

Version Date: April 20, 2021

## **REACH PLATFORM GENERAL TERMS AND CONDITIONS**

The Services provided by ADA shall be provided in accordance with these Reach Platform General Terms and Conditions ("**Reach GTC**") and the applicable Reach Platform (Self-Serve) 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**".

### **1.0 DEFINITIONS**

"**Account**" means the Client's Platform user account.

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

"**Ad Content**" means all data, information, material and content, including but not limited to text, SMS, pictures, photographs, software, video, music, sound, and graphics provided by and/or submitted on behalf of the Client.

"**Charges**" means the rates and charges payable by the Client in connection with the usage of the Platform or the Services as detailed in the applicable Order Form.

"**Event of Force Majeure**" means any of the following circumstances which occur and which are beyond the reasonable control of a Party and directly prevent that Party from performing its obligation under this Agreement, being war, epidemic, pandemic, lockdown, governmental action, civil commotion, armed conflict, riot, act of terrorism, fire, flood, epidemic or other act of God (excluding for the avoidance of doubt any labour dispute, labour shortages, strikes or lock-outs).

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

"**Schedule**" means the applicable Schedule attached to this Agreement.

"**Services**" means: (i) provision of digital advertising solutions via the Platform for enabling the purchase, creation, delivery, management, measurement and analysis of SMS Bulk and Rich Media SMS and other channels that ADA may make available to the Client from time to time via the Platform; and (ii) the data, products and services of third parties that ADA may make available to the Client from time to time via the Platform.

"**Start Date**" means the Start Date specified in the Order Form.

"**SMART Network**" means SMART Cambodia's telecommunications network.

"**Subscribers**" means the customers of SMART Cambodia or its Affiliate services and products.

**“Privacy Laws”** means, collectively: (i) the requirements of any privacy and data protection laws, treaties, inter-governmental agreements, and regulations to which a Party is subject to in Cambodia ; and (ii) any amendments, modifications, extensions, supplements or replacements of or to any of the foregoing.

**“Platform”** means the ADA proprietary Reach Platform accessible via the internet for the provision and use of the Services including any administration website through which ADA provides access to such platform and all software (including source and object code), updates, enhancements, documentation or other materials in or related to the platform that ADA.

## **2.0 PLATFORM AND SERVICES**

- 2.1 ADA hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term of this Agreement to remotely access and use the Platform in the normal course of Client's business. Client shall have access to the Platform only through remote access through the confidential password-protected login process provided by the ADA and Client shall be responsible for maintaining the confidentiality of such passwords, among its employees, and any approved agents and subcontractors, if any
- 2.2 ADA warrants that the Platform are normally operational at all hours as set forth in the Service Level set out in Schedule A (excluding scheduled maintenance, upgrades and downtime caused by third party vendors through no fault ADA). During any scheduled maintenance, upgrades and downtime, it will not be possible to use access the Services or the Platform. Nothing herein or in any warranty shall obligate ADA to deliver support services in excess of what is described in this Agreement.
- 2.3 Client agrees: (a) to keep confidential and secure all user identification numbers, passwords and other security processes and devices issued by ADA and ensure that only authorised users have access to the Platform; and (b) to promptly notify ADA in writing if Client suspects that the Account or Platform security of has been breached or compromised.
- 2.4 Client represents that all users of the Platform and the Services are the Client's duly authorised agents and Client shall be solely liable for all transactions conducted using the Account and/or such other use of Platform and the Services on Client's behalf including changes to the budget, are irrevocable and binding, even if entered into by or arising from mistake, error or inadvertent or unintentional acts or omissions.
- 2.5 For the purposes of maintaining and improving the Platform, ADA may but is not obliged to, monitor the Client's use of or activity on the Platform and retain information entered on the Platform, including deleted items which are not displayed.
- 2.6 If the Client do not log into the Account for more than one (1) month, ADA may in its discretion treat such Account as dormant and may suspend such Account. If the Account is suspended, the Client should write to ADA to reactivate the Account. ADA shall reactivate the Client's Account at its sole discretion and subject to ADA's prevailing policies and procedures. Client agree that ADA shall not be liable to the Client in relation to any inability of the Client to access the Account or the Platform, Services or any part thereof.

## **3.0 TERM AND TERMINATION**

- 3.1 Notwithstanding the date of the Order Form, this Agreement will commence on the Start Date and shall continue up to the End Date as set out under the applicable Order Form (“**Term**”).
- 3.2 Either Party may terminate this Agreement:
- (a) at any time for any reason whatsoever by giving not less than thirty (30) days written notice to the other Party;
  - (b) if the other Party is in material breach of any of its obligations under this Agreement and either the breach is incapable of remedy or the other Party has not remedied such breach within thirty (30) days of written notice requiring it to remedy that breach; or
  - (c) immediately on written notice if the other Party becomes insolvent or has a receiver, administrative receiver, administrator or similar officer appointed or applies for or has called a meeting of creditors or resolves to go into liquidation or has a petition lodged against it in relation to any potential insolvency which is not successfully opposed within thirty (30) days of being lodged or an application is made to appoint a provisional liquidator of the other Party or for an administration order or notice of intention to appoint an administrator is given or a proposal is made for a voluntary arrangement or

any other composition, scheme or arrangement with or assignment for the benefit of any of the other Party's creditors.

#### **4.0 REPRESENTATIONS AND WARRANTIES**

4.1 Each Party represents and warrants that:

- (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and
- (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

4.2 Client represents and warrants that:

- (a) it or its customers or advertisers hold all Intellectual Property Rights or the licenses used in or relating to its Ad Content;
- (b) it or its customers or advertisers have the necessary rights, authorization or consent to disclose, provide and/or license the AD Content under the terms of this Agreement.
- (c) all information in its Ad Content are complete, correct and current; and
- (d) its Ad Content do not violate applicable laws, Privacy Laws, guidelines, policies, regulations, codes of conduct or third-party rights (including the terms and policies of publishers)

#### **5.0 RESTRICTIONS AND PROHIBITED CONTENT**

5.1 The following Ad Content are prohibited from being uploaded or otherwise introduced into the Platform:

- (a) directly or indirectly contain information, views, stimulations and/ or images of politics, , clubs, unlicensed employment services bureaus, tobacco, religion, sexually explicit, obscenity, racially or ethnically offensive, or objectionable and or any other illegal/antisocial subject matter or content;
- (b) infringe the Intellectual Property Rights of any third party;
- (c) contain personal testimonial with specific reference to the character of a person;
- (d) contain anything which clearly offends against generally prevailing community standards relating to decency;
- (e) libel, defame, cause injury to, invade the privacy of or otherwise infringe or violate the rights of any person or third party;
- (f) contain false, misleading or unwarranted claims for any products or services or any defamatory statements;
- (g) include any statement, picture, audio or video that promotes the services of ADA's competitors; or
- (h) that ADA considers in good faith to be offensive or otherwise inappropriate.

5.2 Client shall:

- (a) not use the Platform to transmit Prohibited Content as set out in Clause 5.1;
- (b) not use the Platform to commit acts of terror, immoral, unauthorized or unlawful activities and/or for any improper, unlawful or abusive purpose and/or to send obscene or threatening messages and/or to defame, cause injury to, invade the privacy of or otherwise infringe or violate the rights of SMART Network, Subscribers, third-party customers or third party service providers;
- (c) modifying, reverse engineering, reverse compiling and disassembling or causing any other party to modify, reverse engineer, reverse compile or disassemble the Platform;
- (d) providing a competitor of ADA with access to, or information about, the Platform or Services for any purpose or reason;
- (e) ensure that Ad Content disseminated through the Platform are only used to contact Subscribers and/or any third parties who have consented to receive such Ad Content;
- (f) ensure that each and every AD Content that will be uploaded, processed or transmitted through the Platform is approved by ADA prior to such release;
- (g) be responsible for Ad Content submitted by or on the Client's behalf through the Platform including all targeting decision made by or on the Client's behalf; and
- (h) be responsible for any activity conducted through the Account, including any purchases made or charges incurred.
- (i) not, and will not enable or authorize any third party to (i) engage in illegal or fraudulent conduct (for example, to discriminate against protected classes) (ii) use any automated means or form of scraping

or data extraction to access, query or otherwise collect information, or (iii) provide Ad Content that contain malware, spyware or any other malicious code or otherwise interfere with the operation of the Platform or any device or system or breach or circumvent any security measure of ADA or a third party

5.3 ADA may immediately suspend or terminate Client's access to Platform or the Services, without notice and may terminate this Agreement without liability to the Client or any of its customers, if ADA believes, in its sole discretion, that the Ad Content breach of this Clause 5 and/or any Privacy Laws.

## **6.0 PAYMENT TERMS**

6.1 ADA shall, from time to time issue its invoice for its service fee in relation to the Charges (exclusive of service charges and applicable taxes). 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.

6.2 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 Charges, in whole or in part, upon at least five (5) days prior written notice.

6.3 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.

6.4 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.

6.5 Any balance credited in the Account shall not be refundable under any circumstances whatsoever save and except if the Platform is permanently discontinued.

6.6 Any unutilized amount remaining in the Account after the expiry of one (1) year from the date the Account was last credited shall be forfeited and will not be available to the Client for acquiring further or additional Services from the Platform after that date. Subject to prior written notice given to the Client, ADA shall have the right to set-off such utilized amount against any obligations owing and/or payment due by the Client to ADA under this Agreement.

6.7 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 Client. Client shall bear all associated bank or administrative charges.

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

6.9 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.

6.10 Notwithstanding Clause 12.6, the Charges may be varied by ADA from time to time and such variation shall be informed to the Client in writing, at least seven (7) days in advance.

## **7.0 PRIVACY LAWS**

7.1 Each Party undertakes, where applicable, to comply fully with the applicable Privacy Laws and to procure that its employees, agents and contractors observe the said laws, regulations and/or policies. Any breach or potential breach of the provisions of this Clause 7 shall be immediately notified in writing by the breaching Party to the non-breaching Party.

7.2 Client warrants to ADA that any Ad Content received from Client has been collected or submitted to ADA or the Platform in compliance with Privacy Laws, Client further warrants to ADA that any Ad Content received from the Client may legally be processed in the manner necessary to deliver the Services to the Client.

## **8.0 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Client and its third-party licensor shall retain ownership of all Intellectual Property Rights in the AD Content. Client grants ADA, worldwide, a royalty-free, transferrable and non-exclusive licence to use, reproduce and distribute the Ad Content for the purposes of providing the Services and use in the Platform. Client consents to ADA contracting with third parties or vendor (e.g. media owners or technology service providers) on its behalf so that Ad Content may be utilized for targeting or other purposes related to the Services and Platform, and that code, cookies, ad tags, pixels or other similar code may be inserted on publisher's website(s), media, digital platform or application(s). ADA may share Ad Content with ad exchanges and vendors to perform the Services.
- 8.2 Client acknowledges and agrees that the Platform, all modifications, enhancements and additions thereto, and all passwords, usernames, site entry procedures and Platform use information is 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.
- 8.3 ADA retain the right to use in any way it consider appropriate any skills, techniques, processes, methodologies or know-how acquired, developed or used in the course of performing the Services, and any improvements or modifications to the Platform or other ADA's products or services created during the course of the Services or use of Platform will vest exclusively in ADA. Client agrees that any feedback or ideas the Client provides to ADA regarding Service or Platform or its other services or product and any suggested improvements thereto will be the exclusive property of ADA. ADA may also use data about Client's usage of the Platform for internal purposes such as operating, maintaining and improving ADA's products and services
- 8.4 ADA reserves all rights, title, interest and ownership in the data collected by ADA through the Platform and the Services, and ADA may disclose such data, which may include, but not be limited to, aggregate statistics about the Platform, trends, and demographics; provided, however, that such disclosure does not specifically identify Client without Client's prior approval. Platform's source code is a trade secret of ADA and its licensors to which access is not authorised.
- 8.5 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 the 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.
- 8.6 All rights not expressly granted in this Agreement are reserved by ADA.

## **9.0 CONFIDENTIALITY**

- 9.1 "**Confidential Information**" of a given Party ("**disclosing party**") shall mean any confidential technical data, trade secret, know-how, or other confidential information disclosed by the disclosing Party to the other Party hereunder ("**receiving party**") in writing, orally, by drawing or other form. Confidential Information includes, but is not limited to, the consideration, payment terms, fees and other financial aspects of this Agreement, the terms of any ADA agreement with any advertiser, vendor or other third party and the disclosing party's processes and methods for compiling and assembling data, information relating to the Account and all user identification numbers, passwords and other security processes and devices issued by ADA
- 9.2 Confidential Information shall not include information which can be shown from written records: (i) already lawfully known to or independently developed by the receiving party, (ii) disclosed in published materials, which disclosure is not otherwise in breach of this Agreement, (iii) generally known to the public, or (iv) lawfully obtained from any third party, which, to the knowledge of the party obtaining such information, has no obligation of confidentiality with respect to such information. The receiving party agrees that, except to the extent otherwise required by law, it will not disclose any Confidential Information to any third party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of five (5) years thereafter, without the prior written consent of the disclosing party.
- 9.3 The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. For the avoidance of doubt, ADA shall not be prohibited from improving its own

services and technology on the basis of general principles, learning and know-how gained from developing and providing services to the Client and to ADA's other customers.

- 9.4 Notwithstanding the terms of this Agreement, each Party may disclose the terms of this Agreement: (i) in connection with the requirements of an initial public offering or securities filing, (ii) in confidence to accountants, banks and financing sources and their advisors, (iii) in confidence in connection with the enforcement of this Agreement or rights under this Agreement, and (iv) in confidence in connection with a merger or acquisition or proposed merger or acquisition or the like.
- 9.5 No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein. If the receiving party at any time is required to disclose any of the disclosing party's Confidential Information to any government agency or court of competent jurisdiction, the receiving party (to the extent permitted by law) shall promptly notify the disclosing party of the required disclosure (prior to the disclosure, whenever possible, so that the disclosing party may seek an appropriate protective order).
- 9.6 The receiving party will return to the disclosing party or (at the disclosing party's option) destroy all Confidential Information of the disclosing party in the receiving party's possession or control and will permanently erase all electronic copies of such Confidential Information promptly upon the written request of the disclosing party or the expiration or termination of this Agreement, whichever comes first. At the disclosing party's request, the receiving party will certify in writing that it has fully complied with its obligations under this section.

## 10.0 **INDEMNIFICATION**

- 10.1 Client shall fully and effectively indemnify and keep ADA indemnified from and against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against ADA as a result of, or in connection with:-
- (a) the Client's use of the Services or Platform, whether such liability results from Client's own use, may be attributed to the Client's Account or all user identification numbers, passwords and other security processes and devices issued by ADA to the Client;
  - (b) breach or alleged breach of Clause 2, Clause 4, Clause 5, Clause 7, Clause 8 or Clause 9;
  - (c) or any other unlawful conduct engaged in by the Client in relation to the performance of its obligations under this Agreement; and/or
  - (d) any claim for infringement of any ADA and/or third parties' marks or Intellectual Property Rights under this agreement.
- 10.2 ADA will defend Client against any claim, demand, suit or proceeding made or brought against Customer by a third party:
- (a) alleging that any Services or Platform infringes or misappropriates such third party's Intellectual Property Rights, or
  - (b) arising from a breach by ADA of its confidentiality obligations under Section 9 that results in the unauthorized disclosure of Confidential Information.
- 10.3 If ADA receives information about an infringement or misappropriation claim related to a Service or Platform, ADA may in its discretion and at no cost to Client:
- (a) modify the Services or Platform so that they are no longer claimed to infringe or misappropriate;
  - (b) obtain a license for Client's continued use of that Services or Platform in accordance with this Agreement, or
  - (c) terminate this Agreement upon thirty (30) days' written notice and refund to the Client any prepaid or advances fees covering the remainder of the Term.

ADA shall not have any liability to Client under this Agreement if any allegation of infringement is based upon the use of the Services or Platform in a manner not authorized pursuant to this Agreement, or if the infringement arises out of modifications made to the Services or Platform unless such modifications are made by ADA. The foregoing states ADA's entire liability to the Client with respect to infringement or misappropriation claim related to a Service or Platform.

- 10.5 Where a Party makes a claim for indemnification (the "**Indemnified Party**") from the other Party (the "**Indemnifying Party**") under this Agreement (a "**Claim**") then:

- (a) the Indemnified Party shall give the Indemnifying Party prompt written notice of the Claim;
- (b) the Indemnifying Party shall be entitled to have sole conduct of the defence and/or settlement of the Claim;
- (c) the Indemnified Party shall not make any admissions to a third party in respect of the Claim without the Indemnifying Party's written consent; and
- (d) the Indemnified Party shall provide all assistance reasonably requested by the Indemnifying Party in connection with the Claim, at the sole cost and expense of the Indemnifying Party.

## **11.0 LIMITATION OF LIABILITY AND DISCLAIMERS**

- 11.1. 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.
- 11.2. Subject to Clause 11.1 and notwithstanding anything to the contrary elsewhere contained herein, ADA's maximum liability to the Client in any event shall not exceed the aggregate Charges paid and payable to ADA under this agreement for the six (6) months period preceding the date the first liability arose. ADA shall not be liable to the Client or any user, publisher, web site visitor or other third party for loss, cost, damages or expense incurred in connection with Client's use of the Platform and the Services provided under this agreement, including but not limited to any inputting errors, corruption or loss of data, or other damage.
- 11.3. Client acknowledges that the Platform operates in an online environment and, accordingly, the Platform's availability and performance relies on third party infrastructure and services, e.g. hosting services, telco network, services supplied by third parties. To the extent that there is a breach of this Agreement by ADA and that breach is caused by a default by a third-party infrastructure and 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 the Client or caused by the third-party default.
- 11.4. ADA provides the Platform and the Services without any kind of warranty for a specific revenue or a particular number of impressions sold in any given period. ADA provides no guarantee that the Platform and the 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 Services or the Platform.
- 11.5. Except as expressly set forth in this agreement, ADA and its licensors make no warranties, representations or covenants of any kind to any person with respect to the Platform or the Services, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose or noninfringement. ADA and its licensors does not make any representation regarding the benefit Client will obtain from your use of the Platform or Services. Furthermore, ADA does not represent or warrant that the Platform or Services will be error-free, always available or operate without loss or corruption of data or technical malfunction.

## **12.0 OTHER TERMS**

- 12.1. 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.
- 12.2. This Agreement is governed and construed in accordance with law of Cambodia. Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts of Cambodia.
- 12.3. 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.

- 12.4. 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.
- 12.5. Neither Party may assign, transfer or novate this Agreement in whole or in part without the written consent of the other Party which is not to be unreasonably withheld or delayed; provided, however that; ADA may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliate and ADA shall give advance written notice to the Client 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. This Agreement constitutes the entire agreement of the Parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing.
- 12.9. 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 or Platform under the Agreement exclusively to the Client.
- 12.10. 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.
- 12.11. 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.
- 12.12. 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.

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## **SCHEDULE A: SERVICE LEVELS**

### Reach Platform Customer Support

Client can reach out to their designated Account Manager for support on the business hours on weekdays and Account Manager will revert based on the as per critical level of the issue:

Level 1 – 24 Hours

Level 2 – 72 Hours

Level 3 – 168 Hours

Level 4 – 336 Hours

Level 1 - Account Reset and Access related issues

Level 2 - Services Delivery/Connectivity/Platform downtime related issues

Level 3 - Major Challenges for Services Delivery/Connectivity/Platform downtime

Level 4 - Any Natural Disaster/Unplanned Challenges which is beyond ADA's control