

ADA E-COMMERCE SERVICES GENERAL TERMS AND CONDITIONS

The Services provided by ADA shall be provided in accordance with these ADA E-commerce Services General Terms and Conditions (“**E-commerce GTC**”) and the applicable ADA E-Commerce Services Order Form together with its Schedule(s) (“**Order Form**”).

Each Order Form together with this E-commerce GTC, forms an agreement between the 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.

“**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.

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

“**Client**” means an individual or entity, who has signed the Order Form that has been submitted to ADA.

“**Agreement**” means the entire content of this document, the Order Form, the Schedule(s) attached to the Order Form, together with any other Supplements, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

“**Client Content**” means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Project.

“**ADA Tools**” means all tools developed and/or used by ADA in performing the Services, including, without limitation, pre-existing and newly developed software including, know how, research, data, base workings, methodology source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions (whether or not patentable), and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

“**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.

“**Deliverables**” means the services and work product, as mutually agreed upon by Client and ADA, to be delivered by ADA to Client as specified in the Order Form.

“**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.

“**Marketplace**” means an e-commerce site offering an online directory or catalogue which connects sellers of products and services with buyers.

“**Marketplace Platforms**” means the third-party Marketplace platforms specified in the Order Form.

“**Marketplace Policies**” means the applicable Marketplace policies as determined by the respective Marketplace Platforms.

“**Project**” means the Services and Deliverables.

“**Services**” (or “**ADA’s Services**”) means all services to be provided to Client by ADA as described in the Order Form.

“**Term**” means the Term as specified in the Order Form.

“**Third Party Materials**” means proprietary third party materials which are incorporated in the course of delivering the Project, including, but not limited to, stock photography or stock illustrations and all such costs shall be borne by the Client.

“**Working Day**” means Mondays through Fridays except for any Saturdays, any Sundays or and any public holidays in the territory where ADA corporate domiciles in, or such territory as specified in the Order Form.

2.0 SERVICES

2.1 ADA shall provide Services and the Deliverables as described in the Order Form in accordance with the terms of this Agreement.

3.0 REPRESENTATIONS AND WARRANTIES

3.1 *Mutual Representations and Warranties.* Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing in the jurisdiction it is formed; (b) its execution and delivery of this Agreement has been duly and validly authorized and this Agreement constitutes a valid, binding, and enforceable obligation upon its execution; and (c) it shall comply with all Applicable Laws in performing this Agreement.

3.2 *By Client.* Client represents, warrants and covenants to ADA that

3.2.1 Client owns all rights, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content; and,

3.2.2 To the best of Client’s knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any trademarks in connection with the Project does not and will not violate the rights of any third parties.

3.2.3 All products and/or services provided to ADA by the Client or offered for sale by the Client under the Order Form (“**Client Products**”) are authentic and are not counterfeit. The term “counterfeit” encompasses a product that was made in imitation of an existing brand with the intention to deceive, defraud or to infringe the rights of such existing brand. A counterfeit product may include, but is not limited to:

- (a) A product that violates any local country laws in which they are sold;
- (b) A product that is a fake or a replica of an existing official product;
- (c) A product that has never been produced by a specific brand;

- (d) A product that is significantly under-priced;
- (e) A product containing a registered trademark on the product, the packaging or anywhere related to the product without the authorization of the trademark owner;
- (f) A product that contains specific design elements (e.g. cartoon characters or colourways) protected by a trademark, without the authorization of the trademark owner;
- (g) A product that bears such similarities with other products (e.g. a replica of a branded item with or without altered logos) without the authorization of the trademark owner;
- (h) A product that has no visible trademark on the product image on the listing, but the delivered product includes a trademark; and
- (i) Usage of a photo on the listing that contains the trademark of a brand.

3.2.4 Original equipment manufacturer (“**OEM**”) brands may be permitted as long as no official brand logo is displayed on any OEM product image and no official brand name is stated in any part of the product information. Notwithstanding the above, any listing of OEM shall be subject to restrictions as may be imposed by the relevant Marketplace Platforms.

3.2.5 If requested by ADA, the Client shall promptly provide documentation to ADA that proves (to ADA’s reasonable satisfaction) the authenticity of the Client Products including, but not limited to, manufacturer sales invoices, authorized distribution agreements and/or certificates of authenticity.

3.2.6 In the event that ADA determines, at its sole discretion, that Client has violated Clause 3.2, ADA may take all appropriate measures (without prejudice to its other rights under this Agreement or under Applicable Laws), including but not limited to removing the counterfeit listing, prohibiting the publication of the same or similar goods and/or restricting, suspending or terminating the account(s) and/or access to Marketplace Platforms.

3.3 *By ADA.*

3.3.1 ADA hereby represents, warrants and covenants to Client that ADA will provide ADA’s Services and produce the Deliverables as identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such Services.

3.3.2 ADA further represents, warrants and covenants to Client that any works produced as part of the delivery of the Project shall be the original work of ADA and does not infringe the rights of any party.

4.0 **TIMING AND ACCEPTANCE**

4.1 *Timing.* ADA shall prioritize delivery of the Project as may be necessary or as agreed upon by the Parties and will undertake commercially reasonable efforts to deliver the Project. Client agrees to review any Deliverables requiring its approval within the time identified by ADA for such reviews.

4.2 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 Client Content where required by ADA and such act or omission that resulted in the delay of reviewing the Deliverables.

4.3 While reasonable care is taken to avoid errors, ADA accepts no responsibility for typographical errors, spelling mistakes or incorrect information on any Project committed to production or publication. It is the Client’s responsibility to proof-read and approve all final artwork, content and written copy before production or publication. 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, posting, targeting, implementation, installation or any other form of publication.

4.4 Client acknowledges that s/he shall be responsible for performing the following in a reasonable and timely manner:

- 4.4.1 Coordination of any decision-making with parties other than ADA;
- 4.4.2 Provision of Client Content in a form suitable for reproduction or incorporation into the Project without further preparation;
- 4.4.3 Final proofreading pursuant to Clause 4;
- 4.4.4 Ensuring that the listing price for any Client Products offered through ADA's Services is at least as favourable as the price offered by Client on other online or offline channels for the same product in like or lesser quantities;
- 4.4.5 Provide to ADA with such information and/or assistance as is required by ADA for the performance of ADA's Services or other obligations under this Agreement.

5.0 FEES AND PAYMENT

- 5.1 In consideration of the Project to be delivered by ADA, Client shall pay to ADA the Fees in the amounts and according to the Order Form. All fees paid hereunder shall be paid free and clear of and without deduction for or on account of any applicable taxes. In the event that any taxes are payable, the sum payable shall be increased to the extent necessary to ensure that ADA receives a sum net of any such taxes which it would have received had such taxes not been payable.
- 5.2 In the process of creating and in order to deliver the Project, ADA may need to incur expenses including, but not limited to, font licenses, software licenses, stock photography, or other Third Party Materials. ADA will make every effort to gain written approval for expenses from Client before incurring them. Unless explicitly specified in the Order Form, such expenses are not included as part of this Agreement and ADA may request reimbursement by Client.
- 5.3 In the event of a bona fide invoice dispute, Client shall raise the matter as soon as practically possible with ADA. The Client shall however remain liable under the terms of this Agreement for any undisputed amounts within the disputed invoice.
- 5.4 Unless expressly prescribed in the Order Form, 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. Late payments will incur a six percent (6%) per annum late fee or the highest rate permitted by law, whichever is lesser.

6.0 INTELLECTUAL PROPERTY PROVISIONS

- 6.1 *Client Content.* Client Content, including all pre-existing Intellectual Property Rights material, shall remain the sole property of Client, and Client shall be the sole owner of all rights in connection therewith. Client hereby grants to ADA a non-exclusive, non-transferable license to use, reproduce, and modify the Client Content solely in connection with ADA's performance of the ADA's Services and the production of the Deliverables.
- 6.2 *Third Party Materials.* All Third Party Materials are the exclusive property of their respective owners. ADA shall inform Client of all Third Party Materials that may be required to perform or need to be integrated as part of the delivery of the Project. Under such circumstances, ADA shall inform Client of any need to procure additional licenses.
- 6.3 All legal and beneficial ownership of any and all Intellectual Property Rights in and to ADA's background materials and ADA Tools remains vested in ADA, including but not limited to all databases, systems, know-how, programming, coding, proprietary information or syndicated data, methodologies, designs and other creative work and material created, developed, acquired or licensed by ADA independently of ADA's obligations to perform the Services under this Agreement.
- 6.4 Subject to Clause 6.2 and Clause 6.3, all final and selected creative productions comprising copy, layout, scripts, music, commercial programs, artwork, photographs, films, designs, deliverables and other materials or documents created or commissioned by ADA for the Client in the course of providing the Services during the term of this Agreement shall be the exclusive property of the Client and shall be assigned and transferred in full to the Client and become the property of the Client upon payment for the same being received in full by ADA.

7.0 RECOGNITION

- 7.1 ADA retains the right to reproduce, publish and display any work produced in the course of delivering the Project in ADA's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the sole purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of such work in connection with such uses. Either Party, subject to the other's written approval, may include a link to the other Party's website.
- 7.2 The Client grants ADA a non-exclusive, non-transferable, non-sublicensable right and license to reproduce, publish and display any work produced in the course of delivering the Project in ADA's portfolios including the use of Client's content in a manner consistent with the Client's brand guidelines solely in conjunction with the marketing and promotion of ADA's Services.
- 7.3 The Client grants ADA a limited, revocable, non-exclusive, fully-paid, royalty-free, worldwide right and license to display Client's logo in promotional material and to identify the Client as a customer of ADA for ADA's own marketing and promotion purpose.

8.0 CONFIDENTIAL INFORMATION

- 8.1 Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other Party, including but not limited to information relating data on stocks, customers, operational practices and activities, performance standards, commercial information and databases ("**Confidential Information**").
- 8.2 Each Party, its agents and employees shall hold and maintain in strictest confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations pursuant to this Agreement, except as may be required by a court or governmental or regulatory Authority; or (ii) to professional advisers for purposes of a legally required audit or where a case for a legal claim between Parties arises.
- 8.3 Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving Party or is otherwise properly received from a third party without an obligation of confidentiality.
- 8.4 Each Party undertakes to maintain the confidentiality of the Confidential Information for a period of two (2) years after the termination of this Agreement.

9.0 TERM AND TERMINATION

- 9.1 This Agreement shall be effective during the Term unless terminated in accordance with this Agreement.
- 9.2 This Agreement may be renewed or automatically renewed for an Extended Term pursuant to the Order Form. In the event of a renewal, the terms and conditions herein shall continue to apply to the Extended Term.
- 9.3 This Agreement may be terminated upon notice if any Party
- 9.3.1 Becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of its creditors; or,
 - 9.3.2 Breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 30 days from receipt of written notice of such breach.
- 9.4 This Agreement may be terminated by ADA in its entirety at any time without cause by providing the Client with 14 days' prior notice.
- 9.5 Without affecting any other right or remedy available to it, ADA may suspend provision of the Services immediately in the event (i) any of ADA invoices are not paid within the agreed time period; or (ii) of any circumstances which in ADA sole opinion, materially adversely affects ADA's ability to provide the Services. ADA may terminate this Agreement (or any Order Form) if the period of suspension exceeds 30 days.

- 9.6 If the Client repudiates or terminates this Agreement prior to the expiry of its Term other than as set out in the Order Form or ADA terminates pursuant to Clause 9.3, the Client shall, within 30 days of such termination, pay to ADA the agreed damages being a sum equivalent to all costs and expenses incurred by ADA or its Affiliates in order to discontinue the Services prior to the expiry of this Agreement, including but not limited to breakage fees, early termination fees, or other start-up or wind-down fees and expenses already incurred which ADA had anticipated would be paid by Client over the term of this Agreement.
- 9.7 Upon expiration or termination of this Agreement:
- 9.7.1 Client shall, within 30 days of such expiration or termination, pay all amounts outstanding pursuant to this Agreement to ADA, including but limited to any remaining inventory value and any charges, costs or expenses arising out of this Agreement;
- 9.7.2 Each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party; and
- 9.7.3 Other than as provided herein, all rights and obligations of each Party under this Agreement, exclusive of the Services and delivery of the Deliverables, shall survive.

10.0 FORCE MAJEURE EVENT

- 10.1 Neither Client nor ADA shall be liable to the other (save for the obligations to make any payment contemplated under this Agreement) for any failure, inability, or delay in performing hereunder if caused by any cause beyond the reasonable control of the Party so failing, including, without limitation, an Act of God, decree of any government, sabotage, riot, war, rebellion, fire, flooding, explosion, pandemics, epidemic, national strike or labor dispute ("**Force Majeure Event**"); but due diligence shall be used in curing such cause and in resuming performance.
- 10.2 Within two (2) Working Days of the occurrence of a Force Majeure Event, the affected Party shall provide the other Party with full written details of the said Force Majeure Event and its impact on the provision of the Service.
- 10.3 In the event that a Force Majeure Event impairs a Party's ability to perform all or any part of its obligation under this Agreement by itself or through a third party (the "**Impaired Party**"), such obligations so affected (the "**Impaired Obligations**") shall be extended until such time as the Impaired Party is again able to perform the Impaired Obligations. As soon as the Impaired Party is able to perform any part of the Impaired Obligations to the level required under this Agreement, the Impaired Party shall resume the Impaired Obligations and the other Party shall accept such resumption of the Impaired Obligations to fulfill the Parties' contractual obligations in accordance with this Agreement.
- 10.4 The occurrence of Force Majeure Event is not in its own right sufficient grounds for the termination of this Agreement. The Impaired Party must be given a reasonable amount of time (up to a maximum of 30 days) to recover from the disruption resulting from the occurrence of a Force Majeure Event. After 30 days and subject to Clause 10.3 above, if disruption continues either Party may terminate on written notice to the other and neither Party shall have any claims against the other arising from the Force Majeure event.
- 10.5 In the event of the occurrence of a Force Majeure Event, the Impaired Party shall make reasonable attempts to mitigate the effects of the disruption and any additional expenditure made thereto shall be borne by the Impaired Party.

11.0 NON-SOLICITATION AND ANTI BRIBERY

- 11.1 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.

11.2 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, 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.

12.0 DATA SECURITY AND PROTECTION

12.1 The Client undertakes to ensure that appropriate technical and organisational measures are adopted by it against unauthorised or unlawful processing of personal data or personal information and against accidental loss or destruction of, or damage to the personal data or personal information.

12.2 During the ordinary course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that each Party may need to Process (as defined under the Data Protection Law) Personal Data (as defined under the Data Protection Law) belonging to or supplied by the other Party or from authorized third parties or any other persons from time to time by electronic or paper-based means.

12.3 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to the Processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement, including Processing of such Personal Data within and, where necessary, outside jurisdiction, and the transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside jurisdiction, provided that these third parties undertake to keep such Personal Data confidential, or to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to be disclosed to.

12.4 Failure to supply any of the Personal Data requested may result in a Party being unable to provide his products/services or its obligations or continue with any transaction or dealing with the other Party.

12.5 To the extent that a Party has disclosed (or will disclose) its employees', agent's or other third parties' Personal Data to the other Party, the disclosing Party warrants and represents that it has obtained (or will obtain) the relevant individual's consent to disclose such Personal Data to the other Party in accordance with this Clause and for the purpose of the performance of this Agreement, and for all other purposes that are necessary, incidental or related to the performance of this Agreement.

12.6 The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of this Agreement. The Parties shall promptly update each Party in the event of any change to such Personal Data.

12.7 Either Party shall notify the other Party of any suspicion and/or actual breach of this Clause within 48 hours of such breach.

13.0 INDEMNIFICATION

13.1 Client agrees to indemnify, save and hold harmless ADA, its parents, subsidiaries and affiliated companies, and its and their respective employees, officers, directors, shareholders and agents (each a "**ADA Indemnitee**") from and against any and all loss incurred by an ADA Indemnitee based upon or arising out of any third-party claims, allegations, demands, fines, penalties, suits, or proceedings (each, a "**Claim**") made or brought against any ADA Indemnitee with respect to any advertising, branding, research or other products, services or Deliverables which ADA prepared or performed for Client hereunder to the extent that such Claim relates, in whole or substantial part, to:

- 13.1.1 the inaccuracy of any information supplied by Client or its agents to ADA including, without limitation, information concerning Client's products and services, the products or services of Client's competitors or Client's product or service category including the sale and promotion of counterfeit and illegal goods;
- 13.1.2 the use of any marketing, branding, research, advertising, packaging, trademark, software, hardware or other materials, or components thereof, furnished by Client or its agents to ADA to be included in the Project;
- 13.1.3 the use of any materials or data provided or created by ADA and changed by Client or its agents or used in a manner different from that agreed by the Parties;
- 13.1.4 risks or restrictions known by Client where Client nonetheless elected to proceed;
- 13.1.5 death, personal injury, or product liability (including health and safety) claims or actions arising from the use of Client's products and services;
- 13.1.6 the unauthorized or improper use of the Deliverables by Client, Client's designees, licensees, distributors, franchisees or Affiliates (claims brought by those parties with whom Client has a contractual or supplier relationship);
- 13.1.7 allegations of patent, trademark or trade dress infringement or any other violation of a patent, trademark or trade dress right;
- 13.1.8 the negligence, gross negligence, bad faith, or intentional or willful misconduct of Client or its employees, agents or Affiliate; and
- 13.1.9 Client's breach of its warranties and representations under Clause 3 or breach of its obligations in Clause 8 (Confidential Information), Clause 11 (Non-Solicitation and Anti Bribery) and/or Clause 12 (Data Security and Protection).

14.0 LIMITATION OF LIABILITY AND DISCLAIMERS

- 14.1 Excluding indemnification obligations set out in Clause 13 or damages arising from breach of a Party's confidentiality obligations under Clause 8, neither Party shall be liable to the other regardless of the form of action, whether in contract, tort or otherwise, for any lost profits (excluding direct damages for ADA's anticipated fees), business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to this Agreement, even if such Party has been advised of the possibility of such damages or liability. Notwithstanding anything to the contrary elsewhere contained herein (including Order Form to this Agreement), in no event shall ADA's aggregate liability for any other damages arising out of this Agreement exceed the Fees payable and/or paid by Client to ADA in accordance with the applicable Order Form.
- 14.2 ADA provides the Services and Deliverables without any kind of warranty for a specific sales target, acquisition, revenue or a particular number of impressions in any given period. ADA provides no guarantee that the Services and Deliverables will provide any specific results. In particular, and without limiting the foregoing, no guarantees, warranties or representations are given as to sales, acquisition, impressions or revenue that may be achieved or that the Client will receive any new or increased numbers, acquisitions, impressions, customers or sales as a result of Services or the Deliverables.
- 14.3 Client acknowledges that the Services operates in an online environment and, accordingly, the services availability and performance relies on third-party infrastructure and third-party services, (e.g. hosting services, ISP network, Marketplace Platforms, services supplied by third parties). To the extent that there is a non-compliance of the terms of this Agreement by ADA and that such non-compliance is caused by the fault or default by a third-party infrastructure and third-party services provider, then such non-compliance shall not be treated as a breach of this Agreement and ADA shall not be liable to the Client for any loss suffered by Client.

15.0 OTHER TERMS

- 15.1 **Independent Contractor**. ADA is an independent contractor, not an employee of Client or any company affiliated with Client. ADA shall deliver the Project under the general direction of Client, but ADA shall

determine the manner and means by which the Project is accomplished. This Agreement does not create a partnership, agency or joint venture, and neither Party is authorized to act as agent or bind the other Party, except as expressly stated in this Agreement. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement.

15.2 **Exclusivity.** During the Term of the Order Form, ADA has been appointed as the Client’s exclusive service provider for the Services as set out in the Order Form. Notwithstanding of the foregoing, nothing prevents ADA from providing services of the same or similar nature to other third parties.

15.3 **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 Affiliates with prior notice to the Client.

15.4 **Subcontract.** The Client acknowledges and agrees that all or a part of the Services may be performed by ADA’s Affiliate or a third party service provider contracted by ADA. 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.

15.5 **Governing Law and Resolution of Disputes.**

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

ANNEXURE 1

CORPORATE DOMICILE	GOVERNING LAWS
Kuala Lumpur, Malaysia	Malaysia
Singapore	Singapore
Jakarta, Indonesia	Indonesia
Bangkok, Thailand	Thailand
Manila, Philippines	Philippines
Phnom Penh, Cambodia	Cambodia
Colombo, Sri Lanka	Sri Lanka
Seoul, South Korea	South Korea
Ho Chi Minh, Vietnam	Vietnam
Bangladesh	Bangladesh

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

15.6 **Notices.**

15.6.1 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 Order Form (or as otherwise notified from time to time) with a copy to the Legal Department.

15.6.2 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 email, twelve (12) hours after the confirmation of dispatch; and
- (c) if sent by post, at the expiration of seven (7) Working Days after the envelope containing the same was delivered into the custody of the postal authorities, provided that where, in the case of delivery by hand or email, such delivery or transmission occurs after 6 pm on a Working Day or on a day which is not a Working Day, service shall be deemed to occur at 9 am on the following Working Day.

15.7 **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.

15.8 **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 Parties agree that the interpretation of the remaining terms, conditions, and provisions of this Agreement will preserve, as far as possible, the original intention of the Parties with respect to the severed term, condition, or provision.

15.9 **Counterparts.** This Agreement may be executed in one or more counterparts, 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, valid, and enforceable signatures. Delivery of an executed counterpart of a signature page together with the main body of the Agreement by electronic transmission, in a legible format such as a PDF, shall be as effective as delivered manually and as an original document.

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

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

15.12 **Amendments:** ADA may update the E-commerce 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 E-commerce GTC.

15.13 **Third Party Rights.** Unless expressly provided to the contrary in this Agreement, a person who is not a Party shall have no right to enforce any of the terms of this Agreement. Neither Party shall declare itself a trustee of the rights under this Agreement for the benefit of any third party.

[-END-]