



**VERSION DATE: 28 November 2025**

## **GENERAL TERMS AND CONDITIONS (GTC)**

This General Terms and Conditions ("**Terms**") form parts of the Sales Order (as defined herein) (collectively, "**Agreement**") between the entity identified as ADA in the applicable Sales Order ("**ADA**"), and the person or entity identified as the "Advertiser", "Advertiser & Agency" or "Client" (whichever applicable) in the relevant Sales Order ("**Client**").

### **1.0 DEFINITIONS**

- 1.1 Capitalized words used in these Terms shall have the meanings ascribed below:

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

**"ADA Platform"** means ADA proprietary platform(s) or licensed third party platform(s) which the Client is given access under the Sales Order, if any.

**"Ad Inventory"** means advertising space on, within or associated with the available website(s), media, digital platform or application(s).

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

**"Aggregated Data"** means Client Materials that are combined with comparable data or data belonging or licensed to ADA and precludes identification, directly or indirectly, of the Client or its end customers.

**"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, 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.

**"Authorized User"** means a Client's Personnel authorized by ADA in writing to access the ADA Platform.

**"Business Day"** means Mondays through Fridays except for any Saturdays, any Sundays or and any public holidays in the territory where ADA corporate entity domiciles in.

**"Client Materials"** includes but is not limited to, advertisement, creatives, data, plans, guidelines, artwork, or material of the Client or any third parties (including URLs, sites to which URLs are

linked, pixels, tags, scripts or code) which are supplied to ADA by or on behalf of the Client.

**"Charges"** means the amount the Client is required to pay under the relevant Sales Order to ADA, which may include but shall not be limited to, any applicable taxes, ADA's service fees, ADA's management fees, other additional costs, expenses, or media spend which have been incurred by the Client (in addition to ADA's service fee), which shall be paid by the Client to ADA.

**"Confidential Information"** means, including but not limited to:

- (a) All information marked as "Confidential," "Proprietary," or similar legend by the disclosing Party ("**Discloser**") when given to the receiving Party ("**Recipient**"); or
- (b) any information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary.

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

**"Deliverable"** or "**Deliverables**" means the deliverables by ADA under the Services (e.g., creatives, impressions, clicks, or other desired actions) and including reporting documents as specified in the Sales Order or otherwise agreed between the Parties in writing.

**"Sales Order"** means a mutually agreed sales order that incorporates these Terms.

**"Sanction(s)"** refers to the measures imposed by Authority to restrict trade, financial transactions, or other economic activities with a specific country, entity, or individual. Types of sanctions may include financial sanctions, trade sanctions, embargo and diplomatic sanctions.

**"Sanctions Laws"** means Applicable Laws relating to Sanctions;

**"Sanctioned Person"** means any individual, company, entity or organisation that is subject to Sanctions imposed by the relevant Authority;

**"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.

**"Parties"** means collectively ADA and the Client, 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 Services.

**"Personal Data"** means personal data, personal



information or data relating to individuals;

**"Policies"** means advertising criteria or specifications made available by ADA, Publishers or third party service providers, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the website(s), media, digital platform or application(s) on which the advertisements are to appear).

**"Publisher"** shall mean an entity or an individual (which may include ADA, the Client or their respective Affiliate where applicable) that owns or makes available website(s), media, digital platform or application(s) for the purposes of offering for sale of Ad Inventory.

**"Services"** means the product/services listed under "Product" in the applicable Sales Order, which may without limitation, include creative services, media buying services, media planning, social media page management, branding and marketing advisory services, search engine optimization services, licence to Xact Data, search engine marketing services, social listening services, access to ADA Platform and other services or products made available by ADA to the Client.

**"Specific Terms"** means the specific terms and conditions as more particularly described in Clause 2 below in respect of the Services, where applicable.

**"Xact Data"** means any data licensed or proprietary data of ADA which are made available via ADA's Xact platform to its Clients under this Agreement.

## 2.0 **SALE ORDERS AND TERMS**

2.1 Acceptance of the Sales Order and these Terms will be deemed upon written (which, unless otherwise specified, for purposes of these Terms, will include paper, or e-mail communication) approval of the Sales Order by ADA and Client. Notwithstanding the foregoing, modifications to the originally submitted Sales Order will not be binding unless signed by both ADA and the Client.

2.2 These Terms shall govern any previously executed and active ordering documents and any ordering documents governed by the Sales Order and these Terms executed between the Client and ADA.

2.3 In addition to these Terms, the following Specific Terms shall apply to the following Services:

- (a) in the case of creatives or content services (or any part thereof), the Specific Terms contained in Schedule 1 hereto shall apply;
- (b) in the case of managed services, Ad Inventory, media buys or Xact Data (or any part thereof), the Specific Terms contained in Schedule 2 hereto shall apply;
- (c) in the case of the engagement of any influencer or key opinion leaders (or any part thereof), the Specific Terms contained in Schedule 3 hereto shall apply;
- (d) in the case of search engine optimization services and search engine marketing services (or any part thereof), the Specific Terms contained in Schedule 4 hereto shall apply;

- (e) in the case of any social listening services (or any part thereof), the Specific Terms contained in Schedule 5 hereto shall apply; and
- (f) in the case of usage or utilization of the ADA Platform (or any part thereof), the Specific Terms contained in Schedule 6 hereto shall apply.

## 3.0 **REPRESENTATIONS AND WARRANTIES**

3.1 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;
- (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 or by which it is otherwise bound;
- (e) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors:
  - i. is a Sanctioned Person or is owned or controlled by, or acting on behalf of, a Sanctioned Person; and
  - ii. has violated or potentially violated the Sanctions Laws; and
  - iii. has entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate the Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person

3.2 Client represents and warrants that in respect of any Client Materials :

- (a) it has the right and authority to permit the use, reproduction, distribution, and transmission of Client Materials;
- (b) the Client Materials provided by the Client or the Client's representatives 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;
- (c) it is fully authorised to publish and authorises ADA to publish on its behalf the Client Materials for the purposes of providing Services; and
- (d) it is in compliance with any brand safety guidelines (imposed by the Client's internal content control department or by any Publisher).
- 3.3 ADA shall under no circumstances, be responsible for the correctness and accuracy of the Client Materials. ADA shall rely on statements made to ADA by the Client's Personnel on the reliability, correctness and accuracy of such Client Materials. ADA reserves the right to, at its sole discretion, regard any Client Materials as prohibited content and refuse to disseminate such Client Materials, without any liability or penalty to ADA. ADA shall at all times, have no obligation to remove any Client Material in breach of this Clause from any Publishers.
- 3.4 Where the Client is acting as an agency on behalf of an advertiser, the Client further warrants to ADA that:
- (a) it has the authority to act as the advertiser's agent and to enter into this Agreement on behalf of the advertiser;
- (b) it is duly authorised by the advertiser to grant the rights granted to ADA herein;
- (c) all of Client's actions related to this Agreement are within the scope of the agency agreement between the Client and the advertiser; and
- (d) it has obtained and is authorized by the advertiser to perform its obligations under this Agreement.
- 4.0 PAYMENTS**
- 4.1 ADA's Charges shall be as set out in the relevant Sales Order.
- 4.2 ADA shall, from time to time issue its invoice for the Charges as evidenced on a report log prepared by ADA, which shall be conclusive evidence of such Charges.
- 4.3 Unless otherwise specified in the relevant Sales Order, the Client shall bear all applicable sales or services taxes (including, but not limited to, value-added tax, goods and services tax or its equivalent), duties or levies imposed by any authority, government or government agency and/or other applicable governmental fees.
- 4.4 If the Client is legally required:
- (a) by law to deduct or withhold any taxes from any amounts payable under this Agreement, then such amounts payable shall be increased as necessary so that ADA receives an amount equal to the sum it would have received had no such deduction or withholding been made; and/or 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 the amount of such payment of Taxes paid by the Client.
- 4.5 If ADA is entitled to a preferential tax rate under the applicable tax treaty, the Client shall endeavour to apply the reduced tax rate or tax exemption. The Client shall then furnish to ADA evidence of its tax residence status by way of letter or certificate or any other required documents before paying Party making its first payment to ADA under this Agreement.
- 4.6 Unless expressly stated in the Sales Order, the Client shall, within 30 days from the date of the invoice, make payment of the invoice in full, based on the payment instructions on such invoice, with no right to set-off for any reason whatsoever.
- 4.7 Where the Client requests for ADA to (i) source or acquire new or custom inventory on its behalf; or (ii) engage third party's services or other services, additional charges and conditions may apply and ADA shall invoice the Client accordingly.
- 4.8 The Client has 5 days to notify ADA of any discrepancies in the invoice. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.
- 4.9 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."
- 5.0 TERMINATION**
- 5.1 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 (or any Sales Order) by serving written notice on the other Party if:
- (a) 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;
- (b) any of the representations and/or warranties made by the other Party is untrue, incorrect or misleading;
- (c) 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
- (d) it becomes illegal or unlawful for either Party to perform any of its duties and obligations under this Agreement.
- (e) a Party has reasonable grounds to believe that the other Party, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors, is or has become a Sanctioned Person, or is owned, controlled by, or acting on behalf of a Sanctioned Person;
- (f) a Party has reasonable grounds to believe that the other Party, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors has violated or potentially violated the Sanctions Laws; or
- (g) a Party has reasonable grounds to believe that the other Party, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors has entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate the Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person.
- 5.2 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 Client
- (a) if the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment.
- (b) if the Client's representations and warranties under Clause 3 and 10 were found to be untrue or inaccurate.
- 5.3 ADA may terminate this Agreement (including any Sales Order) in its entirety at any time without cause or liability, by providing the Client with 14 days' prior written notice.
- 5.4 Upon termination :
- (a) 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;
- (b) the Client shall immediately pay to ADA all outstanding unpaid invoices and interest and, in respect of any portion of Services supplied but for which no invoice has been submitted, ADA may submit an invoice which shall be payable immediately on receipt; and
- (c) ADA shall on request, return any of the Client Materials not used in the provision of the Services.
- 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 this Agreement which existed at or before the date of termination or expiry.
- 6.0 COMMENCEMENT AND EXTENSION**
- 6.1 Each Service listed under "Product" in the applicable Sales Order shall commence on the date stipulated in the Sales Order as the "Start Date" (or such mutually agreed date in writing) and ADA may cease providing such Service on the date stipulated in the Sales Order as the "End Date" (or such mutually agreed date in writing).
- 6.2 Unless otherwise agreed between the Parties, the Client may re-schedule the commencement of any Services once, provided that:
- (a) written notice is given to ADA not less than 14 Business Days before the original scheduled date;
- (b) the re-scheduled date shall not extend beyond 30 Business Days from the original scheduled date; and
- (c) the re-scheduled date shall be mutually agreed upon.
- In the event the Client is unable to satisfy any of the conditions above, ADA may, but is not obliged to, accede to the re-scheduling request, subject to such other terms and conditions which ADA may impose.
- If ADA's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client or its Personnel, then without prejudice to any other right or remedy it may have, ADA shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client.
- 7.0 INTELLECTUAL PROPERTY RIGHTS**
- 7.1 Between the Client and ADA:
- (a) any and all Intellectual Property Rights in the Client Materials would not be passed to ADA;
- (b) ADA and/or its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials;
- (c) ADA grants the Client, or shall procure the grant to the Client of a fully paid-up, revocable, worldwide, non-exclusive, royalty-free license during the term of this Agreement to copy and use the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Services and the Deliverables for the Client's business; and
- (d) the Client shall not, without the prior consent of ADA in writing, sub-license, assign or otherwise transfer the rights granted in this Clause 7.
- 7.2 ADA retains ownership of all Intellectual Property Rights in the Aggregated Data. Client grants ADA an irrevocable, worldwide, non-exclusive, royalty-free and perpetual license to use, reproduce, distribute, display, combine and store the Client's Intellectual Property Rights in the Aggregated Data for purposes of operating,





- maintaining and improving ADA's products and services.
- 7.3 Notwithstanding the foregoing or anything to the contrary herein, nothing shall prohibit ADA from:
- (a) using Aggregated Data on an aggregated basis for media planning purposes; or
  - (b) disclosing qualitative evaluations of Aggregated Data to its clients and potential clients, its vendors and Publishers for the purpose of media planning.
- 7.4 Client acknowledges and agrees that the ADA Platform, all modifications, enhancements and additions thereto, and all passwords, user names, site entry procedures and the ADA Platform use information are the property of ADA, and except to the extent expressly authorised in writing by ADA, the Client shall receive no rights in or to the same.
- 7.5 ADA retains 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 ADA Platform or other ADA's products or services created during the course of the Services. Client agrees that any feedback or ideas Client provides to ADA regarding Service or ADA Platform or its other services or product, and any suggested improvements thereto will be the exclusive property of ADA and shall not be considered to be Confidential Information. ADA may also use data about Client's usage of the ADA Platform for internal purposes such as operating, maintaining and improving ADA's products and services.
- 7.6 In relation to the ADA Platform, the Client shall not:
- (a) modify, reverse engineer, reverse assemble or reverse compile the ADA Platform or any other intellectual property or other information (whether oral, written, tangible or intangible) made available to Client under this Agreement;
  - (b) distribute, sell, rent, lease, sublicense or transfer the ADA Platform or any other intellectual property made available under this Agreement to any third party;
  - (c) allow direct or indirect use of the ADA Platform or any other intellectual property made available under this Agreement by any third party;
  - (d) use the ADA Platform and any other intellectual property made available under this Agreement for any other purposes which are not expressly permitted under this Agreement or for any unauthorised or competitive purpose (including, without limitation, to develop a competing product);
  - (e) remove, modify or obscure any ADA intellectual property or other proprietary rights notices that appear in the ADA Platform or any other intellectual property made available pursuant to this Agreement.
- 7.7 ADA reserves all rights, title, interest and ownership in the data collected by ADA through the ADA Platform, and ADA may disclose such data, which may include, but not be limited to,
- aggregate statistics about the ADA Platform, trends, and demographics; provided, however, that such disclosure does not explicitly identify the Client without the Client's prior approval.
- 7.8 The ADA Platform's source code is a trade secret of ADA and its licensors to which the Client is not authorised to access.
- 7.9 Where the Services and/or Deliverables are provided to the Client for evaluation and trial purposes ("**Evaluation Material**") for a period designated as the evaluation period agreed between the Parties ("**Evaluation Period**"):
- (a) ADA grants to the Client a non-exclusive, non-transferable, non-sublicensable and royalty-free license to use the Evaluation Material internally for purposes of evaluating the Evaluation Material and/or testing them in connection with the Client's products, system and/or services during the Evaluation Period;  
the licence in Clause 7.9(a) above is meant solely for the Client's internal evaluation purposes only and does not constitute a commercial license. The Client's access to and use of the Evaluation Material after the Evaluation Period is subject to the Parties' entering into and executing a separate commercial license agreement;
  - (b) ADA retains exclusive ownership of any and all Intellectual Property Rights and other proprietary rights throughout the world) in and to the Evaluation Material and all copies (by whomever made) thereof. The license granted and this Agreement do not constitute a sale of the Evaluation Material or any portion thereof.
  - (c) Unless otherwise authorized by ADA, the Client may not directly or indirectly:
    - (i) reproduce in whole or in part, modify or create any derivative works of the Evaluation Material or any documentation delivered therewith;
    - (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for any software, if applicable;
    - (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Evaluation Material; or
    - (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Evaluation Material.
- 7.10 If ADA receives notice of an alleged infringement in relation to the ADA Platform, Xact Data and/or the Services (or any part thereof), ADA shall have the right, in its sole option, to:
- (a) obtain the right to continue the use of the ADA Platform, Xact data and/or Services; or
  - (b) to modify the ADA Platform, Xact data and/or Services; so that it is no longer infringing.
- If neither of the foregoing options is reasonably available to ADA, ADA in its sole discretion, may terminate the license rights granted under this



Agreement and ADA shall refund a pro-rata amount of the license fee based on the then-remaining time in the current term of the Sales Order. The foregoing are ADA's sole and exclusive obligations, and Client's sole and exclusive remedies, with respect to such intellectual property infringement.

- 7.11 Client grants ADA (or where Client is an agency, Client shall ensure and procure that the advertiser grants to ADA) a limited, revocable, non-exclusive, fully-paid, royalty-free, worldwide right and license to display the Client's logo in promotional materials and to identify the Client as a customer of ADA, for ADA's own marketing purpose.
- 7.12 Additionally, ADA may reference the Client (or where Client is an agency, ADA may reference the advertiser) in a general press release which does not reveal any specific terms or conditions of this Agreement, which depicts the Client's (or where Client is an agency, ADA may depicts the advertiser) corporate logo, publicising the fact that an agreement has been executed. Any other public statement or press release referencing the name or trademark of the Client (or where Client is an agency, the name or trademark of the advertiser) shall only be made upon the express prior written consent of the Client. The Client further grants ADA (or where Client is an agency, the Client shall ensure and procure that the advertiser grants to ADA) the right to write a case study regarding Client's use of the Service.
- 7.13 All rights not expressly granted in this Agreement are reserved by ADA.

## **8.0 CONFIDENTIAL INFORMATION**

- 8.1 The Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except to its Personnel (or where the Client is an agency, to its Personnel and/or advertiser) on a need-to-know basis, who are bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than for the performance of the Services set out in the Sales Order.
- 8.2 Notwithstanding anything contained herein to the contrary, the obligations in this Clause does not include information which were:
- (a) previously known to Recipient;
  - (b) were generally became available to the public through no fault of Recipient;
  - (c) rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser;
  - (d) were developed by the Recipient's Personnel independent of, and without reference to, Confidential Information;
  - (e) communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality; or
  - (f) disclosed by the Recipient:
    - (i) in response to a valid order by a court or other governmental body,
    - (ii) where required by law or the rules of any applicable securities exchange,
    - (iii) as necessary to establish

the rights of either Party under these terms.

## **9.0 DATA PROTECTION AND PRIVACY**

- 9.1 Each Party undertakes, where applicable, to comply fully with all Data Protection Law and to procure that its Personnel (or where the Client is an agency, its advertiser) observe the provisions of any applicable Data Protection Law.
- 9.2 If the Client receives Personal Data pursuant to this Agreement in respect of which ADA is primarily accountable or responsible under the relevant Data Protection Law, the Client shall (and where such Personal Data has been disclosed to the Client's advertiser, the Client shall ensure and procure that its advertiser shall):
- (a) only use it as strictly necessary for the performance of its obligations under and in accordance with this Agreement.
  - (b) maintain all prudent and required security, technical and organizational security measures sufficient to comply at least with the obligations imposed by ADA or the Data Protection Law; and
  - (c) take reasonable steps to ensure the reliability of any Client's Personnel who have access to such Personal Data;
  - (d) not transfer or process any such Personal Data outside jurisdiction without the prior written consent of ADA;
  - (e) not process such Personal Data in any way contrary to any provision of the Data Protection Law or other relevant data protection law applicable to ADA;
  - (f) assist ADA to comply with any obligations imposed on them in relation to any such Personal Data processed by or on behalf of ADA; and
  - (g) comply with all instructions of ADA with regard to any such Personal Data.
  - (h) take all necessary steps to ensure that all such Personal Data are protected at all times from accidental, unauthorised or unlawful access, processing, use or transfer, or loss, misuse, damage, destruction, corruption, or alteration;
  - (i) implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including (as applicable and proportionate):
    - (a) access control and least-privilege;
    - (b) encryption of Personal Data in transit and at rest;
    - (c) pseudonymisation where practicable;
    - (d) secure lifecycle for credentials, keys and secrets;
    - (e) network and application security (e.g., firewalls, patch management, secure development practices);
    - (f) data segregation and multi-tenant protections;
    - (g) logging, monitoring and detection capable of supporting timely breach detection; and



- (h) regular vulnerability management, penetration testing and security reviews.
    - (i) data retention and secure disposal practices in accordance with the requirements of Applicable Laws
  - (j) maintain evidence of implemented controls and provide such evidence to the ADA on request;
  - (k) notify ADA of any breach of Clause 9.2 above, undue delay, within 24 hours upon becoming aware of any actual or suspected Personal Data breach or leak.
- 9.3 Client acknowledges and agrees that ADA may transfer any Personal Data received to any of its Affiliates without the prior written consent of Client (and where the Client is an agency, without the prior written consent of the advertiser), strictly for the sole purpose of performing the Services. ADA shall take commercially reasonable steps to ensure that any transfer of, or remote access to, such Personal Data by any of ADA's Affiliates do not contravene any provisions of this Agreement or any applicable laws and that such Personal Data is adequately protected at all times.
- 9.4 Where the Client will be sharing any Personal Data to ADA, Client shall provide ADA with written notice to inform ADA that Personal Data will be shared to ADA. Parties may if required, after ADA's receipt of the Client's written notice:
- (a) execute a Data Protection Agreement ("DPA") to govern the processing of such Personal Data; or
  - (b) to the extent that there is an existing DPA made between the Parties, the terms of such DPA shall be incorporated into this Agreement by reference.
- 9.5 Services may require the use of an HTML tag, pixel, or other code ("**Tag**"), for insertion into websites, advertisements, or content. Following termination or expiration of hereunder, the Client shall (and where applicable, the Client shall ensure and procure that the advertiser shall) delete the Tag from sites and cease any further use of the Tag without the express written consent of ADA.
- 9.6 Each Party undertakes, where applicable, to comply fully with all Data Protection Law and to procure that its Personnel (or where the Client is an agency, its advertiser) observe the provisions of any applicable Data Protection Law.
- 9.7 If the Client receives Personal Data pursuant to this Agreement in respect of which ADA is primarily accountable or responsible under the relevant Data Protection Law, the Client shall (and where such Personal Data has been disclosed to the Client's advertiser, the Client shall ensure and procure that its advertiser shall):
- (a) only use it as strictly necessary for the performance of its obligations under and in accordance with this
- Agreement.
- (b) maintain all prudent and required security, technical and organizational security measures sufficient to comply at least with the obligations imposed by ADA or the Data Protection Law; and
  - (c) take reasonable steps to ensure the reliability of any Client's Personnel who have access to such Personal Data;
  - (d) not transfer or process any such Personal Data outside jurisdiction without the prior written consent of ADA;
  - (e) not process such Personal Data in any way contrary to any provision of the Data Protection Law or other relevant data protection law applicable to ADA;
  - (f) assist ADA to comply with any obligations imposed on them in relation to any such Personal Data processed by or on behalf of ADA; and
  - (g) comply with all instructions of ADA with regard to any such Personal Data.
- 9.8 Client acknowledges and agrees that ADA may transfer any Personal Data received to any of its Affiliates without the prior written consent of Client (and where the Client is an agency, without the prior written consent of the advertiser), strictly for the sole purpose of performing the Services. ADA shall take commercially reasonable steps to ensure that any transfer of, or remote access to, such Personal Data by any of ADA's Affiliates do not contravene any provisions of this Agreement or any applicable laws and that such Personal Data is adequately protected at all times.
- 9.9 Where the Client will be sharing any Personal Data to ADA, Client shall provide ADA with written notice to inform ADA that Personal Data will be shared to ADA. Parties may if required, after ADA's receipt of the Client's written notice:
- (a) execute a Data Protection Agreement ("DPA") to govern the processing of such Personal Data; or
  - (b) to the extent that there is an existing DPA made between the Parties, the terms of such DPA shall be incorporated into this Agreement by reference.
- 9.10 Client represents and warrants that (and where the Client is an agency, the Client further represents and warrants that the advertiser has represented to the Client that):
- (a) Client Materials that contains user identifiers, identifiers for advertiser (IFA), device IDs, personally identifiable information and/or classified as Personal Data have been collected in compliance with all Applicable Laws on privacy and Personal Data protection (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 any ADA's sub-contractors or sub-processors with such Personal Data and/or personally identifiable information for the purposes set forth under this Agreement;



- (b) any Client Material received from the Client may legally be processed in the manner necessary to perform the Services contemplated under this Agreement;
  - (c) it has all necessary rights and permissions, including consent to insert the Tag and to receive and collect any information obtained via the Tag for use by the Client, ADA and its licensors in connection with the Services;
  - (d) it has all necessary rights and permissions to authorize ADA and its licensors' use of the information collected by the Tag; and
  - (e) it shall ensure that it has obtained its customer's opt-in consent in connection with the use of any online or mobile tracking technologies and have provided access to ADA's or its licensor's privacy policies.
- 9.11 To the extent that the Client has disclosed (or will disclose) any Personal Data to ADA, the Client warrants and represents that it has obtained (or will obtain) the relevant individual's consent to disclose such Personal Data to ADA 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), including the processing of such Personal Data within and outside of the country, and the transfer and disclosure of such Personal Data to third parties and, where necessary, outside of the country.
- 10.0 ANTI BRIBERY**
- 10.1 During the performance of their respective obligations under this Agreement, ADA and the Client shall at all times comply (and shall ensure that its directors and Personnel 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 (if applicable) the Malaysian Anti-Corruption Commission Act 2009 and the Malaysian Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 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 ADA and the Client 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 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.
- 10.3 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 Clause or has reasonable belief that this may occur, the other Party may immediately at its absolute discretion reject, disqualify, invalidate, recover, terminate this Agreement without any ensuing obligations nor liabilities to the other Party.

## **11.0 INDEMNIFICATION**

- 11.1 The Client shall fully and effectively indemnify and keep ADA (including its Personnel and Affiliates) 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 representations and warranties in Clause 3 (Representation and Warranties);
  - (b) any claims for intellectual property rights infringement relating or in connection with Client Materials;
  - (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 Clause 7 (Intellectual Property Rights), Clause 8 (Confidential Information), Clause 9 (Data Protection and Privacy), Clause 10 (Anti Bribery), Clause 21.0 (Sanctions);
  - (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
  - (f) any fines, penalties or compensation imposed by any governmental authority on ADA, in respect of ADA's performance of the Services, where such fines, penalties or compensation were incurred by ADA as a result of ADA's reliance on the Client's representations, warranties, directions or instructions.

## **12.0 LIMITATION OF LIABILITY**

- 12.1 In no event shall ADA or the Client (regardless of the cause) or any of its Affiliate 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 the like, even if ADA or the Client or any of its Affiliates has been advised of the possibility of such damages.
- 12.2 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 Sales Order giving rise to such liability.

## **13.0 DISCLAIMERS**

- 13.1 THE ADA PLATFORM (WHERE APPLICABLE), 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, the ADA Platform 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.
- 13.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ADA SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING:
- (A) THE ADA PLATFORM AND THE FUNCTIONALITY OR AVAILABILITY OF THE ADA PLATFORM;
  - (B) THE NUMBER OF PERSONS WHO VIEW OR CLICK ON ADVERTISEMENTS;
  - (C) ANY BENEFIT THAT MIGHT BE OBTAINED FROM HAVING ADVERTISEMENTS ADVERTISED HEREUNDER;
  - (D) THE QUALITY OF CLICKS, ACTIONS, IMPRESSIONS, OR INSTALLS DELIVERED OR HOW MUCH OF A LISTING IS DISPLAYED ACROSS THE NETWORK; AND
  - (E) THE ERROR-FREE, DISRUPTION-FREE OR INTERRUPTION-FREE NATURE OF THE ADA PLATFORM AND SERVICES PROVIDED BY ADA HEREUNDER. FURTHER, ADA DOES NOT GUARANTEE ANY RETURN ON INVESTMENT.
- 13.3 ADA provides no guarantee that all Services or the ADA Platform specified in this Agreement 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 will receive any new or increased numbers or customers or sales as a result of Services or the use of the ADA Platform.
- 13.4 Accordingly, ADA shall not be liable to the Client for any loss, injury, claim, liability, or damage of any kind resulting in any way from:
- (a) errors in or omissions from the Services not included the Sales Order;
  - (b) any unavailability of any database (third party or otherwise) or services due to scheduled maintenance; or
  - (c) the accuracy or completeness of any third-party data.
- 13.5 Where applicable, the Client acknowledges that the Services and any ADA Platform operates in an online environment and, accordingly, the Services, the ADA Platform and the database's availability and performance relies on infrastructure and services, e.g. hosting services, services supplied by third parties.
- 13.6 To the extent that there is a breach of this Agreement by ADA and that breach is caused by a default by or unavailability of a third-party infrastructure and/or services provider, then that breach is not a breach of this Agreement and ADA shall not be liable to the Client for any loss suffered by Client or caused by such third-party default or unavailability.
- 13.7 Collaboration between ADA and the Client is often necessary to provide the Services. Client understands that ADA shall not be responsible for any delays due to the collaborative process, which may include Client's time to review and/or the exchange of materials, including delays caused by such review or exchange of materials. Client agrees to review any material needing Client's review and shall give comments, approvals, access or revisions in a timely manner.
- 13.8 Unless otherwise specifically agreed between the Parties in writing, any key performance indicators ("KPIs") shall be non-binding and any failure to perform in accordance with KPIs shall not on itself be considered a breach of contract by ADA that gives rise to contractual or other remedies to the Client.
- 13.9 Client agrees and acknowledges that the Services may include links to third-party websites, systems, or networks, including AI (Artificial Intelligence) services ("Third-Party Services") or the Client's websites, systems, or networks (together with Third-Party Services, the "Other Services"). The Third-Party 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). Client further acknowledges and agrees that Client is solely responsible for and assumes all risk arising from Client's use of Other Services. In addition, in connection with using the Services, Client may choose to purchase or license certain other third-party products and/or services identified by ADA. The terms and conditions related to the Client's purchase or license of any such third-party products and services are between Client and the relevant third parties. ADA does not license, support, control, endorse or otherwise make any representations or warranties regarding, and shall have no liability associated with, any such third-party products or service.

#### **14.0 FORCE MAJEURE**

14.1 Each Party shall be excused from the performance or punctual performance of any of their obligations under this Agreement, and the time period required in order to perform such obligations shall be extended for a period reasonable under the circumstances, if the performance is prevented or delayed by any cause beyond the affected Party's reasonable control ("**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 or requisition (acts of government), including non-availability of any necessary visa and permits for Professionals.

14.2 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. 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 this Agreement and the other Party shall have the option to terminate this Agreement immediately by notice in writing to the affected Party.

14.3 Notwithstanding the foregoing paragraph, the affected Party shall be under an obligation to prevent or minimize any impact or delay caused by Force Majeure and to do all that is necessary to expedite the completion of the performance of this Agreement and any part of the Services which remain unaffected.

#### **15.0 SURVIVAL OF CLAUSES**

15.1 Parties' obligations under the following clauses shall survive the expiration, termination or cancellation of this Agreement:

- (a) Clause 7 (Intellectual Property Rights);
- (b) Clause 8 (Confidential Information);
- (c) Clause 9 (Data Protection and Privacy);
- (d) Clause 10 (Anti Bribery);
- (e) Clause 11 (Indemnification);
- (f) Clause 12 (Limitation of Liability);
- (g) this Clause 15 (Survival of Clauses);
- (h) Clause 18 (Governing Law); and
- (i) Clause 19 (Dispute Resolution).

15.2 In addition to the foregoing, other obligations under this Agreement by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive the expiration, termination or cancellation of this Agreement.

#### **16.0 NOTICES**

16.1 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 and for the attention of the relevant Party whose details are set out in the Sales Order (or as otherwise notified from time to time).

16.2 Any Notice shall be deemed to have been served:

- (a) if delivered by hand or internationally recognized courier service, at the time and date of delivery;
- (b) if sent by e-mail, at the time when it is sent, provided that it is sent during

normal working days and hours of between 9 a.m to 6 p.m on a Business Day; and

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

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

#### **17.0 ASSIGNMENT, SUBCONTRACTING AND DELEGATION**

17.1 Neither Party may assign, transfer or novate this Agreement (including any Sales Order) 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 Sales Order) 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.

17.2 Notwithstanding the foregoing, ADA may assign, transfer or novate this Agreement (including any Sales Order), in whole or in part, to any shareholders of ADA or any entity that is part of ADA's merger and acquisition exercises. ADA shall give advance written notice to the Client of such assignment, transfer or novation as soon as reasonably practicable.

17.3 Client acknowledges and agrees that the Services may be performed by 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 or ADA's Affiliate without prior notice to the Client.

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

#### **18.0 GOVERNING LAWS**

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

#### **19.0 DISPUTE RESOLUTION**

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

#### **20.0 NON-SOLICITATION**

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



Services. This Clause 20 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.

## **21.0 SANCTIONS**

- (a) Each of the Parties shall, during and throughout the Term, observe and comply with the Sanctions Laws and shall ensure that its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors do not violate any Sanction Laws.
- (b) In the event a Party has knowledge that it or any of its subsidiaries, directors, officers, employees, representatives, agents or subcontractors has:
  - a. become a Sanctioned Person;
  - b. violated any Sanctions Laws;
  - c. violated this Clause; or
  - d. entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate any Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person,

then the said Party shall provide notice in writing ("**Sanctions Notice**") to the other Party as soon as practicable (and in any event, within two (2) calendar days) after becoming aware of such information

- (c) If a Party delivers a Sanctions Notice to the other Party and the other Party solely considers that the event described in Clause 21.0 (c) renders it impossible or unlawful (a) for the other Party to substantially or partially fulfil its obligations under this Agreement, (b) for the other Party to remain a party to this Agreement, or (c) for the first Party to perform its obligations under this Agreement, the other Party may, at its sole discretion, terminate this Agreement with immediate effect and without incurring any liability whatsoever by issuing a termination notice to the other Party.
- (d) Clause 5.4 shall apply to the termination of this Agreement under Clause 21.0 (c) Clause 9.1 (e), Clause 9.1 (f), or Clause 9.1 (g), to the maximum extent allowed by the Sanctions Laws and Applicable Laws.

- (e) For the purpose of termination pursuant to Clause 21.0 (c) Clause 9.1 (e), Clause 9.1 (f), or Clause 9.1 (g), notwithstanding anything provided herein, Client remains liable to make payment to ADA for any amounts outstanding for the Professional Services that have been performed up to the date of termination.

## **22.0 OTHER TERMS**

- 22.1** This Agreement (including these Terms and the Sales Order) will constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all previous communications, representations, Understandings, and agreements, either oral or written, between the Parties with respect to the subject matter of the Sales Order.
- 22.2** A person who is not a party to this Agreement shall have no right to enforce any of its terms and Parties hereby agree to exclude any relevant legislation prescribing such right. 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.
- 22.3** This Agreement 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 Agreement by email or functionally equivalent electronic transmission constitutes valid and effective delivery.
- 22.4** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect.
- 22.5** ADA shall use reasonable endeavours to meet any dates specified in providing the Services specified in this Agreement, but such dates shall be estimates only and time for performance by ADA shall not be of the essence.
- 22.6** ADA is an independent contractor and not an employee, partner, or agent of the Client. Nothing in this Agreement shall be deemed to require ADA to provide the Services under this Agreement exclusively to the Client.
- 22.7** ADA may update these Terms from time to time, and the Client is required to check this domain periodically or ask ADA for a copy of the most recent version of these Terms.

## Annexure

| ADA   | CORPORATE DOMICILE        | GOVERNING LAWS |
|---|---------------------------|----------------|
| <p>ADA Data AI Solutions Sdn Bhd (formerly known as Axiata Digital &amp; Analytics Sdn Bhd)</p> <p>ADA Data AI Commerce Solutions Sdn Bhd (formerly known as ADA Asia Malaysia Sdn Bhd)</p> <p>Awake Asia Distribution Sdn Bhd</p>                | Kuala Lumpur, Malaysia    | Malaysia       |
| <p>ADA Data AI Solutions Pte Ltd (formerly known as ADA Digital Singapore Pte Ltd)</p> <p>ADA Data AI Commerce Solutions Pte Ltd (formerly known as AAD Holdings Pte Ltd)</p> <p>AAD Indochina Pte Ltd</p> <p>Awake Asia Distribution Pte Ltd</p> | Singapore                 | Singapore      |
| <p>PT ADA Data Solutions</p> <p>PT ADA Asia Indonesia</p> <p>PT Awake Asia Distribution Indonesia</p>   | Jakarta, Indonesia        | Indonesia      |
| ADA Data AI Solutions Co Ltd (formerly known as ADA Digital (Thailand) Co., Ltd.)   | Bangkok, Thailand         | Thailand       |
| <p>ADA Digital Philippines Inc</p> <p>AADistribution Phils Inc</p>  | Manila, Philippines       | Philippines    |
| Branch of ADA Digital Singapore Pte Ltd   | Phnom Penh, Cambodia      | Cambodia       |
| ADA Digital Singapore Pte Ltd (Branch office)   | Colombo, Sri Lanka        | Sri Lanka      |
| ADA Data AI Solutions Pte Ltd (Branch)  | Seoul, South Korea        | South Korea    |
| ADA Data AI Solutions Limited (formerly known as 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   | Bengaluru, India          | India          |

|                            |              |               |
|----------------------------|--------------|---------------|
| Limited )                  |              |               |
| ADA Digital Analytics K.K. | Tokyo, Japan | Japan         |
| ADA Data AI Solutions LLC  | Georgia, USA | Delaware, USA |





## SCHEDULE 1

### **SPECIFIC TERMS FOR CREATIVES, SOCIAL MEDIA MANAGEMENT AND CONTENT SERVICES**

The following shall apply when ADA provides creative and/or content services to the Client:

- (a) For the purpose of Services under Schedule 1, Deliverables shall only be interpreted to refer to the final, completed, and approved output of the Services provided by ADA to the Client, and shall expressly exclude any drafts, test versions, prototypes, mock-ups, pre-release materials, or any working files (including but not limited to editable design files, source files, layered files, or raw files).

Unless otherwise expressly agreed in writing by ADA and subject to additional fees agreed upon by the Parties, ADA shall have no obligation to provide or disclose any working files, or underlying assets used in the creation of the Deliverables (including any native source files used by the us to create the Deliverables, including but not limited to .psd, .ai, .fig, .indd, project files, raw video or audio footage). The Deliverables provided are final and intended for end-use only

- (b) Unless otherwise agreed between the Parties in writing, the Client shall submit the Client Materials required for the Services and in the formats requested to ADA at least 3 Business Days before the respective campaign start date in the approved ad format, and time shall be of the essence.

- (c) The Client's failure to meet applicable specifications and timelines hereunder may delay or prevent ADA's ability to meet the milestones or timelines agreed between the Parties at the time of entering into this Agreement.

- (d) The Client will notify ADA in writing (as soon as possible) of any delays in delivering Client Materials and provide ADA with a revised timetable for supplying such Client Materials. ADA will not be responsible for any delays, missed milestones or deadlines or additional expenses incurred due to the late delivery or non-delivery of content and materials by the Client where required by ADA.

- (e) ADA reserves the right to refuse or to deny, to deliver or serve any Client Materials that:

- (i) does not comply with this Agreement;  
or  
(ii) is not in the approved form,  
without any further liability or obligation to provide makegoods and the Client shall be liable for all resulting third party administrative or service fees or other resultant costs.

- (f) Client shall approve the final proof(s) of all Deliverables prior to the campaign start date or publication date (as the case may be). ADA is not responsible for reconfirming such confirmation and is not responsible or liable for errors in the Deliverables.

- (g) While reasonable care is taken to avoid errors, ADA accepts no responsibility for typographical errors, spelling mistakes or incorrect information on any Deliverables committed to production. It is the Client's responsibility to proof-read and approve all final artwork and written copy before production or publication. It is also the sole

responsibility of the Client to confirm the accuracy of all data, spelling, graphic placement, photo quality, color, and content contained in the Client Materials prior to approving the final proof for publishing. Email verification from the Client's representative shall be conclusive as to the approval of all artwork and written materials prior to its release for ad serving, targeting, implementation, installation or any other form of publication. ADA shall not guarantee the Client Material published by the Publishers will meet the requirements or guidelines imposed by the Client.

- (h) The Parties acknowledge and agree that ADA is not responsible for or liable for any errors defect and/or inaccuracy in any and all approved Deliverables and such approvals are final, and not reversible.

- (i) ADA may use or purchase stock images, footages, utilize AI tools or third-party licenses in the creation of Deliverables if required by the Client. The aforementioned costs will be incurred only upon ADA obtaining the prior written approval of the Client and the Client shall be charged accordingly. The Client acknowledges and agrees that the stock images, footages, AI output or third-party licenses are subjected to such terms of service, policies, restrictions and conditions on the use of such stock images, footages or third-party licenses. Client shall, at all times comply with all such terms of service, policies, restrictions and conditions on the use and other requirements and guidelines provided by ADA.

- (j) In cases where any Artificial Intelligence (AI) content is incorporated to any of our Services and/or Deliverables:

- (i) The Client acknowledges and agrees that the Client Materials may be processed by third-party AI providers (including for the purposes of creating, training, or improving generative AI models or other large language models).

The Client hereby (i) consents to such processing, (ii) represents and warrants that it has obtained all necessary rights, permissions, and consents (including, where applicable, with respect to any Personal Data contained in the Client Materials) to permit such processing, including the right to reproduce, distribute, modify, display, and perform such Client Materials, and (iii) irrevocably waives any and all claims, demands, or liabilities arising out of or in connection with the processing of the Client Materials by such third-party providers.

- (ii) Any similarities in Deliverables produced by AI are coincidental and the Client must take their own due diligence to proof and approve all final artworks and written materials prior to its release for publication;

- (iii) ADA may be required to label such Deliverables containing "AI-Generated Content"

- (k) Portions of Deliverables incorporating AI content may be deemed to fall within the public domain



and/or subject to third-party licensor's rights under applicable laws and platform policies. Accordingly, ADA does not, and cannot, warrant, secure, assign, or transfer any intellectual property rights in respect of any Services or Deliverables (or portions thereof) that include generative AI-produced content. To the extent permissible by law, and subject to applicable terms from our third-party AI provider, you are granted a limited, non-exclusive, worldwide, royalty-free license to use such portions to that extent; and

- (l) Due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g ADA's printer, the Client's printer, the image setter, the monitor etc will differ from the other), the types of inks or make-up of colours the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc) used, individual preferences (ambient light, personal computer settings etc) and several other reasons. As a result of this, ADA is unable to guarantee 100% consistency and accuracy of colour on all Deliverables and may not always be able to achieve the exact result expected by the Client. While all care is taken to provide the most accurate representation possible of how the colours will appear in any printed item, there will be no reprints at the expense of ADA.
- (m) The Client agrees that Deliverables may be marked as an "advertisement" or otherwise similarly labelled for identification purposes where required by any Applicable Laws or by the Publisher.
- (n) Unless otherwise agreed, ADA may conduct reviews/revisions of the creative deliverables up to a maximum of three (3) rounds of review. If there are additional stages of approval or review of the creative deliverables after the three (3) rounds of reviews/revisions have been exhausted, Client shall pay ADA any additional cost, on top of the fees set out in the Sales Order.
- (o) Where the Services require ADA to design the Client's (and/or the advertiser's) website, revamping Client (and/or the advertiser's) existing website or such other services to manage and operate the Client's (and/or the advertiser's) website, the Client shall provide ADA with full access to the Client (and/or the advertiser's) website, including the prototype website and the final website and all the necessary information, resources or source codes that are necessary for ADA to perform the Services.

#### **SOCIAL MEDIA MANAGEMENT**

- (p) The Client hereby authorizes and gives full permission to ADA (or where the Client is an agency, the Client shall ensure and procure that the advertiser authorizes and gives full permission to ADA) to do the following on Client's (and/or the advertiser's) social media page, where required:
  - a. Provide ADA access and login details to the social media sites and for the Client's (and/or the advertiser's) social media pages;
  - b. Provide ADA with the Client's (and/or

the advertiser's) brand manual or any existing guidelines;

- c. Moderate comments, delete spam, and engage with fans/customers;
- d. Upload pictures, videos and other audiovisual elements;
- e. Post regular updates;
- f. Measure and report analytics for the Facebook page;
- g. Where required, design and launch targeted advertisements for increased engagement and larger fanbase; and
- h. Everything else that is synonymous with developing, designing and maintaining the Client's (and/or the advertiser's) social media pages

## SCHEDULE 2

### **SPECIFIC TERMS FOR MANAGED SERVICES, AD INVENTORY, MEDIA BUYS OR XACT DATA**

- (a) Client shall at its own expense supply ADA with all necessary Client Material and all necessary data or other information relating to and required for the Service within sufficient time to enable ADA to provide the Services.
- (b) ADA and Client shall work together in good faith on a monthly basis to manage and determine the budgets allocated to the campaigns, provided that ADA shall exercise its judgement over the optimisation strategies for such campaigns.
- (c) Parties shall agree in writing through media plan(s) and/or cost estimate(s) on the budget allocated to a campaign and its KPIs before the commencement of such campaign.
- (d) The Client consents to (and where applicable, shall obtain the advertiser's consent for) ADA contracting with third parties or vendor (e.g. media owners or technology service providers) on its behalf so that the Client Materials and Deliverables may be utilized for targeting or other purposes related to the Services. ADA may share Client Materials and the Deliverables with ad exchanges and vendors to perform the Services.
- (e) ADA reserves the right to:
  - (i) reject any Client Materials for any reason whatsoever without assigning any reason and without any liability; and
  - (ii) at anytime, share Client Materials with any one of its Affiliates in order to provide an integrated service to the Client and/or
  - (iii) with any Government authority in connection with any investigation proceedings.
- (f) The Client acknowledges that the positioning of advertisement on the respective websites, media, digital platform or application shall be determined by ADA or at the respective Publisher's sole discretion.
- (g) ADA reserves the right to refuse publication or delivery of advertisement served from a third-party ad server in the event that the Publisher's inventory management platform does not support such delivery or for any other reason and neither Party shall be liable to the other for damages, makegoods or other remedies whatsoever.
- (h) Client understands that ADA shall not monitor all Publisher sites for appropriate content and makes no representation in respect of other content or content associated with or contents published on such Publisher sites. If ADA reasonably determines that the placement of any advertisements by Publishers harms the goodwill or reputation of Client, ADA shall remove, or notify the relevant Publisher to remove the advertisement within 3 Business Days following ADA's written notice thereof to the relevant Publisher.

- (i) Client understands and acknowledges that a majority Publishers and third party ad-servers and related technology providers, including, without limitation, Google, Yahoo and DoubleClick as well as online or other media research providers or Publishers and social media platforms (including Facebook) (collectively "Vendors"), through such Vendor's terms of service and other policies, restrict users from engaging in certain activities and/or displaying certain content on or through the use of the ADA's services and/or require certain specific privacy disclosures (the "Vendor Requirements"). Client shall (or where Client is an agency, ensure and procure that the advertiser shall) comply with all policies and other requirements and guidelines provided by ADA (including any relevant third party's specific content policies, e.g. Publisher's website(s), media, digital platform or application).

### **XACT DATA**

- (j) Client acknowledges and agrees that it obtains no right of ownership in the Xact Data by virtue of this Agreement and that the Xact Data may comprise of:
  - (i) works of original authorship of ADA, including compiled information containing ADA's selection, arrangement and coordination and expression of information or pre-existing material it has created, gathered or assembled; and
  - (ii) information that has been created, developed and maintained by ADA at substantial expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm ADA.
- (k) Client shall not commit or permit any act or omission that would impair ADA's rights in Xact Data.
- (l) Client hereby agrees and provide its consent (and where Client is an agency, Client shall ensure and procure that the advertiser agrees and provides its consent) for ADA to utilize any insights derived from Client's (and/or the advertiser's) use of the Xact Data to enhance ADA's existing products and services.
- (m) ADA will retain all of its rights, title and interest in the Xact Data, including all Intellectual Property Rights therein. Except as expressly set forth herein, no other licenses or rights are granted or to be implied. Any other use, including the reproduction, modification, distribution, transmission, or republication of the Xact Data is strictly prohibited, except as expressly permitted in writing by ADA or in this Agreement.
- (n) The following additional restrictions shall apply to Xact Data:
  - (i) the Client (and where applicable, the Client shall ensure and procure that the advertiser) shall not resell the Xact Data (or any part thereof);
  - (ii) the Client (and where applicable, the Client shall ensure and procure that the advertiser) shall not build or rebuild



- any audiences based on audiences or Xact Data that are made available to the Client (and where applicable, the advertiser);
- (iii) the Client (and where applicable, the Client shall ensure and procure that the advertiser) shall not associate the Xact Data with any personal information, such as a first or last name, street address, email address, phone number, or other identifier of a natural person; and
  - (iv) the Client (and where applicable, the Client shall ensure and procure that the advertiser) shall not utilize the Xact Data in violation of any Applicable Laws.





### SCHEDULE 3

#### **SPECIFIC TERMS FOR INFLUENCER OR KEY OPINION LEADERS**

- (a) Where influencers or key opinion leaders are engaged for any Services ("**Influencers**"), such Influencers are responsible for the creation of their own content in relation to the Client's campaign. ADA's Services will be confined solely to quality control of the content, the publication of the content and ensuring the contents comply with the Client's brief.
- (b) Under no circumstances shall ADA be liable to perform any creation of content for any influencers or to manage the influencers in any other manner.
- (c) Influencers are expected to adhere to any content restriction guidelines which are imposed by laws, the relevant third party digital platforms, the Client and ADA. ADA shall not be responsible for the violation of any content restriction guidelines by the Influencers.
- (d) Unless otherwise agreed in writing, the Influencer shall own the Intellectual Property Rights in the Influencer's deliverables under this Agreement.
- (e) The Client acknowledges and agrees that ADA may engage Influencers via third party agencies and the terms of service of the Influencers may be subject to the agreement or conditions of engagement imposed by such third party agencies. Client shall (and where Client is an agency, the Client shall ensure and procure that the advertiser), at all times agree and comply with all such agreement or conditions of engagement and other requirements and guidelines in relation to the Influencers provided by ADA.



#### SCHEDULE 4

##### SPECIFIC TERMS FOR SEARCH ENGINE OPTIMIZATION SERVICES AND SEARCH ENGINE MARKETING SERVICES

- (a) ADA is authorized by Client to use specific key words and/or phrases at ADA's discretion for developing and improving Client website ranking on search engines.
- (b) Client acknowledges and agree that:
  - (i) certain software used by internet users may not be capable of supporting certain features or functionality which may be included in a website;
  - (ii) ADA shall have no liability whatsoever for any claim relating to any internet user's inability to access the website properly or completely or for any claim relating to any errors or omission in the Services;
  - (iii) ADA's search engine marketing Service does not include paid search engine, publishers and directory submission fees. Such fees must be paid directly to these search directories for review and inclusion;
  - (iv) Search engine companies change their ranking algorithms periodically and ADA cannot guarantee the display or ranking of Client's website on any particular search engine;
  - (v) ADA makes no specific guarantee or warranty regarding the search engine and Publishers to which it submits advertising on the Client's behalf, including placement of paid search advertising or any specific results;
  - (vi) ADA does not warrant the number of calls, clicks, impressions or website visits or that paid search advertising will appear in response to any particular query;
  - (vii) ADA has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory;
  - (viii) due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, ADA does not guarantee positions or consistent top 10 positions for any particular keyword, phrase, or search term. A website search ranking may fluctuate any day, any time due to ongoing changes in ranking algorithm and/or third party's efforts. Occasionally, search engines will drop listings for no apparent or predictable reason.



## SCHEDULE 5

### SPECIFIC TERMS FOR SOCIAL LISTENING

- (a) Client acknowledges that where any social listening platform is used, the Client shall strictly comply with the limitations (hereinafter “**Content Limitations**”) imposed by such social listening platforms on the use of content which social listening services retrieves from third-party social-media websites (such as Twitter, Facebook, etc.) or any online-media (such as blogs, message boards, news, review sites, etc.) and as set out from time-to-time in such platforms' terms and conditions as well as the limitations applicable by virtue of law or its interpretation.
- (b) These Content Limitations may be updated from time-to-time, with or without notification.
- (c) Where a third-party social listening platform is used, Client acknowledges that the Content Limitations on the use of content which social listening services retrieves from third-party social-media websites (such as Twitter, Facebook, etc.) or any online-media (such as blogs, message boards, news, review sites, etc.) (both defined as “**Third Party Platforms**”) in connection with the Services, and as set out from time-to-time in such Third Party Platforms' terms and conditions (including, but not limited to, third parties' intellectual property rights), as well as the limitations applicable by virtue of law or its interpretation.
- (d) Data, statistics, reports and information generated or received from third-party service providers (including Statista, GWI, SimilarWeb, Modash, Meltwater, Onclusive, Talkwater and etc) contain generalized information, which does not constitute a reliable basis for decision-making in individual cases, and may also be inaccurate or open to interpretation if used without further explanation. Therefore, ADA is not liable for damages caused by the use of data, statistics, reports and information generated or received from third-party service providers. Such data, statistics, reports and information generated or received from third-party service providers are provided "as is", and "as available" and that ADA and each third-party service providers make no warranty of any kind, expressed or implied, as to the data, statistics, reports and information generated or received, including but not limited to, merchantability, non-infringement, title, or fitness for a particular purpose or use.



## **SCHEDULE 6**

access to the ADA Platform shall not be deemed a waiver of ADA's rights under these Terms.

### **SPECIFIC TERMS FOR ADA PLATFORM**

- (a) Where applicable, ADA shall grant the Client a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the term of this Agreement, to remotely access and use the ADA Platform for the purposes set out in this Agreement. The Client shall access and use the ADA Platform strictly in accordance with any and all guidelines provided by ADA.
- (b) Client shall allow only users which are approved and authorized by ADA ("**Authorized User**") to access the ADA Platform. The Client acknowledges that access to the ADA Platform is through a unique username and password that is exclusive to each Authorized User. In no event may a username or password be used by anyone other than an Authorized User. The Client shall safeguard its usernames and passwords and shall be solely responsible for all acts and omissions of Authorized Users. Client shall notify ADA immediately if it becomes aware of any unauthorized use of any username, password, the Platform or any other known or suspected security breach.
- (c) The Client represents that all Authorized Users of the ADA Platform are the Client's duly authorised Personnel (and/or the advertiser's Personnel), and that the Client shall be solely liable for all transactions conducted/usage of the ADA Platform by such Personnel (and/or the advertiser's Personnel), even if entered into by or arising from mistake, error or inadvertent or unintentional acts or omissions.
- (d) The Client acknowledges and agrees that from time to time the ADA Platform may be subject to limitations, delays, be inaccessible, unavailable or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which ADA may undertake from time to time; or (c) causes beyond the control of ADA or which are not reasonably foreseeable by ADA, including, without limitation, interruption or failure of telecommunication transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of the network properties, internet congestion or other failures.
- (e) For the purposes of maintaining and improving the ADA 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.
- (f) Access to Services and the ADA Platform for trial or testing may only be used for evaluation purposes only and are subject to the terms of the Agreement, unless otherwise notified by ADA in writing.
- (g) If the event of early termination of the Agreement by ADA or where the Client breaches any of the terms of this Agreement, ADA may revoke the Client's license to use or access the ADA Platform at ADA's sole discretion, in addition to any other remedies that may be available to ADA. Failure or delay by ADA to revoke Client's use or