

REACH MANAGED SERVICES GENERAL TERMS AND CONDITIONS

The Services provided by ADA shall be provided in accordance with these Reach Managed Services General Terms and Conditions (“**Reach GTC**”) and the applicable Reach Managed Service Order Form together with its appendices, schedules or annexures (“**Order Form**”).

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

Client and ADA are referred to herein individually as a “**Party**”, and collectively, as the “**Parties**”

Definitions

‘**ADA Services**’ mean the managed campaign services which are listed on the Order Form including but not limited to SMS Targeted, SMS LBA, SMS Bulk, Rich Media SMS, Voice Message, Digital Rewards, Event Based Campaign Management (EBCM), Digital Survey, Pleng Music App Ads, Smart Inventory, Display Ad, Programmatic.

‘**Advertisement**’ means any advertisement provided by or granted access by the Client.

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

‘**Content**’ means all data, information and material, including but not limited to text, pictures, photographs, software, video, music, sound and graphics contained in the Advertisements.

‘**Recipient**’ means a person who is a recipient of ADA Services through the Client.

1. Rights and Responsibilities of Parties

1.1 ADA reserves the right to:

1.1.1. reject any application or Advertisement or Content submitted by the Client for any reason and without any liability;

1.1.2. at anytime, share Client’s database/specific Client information with any one of its Affiliate in order to provide an integrated service to the Clients and/or with any Government authority in connection with any criminal investigation or for the purpose of any criminal proceedings.

1.2 ADA shall execute the managed campaign as set out in Schedule 1 (Managed Campaign Execution Process) hereto.

1.3 ADA shall at its sole discretion be responsible for the implementation and maintenance of the technical infrastructure related to the ADA Services to allow Recipients to receive the Advertisements or Content.

1.4 ADA is the owner or licensor of all intellectual property rights in ADA Services and all data, deliverables, reports or information arising from the performance of ADA Services. All rights not expressly granted in this Agreement are reserved by ADA.

1.6 Client grants ADA a limited, revocable, fully paid, royalty-free, worldwide right and license to display Client’s logo in promotional material to identify Client as a customer of ADA. Additionally, ADA may reference Client in a general press release which does not reveal any specific terms or conditions of this Agreement, depicting Client’s corporate logo, publicising the fact that an agreement has been executed. Any other public statement or press release referencing the name or trademark of a Party shall only be made upon the express prior written consent of such Party.

1.7 The Client represents and warrants that:

(a) it or its customers hold all intellectual property rights, or the licenses used in or relating to its Advertisement and Content submitted by the Client;

(b) it or its customers have the necessary rights, authorization or consent to disclose, provide and/or license the Advertisement and Content under the terms of this Agreement.

(c) all information in its Advertisement and Content are complete, correct and current; and

(d) its Advertisement and Content do not violate applicable laws, Privacy Laws, guidelines, policies, regulations, codes of conduct or third-party rights.

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

2. Payment Terms

2.1. ADA shall, from time to time issue its invoice for its service fee in relation to its fees (exclusive of service charges and applicable taxes) as detailed in the Order Form. Client expressly consents that ADA’s record, delivery, impression counts, and/or record of the price per impression will be conclusive in determining the payments made hereunder.

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

2.3. Late payment interest shall apply and is charged at 8% per annum (or such other limit that may be imposed by the applicable law, whichever is lower) on the overdue amount, calculated from the payment due date until full payment is received. Client shall reimburse and indemnify ADA for all reasonable administrative, legal and/or other collection costs incurred relating to default or enforcing payment.

2.4. The Client has five (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.

2.7 Fees and other costs charged by ADA, including charges for advertising inventory, third party services and other media, are exclusive of goods and services taxes and other taxes, which shall be borne by the Client. The Client shall bear all associated bank or administrative charges.

2.8 If the Client is required by applicable law or regulation to withhold or deduct any sums on account of withholding taxes or otherwise, the Client shall bear all taxes and ensure that ADA receives the invoiced amount in full, as if there were no withholding or deduction.

2.9 If there is a discrepancy of more than 10% between ADA’s metric and Client’s third-party ad server or a publisher’s ad server, ADA will use commercially reasonable efforts to reconcile the discrepancy.

3. Indemnification

Client hereby agrees to indemnify ADA and its Affiliate with regard to any and all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys’ fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings made by a third party for libel, defamation, violation of right of privacy or publicity, breach of contract, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law,

statute, ordinance, rule or regulation.

3A. Limitation of Liability

- 3A.1. Neither Party shall be liable to the other in contract, tort, equity, statute, or under any other cause, for any loss, damage, cost or expenses of any nature whatsoever, incurred or suffered by the claiming Party, if the loss, damage, cost or expense (i) is indirect, consequential, or constitutes other special damages; or (ii) constitutes loss of data, turnover, profit, business or goodwill, whether arising directly or indirectly from or in connection with a relevant breach, and even if arising as a direct and natural result of the relevant breach.
- 3A.2. Subject to Clause 3A.1 and notwithstanding anything to the contrary elsewhere contained herein, a Party's maximum liability to the other Party in any event shall not exceed the aggregate charges paid and payable to ADA under this Agreement.
- 3A.3. Client acknowledges that the ADA operates ADA Services in an online environment and, accordingly, ADA Services availability and performance relies on infrastructure and services, e.g. hosting services, telecommunication networks, services supplied by third parties. To the extent that there is a breach of this Agreement by ADA and that breach is caused solely by a default by a third-party infrastructure, telecommunication network, and 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 the third-party default.
- 3A.4. ADA provides no guarantee that ADA Services will provide any specific results. In particular, and without limiting the foregoing, no guarantees, warranties or representations as to sales or revenue that may be achieved or that will receive any new or increased numbers or customers or sales as a result of ADA Services.
- 3A.5. Except as set forth in this Agreement, ADA and its licensors make no warranties, representations or covenants of any kind to any person with respect to ADA Services, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose or noninfringement.

4. Confidentiality

- 4.1 Each Party hereto shall use its best efforts to keep in strict confidence, and shall bind all of its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning the other Party or in connection with the performance of the Agreement (hereinafter called "**Confidential Information**"). No Party shall utilise such Confidential Information or at any time disclose any Confidential Information to any third party for any purposes other than those contemplated herein.
- 4.2 The following information shall be excluded from the foregoing scope of Confidential Information:
- 4.2.1 information which at the time of disclosure is generally available to the public;
- 4.2.2 information which after disclosure becomes generally available to the public through no fault of the receiving Party;
- 4.2.3 information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other Party;
- 4.2.4 information which the receiving party can show was received by it after the time of disclosure from any third Party without any obligation of confidentiality and which was not acquired directly or indirectly from the

other Party; or

4.2.5 information which the Party concerned shall be compelled to divulge if required by applicable laws.

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

4.4 The confidentiality obligations set out in this Clause shall survive the termination of this Agreement.

5. Force Majeure

5.1 Neither Party shall be liable for any delays or failures attributable to its being affected by an Event of Force Majeure, but the Party so affected shall use best endeavours to resume performance as quickly as possible and shall promptly give the other Party full particulars of the failure or delay and consult with the other Party concerning the failure or delay from time to time as appropriate. If any such delay or failure due to an Event of Force Majeure continues for a period of thirty (30) days, the innocent Party shall be entitled to terminate this Agreement and/or any Services immediately on giving written notice to the affected Party..

5.2 The term "Event of **Force Majeure**" as employed herein shall mean acts of God, strikes, lockouts, industrial disturbances, war, blockades, insurrections, riots, epidemics, pandemic, government acts, civil disturbances, explosions, fire, floods, earthquakes, storms, lightning, electrical power failure and any other causes similar to the kind herein enumerated which are beyond the control of any Party and which by the exercise of due care and diligence neither Party is able to overcome.

6. Term and Termination

6.1. Notwithstanding the date of the Order Form, this Agreement will commence on the Start Date specified in the Order Form and shall continue until the End Date specified in the Order Form ("Term").

6.2 Either Party may terminate this Agreement at the occurrence of any of the following circumstances:

6.2.1. If the other commits a breach of any of the Terms and Conditions of this Agreement and such breach is not remedied within fourteen (14) Days from notification thereof to the Party in breach;

6.2.2. If the other Party becomes insolvent, goes into voluntary or compulsory liquidation or passes an effective resolution for winding up or makes an arrangement or composition with its creditors, or if any receiver be appointed on behalf of debenture holders or otherwise;

6.3. Without prejudice to any other rights herein stipulated either Party may terminate this Agreement at any time by giving thirty (30) Days written notice without giving any reason whatsoever.

6.4. In the event of termination of this Agreement, the Client shall immediately settle all dues owed to ADA.

6.5 The expiry or termination (for any reason) of this Agreement shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.

7. Other Terms

7.1. In the event of a dispute or difference in connection with the usage of the ADA Services, ADA and the Client shall use their best endeavours to resolve such dispute or difference amicably. Failing amicable resolution of such dispute or difference by the Parties, the dispute or difference shall then be finally resolved by reference to the courts of

Cambodia

7.2. These Agreement shall be governed by the laws of Cambodia and subject to the exclusive jurisdiction of the courts of Cambodia.

7.3 The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

7.4 This Agreement constitutes the entire agreement of the Parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing.

7.5 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; provided, however that; either Party may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliate and the said Party shall give advance written notice to the other Party of such assignment, transfer or novation as soon as reasonably practicable. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their permitted successors, transferees and assigns.

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

7.7 This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. This Agreement may also be signed by way of electronic signing. Any Party may enter into this Agreement by signing any such counterpart (whether electronically or otherwise) and each counterpart may be signed and executed by the Parties (whether electronically or otherwise) and transmitted (by e-mail, other electronic means or otherwise) and shall be as valid and effectual as if executed as an original.

7.8 Each Party represents and undertakes that it has not and shall not directly or indirectly, give or offer any gratification as an inducement or reward to any person, for its personal advantage or for the advantage of any other person, in relation to this Agreement.

7.9 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 the United Kingdom Bribery Act of 2010 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 ADA and the Client 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. 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 or has reasonable belief that this may occur, the other Party may immediately at its absolute discretion reject, disqualify, invalidate, recover, terminate this Agreement, submissions, referrals or the reward(s), commissions, or fees without any ensuing obligations nor liabilities to the other Party.

7.10 ADA may update these Reach GTC 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 Reach GTC

7.11 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. A person who is not a Party to this Agreement shall not have any right to enforce any term of this Agreement.

7.12 ADA is an independent contractor and not an employee, partner, or agent of the Client. Nothing in this Agreement shall be deemed to require the ADA to provide the services under the Agreement exclusively to the Client.

7.13 If any provision of this Agreement is held or declared to be invalid, illegal or unenforceable and can be deleted without altering the essence of this Agreement, the invalid, illegal or unenforceable provision will be severed, and the remaining provisions will remain in full force or effect.

**SCHEDULE 1
(MANAGED CAMPAIGN EXECUTION PROCESS)**

