

Annex 1

AndroidsinBoots Private Limited Terms and Conditions

These terms and conditions (the “**Terms and Conditions**”) are incorporated into the agreement entered into between **AndroidsinBoots Private Limited** (the “**Company**”) and the Client through the signed Quotation. These Terms and Conditions shall accordingly be deemed to be incorporated by reference into the corresponding Quotation signed by the Client. The Quotation, including these Terms and Conditions, shall be collectively known as the “**Agreement**”.

1. Definitions and Interpretation

1.1 In this Agreement, unless otherwise inconsistent with the context hereof:

“*Agreement*” means these terms and conditions and any schedules attached hereto;

“*Client Content*” means any material and other content provided by the Client for use in the development, creation or otherwise incorporated into the Deliverables or otherwise in the provision of the Services;

“*Deliverables*” means the deliverables to be developed and created by the Company and furnished to the Client pursuant to this Agreement, as more particularly described in the Quotation;

“*Effective Date*” means the date on which this Agreement is entered into by both Parties;

“*Final Deliverables*” means the final Deliverables as more particularly described in the Quotation;

“*Project*” means the project described in the Quotation;

“*Services*” means the services to be performed by the Company for the Client pursuant to this Agreement as more particularly described in the Quotation;

1.2 Unless the context otherwise requires:

- (a) words importing the singular number include the plural number, and vice versa, and words importing the masculine gender include the feminine and neuter genders, vice versa;
- (b) the words “hereof”, “herein”, “hereon” and “hereunder” and words of a similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (c) the headings to the Clauses hereof shall not be deemed to be a part thereof or be taken in consideration in the interpretation or construction thereof or of this Agreement;
- (d) reference herein to Clauses and Appendices are references to clauses of, and appendices to this Agreement;
- (e) references herein to documents include variations and replacements thereof and supplements thereto;
- (f) references herein to statutes and other legislation include re-enactments and amendments thereof and include any subordinate legislation made under any such statute;
- (g) references herein to “person” shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof; and
- (g) references herein to the Company include its assigns and transferees, and its successors-in-title and personal representatives.

2. Services and Deliverables

2.1 The Scope of the work is determined by what is detailed in the Quotation and any changes by the Client after this Agreement is signed will be subject to an additional fee determined by the Company.

2.2 The Company shall furnish to the Client the Deliverables as described in the Quotation for purposes of the Project. All risks in the Deliverables shall pass on to and be borne by the Client upon dispatch of such Deliverables by the Company at its end.

2.3 Upon delivery of the Deliverables to the Client, the Client agrees to use its best endeavours, but not later than two (2) weeks from the relevant date of delivery (the “**Response Period**”) provide the Company with a written notice as to whether such Deliverables are approved or disapproved by the Client. In the event that no such notice is given by the Client within the Response Period, such Deliverables shall be deemed approved by the Client. In the event of a notice of disapproval, the Client shall state the details of such

alteration or amendments to the Deliverables that the Client reasonably requires. Any alteration or amendments requested by the Client to the Deliverables or to the specifications may result in changes to the terms and conditions of this Agreement including without limitation the Fee and delivery or completion date(s). The Company will inform the Client whether the Company is agreeable to carrying out such alterations or amendments and if so, the changes to the terms and conditions. The Company shall not be obliged to carry out any further work until the Client has agreed in writing to such changes. Without prejudice to any of the foregoing, the Company shall use its reasonable endeavours to provide up to one round of alterations or amendments to each of the Deliverables that are reasonably requested by the Client, at no further increase in Fee, provided that such changes do not involve a change in the specifications and all rounds of such requests for alterations or amendments are communicated to the Company within one (1) month from the delivery or completion date.

2.4 The Company may provide additional services (including without limitation provision of mock-ups) in addition to the Services, on terms to be discussed in good faith and agreed in writing (including without limitation the fees payable for such additional services).

3. Intellectual Property

3.1 Unless otherwise agreed upon, the Company retains all rights, title and interest in the Deliverables, the Raw Footage, Final Works and Final Deliverables. Any use of the Deliverables, the Raw Footage, the Final Works and Final Deliverables without prior consent from the Company will be an infringement of the copyright of the Company and/or its licensors.

3.2 Any transfer, sub-licensing or other dealing with the Final Works and Final Deliverables by the Client will be subject to the prior written approval of the Company and on such terms and conditions to be mutually agreed between the Parties including without limitation, that the Client will in any event be fully responsible and liable to the Company for the acts and omissions of the transferee or sub-licensee and for compliance of all the terms and conditions contained in this Agreement.

3.3 Other than the use of the Final Works and Final Deliverables pursuant to the arrangement described in Clause 4.1:

- (i) Any use of the Raw Footage or any working files, documents or other materials provided by the Company whether or not a Deliverable, may be an infringement of the copyright of the Company and/or its licensors; and
- (ii) Neither the Deliverables nor any working file, document or other material shall be used, sold, copied, reproduced, distributed, transmitted, broadcast, displayed, licensed, or otherwise exploited by the Client. Save in respect of such Deliverables as agreed between the Parties from time to time, the Company reserves the rights not to transmit or otherwise provide any physical and/or electronic copies of any working files, documents or other materials.

3.4 The Client shall only be entitled to use the Final Works and Final Deliverables as a whole, in the arrangement and form delivered by the Company. Nothing in this Agreement shall be deemed as granting to the Client any right to use the elements that constitute the Final Works and Final Deliverables separately. The Client shall not edit, modify, adapt, change, revise, delete from, add to, extract from, re-arrange the Final Works or the Deliverables or combine any of the foregoing (or any part thereof) with other work or otherwise create any derivative works.

3.5 Any use of any Final Works or Deliverables (or any part thereof) other than in accordance with the terms and conditions of this Agreement is subject to a further agreement to be entered into between the Parties. If the Client wishes to edit, modify, adapt, change, revise, delete from, add to, extract from, re-arrange the Final Works or the Deliverables (or any part thereof), the Client agrees to approach the Company to carry out the same and the Parties shall negotiate in good faith as to the terms and conditions for carrying out the same. Additional fees may be payable by the Client.

3.6 The Company shall be entitled to be credited with authorship of the Deliverables, Final Works and Final Deliverables.

4. Client Approvals and Responsibilities

4.1 Client agrees and undertakes as follows:

- (a) to ensure that all instructions and requirements are conveyed to the Company, clearly, fully, promptly and in writing. The Company will in any event only commence or continue (as the case may be) the provision of the Services upon receipt of such confirmation as the Company may request from the Client that the required information and specifications are complete and accurate as received from the Client;
- (b) to provide feedback on work in progress as and when required by the Company;
- (c) that by indicating its approval, whether in writing, verbal or otherwise, or in the event of any deemed approval in accordance with this Agreement, to the Deliverables or any other material, it shall bear full responsibility for the

contents and accuracy of all Deliverables and materials approved or (pursuant to Clause 2.2) deemed approved. Notwithstanding any other provision in this Agreement, in any event, any use by the Client of the Deliverables, the Final Works and the Final Deliverables shall be deemed approval by the Client of such Deliverables.

5. Warranties and Indemnity

5.1 The Client represents and warrants to the Company as follows:

- (a) the Client has the power to enter into, exercise its rights, and perform and comply with its obligations under this Agreement;
- (b) the performance of the Client's obligations under this Agreement does not and will not contravene or constitute a default under any provision contained in any contract, deed or licence by which it is bound or affected or to which it is a party;
- (c) the Client's obligations under this Agreement are valid, binding and enforceable in accordance with their terms;
- (d) the Client warrants that there are no current, pending or threatened litigation, arbitration or administrative proceedings, so far as the Client is aware that may:
 - (i) restrain the entry into, exercise of its rights, or the performance or enforcement of or compliance with its obligations under this Agreement; or
 - (ii) have a material adverse effect on any such obligation.

5.2 The Client further agrees, represents and warrants to the Company as follows:

- (a) the Client Content is the sole responsibility of the Client;
- (b) the Client owns all rights, title and interest in all Client Content and has obtained all licences, permissions and releases necessary in all Third Party Materials to permit the use of the Client Content and Third Party Materials in the provision of the Services and Deliverables;
- (c) the Client has complied and will comply with the terms and conditions of all licences, permissions and releases in respect of all Client Content and Third Party Materials;
- (d) the use by the Company of the Client Content and Third Party Materials will not infringe the intellectual property rights or any other rights of any third party;
- (e) the Company shall have no liability for any loss of or damage to any Client Content or other material provided to the Company by the Client. In the event that the Client does not retrieve from the Company its Client Content or other material provided to the Company within three (3) months from the date of the delivery of the Final Deliverables, the Company shall be entitled to destroy and discard all such Client Content or other material; and
- (f) the Client shall ensure compliance of Client Content and the use of the Services and the Deliverables with all applicable laws and local and administrative rules.

5.3 The Client agrees and undertakes to indemnify the Company against any action, claim, demand, expense, loss, damage, costs, legal fees (on a full indemnity solicitor-client basis) asserted against or incurred by the Company whatsoever or howsoever arising from or as a result of any breach of these terms, conditions, representations or warranties by the Client, or any act or omission by the Client (including without limitation any delays caused by the Client) in connection with this Agreement, including without limitation third party claims for breach of contract, defamation or the infringement of any copyright or other intellectual property rights. Further, the Client shall be responsible for all expense and costs including without limitation legal fees (on a full indemnity solicitor-client basis) incurred by the Company in connection with any claim, suit or other cause of action that must be commenced by the Company against the Client in the event the Client fails to adhere to the provisions of this Clause 6.3.

6. Limitation of Liability

6.1 In no event shall the Company be liable for any loss of business, profits or goodwill or anticipated savings or any indirect, special or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise (including without limitation, loss in revenue or rental from any delay).

6.2 In any event, to the extent permitted by law, the Company's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with the Services, the Final Deliverables and Deliverables or any other subject matter hereunder or based on any claim for indemnity or contribution shall not exceed in aggregate the total Fee.

6.3 The Company does not, in any event, warrant, endorse, guarantee, or assume responsibility for any material, product or service by a third party and the Company shall not be liable for any failure, delay or default on the part of any third party.

6.4 The Company shall not be liable for any failure to comply with the terms and conditions herein due to any delay, restrictions or changes required, requested, caused or otherwise arising on the part of Client.

6.5 For the avoidance of doubt, where the Deliverables and/or Final Deliverables furnished by the Company are in accordance with the specifications, the Company shall not be liable for any delay in the delivery of any Deliverables if any alteration or amendments are requested by the Client to be made to the specifications or Deliverables.

7. Termination

7.1 This Agreement shall come into effect from the Effective Date.

7.2 This Agreement may be terminated forthwith by written notice by either Party in the event of any of the following:

- (a) the other Party is in breach of any of the terms stipulated in this Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within **thirty (30) days** of receipt of notice in writing of such breach; or
- (b) any proceeding has commenced or any order is made for the insolvency or bankruptcy or liquidation of either Party.

7.3 On termination of this Agreement howsoever arising:-

- (a) all rights and obligations of the Parties under this Agreement shall automatically terminate except for such rights of actions as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;
- (b) without prejudice to any other rights and remedies of the Company under this Agreement or by law, the Client shall, within thirty (30) days, pay the Company for a pro-rated portion of the Fee for all work done and all costs and expenses incurred by the Company up to the date of termination (including without limitation all amounts payable or agreed to be payable by the Company in connection with Services and the Deliverables); and
- (c) ownership of all rights to all works done, the Raw Footage, the Final Deliverables, the Final Works and the Deliverables shall be retained by the Company.

8. Confidentiality

8.1 Both Parties agree to keep confidential the terms of this Agreement and all documents and materials supplied or made available to the Parties such as the financial and business affairs and conditions of either Party, and the operations and dealings of the Parties with third parties, which is (a) marked as confidential or proprietary at time of disclosure, or (b) if disclosed verbally is confirmed in writing as confidential or proprietary within two (2) business days from disclosure (hereinafter called the "**Confidential Information**"). However, a Party may disclose such Confidential Information which (a) such Party knew or possessed prior to receiving it from the other Party without any obligations of confidentiality, (b) is or becomes publicly available without breach of this Agreement; (c) is obtained by such Party from a third party, without any obligation to keep it confidential; or (d) is independently developed or discovered by such Party and forms part of such Party's trade knowledge. Further, a Party may disclose any Confidential Information if the disclosure is required by law or by lawful requirement of a competent judicial, administrative or regulatory authority, or to comply with funding arrangements or listing rules of a stock exchange.

8.2 The Company shall keep the Final Deliverables; the Final Works for three (3) months from the date of delivery and shall not be held liable for any reason whatsoever thereafter.

8.3 The Company shall be entitled to list the Client as a client of the Company and to describe and display the Services provided and/or the Final Deliverables and/or the Final Works in its corporate literature including its website, and any promotion and marketing materials as agreed by the Parties in the Quotation.

9. Personal Data Protection Act Compliance

9.1 The Client undertakes that it is responsible for ensuring that the collection, use and disclosure of information in the execution of the Project is in compliance with the Personal Data Protection Act ("PDPA") and the obligations the PDPA imposes.

9.2 For the purposes of this Agreement, "Personal Data" shall mean data, whether true or not, about an individual who can be identified — from that data; or from that data and other information which an organisation has or is likely to have access. Such Personal Data shall also refer to that which is already in the possession of the Company or that which shall be collected by the Company in future.

9.3 By signing this Agreement, the Client hereby grants the Company and its officers, employees and agents the right to collect the Client's Personal Data including the Client's picture(s), profile, likeness, videos, and/or other content and to make use of all of

the Client's Personal Data, which is held by the Company or will be collected in the future, for the purposes of providing the relevant services or complete such transactions which may be required by the Client from time to time; to ascertain if the Client is eligible for discounts, privileges or benefits promoted by the Company and/or other third parties which the Company is associated all in connection with photography and videography services.

9.4 In addition, the Client also grants the Company consent, from time to time, to disclose some or all of the Client's personal data held now or in the future by the Company to the Company's employees, related corporations, agents, independent contractors and other third parties that the Company is associated with, but only in connection with the purposes mentioned in the paragraph above. The Company assures the Client that they are taking all measures necessary for the protection of the Personal Data.

9.5 The Client acknowledges that Personal Data of third parties will be collected, used, and disclosed by the Company in the course of the Company's provision of services to the Client. The Client confirms that he/she/they has/have obtained consent from all of the third parties appearing in the Final Deliverable(s) for the Company's collection, use, and disclosure of their Personal Data for the purposes of the Company's provision of services to the Client, as well as the Company's promotional and marketing purposes such as on the Company's website, social media or otherwise (the "Purpose"). The Client agrees and undertakes to notify the Company if any of the third parties withdraw their consent to the use and disclosure of their Personal Data for the Purpose, to assist the Company promptly with all access requests and complaints which may be received from the third parties regarding their use of their Personal Data by the Company, and to indemnify the Company and keep the Company harmless against any legal action, claims, losses, damages, liabilities, penalties whatsoever which the Company may incur or suffer as a result of the wrongful collection and use by the Client of the Personal Data and/or any breach by the Client of the Act and/or any its representations, warranties and/or undertakings contained herein.

10. Force Majeure

10.1 Notwithstanding any other provision in this Agreement, in any event, a Party shall not be liable for any delay or failure to perform or otherwise for any losses, damages, actions, proceedings, costs, claims, demands, liabilities arising from causes due to unforeseen circumstances or beyond such Party's reasonable control, including without limitation acts of God, war, strikes, acts or regulations of government, orders of domestic or foreign courts or tribunals, military authorities and political interferences with the transactions contemplated by this Agreement, shortages of labour, fuel, energy or technological facilities. The Parties shall, in accordance with the extent to which the performance of this Agreement is affected by such an event, consult with each other and decide on whether or not to terminate or vary this Agreement. The provisions in this Clause do not apply to any obligations imposed with respect to the payment of monies under this Agreement.

11. Governing Law and Dispute Resolution

11.1 This Agreement shall be governed by the laws of Singapore and the Parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

11.2 Without prejudice to Clause 12.3, in the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement including any question regarding its existence, validity or termination or the breach of this Agreement (each a "Dispute"), no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

11.3 Notwithstanding any other provision in this Agreement, the Company shall be entitled to seek any injunctive or other equitable relief in the event of any breach or anticipatory breach by the Client.

12. Miscellaneous

12.1 This Agreement embodies the entire agreement between the Parties in relation to the engagement of the Company, and supersedes any and all other contracts, representations, and arrangements, whether oral or in writing, heretofore made by either Party with reference to the subject matter hereof as well as the terms and conditions of any purchase orders or other documents submitted by the Client.

12.2 The Company shall be entitled, with prior written consent to the Client, to assign and transfer its rights and obligations under this Agreement to such person as it deems appropriate. The Client agrees to accept the undertaking of such person in respect of the performance of any of the obligations of the Company under this Agreement in substitution of the Company. The Client shall not be entitled to assign or transfer any of its rights or obligations under this Agreement.

- 12.3 No delay or omission by either Party in exercising any right or remedy under these terms and conditions shall be considered a waiver of such right or remedy and no waiver shall be effective unless in writing. The right of either Party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.
- 12.4 In the event that any or any part of the provisions contained in these terms and conditions is determined to be invalid, unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.5 The Company is rendering services under this Agreement as an independent contractor and nothing in this Agreement shall create a partnership, joint venture or agency relationship between the Company and the Client.
- 12.6 A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.
- 12.7 In the event that the Client wishes to modify or alter any provision of this Agreement, the legal costs for such modification shall be borne by the Client.