

FIRST PAGE DIGITAL PTE. LTD.

TERMS OF BUSINESS

By accessing and using the Service(s) provided by First Page Digital Pte. Ltd. (the "Company"), the client of the Company (the "Client") accepts and agrees to be bound by the terms and provisions contained in this document ("Agreement"). For the purposes of this Agreement, the Client and the Company shall collectively be referred to as the "Parties".

GENERAL TERMS

1. Terms of Agreement

- 1.1 The Client agrees that this Agreement shall continue for a period as shall be agreed between the Company and the Client (the "term") in writing from the date of this Agreement.
- 1.2 Once the "term" as set out in the Service Agreement is reached, the campaign will continue to roll on a monthly basis until the Client provides the Company thirty (30) calendar days' written notice of its intention to terminate this Agreement.
- 1.3 The Client shall determine which Services it requires and shall enter into an individual service agreement with the Company detailing the exact scope of services required by the Client ("Service Agreement").
- 1.4 This Agreement shall be an addendum to the Service Agreement and this Agreement and the Service Agreement shall be read and construed as one document (i.e. this Agreement shall be construed to be part of the Service Agreement). In the event of any conflict between the terms of this Agreement and the Service Agreement, the terms of the Service Agreement shall prevail to the extent of such conflict.
- 1.5 Any additional work not having been previously agreed to by the Client and the Company in writing (pursuant to the Service Agreement) shall be required to be agreed to in writing by both Parties. The Company shall have the right to charge additional fees for the respective additional scope of work as agreed upon between the Parties from time to time. The additional work and additional fees shall be set out in an addendum or a new Service Agreement and signed by both Parties.

2. Company's Obligations

Assignment of Account Manager

- 2.1 An account manager (who is an employee of the Company) shall be assigned by the Company.
- 2.2 The account manager shall be responsible for communicating with the client and optimising the digital marketing campaigns with the in-house execution team based on the Service Agreement and Client's expectations;

Provision of Services

2.3 During the term, the Company shall:

- a) provide the Services to the Client in accordance with the requirements of this Agreement and the Service Agreement;
- b) perform the Services with all due care, skill and ability;
- c) promptly notify the Client of any expected delays or problems in providing the Services and any circumstances that may prevent proper and timely delivery of the Services;
- d) upon the Client's reasonable request, promptly provide such information and reports of the Company in connection with the progress of performing the Services;
- e) comply with all laws and regulations applicable to the Services, including those relating to anti-bribery, anti-corruption and data protection.

3. Client's Obligations

Payment for Management Fees, Media Spend and Expenses

- 3.1 The Client shall pay the Company the relevant fees upfront as shall be advised by the Company in writing, in consideration for the performance of Services ("Management Fees").
- 3.2 The Management Fees may be made by the Client to the Company by way of bank transfer, cheque, PayPal, PayNow or online direct debit via the Company's secure online payment portal.
- 3.3 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.4 The Company shall commence the provision of the Services, the scope of which has been agreed in the Service Agreement, to the Client upon receipt of the Client's first payment. Thereafter, the Client shall pay the balance of the Management Fee within seven (7) calendar days upon receipt of ongoing invoices issued by the Company.
- 3.5 Where the Client fails to make payment to the Company in accordance with the terms of this Agreement, then the Company shall at its sole and absolute discretion, have the right to collect late-payment charges of five per cent (5%) per month on any outstanding balances of the Management Fee(s).
- 3.6 The Client acknowledges and agrees that the Client shall not be entitled to any refunds once the payment has been made to the Company by the Client except subject to Section 14 of this Agreement.

Compliance with Timelines

3.7 The Client undertakes that it shall comply with the timelines agreed upon between the Company and the Client in order to avoid any delay whatsoever with regards to the approval processes, content uploading, content approval and/or web development implementation.

4. Foreign Exchange Rates

4.1 Where any of the Management Fees payments under this Agreement involves a cross-border transaction, the relevant exchange rate shall apply as follows:

- a) The exchange rate as at the date of invoice shall be applicable.
- b) The Client shall use an exchange rate as prescribed by a bank based in Singapore.
- c) The Company shall specify the exact exchange rate (either the average exchange rate or bank rate) on invoicing.

5. Intellectual Property

5.1 The Client further represents and warrants that the Client shall not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any content created or provided by the Company, unless the Company has given the Client express written consent to do so.

5.2 For the purposes of this clause,

“**IP**” (Intellectual Property) means advertisement copy, creative assets, patents, copyright, trademarks, service marks, trade names, domain names, logos, get-ups, inventions, registered and unregistered design rights, database rights, industrial design, trade secrets and processes and all other intellectual property rights.

“**Background IP**” means IP in or in connection with the Services which is created prior to or independently of this Agreement.

“**Foreground IP**” means IP (including future IP) which results from or is generated pursuant to or for the purpose of this Agreement (including but not limited to the IP rights vested in the campaign concepts, structure and creatives and the copies thereof).

5.3 Nothing in this Agreement shall affect any person’s right to own or licence Background IP.

5.4 Unless otherwise stated in this Agreement, all Background IP and Foreground IP created by the Company shall vest in the Company. All Foreground IP created by the Company shall be transferred to the Client at the end of the full contract term.

6. Data Protection

6.1 The data collected during the term of this Agreement (including but not limited to the Client’s customer database, and the names, email addresses and phone numbers of the leads generated) shall be exclusively used for the Client and for the purposes of providing the services under this Agreement.

The Company shall comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Personal Data Protection Act 2012 (the "PDPA") of the laws of the Republic of Singapore.

6.2 The Company shall:

- a) in relation to the discharge of its obligations under this Agreement, comply with the PDPA;
- b) ensure that personal data is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- c) not use personal data other than for the purpose of performing its obligations under this Agreement, unless required or authorised by law;
- d) not disclose personal data without the prior written consent of the Client, unless required or authorised by law;
- e) not transfer any personal data outside of Singapore without the prior written consent of the Client;
- f) immediately notify the Client if the Company becomes aware that disclosure of certain personal data is or may be required or authorised by law; and
- g) comply with such other privacy and security measures as reasonably advised by the Client to the Company in writing from time to time.

6.3 Nothing in this Clause is intended to limit any obligation of the Company under the PDPA, that the Company may have as an organisation with respect to personal data.

7. Confidentiality

7.1 For the purposes of this Agreement, "Confidential Information" in relation to each Party, means any information (whether or not stated to be confidential or marked as such) which it discloses to another Party, or which the other Party obtains from that Party, either orally or in writing or by any other means, under or in connection with this Agreement including:

- a) information which relates to the Parties;
- b) information which relates to the existence and the provisions of this Agreement or of any agreement entered into pursuant to this Agreement; or
- c) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information.

7.2 Each Party for the purposes of enforcing the terms or obligations under this Agreement, undertakes that it shall keep confidential and shall not at any time disclose to any person any information howsoever acquired in connection with this Agreement and any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, unless the

disclosure of such information is expressly permitted by the prior written consent in writing by the other Party or is necessary

7.3 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

7.4 Notwithstanding Clause 8.1, the confidentiality obligations shall not apply to:

- a) any information obtained from any Party hereto which becomes generally known to the public, other than by reason of breach of this Agreement or other legal obligation(s) or through any wilful or negligent act or omission of any Party hereto or any of his agents, advisers, directors, officers, employees or subcontractors;
- b) any information lawfully in the possession of any Party or already known to any Party on a non-confidential basis prior to that Party receiving or obtaining such information as a result of entering into this Agreement, as evidenced by written records;
- c) any information which is required to be disclosed pursuant to any applicable laws or directives of any relevant government or to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council); and
- d) any information disclosed by any of the Parties to their respective bankers, financial advisers, consultants and legal or other advisers for the purpose of this Agreement.

8. Dispute Resolution

8.1 In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or its subject matter ("**Dispute**"), the parties shall first refer the Dispute to a senior officer or Director of each party (each, an "**Officer**") for an amicable resolution of the Dispute.

8.2 Where such Dispute is not resolved by agreement between the senior officers or Directors within thirty (30) calendar days after the date of referral of the Dispute, the Parties shall proceed to mediation *at the Singapore Mediation Centre*.

8.3 Notwithstanding any other clause of this Agreement, either Party shall be entitled to commence proceedings in the Small Claims Tribunal in the event of the Dispute being not resolved by agreement between the senior officers or Directors within thirty (30) calendar days after the date of referral of the Dispute.

9. Termination

9.1 The Client shall give feedback on the Company's Services within the timeframe as stated in the timeline provided by the Company in writing to avoid delays, and the Client shall not terminate this Agreement for any reason whatsoever within this stipulated time frame.

The Company shall have the sole and absolute right to terminate this Agreement in lieu of failed internal settlement and/or mediation (regardless of whether legal proceedings have

commenced) in accordance with the Dispute Resolution mechanism set out under this Agreement in any of the following circumstances:

- a) the Client does not contact and/or respond to requests by email or telephone within ten (10) Business Days;
- b) the Client's instructions deviate from this Agreement and/or the Client refuses to pay any additional fees where required to do so, for any additional work required by the Client from the Company;
- c) the Client fails to provide content, and/or any additional information requested by the Company within the reasonable deadlines stated; and
- d) the Client has outstanding invoice(s) that have been unpaid for a period of more than thirty (30) days from the date of invoice.

9.2 For the purposes of this Agreement, "Business Day" shall refer to a day other than a Saturday, Sunday or public holiday in Singapore, on which banks are open in Singapore for general commercial business.

9.3 In the event of any of the above stated occurrences under Clause 11.1, the Company may terminate this Agreement by giving seven (7) calendar days' prior written notice. Should the Company proceed with a termination, the Client shall be liable to pay the Company fifty percent (50%) of the remaining balance up till the first free option to exit ("Balance Payment") to be fulfilled under this Agreement and the Service Agreement.

The Client acknowledges that this is due to the Company oftentimes providing some of its Services upfront (e.g. campaign set-ups, SEO onsite & content optimization) but allow for payment to be amortised over a period of time and the Client hereby agrees that the Balance Payment to the Company upon termination, is reasonable and fair in the given circumstances.

9.4 Either party may terminate this Agreement by giving the other one (1) month's written notice at any time before the expiry of the "term". In the event that the Client terminates the Company's Services during the period covered by the "term", the Client agrees that it shall be liable for and shall pay the Management Fee for fifty percent (50%) of the Balance Payment to be fulfilled under this Agreement and the Service Agreement.

The Client acknowledges that this is due to the Company oftentimes providing some of its Services upfront (e.g. campaign set-ups, SEO onsite & content optimization) but allow for payment to be amortised over a period of time and the Client hereby agrees that the Balance Payment to the Company upon termination, is reasonable and fair in the given circumstances.

9.5 Either party may terminate this Agreement immediately upon written notice to the other party, if:

- a) a party or any of its personnel commit any act of fraud or dishonesty in relation to this Agreement; or
- b) if a party becomes insolvent. For avoidance of doubt, the Client is obliged to pay up any outstanding invoices from the Company even if it becomes insolvent.

- 9.6 Where this Agreement is terminated, termination shall be without prejudice to any rights and obligations of the Parties that have accrued prior to such termination and any obligations which expressly or by implication is intended to come into or continue in force on or after such termination.
- 9.7 Upon termination or completion of this Agreement, the following shall apply:
- a) each Party shall immediately return all Confidential Information received from the other Party for the purpose of this Agreement and all documents and copies thereof produced in the course of performing its obligations under this Agreement;
 - b) each Party shall securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever; and
 - c) upon completion of the obligations under Clauses 11.8(a) and 11.8(b), provide a written confirmation that it has complied with Clauses 11.8(a) and 11.8(b)
- 9.8 Nothing in this Clause 14 shall be deemed to prejudice any other rights or remedies available to each Party against the other Party for any breach of the other Party's obligations whether under this Agreement or at law or in equity.
- 9.9 In the event of expiry or termination of this Agreement, the Company shall not suspend, change and/or retain usernames and passwords owned by the Client.
- 9.10 In the event that Client's campaign has not commenced and the Client chooses to terminate the Agreement anytime after the initial Management Fees payment has been made, the Client will be charged fifteen percent (15%) of the total contract value as the handling fee.

10. Notices

Any notice to be given by either Party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by email, hand, prepaid registered post or through a delivery service and/or courier at that Party's address stated in the Service Agreement or any other address(es) which that Party may have intimated the other Party for this purpose in accordance with the provisions of this clause.

11. Limitation of Liability

- 11.1 Notwithstanding any other clause of this Agreement, neither Party shall have any liability to the other Party for indirect or consequential loss which means any of the following howsoever caused or arising, whether under common law, equity or contract, by virtue of any fiduciary duty, in tort (including negligence) as a consequence of breach of any duty (statutory or otherwise), or under any other legal doctrine or principle whatsoever, irrespective of whether recoverable in law or equity:
- (a) loss or deferment of revenue, use, production or profit;
 - (b) losses associated with business interruption including wasted overheads and loss of anticipated savings;
 - (c) loss of bargain, contract, expectation or opportunity;

- (d) any loss, claim or expense which arises out of or is connected with the sale, disposal, exchange or use of, or the transportation or processing of, any production;
- (e) any increase in operating or other costs except as specifically provided for elsewhere in this Agreement; and
- (f) all special, indirect, punitive, exemplary and/ or consequential losses or damages of any nature whatsoever.

11.2 In any event, the Company's aggregate liability under this Agreement, in tort and at law, under all circumstances, shall be limited to 100% of the Management Fee paid-up to date.

12. Non-Employment of Staff

No Party shall offer any form of employment or attempt to employ the other Party's staff whilst using the Company's services, or within twelve (12) months of ceasing the Company's services.

13. Force Majeure

If the ability of either Party to perform its obligations under this Agreement or any other hereunder, and except in respect of payments due hereunder, is limited, delayed or prevented in whole or in part by reason of any cause or event beyond the control of such party including but without limitation, pandemic, fire, storm, tempest, explosion, accident, breakdown of plant or machinery, strike and/or industrial dispute, war, civil strike or commotion, act of foreign enemy, hostilities (whether war be declared or not), law or act of or authorised by a government ("Event of Force Majeure"), such Party shall be excused, discharged or released without penalty or liability from its obligations under this Agreement to the extent and for the period that such performance is so limited, delayed or prevented. Provided always such Party shall take all steps reasonably possible to mitigate damages caused by such failure or delay. Notwithstanding the foregoing, if the Event of Force Majeure exceeds ninety (90) calendar days in duration, either Party shall have the right at anytime thereafter during the continuance of such failure or delay, to terminate this Agreement by giving thirty (30) days' written notice thereof to the other Party.

14. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties

15. Severability

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

16. Rights of Third Parties

A person who is not a party to this Agreement shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any of the terms contained within this Agreement.

17. Entire Agreement

This Agreement, read together with the Service Agreement, sets out the entire agreement between the Parties in respect of subject matter of this Agreement and supersede any other previous draft, agreement, arrangement or understanding, whether in writing or not, relating to its subject matter.

18. Cumulative Remedies

The provisions of this Agreement, and the rights and remedies of the parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies a party may have at law or in equity; no exercise by a party of any one right or remedy under this Agreement, or at law or in equity, shall operate so as to hinder or prevent the exercise by it of any other such right or remedy.

19. Waiver

No failure to exercise, or delay in exercising, any right pursuant to this Agreement or provided by law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by law shall not preclude any further exercise of it.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

ANNEXES

In addition to the general terms set out under this Agreement, further specific terms governing each Service have been set out under **Annexes A to I** of this Agreement.

The scope of services that the Company is able to provide to the Client are as follows (collectively, the "Services", and each a "Service"):

- a) Annex A: Google advertising ("Google Advertising Services")
- b) Annex B: Social media advertising ("Social Media Advertising Services")
- c) Annex C: Advertising on all other platforms ("Other Advertising Services")
- d) Annex D: Landing page design and development ("Landing Page Design & Development Services")
- e) Annex E: Search engine optimisation campaign ("SEO Campaign Services")
- f) Annex F: Premium content writing ("Content Writing Services")
- g) Annex G: Online reputation management ("ORM Services")
- h) Annex H: Creative services ("Creative Services")

The Client acknowledges that the Company makes no warranty that any of the Services provided by the Company will generate any increase in sales, business activity, profits or any other form of improvement for the Client's business or any other purpose.

PERFORMANCE CAMPAIGNS

21. Platforms and Channels (Applicable to Annexes A, B and C)

- 21.1 The Company shall use all reasonable endeavours to deliver the Services via the relevant platforms which includes Google, Meta (Facebook and Instagram as an integrated platform), TikTok and LinkedIn (collectively, the “Platforms”).
- 21.2 The Client acknowledges that each Platform may have multiple channels (e.g. Google Search Ads, Google Youtube Ads, Google Discovery Ads – the “Channels”), and the **Company shall charge separate Management Fees for each Channel as each Channel requires individual campaign set-ups and optimization work.**
- 21.3 Prior to signing the Service Agreement for any of the Additional Services, the Client shall in writing, scope the number of target markets and/or countries as well as the Channels they would like to engage. Where the Client is unable to definitively provide the Company with the aforementioned scope prior to signing the Service Agreement and makes changes to such scope after the set-up of the advertising campaign, then the Client shall be liable for any and all additional charges incurred with respect to any changes made. The Client shall at any time approach the Company for advice on all such additional charges.
- 21.4 In any case, the Client agrees that any revisions and/or additions requested (in either scope or time or otherwise) by the Client to the Additional Services must be agreed in writing by the Parties.
- 21.5 Where the Client has requested that the Company create an Ad Account, all Foreground IP created by the Company shall vest in the Company (please refer to clause 5.2 for the definition of Foreground IP).

22. Ownership of Campaign Set-Ups and Ad Accounts (Applicable to Annexes A, B and C)

- 22.1 “Campaign Set-Up” includes all activities undertaken to launch clients’ campaigns, including: ensuring required accesses have been provided for by Client to Company for all channels and relevant analytic accounts (e.g. Google Analytics, Google Tag Manager); checking and implementation of required tracking metrics; holding a campaign kickoff meeting with the assigned Account Manager; creation and/or implementation of ad campaign structure; initial keyword research (if applicable); formulating media plan; etc.
- 22.2 The Client acknowledges that the Campaign Set-Up is proprietary to the Company, and agrees that it shall not in any manner whatsoever utilise, copy, reproduce, assign or transfer any part of the Set-Up without the prior written consent in writing of the Company. The ownership of the Campaign Set-Up is transferred to the Client after the contract ends.
- 22.3 **Where the Company creates an Ad Account** as requested by the Client to run Clients’ ad campaigns **and/or utilizes the Company’s credit card** in paying for the Client’s ad budget:

- a) **the Company remains in ownership of the Ad Account for the duration of the campaign. At the expiry of the contract, the Company will transfer the Google Ad Account(s) to the Client** (ownership of Meta, LinkedIn and TikTok Ad Account are non-transferrable due to the restrictions of these Platforms).
- b) **the Client shall have no access to the Ad Account at any time;** and
- c) the Company shall update the Client on a monthly basis through the month end reporting which is done via written correspondence and a call.

22.4 Where the Ad Account is owned by the Client and the Client's ad budget is paid by the Client's own credit card:

- a) the Client has access to all the Ad Accounts and Campaigns during the contracted period, but the ownership of the IP of the ads and campaign structure belong to the Company during the contracted period, and ownership of this IP is transferred to the Client at the end of the duration of the contracted period.

23. Prepayment of Media Spend (Applicable to Annexes A, B and C)

23.1 Where the Client chooses to prepay the media spend to the Company, the Client shall not be entitled to any refunds for any portion of unused media spend for any such payments made. Any excess amounts shall be carried forward and utilised in the following months at any time during the term.

23.2 Where any of the payments under this Agreement involves a cross-border transaction, the relevant exchange rate shall apply as follows:

- a) The Company shall have the sole and absolute right to state the exchange rate for Media Spend (where applicable). The Company will utilize an exchange rate as prescribed by a bank based in Singapore.
- b) The Company shall specify the exact exchange rate (either the average exchange rate or bank rate) on invoicing.

ANNEX A: GOOGLE ADVERTISING

The following terms relate to the supply of Advertising Services on the Google Platform ("Google Advertising Services") by the Company to the Client.

1. For the purposes of providing these Google Advertising Services, the Client agrees to provide where applicable:
 - a) Google Analytics login details;
 - b) suggested key phrases for key phrase testing and/or
 - c) any ad copy suggestions for ad creation.
2. Targeted audience groups are to be selected with input from the Client and is up to the final discretion of the Company
3. The Client agrees not to make any changes to advertising campaigns at all times to prevent ad budget wastage and effectiveness. The Company shall in no way be liable for any of the outcomes or results in the event the Client has made changes to the advertising campaigns (including but not limited to pausing of the advertising campaign) that the Company has created without consulting the Company and/or without the prior written consent of the Company.
4. For avoidance of doubt, where the Monthly Management Fee is calculated based on a percentage of the advertising budget, then calculation of the Monthly Management Fee shall take into account the monthly actual spend, which includes invalid clicks.
5. The Client hereby acknowledges the following with respect to the Google Advertising Services:
 - a) the Company has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future, and the Client's site may be excluded from any website at any time at the sole discretion of the search engine; and
 - b) key phrases selected for the services must be mutually agreed to in writing by the Client and the Company.

Google Ads that require Creatives (e.g, Shopping, Performance Max, Display, YouTube, Discovery)

1. Where the Company is providing creative design services for the Client's Google advertisements, the Client shall provide all raw materials as requested by the Company (or in the absence of such materials, the Client shall incur additional charges/creative credits for designing such creatives).

ANNEX B: SOCIAL MEDIA ADVERTISING

The following terms relate to the supply of Advertising Services on Social Media Platforms (“Social Media Advertising”) by the Company to the Client.

1. The Company agrees to provide the Client with the Social Media Advertising Services and is authorised to use social media advertising as a means to manage and attempt to improve the performance of the Client’s advertising campaign/s within the Channel(s) as shall be agreed upon between the Parties in writing.
2. For the purposes of providing these Social Media Advertising Services, the Client agrees to provide (where applicable) the respective Channel page log-in details, copy suggestions for ad creation, images, branding files and/or other related documents as shall be requested by the Company from time to time.
3. The Client acknowledges and agrees that:
 - a) each Platform and Channel is run independently and the Company has no control over the policies of each Platform and Channel with respect to the type of sites and/or content that they accept now or in the future;
 - b) targeted audience groups will be selected with input from the Client and is up to the final discretion of the Company;
 - c) the creation of a Facebook/Instagram/LinkedIn/TikTok page shall not be within the scope of the Social Media Advertising Services provided by the Company; and
 - d) where the Company is providing creative design services for the Client’s Social Media Advertisements, the Client shall provide all raw materials as requested by the Company (or in the absence of such materials, the Client shall pay the Company additional charges for designing such creatives).

ANNEX C: OTHER ADVERTISING SERVICES

The following terms relate to the supply of Other Advertising Services by the Company to the Client via other Platforms including but not limited to Yahoo, Carousell, Programmatic, Apple and Microsoft Bing.

1. The Company agrees to provide the Client with the Other Advertising Services and is authorised to use these other Platforms as a means to manage and attempt to improve the performance of the Client’s advertising campaign/s within the Channel(s) as shall be agreed upon between the Parties in writing.
2. For the purposes of providing these Other Advertising Services, the Client agrees to provide (where applicable) the respective Channel page log-in details, copy suggestions for ad

creation, images, branding files and/or other related documents as shall be requested by the Company from time to time.

3. The Client acknowledges and agrees that:
 - a) each Platform and Channel is run independently and the Company has no control over the policies of each Platform and Channel with respect to the type of sites and/or content that they accept now or in the future;
 - b) the Client shall not have any access to the Platform's ad account and the Company shall update the Client on a monthly basis; and
 - c) Media Spend (including all relevant taxes) shall be prepaid to the Company (please refer to Section 23).

ANNEX D: LANDING PAGE

The following terms relate to the supply of Landing Page Design & Development Services by the Company to the Client.

1. The Company agrees to provide the Client with the Landing Page Design & Development Services including:
 - a) a custom designed landing page;
 - b) two (2) rounds of minor design revisions; and
 - c) up to 300 words of copy (unless otherwise provided by the Client).
2. The Client agrees that any delays in design, development and content approval by the Client will result in overall project delays, and the Client further agrees that this shall in no way cause the Company to be liable for any delays in the provision of the Landing Page Design & Development Services by the Company to the Client.
3. For the purposes of providing these services, the Client agrees to provide (where applicable): channel page log in details, copy suggestions, images, branding files and documents.
4. The Client acknowledges that the Company has no control over the policies of channels with respect to the type of sites and/or content that the channel owners (including but not limited to Meta and Google) accept now or in the future.
5. The Client acknowledges and agrees that the Company shall not be obliged to fulfill campaign deliverables upon expiry of the term of this Agreement in the event that there were delays attributable to the Client during the term.

ANNEX E: SEARCH ENGINE OPTIMISATION CAMPAIGN

The following terms relate to the supply of Search Engine Optimisation (SEO) services ("SEO Campaign Services") by the Company to the Client.

1. The Company is authorised by the Client to use (SEO-related) Key Phrases in order to improve the ranking of and/or positioning of the Client's website ("Website") which shall be subject to the SEO Campaign Services within the search engines ("Search Engines")
2. The Client acknowledges and agrees that:
 - a) Key Phrases selected for SEO shall be mutually agreed in writing by the Client and the Company;
 - b) in the event that the Client fails to provide to the Company the correct access logins to the Website (FTP/cPanel/CMS and other forms of access logins relevant to the Website) and/or fails to communicate these details within one (1) month from entering into this Agreement, then the Company shall conduct the onsite audit, and provide a separate report with instructions ("Recommendations") for the Client or a nominated representative (such as a developer) to comply with and implement in accordance with the Recommendations; and
 - c) where there are any delays in SEO onsite completion attributable to the Client, other scope of deliverables (such as local directory listing, Google My Business optimization, content production, link-building) shall continue to be actioned by the Company. The Client therefore agrees that there shall be no pause in the issuance of invoices by the Company pursuant to the terms of this Agreement and the Service Agreement as invoices will automatically recur from campaign kickoff date.
 - d) where the provision of the SEO Campaign Services are delayed in any way whatsoever (including but not limited to a delay in the approval of Key Phrases, content uploading, content approval and/or web development implementation) and such delay is not attributable to the Company, then the Company shall not be liable to the Client for the delay and the Client shall not be entitled to any refund and/or compensation from the Company in any way whatsoever.
3. The Client warrants to the Company that:
 - a) the Key Phrases and/or contents of the Website do not and will not violate any laws and/or regulations; and
 - b) the Client has not received any written notice or claim, and the Key Phrases and/or the contents of the Website do not infringe, interfere, violate, or misappropriate the intellectual property rights of any other party.
4. Where the Company notifies the Client in writing of a claim or cause of action against the Company that any of the contents of the Website infringes a presently existing intellectual property right of a third party, the Client undertakes to indemnify and keep indemnified the Company against any and all Losses sustained, incurred, paid by or suffered by the Company arising out of or in connection with any act or omission on the part of the Client.

“Losses” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.

5. The Client acknowledges and agrees that the Company shall not be obliged to fulfill campaign deliverables (including all deliverables within the SEO services) upon expiry of the term of this Agreement in the event that there were delays attributable to the Client during the term.

SEO Keyword Performance Guarantee

1. The guarantee shall commence on the date that the onsite optimisation stage of the SEO campaign is completed (which is typically within two months of the commencement of the campaign).
2. The guarantee is considered to have been achieved insofar that the KPIs/milestones are met at any point in time within the time period that was stated in the Service Agreement.
3. Where the Company fails to reach the stipulated keyword ranking guarantees/milestones as set out in the Service Agreement at no fault of the Client (i.e. Company has full website access and Client site has not been offline at all), the Company agrees to provide its services at no cost for a period of not more than ninety (90) calendar days. If the Company fails to achieve the stipulated guarantees/milestones during this ninety (90) day period, the Client shall thereafter be allowed to terminate this Agreement. If the Company manages to achieve the stipulated guarantees/milestones during this ninety (90) day period, the SEO campaign continues for the remaining stipulated duration.
4. The SEO Keyword Performance Guarantee made by the Company as set out in the Service Agreement is voided in the following circumstances:
 - a) where the Company’s changes to the Website are overwritten or lost by the Client or by other parties than the Company that adversely affect the search engine rankings of the Website, or if recommended changes by the Company are not fully implemented
 - b) where the Website is offline due to a reason not attributable to the Company;
 - c) where Google releases an algorithm update and changes suggested by the Company are not implemented by the Client accordingly; and
 - d) where full SEO onsite is not completed within 10 weeks upon the Client’s campaign kickoff date due to a delay attributable to the Client (including but not limited to delays in content approval, or where a campaign is on hold due to the Client’s request, or due to other circumstances leading to a temporary disruption of the provision of services by the Company);
 - e) where the Website has been hacked and site integrity is compromised;
 - f) where Client implements any SEO optimisation task(s) which is deemed unfavourable to achieving the SEO Keyword Performance Guarantee by the Company; and

- g) due to any and all other circumstances that are beyond the control of the Company which would affect the Company's provision of the SEO Campaign Services to the Client.
5. The Company shall have the right to deny the Client's requests for optimisation tasks if it shall, at the Company's sole and absolute discretion, be deemed unfavourable to achieving the SEO Keyword Performance Guarantee.

SEO Traffic Guarantee

1. The SEO Traffic Guarantee shall commence on the date that the SEO onsite optimisation is completed. The SEO Traffic Guarantee is void if the Company's changes are overwritten or lost by the Client.
2. The guarantee is considered to have been achieved insofar that the KPIs/milestones are met at any point in time within the time period that was stated in the Service Agreement.
3. The Client agrees that in addition to the Management Fees payable for the provision of SEO Traffic Campaign Services, the Client shall also pay the Company performance-based fees as stated in the Service Agreement when the KPIs/milestones are achieved.
4. The SEO Traffic Guarantee made by the Company in the Service Agreement is voided in the following circumstances:
 - a) where the Company's changes to the Website are overwritten or lost by the Client or by other parties than the Company that adversely affect the search engine rankings of the Website, or if recommended changes by the Company are not fully implemented
 - b) where the Website is offline due to a reason not attributable to the Company;
 - c) where Google releases an algorithm update and changes suggested by the Company are not implemented by the Client accordingly; and
 - d) where full SEO onsite is not completed within 10 weeks upon the Client's campaign kickoff date due to a delay attributable to the Client (including but not limited to delays in content approval, or where a campaign is on hold due to the Client's request, or due to other circumstances leading to a temporary disruption of the provision of services by the Company);
 - e) where the Website has been hacked and site integrity is compromised;
 - f) where Client implements any SEO optimisation task(s) which is deemed unfavourable to achieving the SEO Traffic Guarantee by the Company; and

due to any and all other circumstances that are beyond the control of the Company which would affect the Company's provision of the SEO Campaign Services to the Client.

5. The Company shall have the right to deny the Client's requests for optimisation tasks if it shall, at the Company's sole and absolute discretion, be deemed unfavourable to achieving the SEO Traffic Guarantee.

ANNEX F: PREMIUM CONTENT WRITING

The following terms relate to the supply of Content Writing Services by the Company to the Client.

1. The Company agrees to provide the Client with the Content Writing Services including:
 - a) a dedicated Content Writing Specialist; and
 - b) two (2) rounds of minor revisions.
2. For the purposes of providing these services, the Client agrees to provide:
 - a) a completed content questionnaire with proper details;
 - b) copy samples and suggestions; and
 - c) approval of content within ten (10) Business Days.
3. For the purposes of providing these services, the Client further agrees to provide (and only where applicable): images, branding files, and channel page log in details.
4. The Client acknowledges that (i) the Company has no control over the policies of channels with respect to the type of sites and/or content that the channel owners (including but not limited to Meta and Google) accept now or in the future, and (ii) the Company has permission to upload the content, should the Company have relevant access to do so and where the Client fails to provide the approval of content within the agreed ten (10) Business Days.
6. The Company accepts no liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision the Content Writing Services.
7. The Client acknowledges and agrees that the Company shall not be obliged to fulfill campaign deliverables upon expiry of the term of this Agreement in the event that there were delays attributable to the Client during the term.

ANNEX G: REPUTATION MANAGEMENT

The following terms relate to the supply of ORM (Online Reputation Management) Services by the Company to the Client.

1. The Company is authorised by the Client to optimise the business/personal profiles and microsites which are used in the campaign for the purposes of increasing the organic ranking for selected key phrases and the goal of demoting 'offending and negative sites' on page 1 of Google. "Offending sites" means a website, blog post or article deemed as harmful to the Client's online reputation.
2. In order for the Company to provide the ORM Services, the Client agrees to provide correct access and other necessary logins to the Client's website(s) which shall be subject to the

ORM Services for uploading, title tags, meta tags and making changes to content and source code for the purpose of optimisation.

3. The Client acknowledges and agrees that the Company has no control over the policies of the Search Engines with respect to the type of sites and/or content that the Search Engines accept now or in the future.
4. Where the Company fails to reach the stipulated ORM Guarantees/milestones (as set out in the Service Agreement) at no fault of the Client (i.e. Company has full website access and Client site has not been offline at all), then the Company agrees to provide its services at no cost for a period of not more than ninety (90) calendar days and the Client shall be allowed to terminate this Agreement thereafter with 30 days notice in writing.
5. The Client acknowledges and agrees that the Company shall not be obliged to fulfill campaign deliverables upon expiry of the term of this Agreement in the event that there were delays attributable to the Client during the term.

ANNEX H: CREATIVE DESIGN SERVICES

The following terms relate to the supply of Creative Services by the Company to the Client.

1. The Company is authorised by the Client to design and create digital creative assets for the Client's use on approved platforms and/or channels.
2. For the purposes of providing these services, the Client agrees to provide, where applicable: brand guidelines, copy suggestions (including translated copies), images, brand assets and other documents such as the Client's own media plan.
3. The Client acknowledges that the Company has no control over the policies of the platforms and/or channels with respect to the type of sites and/or content that the channel owners (including but not limited to Meta and Google) accept now or in the future.
4. No liability whatsoever (except as provided by law) will be accepted by the Company for any damages or losses arising from or as a consequence of the provision of the Creative Services.
5. The Client acknowledges and agrees that the Company shall not be obliged to fulfill campaign deliverables upon expiry of the term of this Agreement in the event that there were delays attributable to the Client during the term.