.

2.0 PLATFORM AND SERVICES

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

2.2 The Client shall provide ADA with their existing API access and username to enable connectivity to the operators that the Client wishes to connect to for Services. Failing which, the Client acknowledges that ADA may not be able to provide connectivity to the said operators or Services.

2.3 ADA may grant the Client access to the Services API for the purposes of managing or providing the Services via the API under the terms and conditions as set out in this Agreement. The ADA API incorporates validation logic for recipient numbers, reward configurations, and duplication or blacklist rules.

2.4 ADA shall take reasonable commercial efforts to ensure that the Platform is normally operational at all hours (excluding scheduled maintenance, upgrades, and downtime caused by third-party vendors or network providers through no fault of ADA). During any scheduled maintenance, upgrades and downtime, it will not be possible to use or access the Services or the Platform. Nothing herein or in any warranty shall obligate ADA to deliver support services in excess of what is described in this Agreement.

2.5 The Client agrees to: (a) keep confidential and secure all user identification numbers, passwords and other security processes and devices issued by ADA and ensure that only authorised users have access to the Platform; and (b) promptly notify ADA in writing if the Client suspects that the its user account or Platform security have been breached or compromised.

2.6 The Client represents that all users of the Platform, API and the Services are the Client's duly authorised agents, and that the Client shall be solely liable for all transactions or activities conducted using the Platform and/or API on Client's behalf (including but not limited to the dissemination of messages, creation of templates, communication with Target Audience) which transactions and activities are irrevocable and binding, even if entered into by or arising from a mistake, error or inadvertent or unintentional acts or omission.

2.7 The Client understands that all Client Content, whether publicly posted or privately transmitted, is the sole responsibility of the Client from whom such Client Content originates. This means that the Client and not ADA, is entirely and solely responsible and be liable for all Client Content that the Client uploads, posts, emails, transmits or otherwise makes available through the Platform.

2.8 For the purposes of maintaining and improving the Platform, ADA may, but is not obliged to, monitor the Client's use of or activity on the Platform and retain information entered on the Platform, including deleted items which are not displayed.

3.0 REPRESENTATIONS AND WARRANTIES

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

3.2 <u>Representations and Warranties by Client</u>. The Client represents and warrants that:

a) the execution, delivery, and performance of this Agreement will not be in conflict with or constitute a default under the terms of any agreement, instrument, judgment, decree, or any order, statute, rule, or governmental regulation applicable to the Client;

b) all of the information provided by the Client to ADA, including, if applicable, information provided on behalf of a client, is complete, true, accurate, and current and the Client has the right (including the applicable licences and approvals from regulatory authorities) to conduct its business, including offering its products or services;

c) the Client has the right or authorization to use, market, disseminate and promote the Client Content, in accordance with this Agreement are compliant with all applicable laws; and

d) ensure that Client Content are only used to contact Subscribers and/or any third parties who have consented to receive such Client Content.

4.0 CLIENT'S OBLIGATIONS

4.1 The Client's obligations are as follows:

a) The Client may not contractually bind ADA or make any representations to any third party (including the recipients or brand partners) on behalf of ADA.

b) The Client will not engage in any unconscionable, false, deceptive, misleading, or fraudulent conduct, including by misrepresenting its own websites as the official website for any media. The Client must ensure the truthfulness and accuracy of prices, promises, gifts, and rewards described in all Client Content. Customer will not advertise substances, services, products, or materials that violate applicable laws;

c) The Client will not, and will not allow any third party to use any automated means, form of scraping, or other data extraction methods to access, query, collect, or use information from the Platform without ADA's prior written consent;

d) The Client shall not do anything to modify, reverse engineer, reverse compile and disassemble or cause or allow any other party to modify, reverse engineer, reverse compile or disassemble the Platform;

e) The Client shall not provide a competitor of ADA with access to, or provide or extract information about, the Platform or Services for any purpose or reason;

f) the Client shall ensure that all Client Content uploaded, processed or transmitted through the Platform complies with ADA's applicable content policies. ADA reserves the right to audit, suspend or block any Client's activity on the Platform or Client Content that violate such policies or applicable law. Client acknowledges that ADA is not obligated to pre-approve all Client Content prior to dissemination

g) the Client Content may be sent in multiple languages and the Client shall ensure the accuracy of the languages used and ADA shall not be liable for any non-accurate translation in the course of translation of the languages;

h) The Client shall be responsible for Client Content submitted by or on the Client's behalf through the Platform including all targeting decision made by or on the Client's behalf;

i) keep all ADA ' information confidential and shall not use such information for any other purpose except for the purpose of fulfilling its obligations hereunder;

j) not use, reproduce, and/or display any trademarks, service marks, logos and brand names of ADA for any other promotional or advertising material without the prior written consent of ADA;

k) inform ADA in writing of any changes to any information provided to ADA; and

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

5.0 <u>TERM AND TERMINATION</u>

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

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

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

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 30 days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction.

5.3 Without prejudice to the rights and remedies that are available to ADA under this Agreement (including the Schedule 1: Client Content Requirements and Prohibited Content), ADA may, at its sole discretion choose to terminate immediately or indefinitely suspend (for such period at ADA's sole discretion) by serving a written notice on the Client:

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

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

c) in the event of termination, expiration or material loss of the licenses, approvals or access granted to ADA (including but not limited to the licenses or access to the telco network services).

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

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

6.0 **PAYMENT TERMS**

6.1   The Fees in relation to the Services shall be as set out in the Order Form.

6.2   The Fees shall be charged based on the report and /or logs provided by ADA. For avoidance of doubt, any of the Services sent shall be charged based on delivery. The reports shall be conclusive evidence of the Services rendered and associated Fees payable. The delivery count shall be based on the transmission recorded by the operators and not on actual delivery.

6.3   The Client and ADA may agree to a Minimum Commitment purchase of Services as specified in the Order Form and if the Client fails to utilize the Minimum Commitment amounts during the campaign period , the Client shall remain liable to pay ADA the Minimum Commitment amounts even though the Client have not fully utlised the entire Minimum Commitment amounts which shall be billed on a monthly basis.

6.4   If the Client exceeds the Minimum Commitment utilisation, the Client shall be billed for the actual usage of the Services according to the Fee stipulated above.

6.5   Message(s) intended to be sent to telephone numbers with a prefix originating from outside the Service Territory would require a separate Order Form. The Client agrees to pay ADA for the message(s) intended to be sent to telephone numbers with a prefix originating from outside the Service Territory even if the Client fails to enter into a separate Order Form.

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

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

b)   to deduct any tax under this Agreement, paying party will pay such tax to the relevant tax authority by the deadline under applicable law on behalf of the invoicing party. The paying party shall then promptly furnish the invoicing party free of charge with the applicable tax receipts from the relevant tax authorities confirming the amount of such taxes payments paid by the paying party.

6.8   If the invoicing party is entitled to a preferential tax rate under the applicable tax treaty, the paying party shall endeavour to apply the reduced tax rate or tax exemption. Invoicing party shall then furnish to paying party evidence of its tax residence status by way of letter or certificate or any other required documents prior to paying party making its first payment to the invoicing party under this Agreement.

6.9   Unless otherwise stated in the Agreement, ADA will issue an invoice every month and the Client shall within thirty (30) days from the date of the invoice make payment of the invoice in full based on the payment instructions, with no right to set-off for any reason whatsoever.

6.10 If the Client in good faith disputes any portion of an invoice, the Client shall pay the undisputed portion of the invoice and submit written notice to ADA regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to ADA within thirty (30) days from the date of the invoice. The Client waives the right to dispute any Fees not disputed within such thirty 30) day period. The parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after the Client's delivery of the applicable Fee Dispute Notice

6.11 Without prejudice to ADA's other rights and remedies under this Agreement, while any invoice remains overdue and unpaid, ADA shall be entitled to withhold provision of the Services.

6.12 Penalty for late/past due payment beyond the agreed payment terms is at 5% per annum of the amounts being late/past due from the period commencing the due date up until the date of the actual payment or the highest rate permitted by law, whichever is lesser.

6.13 ADA shall have the right at any time and from time to time require the Client to prepay or make an advance payment or provide a deposit towards the Fees, in whole or in part, upon at least five (5) days' prior written notice.

7.0 INDEMNIFICATION AND LIMITS OF LIABILITY

7.1 The Client shall fully and effectively indemnify and keep ADA indemnified from and against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against ADA a result of, or in connection with:

   a)   the Client's alleged breach of its representations and warranties under this Agreement;

   b)   any claims for intellectual property rights infringement relating or in connection with Client Content;

   c)   any claim for infringement of any ADA's trademarks or any other intellectual property rights owned by or licensed to ADA;

   d)   Client's breach of its obligations in this Agreement (including breach of the terms stipulated in the Schedule 1 of the Order Form);

   e)   any other unlawful conduct engaged or non-compliance with any applicable laws and regulations by the Client in relation to the performance of its obligations under this Agreement; and/or any third party claims, fines, penalties or compensation imposed by any governmental authority on ADA, in respect of ADA's performance of the Services, where such fines, penalties or compensation were incurred by ADA as a result of the Client's breach of this Agreement or ADA's reliance on the Client's representations, warranties, directions or instructions or Client's activities on the Platform, or API.

   In the course of defending, settling or paying damages on behalf of ADA, the Client shall not make any admission of fault or liability on behalf of ADA without ADA's prior written consent.

7.2 ADA SHALL NOT BE LIABLE TO THE CLIENT IN CONTRACT, TORT, EQUITY, STATUTE, OR UNDER ANY OTHER CAUSE, FOR ANY LOSS, DAMAGE, COST OR EXPENSES OF ANY NATURE WHATSOEVER, INCURRED OR SUFFERED BY THE 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, BUSINESS OR GOODWILL, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH A RELEVANT BREACH, AND EVEN IF ARISING AS A DIRECT AND NATURAL RESULT OF THE RELEVANT BREACH.

7.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, ADA'S MAXIMUM LIABILITY TO THE CLIENT IN ANY EVENT SHALL NOT EXCEED THE AGGREGATE CHARGES OR PAYMENTS PAID TO ADA UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS PERIOD PRECEDING THE DATE THE FIRST LIABILITY AROSE.

7.4 IF ADA RECEIVES NOTICE OF AN ALLEGED INFRINGEMENT, ADA SHALL HAVE THE RIGHT, AT ITS SOLE OPTION, TO OBTAIN THE RIGHT TO CONTINUE USE OF ADA'S SERVICES, API AND/OR THE PLATFORM; OR TO MODIFY ADA'S SERVICES, API AND/OR THE PLATFORM; SO THAT IT IS NO LONGER INFRINGING. IF NEITHER OF THE FOREGOING OPTIONS IS REASONABLY AVAILABLE TO ADA, ADA AT ITS SOLE DISCRETION, MAY TERMINATE THE LICENSE RIGHTS GRANTED UNDER THIS AGREEMENT AND ADA SHALL REFUND A PRO-RATA AMOUNT OF THE FEE BASED ON THE REMAINING TIME IN THE CURRENT TERM. THE FOREGOING ARE ADA'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT

7.5 THE SERVICES AND PLATFORM ARE PROVIDED FOR THE CLIENT'S USE ON AN 'AS-IS' BASIS. ADA DOES NOT MAKE ANY REPRESENTATIONS THAT THE SERVICES AND PLATFORM (INCLUDING RECOMMENDATIONS, INFORMATION OR DATA) WILL: (I) BE ERROR FREE; (II) BE FIT FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT ADA HAS NOTICE OF THAT PURPOSE; (III) PRODUCE ANY PARTICULAR RESULTS, OR THAT SUCH RESULTS WILL BE ACCURATE, ADEQUATE, RELIABLE OR TIMELY; OR (IV) RECEIVE OR TRANSMIT CONTENT OR INFORMATION ACCURATELY, ADEQUATELY, RELIABLY OR TIMELY. SAVE FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, ADA HEREBY EXCLUDES ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES, INCLUDING ANY IMPLIED CONDITIONS OF SATISFACTORY QUALITY OR FITNESS FOR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7.6 THE CLIENT ACKNOWLEDGES THAT THE PLATFORM OPERATES IN AN ONLINE ENVIRONMENT AND, ACCORDINGLY, THE PLATFORM'S AVAILABILITY AND PERFORMANCE RELIES ON THIRD PARTY INFRASTRUCTURE AND SERVICES, E.G. HOSTING SERVICES, TELCO NETWORK SERVICES, SERVICES SUPPLIED BY THIRD PARTIES. TO THE EXTENT THAT THERE IS A BREACH OF THIS AGREEMENT BY ADA AND THAT BREACH IS CAUSED BY A DEFAULT BY A THIRD-PARTY INFRASTRUCTURE AND SERVICE PROVIDERS (INCLUDING BUT NOT LIMITED TO THE, NETWORK PROVIDERS OR THIRD-PARTY PAYMENT PROVIDERS), THEN THAT BREACH IS NOT A BREACH OF THIS AGREEMENT AND ADA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS SUFFERED BY THE CLIENT OR CAUSED BY THE THIRD-PARTY DEFAULT.

7.7 ADA PROVIDES NO GUARANTEE THAT THE PLATFORM AND SERVICES WILL PROVIDE ANY SPECIFIC RESULTS. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, NO GUARANTEES, WARRANTIES OR REPRESENTATIONS AS TO SALES OR REVENUE THAT MAY BE ACHIEVED OR THAT THE CLIENT WILL RECEIVE ANY NEW OR INCREASED NUMBERS OR CUSTOMERS OR SALES AS A RESULT OF ADA SERVICES OR THE PLATFORM. FURTHERMORE, ADA DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR ADA SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION.

8.0 CONFIDENTIALITY

8.1 Each party hereto shall use its best efforts to keep in strict confidence and shall bind all of its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning the other party or in connection with the performance of the Agreement (hereinafter called "Confidential Information"). No party shall utilise such Confidential Information or at any time disclose any Confidential Information to any third party for any purposes other than those contemplated herein.

8.2 The following information shall be excluded from the foregoing scope of Confidential Information:
a) information which at the time of disclosure is generally available to the public;

b) information which after disclosure becomes generally available to the public through no fault of the receiving party;

c) information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other party;

d) information which the receiving party can show was received by it after the time of disclosure from any third party without any obligation of confidentiality and which was not acquired directly or indirectly from the other party; or information which the party concerned shall be compelled to divulge if required by applicable laws.

8.3 Any information provided or divulged by ADA to the Client under this Agreement shall be the sole and exclusive property of ADA and the Client shall not in any event whatsoever derive any right or license to use such information for such other purpose other than as specifically set out herein.

8.4 The confidentiality obligations set out in this clause shall survive the termination of this Agreement.

9.0 DATA PROTECTION

9.1 Each party undertakes, where applicable, to comply fully with the applicable Privacy Laws and to procure that its employees, agents and contractors observe the said laws, regulations and/or policies. Any breach or potential breach of the provisions of this clause shall be immediately notified in writing by the breaching party to the non-breaching party.

9.2 The Client warrants to ADA that any Client Content and any consent received from Client has been collected or submitted to ADA or the Platform is in compliance with Personal Data Protection Laws including but not limited to the Client obtaining (where applicable) the opt-in consent from the data subjects or otherwise legally obtained to entitle the Client to provide ADA and/or Third Party Provider with personal data and/or personally identifiable information for the purposes set forth under this Agreement. The. Client further warrants to ADA that any Client Content received from the Client may legally be processed in the manner necessary to deliver the Services to the Client.

9.3 The Client shall:

a) comply with ADA's information technology, security and usage policies notified to it from time to time and ensure that its Personnel do the same;
b) take all necessary steps to prevent any viruses or malware being introduced into any software or onto any of the Platform, API and/or any information technology (including computer hardware) used by the Client in relation to the Platform and/or API;
c) procure that no unauthorised third party will, as a result of any act or omission of the Client, obtain access to the Platform, and/or API;
d) apply security procedures to guard against the loss, destruction, corruption or alteration of the Platform, and/or API data in the possession or control of (or accessed by) the Client;
e) ensure that it does not deliberately or negligently corrupt or erase the Platform's data, API and/or any information technology (including computer hardware) in relation to the Platform and/or API; and
f) not disclose passwords supplied by ADA to access the ADA systems or any information technology (including computer hardware) used by the Client in relation to the Platform and/or API to any person without ADA's written approval.

9.5 Following the Client's discovery of any suspected or actual personal data protection breach or other security breach, the Client shall notify ADA of such incident and promptly take appropriate actions in compliance with applicable Laws to address and remedy such incident (including taking any other actions reasonably requested by ADA. Such notice to ADA must describe the nature of the personal data protection breach or other security breach, when the personal data breach or other security breach occurred and the effect on ADA.

9.6 Upon termination of this Agreement, except for data that ADA retains for a limited amount of time as required by applicable laws or best practices related to financial, tax, operational record-keeping, or audits, ADA will delete the Client data from the Platform and API.

9.7 Subject to clause 9.6, the Client further agrees and acknowledges that ADA shall retain the system and data backups for a maximum period of three (3) months from the date its. Upon expiry of the retention period, all data collected shall be deleted or overwritten in accordance with the best industry practice and such deleted data cannot be recovered or reconstructed.

9.8 The Client acknowledges that any data (including personal data) that is uploaded and/or processed through the operator's platform, network API, and/or electronic system shall be subject to the operator's privacy and data policies, including those specified in Schedule 1.

10.0 INTELLECTUAL PROPERTY RIGHTS

10.1 The Client grants to ADA and its affiliates a limited, non-exclusive, worldwide and fully paid license to use, perform, reproduce, display, disseminate, transmit, and distribute Client Content in accordance with this Agreement.

10.2 The Client acknowledges and agrees that the Platform, all modifications, enhancements and additions thereto, and all passwords, usernames, site entry procedures and Platform use information are the Intellectual Property Rights of ADA and its licensors, and except to the extent expressly authorised in writing by ADA, the Client shall receive no rights in or to the same.

10.3 ADA retain the right to use in any way it considers appropriate any skills, techniques, processes, methodologies or know-how acquired, developed or used in the course of performing the Services, and any improvements or modifications to the Platform or other ADA's products or services created during the course of the Services or use of the Platform will vest exclusively in ADA and its licensors. Client agrees that any feedback or ideas the Client provides to ADA regarding Services or the Platform, or its other services or product and any suggested improvements thereto will be the exclusive property of ADA. ADA may also use data about Client's usage of the Platform for internal purposes such as operating, maintaining and improving ADA's products and services.

10.4 The Client hereby grants ADA a limited, non-exclusive, worldwide, royalty-free and fully paid license to use, perform, reproduce, display the Client's name(s), trade names, service marks, and logo(s) for the provisions of the Services and marketing purposes (including on the ADA website and in press releases, promotional and sales literature, customer/prospect presentations, and customer lists).

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

11.0 FORCE MAJEURE

11.1 Save for the obligation to make payments under this Agreement, neither party shall be responsible for any failure or delay in the performance of this Agreement if the failure or delay is due to an event beyond the reasonable control and without the fault or negligence of the party seeking to excuse performance, including without limitation, acts of God, acts of terrorism, war, pandemic, epidemic, labour disputes and strikes, fire, flood, riot, and unforeseen delays in transportation or communications (each, a **"Force Majeure Even**t"). Any party seeking to excuse or delay performance due to a Force Majeure Event shall provide detailed written notice to the other party of the nature and anticipated duration of the delay. A party claiming the benefit of a Force Majeure Event shall use all reasonable efforts to avoid or overcome the causes affecting performance and diligently fulfil all outstanding obligations within fourteen (14) days. In the event that any such Force Majeure Event continues in excess of thirty (30) days, the party receiving such notice of excuse or delay shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other party, provided that, if the Force Majeure Event ceases within such thirty (30) days period, this Agreement shall remain in full force and effect upon prior written notice of the party affected by the Force Majeure Event to the other party.

12.0 NON-SOLICITATION AND ANTI BRIBERY

12.1 The Client shall not, without the prior written consent of ADA, at any time from the date of this Agreement until the expiry of the one (1) year period after expiry or early termination of this Agreement, solicit or entice away from ADA or employ or attempt to employ any person who is, or has been, engaged as an employee of ADA in the provision of the Services. This clause does not impose any restriction upon Client's general recruitment processes, where such processes do not directly target ADA's employees and where the ADA's employee respond to such processes on his own accord.

12.2 The parties shall always comply and shall ensure that its directors, employees, representatives, agents, and sub-contractors comply with the applicable laws and regulations concerning bribery, corruption, fraud, anti-money laundering and any other prohibited business practices in any jurisdiction including but not limited to laws relating to criminal practices or conduct such as the Penal Code and anti-bribery or anti-corruption laws as well as all other applicable laws, rules, regulations, ordinances, and codes, directives and any anti-bribery and anti-corruption terms or policies that applies to the parties from time to time. The parties must keep accurate and complete records and supporting documentation to demonstrate that it is in compliance with this provision and each party agree to allow the other party or the relevant authorities or both to access and inspect the other Party's books and records to audit and verify the other party's compliance if required by a competent governmental or regulatory authority. Each party shall immediately notify

the other party, if it becomes aware of any breach of this provision and the parties agrees that any non-compliance shall be deemed as a material breach of this provision. If a party has committed any breach under this provision, the other party may immediately at its absolute discretion terminate this Agreement, without any ensuing obligations nor liabilities to the terminating party.

13.0 **OTHER TERMS**

13.1 **Assignment.** Neither party may assign, transfer or novate this Agreement without the written consent of the other party which is not to be unreasonably withheld or delayed. Notwithstanding the above, ADA may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliate with prior notice to the Client.

13.2 **Subcontract.** The Client acknowledges and agrees that Services may be performed by the ADA's Affiliate. Client acknowledges that ADA may delegate, sub-contract or assign certain or all portion of ADA's obligations under the Agreement to any third-party service provider or ADA's Affiliate without prior notice to the Client.

13.3 **Independent Contractor**. This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are independent contractors in the performance of this Agreement. Neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

13.4 **Governing Law and Resolution of Disputes.** In the event of a dispute or difference in connection with the usage of the Platform, ADA and the Client shall use their best endeavours to resolve such dispute or difference amicably. Failing amicable resolution of such dispute or difference by the Parties, the dispute or difference shall then be finally resolved by reference to the courts of law in Bangladesh.

13.5 **Notices**. All notices under the terms of this Agreement will be deemed given as of the day they are received either by overnight courier, email, postage prepaid certified or registered mail, or facsimile, and addressed either to ADA or Client at their respective addresses specified in the Order Form. If the notices are received beyond the office hours of the receiving party, such notices shall be deemed to have been received on the next working day.

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

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

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

13.9 **Language.** The English terms and conditions shall prevail over any translations (if any)

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

13.11 **Amendments**: ADA may update this ADA Middleware 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 ADA Middleware GTC.

[-END-]