

ADOGO ADVERTISER GENERAL TERMS AND CONDITIONS FOR VEHICLE BASED ADVERTISEMENTS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

“Adogo”	Adogo Pte Ltd or any Affiliate as indicated on the letterhead of the Advertising Contract.
“Advertiser”	the advertiser procuring the Service(s) from Adogo under this Agreement who is named as such on the Advertising Contract.
“Advertising Contract”	Adogo’s standard form for the Services entitled “Advertising Contract”.
“Advertising Partner”	individuals or companies contracted by Adogo to provide advertising space on vehicles that they drive, own or control.
“Affiliate”	any related or associate company of Adogo Ltd including their successors, assigns, employees and agents.
“Agent”	the advertising or media agency appointed to act for and on behalf of the Advertiser who is named under “Advertising Agency Name” in the Advertising Contract.
“Agreement”	the agreement between the Parties, comprising of the Advertising Contract duly executed by all Parties, the General Terms and Conditions, the Service Specific Terms and Conditions, Adogo’s prevailing Rate Cards and the Insertion Orders.
“Campaign”	an advertising campaign of the Advertiser for which the Service is provided.
“Censorship Requirements”	censorship standards, codes of practice, laws and/or regulations of Singapore or any censorship notice from any Government Authority from time to time in force including those relating to obscene or indecent exhibition.
“Charges”	all charges and fees payable by the Advertiser for or relating to the Services. The Charges will be in accordance with the charges stated in a duly executed Advertising Contract, or in their absence, with Adogo’s prevailing Rate Cards.
“Confidential Information”	<p>a) any and all information and materials disclosed to, or obtained or received by the Receiving Party, whether written or oral, in the course of performing its obligations under this Agreement or in connection with this Agreement, including without limitation marketing and business plans, strategies and policies, pricing and payment terms, financial accounts and information or any dealings, transactions or affairs of the Disclosing Party;</p> <p>b) the terms of this Agreement (other than these General and Specific Terms and Conditions); and</p> <p>c) any documents or proprietary materials provided by the Disclosing Party which are marked “Restricted”, “Confidential” or “Secret” or in a manner which gives notice of their confidential nature.</p> <p>It does not include any information:</p> <p>i) which is or becomes publicly available (otherwise than as a result of a breach of confidentiality by the Receiving Party);</p> <p>ii) which was already known to or in the possession of the Receiving Party prior to disclosure by the Disclosing Party;</p> <p>iii) which is subsequently received by the Receiving Party from a third party who has the right to disclose such information and/or who is not bound by obligations of confidentiality to the Disclosing Party;</p> <p>iv) which is independently developed by or on behalf of the Receiving Party without use of or reference to any of the Confidential Information; or</p> <p>v) which is required to be disclosed by law.</p>
“Contract Period”	the contract period specified under “Contract Period” in the Advertising Contract.
“Driver”	individuals or companies contracted by Adogo to provide advertising space on vehicles that they drive, own or control.
“Disclosing Party”	as defined under Clause 14.1.
“Force Majeure Event”	any cause or circumstance beyond the reasonable control of a Party (including to the extent that these are beyond such control, acts of God, war, compliance with any applicable law or

requirements of any Government Authority, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Adogo network, riots, strikes, lock-outs, industrial disputes (whether or not involving the employees of Adogo or its Affiliates) or epidemics of infectious diseases.

“Force Majeure Period”	a continuous or aggregate period of more than thirty (30) consecutive days during which a Force Majeure Event exists
“General Terms and Conditions”	the terms and conditions set out in this document under the heading “General Terms and Conditions”.
“Government Authority”	any government or political subdivision thereof or regulatory body; any department, agency or instrumentality of any government or political subdivisions thereof or regulatory body; any court or tribunal; and the governing body of any securities exchange
“Intellectual Property”	any patent, design, copyright, artist or producer right, database right, trademark, service mark, logo, trade secret, design right, right in know-how or business method (whether patented or not and whether or not the same is capable of being patented), goodwill, domain name, software code, right of confidence, right in proprietary information or industry or ancillary property right of any nature whatsoever or any application to register any of the foregoing rights, in any part of the world and whether current or prospective.
“Insertion Order”	means the insertion order or media schedule or booking any other order in writing submitted by the Advertiser or Agent and signed by the Parties.
“Liabilities”	all losses, damages, liabilities, costs, claims, charges, expenses, actions, proceedings or demands (including reasonable legal costs and penalties) and fines levied or brought by any Government Authority.
“Materials”	the advertising and/or programming materials submitted by the Advertiser or Agent to Adogo.
“Parties”	Adogo, the Advertiser and the Agent, and each shall be referred to as “a Party”.
“PDPA”	the Personal Data Protection Act (Act 26 of 2012) of Singapore.
“Rate Card”	Adogo list of standard published rates for the Services. The term “prevailing Rate Card” shall mean the version of the Rate Card prevailing at the time of the Advertiser’s submission of the Insertion Orders.
“Receiving Party”	as defined under Clause 14.1.
“Service”	such advertising service or product which Adogo agrees to provide to the Advertiser from time to time and shall include services by third parties contracted to Adogo.
“Service Provider”	any third party service provider involved in providing the Services, including without limitation any individual or company who owns, control or drives vehicles whereupon such advertising service is place.
“Service Specific Conditions”	the specific terms and conditions that Adogo imposes in respect of any Service as set out at http://Adogo.com.sg/legal/AdvertiserTnC-1115.pdf , and any other terms and conditions which the Advertiser and Adogo may agree in writing governing the use of the Services.
“Taxes”	any and all taxes, goods and services tax, withholding tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by the Advertiser to Adogo.
“Total Contract Value”	the total contract price of all the Services procured by Advertiser as set out in the Advertising Contract, under “Total Contract Value”.
“Working Day”	any day of the week other than Saturday, Sunday and any gazetted public holidays in Singapore.

1.2 In this Agreement, unless the context indicates a contrary intention:

- (a) the expression “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a foundation, a partnership or a trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (b) a reference to any statute or to any statutory provision includes any statutory amendment, modification, re-enactment or consolidation (with or without modification) of it or any statutory provision substituted for it and in

- force from time to time, and all ordinances, orders, by-laws, regulations, rules, statutory instruments or other subordinate legislation (however described) issued under it;
- (c) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
 - (d) references to recitals, clauses, annexes, appendices or schedules are references to recitals, clauses of and annexes, appendices and schedules to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or annex, appendix or schedule in which it appears;
 - (e) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (f) clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
 - (g) a reference to "writing" does not include email;
 - (h) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - (i) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it.

1.3 This Agreement consists of and is supplemented by:

- (a) the Advertising Contract, duly executed by both Parties;
- (b) the General Terms and Conditions;
- (c) the Service Specific Terms and Conditions;
- (d) Adogo's pricing table;
- (e) the Insertion Orders; and
- (f) the signed annexes, appendices and schedules (if any),

all of which shall be incorporated into and be deemed part of this Agreement subject to the necessary amendments to give effect to the Parties' intention as expressed in this Agreement. Any reference to this Agreement includes all of the foregoing. In the event of any inconsistency or conflict in the provisions of any of the foregoing, the following order of precedence shall govern: (i) first, the Service Specific Terms and Conditions; (ii) second, the General Terms and Conditions; (iii) third, the Advertising Contract; (iv) fourth, Adogo's prevailing Rate Card; (v) fifth, the Insertion Orders; (vi) sixth, the signed annexes, appendices and schedules (if any).

1.4 This Agreement or any provision thereof shall not be construed adversely against a Party because that Party prepared or drafted it or is seeking to rely on it.

2 DURATION

This Agreement shall be for the duration of the Contract Period or upon the expiry of the last End Date (as specified in the Advertising Contract) for all the Services provided hereunder, whichever later.

3 APPOINTMENT OF AGENT

- 3.1 Where an Agent has been specified in the Advertising Contract or where any third party media agency purports to act on behalf of and as agent of the Advertiser, the Advertiser confirms that it has appointed such party as its agent, to be its authorised representative with respect to all matters relating to this Agreement including the execution of this Agreement on behalf of the Advertiser, submission of Insertion Orders and Materials and the issuing any instruction, direction or agreement for the purpose of the execution of this Agreement.
- 3.2 Each Agreement entered into by Adogo, shall be valid, binding and enforceable upon both the Advertiser and the Agent jointly and severally, notwithstanding that either the Advertiser or the Agent may not have signed on the Agreement or done so effectively, and notwithstanding the incapacity, liquidation or bankruptcy of the other Party (being the Advertiser or the Agent as the case may be).
- 3.3 The Advertiser agrees that it shall be bound by the terms and conditions of this Agreement as if it were a Party thereto and shall procure that Agent complies with all terms and conditions of this Agreement.
- 3.4 The Agent represents and warrants that it has full capacity and authority to enter into, execute and perform this Agreement on behalf of the Advertiser and shall be fully liable to Adogo as the Advertiser under this Agreement.
- 3.5 Where Adogo receives conflicting instructions, requests or other notices from the Advertiser, the Agent, or any other agent purporting to act on behalf of the Advertiser, Adogo shall be entitled to act on any such instruction, request or notice to the exclusion of others and/or deal with only the Advertiser, Agent or any one of the agents purporting to act on behalf of the Advertiser.
- 3.6 The Advertiser shall fully defend, indemnify and hold Adogo and its Affiliates harmless against all Liabilities suffered by Adogo and its Affiliates arising from acts, omissions, breaches, defaults, representations, or warranties made by Agent. In no event shall Adogo be liable to the Advertiser for having complied with and/or followed the instructions and/or

directions of the Agent. The rights of Adogo and its Affiliates hereunder shall not be any way affected by any dispute or claim as between the Advertiser and the Agent.

4 ADVERTISING SERVICES

- 4.1 The Advertiser may itself or through its Agent, procure from Adogo and/or its Affiliates, the Services set out in the Advertising Contract.
- 4.2 The Advertiser shall assume all responsibility for the content and Materials provided to Adogo to be displayed, communicated, transmitted, exhibited and published as part of the Services, and Advertiser shall be solely responsible for dealing with all responses, feedback or queries arising from such content and Materials. Advertiser shall, in addition, assume all Liabilities for all claims, actions, and proceedings made against Adogo by a third party arising from the content and Materials, including all costs associated with defending against such claim, actions or proceedings.
- 4.3 Adogo shall have the sole and absolute discretion in deciding whether to display, broadcast, transmit, print or upload any or all content or Materials submitted by the Advertiser or its Agent. Adogo reserves the right to (i) refuse to display, communicate, broadcast, transmit, print, publish or upload or (ii) reschedule or postpone the display, communication, broadcast, transmission, printing, publication or uploading of any content or Material submitted by the Advertiser or its Agent, without assigning any reason notwithstanding the acceptance of any payment for such Service or that such Material has been in part displayed, communicated, broadcast, transmitted, printed, published or uploaded or that some installments or items thereof have been broadcast, transmitted, printed or uploaded.
- 4.4 Without prejudice to the other Clauses herein, Adogo shall have the right to alter, edit and modify any content or Materials which in Adogo's sole opinion may violate any of the representations and warranties referred to in Clause 11 without any liability to the Advertiser or the Agent.

5 MATERIALS AND DELIVERY

The Advertiser shall comply with Adogo's requirements and processes regarding the delivery of Materials as set out in the Service Specific Terms and Conditions.

6 CHARGES AND PAYMENT

- 6.1 The Advertiser and/or the Agent shall be jointly and severally liable for all Charges incurred under this Agreement whether or not the Services are used by Advertiser or any other party, and shall pay the same without any counterclaim, deduction, set-off or withholding.
- 6.2 The Advertiser authorises Adogo to invoice the Agent on the Advertiser's behalf and such invoice shall constitute due notice to the Advertiser and shall in no way impair or limit the joint and several liability of the Advertiser and the Agent. Payment by the Advertiser to the Agent shall not discharge the Advertiser's liability to Adogo.
- 6.3 The Advertiser and the Agent shall be jointly and severally liable for all Taxes. If the Advertiser or Agent is required under law to deduct or withhold any sum as Taxes on any amount payable to Adogo, the amount payable to Adogo shall be increased by such amount necessary to ensure that Adogo will receive a net amount equal to the amount which it would have received in the absence of any such deduction and withholding.
- 6.4 Time is of the essence in the payment of all Charges and Taxes. Adogo's obligations to provide Services under this Agreement will not arise or be effective until Adogo has received timely payment of any applicable Charges.
- 6.5 Charges shall be calculated based on Adogo's records, or, where applicable, records supplied to Adogo by another Service Provider.
- 6.6 Recurring Charges apply for the full period to which the Charges relate. Charges incurred at the end of a billing cycle may be reflected in the next bill for the next billing cycle.
- 6.7 Adogo will send a bill to the Advertiser and/or the Agent (as appropriate) at monthly intervals or more frequently if the Advertiser's usage exceeds or may exceed a preset limit. However, Adogo may send to the Advertiser bills at such intervals as it deems appropriate. All Charges are due as soon as the bill is issued. Each bill must be settled by the payment date set out in it. Unless otherwise stated in the bill or elsewhere, all Charges are payable in Singapore dollars. In the absence of fraud or manifest error, subject to Clause 6.8 below, Adogo may rely on each bill as conclusive evidence against the the Advertiser/Agent of the accuracy, completeness and truth of all matters stated in it.
- 6.8 If the Advertiser wishes to reasonably dispute any amount in the bill, the Advertiser can withhold payment for such disputed amounts if the Advertiser informs Adogo in writing prior to the payment date shown on the bill. Otherwise, the Advertiser shall be liable to pay all Charges. Adogo will investigate any such dispute and provide a written response to the Advertiser within fourteen (14) days from the day the Advertiser notifies Adogo of such a dispute. If the dispute is resolved in Adogo's favour, the Advertiser shall pay Adogo the disputed amount and all costs incurred in recovering the amount. Adogo may charge the Advertiser interest on the outstanding amount at 10% per month from the date the outstanding amount was due and payable and calculated on a daily basis or at such other rates as Adogo may prescribe from time to time. Alternatively, Adogo may charge the Advertiser the standard late payment fee as Adogo may prescribe from time to time. If Adogo agrees there is a mistake in the Advertiser's bill, Adogo will adjust the Advertiser's next bill accordingly. If the Advertiser has paid a bill for a post-paid Service and subsequently choose to contest it, any such dispute must be raised by the Advertiser in writing to Adogo not later than three (3) months from the date of that bill. If the Advertiser has paid for a bill for a pre-paid Service and subsequently chooses to contest it, any dispute must

be raised by the Advertiser in writing to Adogo not later than three (3) months from the date of the Advertiser's payment.

- 6.9 If the Advertiser is late in paying or does not pay a bill for any Service, Adogo may, at its discretion, suspend, restrict or terminate any of the Services that Adogo provides to the Advertiser and charge the Advertiser administrative fees and/or late payment interest or fee as set out in Clause 6.12 below. In addition, Adogo may, at its discretion, also require the Advertiser to pay on demand all sums due under any other agreements or accounts the Advertiser have with Adogo. If Adogo claims against the Advertiser for failing to pay any bill, the Advertiser shall be liable for all Adogo's legal, administrative and other costs.
- 6.10 If the Advertiser uses more than one of Adogo's Services, the Advertiser shall specify which Service(s) under the Advertiser's bill it is making payment for. In the event the Advertiser fails to identify the Service(s) for which payment has been made, any payment the Advertiser make may be applied or allocated by Adogo towards any outstanding amount for any Service in such manner, priority, order and proportion as Adogo deems appropriate. If the Advertiser has more than one account with Adogo, Adogo may transfer any credit balance under one account to settle outstanding amounts due under another account.
- 6.11 Adogo may, at its discretion, authorise its Affiliates to issue bills and collect payment of Charges and moneys on its behalf.
- 6.12 Adogo reserves the right to charge the Advertiser and/or the Agent interest on any outstanding amount at the rate of 10% per month from the date such amount is due until payment is received in full.
- 6.13 Adogo may revise its rates for the Services from time to time. In such event, the Advertiser and Agent agree to be bound by such revised rates provided Adogo gives at least fourteen (14) days prior notice of such change and the increased rates shall apply only to such Services procured by the Advertiser and Agent after the effective date of change.
- 6.14 Adogo reserves the right to pro-rate any charges which might include any Business expenses, production cost and labor cost should there be any early termination based on the ending date of campaign(s).

7 INTELLECTUAL PROPERTY RIGHT

- 7.1 The ownership of any materials, trademarks, tradenames, logos content or documentation (including any advertisements, interstitials and each Party's trademarks, tradenames and logos) and any Intellectual Property Rights therein created by or licensed to any Party prior to and/or outside the scope of this Agreement ("Excluded Materials") shall be unaffected by any provision in this Agreement.
- 7.2 Save for the Excluded Materials (which ownership shall not be affected by this Clause 7), and unless otherwise expressly agreed by the Parties in writing, the Advertiser and Agent acknowledge and accept that any advertisements, commercial, trailers, interstitials or other content produced by Adogo and or its Affiliates under this Agreement for the Advertiser (hereinafter referred to as "the Production") and all Intellectual Property Rights in and to the Production, shall remain entirely vested in Adogo.
- 7.3 Subject to Clause 7.2, the Advertiser and Agent hereby irrevocably and unconditionally grant and assign to Adogo with full title guarantee, free from all third party rights all Intellectual Property Rights including the entire copyright (by way of assignment of both present and future copyright) as well as all other rights, title and interest of whatsoever nature in and to the Production for Adogo to hold the same throughout the universe absolutely for the full period of copyright including all renewals, extensions and reversions thereof and thereafter (insofar as may be or become possible) in perpetuity for Adogo to hold the same throughout the universe for the full period of those rights wherever subsisting or acquired including all extensions or reversions and renewals thereof and thereafter, to the fullest extent possible, in perpetuity.
- 7.4 Subject to Clause 7.2, the Advertiser and Agent hereby irrevocably and unconditionally waive in perpetuity the benefit of any provision of law known as moral rights or any similar law in any country with regards to the Production, and undertake not to commence or support, maintain, permit or pursue any action for infringement of any such moral rights.
- 7.5 Neither the Advertiser nor the Agent shall use or permit the use of any Adogo's Intellectual Property Rights except for the purposes of the Services or as otherwise expressly permitted by Adogo in writing.
- 7.6 The Advertiser hereby grants and warrants to Adogo, for the duration of this Agreement, the right to transmit the advertisements and use the Advertiser's trademarks and logos in the performance of Adogo's obligations under this Agreement (and, where applicable, in Adogo's own advertising materials). The Advertiser warrants that the Advertiser has all rights in and to its advertisements, trademarks and logos and that Adogo's provision of the Services in accordance with the terms of this Agreement shall not infringe the rights (including without limitation any Intellectual Property Right or other proprietary rights, moral rights and privacy rights) of any third party and shall not be defamatory of any third party.
- 7.7 The Advertiser acknowledges that the Intellectual Property Rights of Adogo and its Affiliates, all content, software and other materials existing on Adogo's television channels, websites and any other advertising property owned or operated by Adogo and/or its Affiliates, are as between the Advertiser and Adogo, the exclusive property of Adogo and/or its suppliers, and that the Advertiser has not and will not acquire any proprietary rights by reason of this Agreement. Any use by the Advertiser of the foregoing and any publicity about Adogo and/or its Affiliates, the programmes and/or promotions provided by Adogo and/or its Affiliates shall first be approved by Adogo.

7.8 The Advertiser hereby grants and warrants to Adogo, for the duration of this Agreement, the right to include the display of Adogo's own trademarks, logos and advertisements in the performance of Adogo's obligations under this Agreement. Adogo warrants that it has all rights in and to its advertisements, trademarks and logos and that Adogo's provision of the Services in accordance with the terms of this Agreement shall not infringe the rights (including without limitation any Intellectual Property Right or other proprietary rights, moral rights and privacy rights) of any third party and shall not be defamatory of any third party.

8 PERSONAL DATA

8.1 The Advertiser confirms that it has read and understood the Adogo Personal Data Protection Policy, which may be found at <http://www.Adogo.com.sg/legal/PrivacyPolicy-1115.pdf>

8.2 Adogo reserves the right to refuse, suspend, withdraw, change, modify or terminate the provision of any Service immediately at any time if it deems that its provision or continued provision of such Service will or is likely to cause either Adogo or any of its Affiliates to be in breach or potential breach of the PDPA.

9 CHANGE CONTROL

9.1 Adogo may from time to time change these General Terms and Conditions and any of the Service Specific Terms and Conditions and/or such other terms and conditions agreed or accepted by the Advertiser and/or Agent (including without limitation, tariffs, Charges, pricing table and payment terms).

9.2 Adogo may also from time to time withdraw, suspend, change or modify any of the Services.

9.3 Adogo will endeavour, where reasonably practicable, to give the Advertiser reasonable advance notice of such changes, through written notice, electronic mail, bills, the Adogo website or such other form as Adogo may deem appropriate. The Advertiser agrees that the display of the revised Terms and Conditions (including the Service Specific Terms and Conditions) on the Adogo website will constitute notice of the changes. The Advertiser's and/or the Agent's continued use of the Services will constitute acceptance of the changes.

10 DISCLAIMER AND EXCLUSION OF LIABILITY

Adogo does not warrant or guarantee that the Services will be provided in a continuous, uninterrupted or error-free manner. The Services are provided on an "as is" and "as available" basis and the Advertiser and Agent accept that their use of the Service or reliance on the Service is solely at its/their own risk. To the fullest extent permitted by law. Adogo expressly disclaims warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. No advice or information whether oral or written, obtained by the Advertiser and/or the Agent from Adogo or through the Services will create any warranty not expressly set out in this Agreement.

11 REPRESENTATIONS AND WARRANTIES

11.1 The Advertiser and Agent each represents and warrants that:

- (a) it is authorised to enter into and perform this Agreement;
- (b) it has the right to permit Adogo to display, communicate, broadcast, transmit, print, publish or upload the content and Materials;
- (c) any and all content and Materials (including but not limited to music and/or any sound recording comprised therein) submitted to Adogo for display, advertising, production, transmission, printing, publication or uploading shall not contain any content or material which may:
 - (1) be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance or harassment to any party;
 - (2) contain false or untrue claims or representations regarding any product or service;
 - (3) mislead or cause misrepresentation or confusion to members of the public;
 - (4) infringe any intellectual property rights or proprietary rights (including but not limited to copyrights and music rights) of any party;
 - (5) violate any applicable law, regulation, code of practice, guideline or policy including but not limited to the Censorship Requirements, the Media Development Authority's Advertising Code, the Singapore Code of Advertising Practice, the Children's Code for Advertising Food and Beverage Products and any other similar advertising codes, guidelines and policies that may be in effect from time to time;
 - (6) market or promote any fraudulent, illegal or improper purpose, product or service;
 - (7) disrespectful of any local customs or standards in Singapore;
- (d) any and all content and Materials submitted to Adogo for display, communication, advertising, production, transmission, printing, publication or uploading shall comply with such advertising and sponsorship guidelines prescribed by Adogo from time to time;
- (e) any and all content and Materials submitted to Adogo for display, communicating, advertising, production, transmission, printing, publication or uploading, where it relates to food and/or beverage, shall (i) comply with the Children's Code for Advertising Food and Beverage Products; and (ii) shall have a duly issued Nutrition Criteria Compliance Certificate;

- (f) it has, and will continue, (at its own costs) to clear, obtain and maintain all necessary consents, licences, permits and/or rights (including but not limited to all copyrights and music rights) which may be required for Adogo to display, broadcast, transmit, print or upload the content and Materials; and
- (g) the Advertiser is authorised and has all necessary consents, rights and approvals for the appointment of the Agent as its authorised representative for the purpose of this Agreement.

12 INDEMNITIES

- 12.1 The Advertiser and its Agent shall jointly and severally defend and indemnify Adogo, its Affiliates, directors, officers, employees and agents against any and all Liabilities arising out of or in connection with: (i) the content or messages displayed, communicated by Adogo and its Affiliates in the course of providing the Services; (ii) the Advertiser's use of Adogo's Services; and (iii) the negligence, omission, act or breach of any representation, warranty, covenant, undertaking, condition or agreement herein by the Advertiser or its Agent.
- 12.2 If the Advertiser or Agent has any right, claim or action against any third party or is defending any claim or action from any third party arising out of or in connection with any Material submitted to Adogo for communicating, broadcasting, transmission, printing, publication or uploading, the Advertiser shall (i) pursue (or as the case may be, defend) such right, claim or action independently of and without recourse to Adogo; and (ii) defend and indemnify Adogo, its Affiliates, directors, officers, employees and agents from any and all Liabilities arising out of such right, claim or action. Without prejudice to the foregoing, Adogo shall not be liable to any third party for any promises, representations, warranties or statements made by or on behalf of the Advertiser or Agent arising out of or in connection with the content and Materials. The Advertiser and its Agent shall jointly and severally defend and indemnify Adogo, its Affiliates, directors, officers, employees and agents against any and all Liabilities arising out of or in connection with such promises, representations, warranties and statements and against any third party claims, actions or proceedings.
- 12.3 Without limitation, this indemnity shall extend to any interest, fees or other sums whatsoever paid or payable and to any loss (including loss of profit), premium, penalty or expense which may be incurred by Adogo.
- 12.4 If and to the extent that any part or provision of this Clause is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other part or provision and this Clause shall be interpreted and construed to give it the fullest possible effect in law.

13 LIMITATION OF LIABILITY

- 13.1 No Party shall, under any circumstance, have any liability for loss of profits, loss of revenues or any special, incidental, indirect, consequential, punitive or exemplary damages, even if the Party has been advised of the possibility of such damages.
- 13.2 Nothing in this Clause 13 shall limit a Party's liability to the other Party for:
 - (a) death or personal injury resulting from either Party's negligence;
 - (b) fraud, fraudulent misstatement or fraudulent misrepresentation;
 - (c) infringement of Intellectual Property Rights; or breach of Clauses 8, 11 or 14.
- 13.3 Except as set out in this Agreement, Adogo expressly excludes all other liability it may have to the Advertiser and/or Agent, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for Adogo's benefit and that of other Service Providers whose networks are connected to each other or to the Adogo network, all companies, directly or indirectly owned, wholly or partly owned or controlled by Adogo or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom Adogo or these parties are responsible ("the Relevant Parties") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement between the Parties.
- 13.4 If Adogo or any of the Relevant Parties are liable to the Advertiser and/or Agent, and Adogo and/or the Relevant Parties cannot for any reason rely on the exclusion of liabilities under Clauses 10, 13.1 and 13.3, then in no event will Adogo's and/or the Relevant Parties' aggregate Liability suffered or incurred by both the Advertiser and the Agent arising out of or in connection with this Agreement (whether in contract, tort (including negligence), strict liability in tort or by statute or otherwise) be greater than 50% of the Total Contract Value of the relevant Service provided by Adogo. The Liabilities incurred by Adogo and its Affiliates under this Clause may, at their option, be discharged by Adogo by means of credit for such other Services as may be determined by Adogo at its sole discretion.
- 13.5 The Parties acknowledge and agree that the limitations contained in this Clause are reasonable in all the circumstances and that each Party has taken independent legal advice.

14 CONFIDENTIALITY

- 14.1 Each Party ("the Receiving Party") agrees to keep confidential any Confidential Information of the other Party ("the Disclosing Party") and shall not use or disclose the Confidential Information or any part of it to any person (other than their directors, officers, employees, representatives and agents, their professional representatives or advisers on a need-to-know basis and provided they agree to be bound by confidentiality obligations no less onerous than this Clause, or as may be required by law or any legal or Government Authority) without the prior written consent of the Disclosing Party.

- 14.2 Without prejudice to the generality of Clause 14.1, each Party shall ensure that all Confidential Information generated or obtained in pursuance of this Agreement shall not be used for any purpose other than the fulfilment of its obligations herein. Each Party shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information.
- 14.3 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that the Disclosing Party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Clause, in addition to any damages or other remedy to which it may be entitled.
- 14.4 The obligations of the Parties contained in this Clause shall continue in force notwithstanding the expiry or termination of this Agreement for a period of two (2) years after such expiry or termination.

15 TERMINATION

- 15.1 Notwithstanding any provision of this Agreement, Adogo shall be entitled to terminate this Agreement at any time by giving the Advertiser or the Agent at least fourteen (3) days prior written notice.
- 15.2 Without prejudice to any other remedies either Party may have under this Agreement or at law, either Party shall have the right at any time to immediately terminate this Agreement by written notice to the other Party on the occurrence of any of the following events:
 - (a) if the other Party fails to observe and/or to perform any of its obligations under this Agreement and does not rectify the failure within fourteen (3) days of written notice by the non-defaulting Party (which shall include a delay or failure by the Advertiser to make payment under this Agreement);
 - (b) if the other Party becomes insolvent or bankrupt, or has a winding up petition filed against it which is not dismissed within thirty (30) days, or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or has distress or execution proceedings levied on its properties or assets, or has a liquidator, receiver, judicial manager or special manager or anything analogous to the foregoing appointed over the undertaking or property of the other Party, or ceases to carry on business or makes any special arrangement or composition with its creditors; or
 - (c) where a Force Majeure Event exceeds the Force Majeure Period.
- 15.3 Expiry or termination of this Agreement shall be without prejudice to the rights, obligations and/or Liabilities of the Parties which may have accrued up to the date of such expiry or termination.
- 15.4 Upon any expiry or termination of this Agreement, each Party shall and shall procure that their respective employees, agents and subcontractors forthwith:
 - (a) deliver up to the other Party all copies of other Party's Confidential Information and any information and data supplied by or obtained from the other Party for the purposes of this Agreement; and
 - (b) deliver up to the other Party all Intellectual Property in the possession or control of the first Party, and certify to the other Party that all of the above have been duly executed.

16 EFFECT OF TERMINATION

- 16.1 Upon termination of this Agreement, (i) Adogo shall cease to provide the Services to the Advertiser and the Agent herein; and (ii) the Advertiser shall pay all amounts due and owing under this Agreement including the unutilized portion of the Total Contract Value up to the date of the expiry, all such amounts shall become immediately due and payable. The Advertiser acknowledges and accepts that the requirement for it to pay for unutilized portion of the Total Contract Value required under this Agreement is a genuine pre-estimate of the damages that is suffered by Adogo as a result of such termination, and not a penalty. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
- 16.2 The following provisions shall apply on and after notice of termination:
 - (a) those Clauses and provisions which by their nature should survive termination shall continue to survive including without limitation Clauses 1, 6, 7, 8, 10, 12, 13, 14, 15.3, 15.4, this Clause 16, 20, 21, 22 and 26;
 - (b) the Parties shall continue to perform or comply with those obligations under this Agreement which are not affected by termination;
 - (c) any claim which either Party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination or suspension shall not be affected or prejudiced and all rights of suspension or termination under this Agreement are in addition to and separate from any other rights of each Party at law.

17 NO PARTNERSHIP

This Agreement is not intended to, nor shall be deemed to constitute or operate to create a partnership or joint venture or contract of employment of any kind between the Parties or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18 RIGHT TO ASSIGN AND SUB-LICENCE

- 18.1 Neither Party shall be entitled to assign at law or in equity (including by way of a charge or declaration of trust), sub-license, transfer and/or deal in any other manner with this Agreement or any of its rights under this Agreement and/or sub-contract any or all of its obligations under this Agreement or purport to do any of the same without the prior written consent of the other Party (such consent not to be unreasonably conditioned, withheld or delayed) provided that Adogo shall be entitled to assign at law or in equity (including by way of a charge or declaration of trust), sub-license, transfer and/or deal in any other manner with this Agreement or any of its rights under this Agreement and/or sub-contract any or all of its obligations under this Agreement to any Affiliate without further notice to the Advertiser or Agent. Any purported assignment in breach of this Clause shall confer no rights on the purported assignee.
- 18.2 Each Party shall execute such agreements or documents as the other Party may reasonably require, to give full effect to the assignments, agreements, sub-licences, transfers and/or sub-contracts referred to in this Agreement.

19 SERVICE LIMITATIONS

- 19.1 The Advertiser accepts that the average mileage of 1,500 kilometres travelled per month per vehicle quoted by Adogo for advertisements placed on vehicles is an estimate and that the total mileage travelled by vehicles in the Advertiser's campaign is subject to multiple events and conditions outside of Adogo's control and thus shall not hold Adogo liable for any shortfall in campaign mileage travelled.
- 19.2 Facebook sharing by Adogo's Drivers and Advertising Partners shall be deemed as a bonus benefit to Advertisers. Adogo shall endeavour to request its Drivers and Advertising Partners to share their participation in Advertisers' campaigns through their personal Facebook accounts. However, Adogo cannot guarantee that its Drivers and Advertising Partners will do so.
- 19.3 Adogo does not warrant that advertisements placed on vehicles shall be in perfect condition at all times. Adogo shall conduct random quality control spot checks on its Drivers and Advertising Partners. Should the advertisement sticker be found to be peeled off or damaged, we will endeavour to replace the advertisement sticker or vehicle car as soon as possible.
- 19.4 In the event that Adogo's Driver or Advertising Partner's vehicle becomes involved in an accident, Adogo shall replace the advertisement sticker or change to another Driver or Advertising Partner at its own cost. If Adogo becomes aware that the vehicle involved in the accident is in such a state that it has to be taken out of service, Adogo shall arrange for the advertisement to be displayed by another Driver or Advertising Partner within 48 hours of such knowledge.
- 19.5 The Advertiser accepts that quality and installation of advertisement stickers provided by Adogo and its agents will be on a best effort basis. The quality of the advertisement stickers provided may have slight variations from the artwork provided or approved by the Advertiser and that the quality of installation can vary between different vehicles.
- 19.6 As each vehicle in the same advertisement campaign may be of a different model and make, Adogo reserves the right to modify the advertisement sticker design slightly in order to fit each vehicle.
- 19.7 The Advertiser accept that the route taken by Adogo's Driver or Advertising Partner may differ from the stated route on occasion.
- 19.8 Targeted locations selected by Advertisers will be served by Adogo's match of past recorded vehicle routes taken, and Drivers or Advertising Partners' declared routes, on a best effort basis.
- 19.9 Should the Advertiser desire to extend the Advertisement campaign period, the Advertiser is required to provide Adogo with a written request at least 14 days prior to the end of the active Advertising campaign.
- 19.10 Advertiser's request for specific vehicle make and models are subject to availability. Adogo will endeavour to fulfill the Advertiser's request so as to commence service delivery as soon as possible.
- 19.11 Adogo's Drivers and Advertising Partners' information are confidential and will not be made available to the Advertiser except for car plate, age and profession.

20 FORCE MAJEURE

- 20.1 If the performance of this Agreement by either Party is prevented, hindered or delayed by reason of a Force Majeure Event then that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such cause or circumstance and this Agreement shall be suspended for so long as and to the extent that any such cause or circumstance prevents, hinders or delays performance of this Agreement.
- 20.2 For the avoidance of doubt, neither lack of funds nor a default or misconduct by any personnel of the Advertiser or Agent or third party employed or engaged as an agent or independent contractor by the Advertiser or Agent claiming a Force Majeure Event shall be a cause beyond the reasonable control of that Party unless caused by events or circumstances which are themselves Force Majeure Events shall constitute Force Majeure Events.
- 20.3 A Party suffering a Force Majeure Event shall promptly notify the other Party of the nature and extent of the Force Majeure Event and notwithstanding Clause 20.1, if it prevails for the Force Majeure Period, the other Party may, at its option, give written notice to the Party so prevented to terminate this Agreement forthwith in which case neither Party shall have any liability to the other except that rights and Liabilities which accrued prior to such termination shall continue to subsist.

21 PRESS RELEASE AND PUBLICITY

- 21.1 Save and except for the Services provided under this Agreement, no Party shall issue any press release or media statement relating to or regarding the existence, subject matter of or terms of this Agreement without the prior written consent of the other Party except as required by law or by any Government Authority.
- 21.2 Save and except for the Services provided under this Agreement, no Party shall create, publish, distribute, or permit any written materials, which makes reference to the other Party without the prior written consent of the other Party.

22 NOTICES

- 22.1 Unless otherwise agreed, all notices, demands, requests and other communications given under this Agreement (collectively, "Notices") shall be in writing, signed by or on behalf of the Party giving it and in the English language. Notices shall be sent or delivered to the respective addresses set forth in the Advertising Contract or such other address as the intended recipient shall notify the sender in writing.
- 22.2 Notices shall be deemed received:
- (a) in the case of hand delivery, on the day of delivery;
 - (b) in the case of pre-paid post, within three (3) days of such posting. To this end, proof that the envelope containing such Notice was properly addressed and posted as prepaid post shall be sufficient evidence that such Notice was received;
 - (c) in the case of registered mail or courier, upon written acknowledgement of receipt; and
 - (d) in the case of facsimile, it will not be accepted;
 - (e) electronic mail notices may be sent and subjected to receive only if Adogo management replied to the electronic mail.

23 GIFTS, INDUCEMENTS OR REWARDS

The Advertiser and the Agent each hereby warrants and represents that:

- 23.1 it shall comply with Chapter IX of the Singapore Penal Code (Cap. 224) and the Prevention of Corruption Act (Cap. 241);
- 23.2 without prejudice to Clauses 22.1(a) and (b) above, in carrying out its obligations under this Agreement, neither the Advertiser nor the Agent shall not directly or indirectly seek, receive or obtain from and/or offer, give or agree to give to any person or organisation any gift or consideration of any kind including any discount, rebate, commission, bribe, kickback or other inducement or corrupt payment (whether in cash or in kind), for the purpose of inducing or rewarding any favourable action by any person in relation to or in connection with this Agreement or in relation to any commercial transaction.
- 23.3 Notwithstanding any provision in this Agreement, in the event Adogo has reason to believe that a breach of any of the representations and warranties in this Clause has occurred or will occur, Adogo may (i) suspend or terminate Adogo's performance under this Agreement; and (iii) recover from the Advertiser or the Agent any loss resulting from the aforesaid suspension.

24 CONCLUSIVE OF RECORDS

In the absence of fraud or manifest error, subject to Clause 6.8 above, all Adogo records relating to the Services are conclusive evidence of the accuracy, completeness and truth of all matters stated therein.

25 OTHER PROVISIONS

- 25.1 This Agreement, and the documents referred to in it, contains the entire agreement and understanding of the Parties with respect to the subject-matter herein and supersedes any and all prior agreements, arrangements, understanding, promises, covenants, representations and communications between the Parties, whether written or oral, with respect to the subject-matter herein. Each Party acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 25.2 Subject always to Clause 9, this Agreement (or any document entered into pursuant to or in connection with this Agreement) may not be modified or changed nor may any provision be waived, except in writing signed by each of the Parties.
- 25.3 No failure to exercise, nor any delay in enforcing, exercising, on the part of either Party, any right, power, privilege, claim or remedy under this Agreement or by law shall be deemed or construed to operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege, claim or remedy prevent any further or other exercise thereof or the exercise of any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 25.4 Each Party undertakes with the other Party that it will do such acts and things as the other Party may reasonably require for the purpose of giving to it the full benefit of this Agreement.
- 25.5 Any liability to either Party may in whole or in part be released, compounded or compromised, or time or indulgence given, by that Party in its absolute discretion without in any way prejudicing or affecting its other rights against the other Party.

- 25.6 If a court, administrative body or tribunal of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
- 25.7 A person who is not a Party to this Agreement shall not have any right to enforce any provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B).
- 25.8 This Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

26 GOVERNING LAW AND JURISDICTION

- 26.1 This Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 26.2 Without prejudice to the foregoing, the Parties may at any time, seek to settle any dispute arising out of or in connection with this Agreement by submitting the dispute to the Singapore Mediation Centre for resolution by mediation, in accordance with the mediation procedure of the time being in force. The Parties agree to participate in the mediation in good faith.

Last updated: June 2016