

Singtel GOMO - Listing via the GOMO App ("Agreement")

This Agreement shall govern the participation by GOMO Listing Merchant ("**you**") the Programme of **Singtel Mobile Singapore Pte Ltd** (UEN No. 201012456C) registered office 31 Exeter Road Singapore 239432 ("**GOMO**"); (collectively the "**Parties**" and each a "**Party**").

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Whereas, GOMO is offering a listing platform for applicants to list their offers/services on GOMO marketing channels ("Programme"); and

GOMO Listing Merchant desire to participate in the Programme to list your offer/services.

1. Definitions

"**Programme**" means the posting by GOMO on the GOMO Mobile App (the "App") of a discount on your goods or services provided by you to any Customer

"**Associate**" means, in relation to any of the Parties, any other company which is either;

(a) a related corporation as defined under the Companies Act (Cap. 50) of Singapore; or

(b) a company in which at least 20% but not more than 50% of its shares are held by either you or GOMO, as the case may be.

"**Customer**" means any customer who uses the App and thereafter purchase your goods or engage your services

"**Offer**" means the deals, promotions, benefits or discounts offered by you to the Customer

"**Party**" means a party to this Agreement;

"**Personal Data**" means data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which you have or is likely to have access, whether in written, oral, electronic or other tangible form (Personal Data Protection Act 2012).

"**Goods or Services**" means those goods or services to be provided by you to the Customers and displayed on the App

In this Agreement, unless the context otherwise requires, all capitalized words shall be given the meaning ascribed to them in this Clause 1. All other defined words or phrases shall have the meaning given to them when they first appear in that form. Headings are included into this Agreement only for ease of reference and shall not affect the interpretation or construction of this Agreement. The singular includes the plural, the masculine includes the feminine and the neuter and vice-versa.

2. Commencement and Term

2.1 This Agreement will commence on the Commencement Date stated on the Application Form and shall automatically expire on the End Date.

2.2 In the event of and to the extent only of any inconsistency or conflict between this Agreement and any other Agreement printed or written upon any other document passing between the Parties, this Agreement shall prevail.

3. Services

3.1 As part of your participation in the Programme, you agree to extend the Offer, the first of which is stipulated in the Application Form, to the Customer. You may, from time to time within the validity of this Agreement, amend or put up new Offers, subject to mutual agreement between the Parties.

3.2 You are solely responsible and obliged to address any and all queries arising from or in relation to your Goods or Services.

3.3 You shall participate in the Programme and provide Goods or Services to the Customers in accordance with this Agreement.

- 3.4 You shall comply with all applicable industry standards and shall use appropriate skill, care and diligence that would be expected of a professional and prudent vendor in providing the Goods or Services. You agree that all personnel providing the Goods or Services to the Customers shall be subject to a contract whereby all information received by them shall be held as strictly confidential in terms no less onerous than the obligations of confidentiality applicable to you under this Agreement.
- 3.5 You undertake to comply with all relevant laws, regulations, guidelines and other legislative or regulatory requirements and all statutory modifications, consolidations, or re-enactments made after the date of this Agreement, relevant to the subject matter of this Agreement and to the performance by you of your obligations under this Agreement.
- 3.6 The information and materials contained in the App (including text, graphics or other items) (collectively the "Content") are provided on an "as is" and "as available" basis. GOMO does not warrant the accuracy, adequacy or completeness of the Content, and expressly disclaims any liability for errors or omissions in the Content. No warranty of any kind, express or implied or statutory (including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus) is given in conjunction with the Content.
- 3.7 GOMO makes no warranty that any service or information comprised in the App will be uninterrupted, timely, secure or error free, nor does GOMO make any warranty as to the results that may be obtained from the use of the App or as to the accuracy or reliability of any information obtained through the App.
- 3.8 Your participation in the Programme is entirely voluntary and no fees or charges are payable to you by GOMO. You take full responsibility for your contribution of information relating to your Goods or Services on the App.
- 3.9 Notwithstanding the above Clause 3.8, GOMO shall have the right to implement fees for your continued participation in the Programme at any time, on terms and conditions to be mutually agreed in writing by Parties. In the event Parties are unable to agree on the terms and conditions of such fees, either Party shall the right to terminate this Agreement in accordance with the provisions of Clause 9.1.
- 3.10 GOMO may, in its reasonable discretion, remove you and your Offer from the App at any time without liability and without providing any reason to you and terminate this Agreement with immediate effect by notice in writing. For the avoidance of doubt, removal of you and your offer of Goods or Services from the App shall not be considered a breach or result in a default of this Agreement.

4. Indemnity and Limitation of Liability

- 4.1 You hereby acknowledge and agree that in participating in the Programme, it is your intention that the you shall act in your own capacity as principal and not as an agent or representative for GOMO when providing Goods or Services to the Customer.
- 4.2 Any dispute regarding the Goods or Services or any personal data collected by you from the Customer are your responsibility and shall be resolved entirely between you and the Customer. You agree that the GOMO is not responsible and shall have no liability to you or the Customer with respect to the Goods or Services, the Programme or any personal data collected by you.
- 4.3 You shall indemnify and hold GOMO and/or its Associates harmless from and against all costs, claims, losses, damages, pecuniary fines/penalties, demands, liabilities, causes of action, proceedings, awards or judgments (including all legal costs and expenses) incurred by or brought against the GOMO and/or its Associates or any of the GOMO's and/or its Associates' directors, officers, employees, agents, contractors or subcontractors arising out of or connected with:
 - (a) any claim, demand, proceeding or other liability arising wholly or partly, directly or indirectly, from the information relating to the Goods or Services or usage of the link to your website;
 - (b) any breach or alleged breach of your representations, warranties or covenants in this Agreement;
 - (c) any claim concerning your failure or alleged failure to honour an offer;
 - (d) any claim arising out of or relating to the Goods or Services, including but not limited to, any claims for false advertising, product defects, inaccurate description of the Goods or Services, infringement of third-party rights, title, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus, personal injury, death or property damages;
 - (e) any failure by you to comply with applicable law;

(f) any claim from any act or omission by you in providing the Goods or Services, negligence, default, misconduct, fraud or your breach of this Agreement, your Associates, directors, officers, employees, agents, contractors or subcontractors in providing the Goods or Services.

4.4 GOMO and its Associates will not be liable for indirect loss, any loss of revenue, or any loss of profit and the total cumulative liability of GOMO for other damages for this Agreement (for all claims in aggregate) will not exceed Five Singapore Dollars (\$5.00).

5. Intellectual Property Rights

5.1 Except as expressly agreed in this Agreement, nothing in this Agreement shall be deemed to grant, whether directly or by implication, any right (whether by licence or otherwise), under any patent, patent application, copyright or other Intellectual Property Right.

5.2 You shall not make use of GOMO's name, trademarks or service marks or make any reference to this Agreement in any announcement, release or other publicity or marketing without the prior written consent GOMO.

5.3 Except for purposes the Programme, GOMO shall not make use of your name, trademarks or service marks. You hereby grant to GOMO a royalty-free licence of the Intellectual Property Rights subsisting in any name, trademarks or service marks to the extent necessary for your participation in the Programme.

5.4 You represent and warrant that in participating in the Programme, you have not infringed the Intellectual Property Rights of any third party and shall indemnify and hold harmless the GOMO and/or its Associates or any of its directors, officers, employees, agents, contractors or subcontractors from any and all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgments (including all legal costs and expenses) incurred by or arising from infringement of (or claims of infringement) of Intellectual Property Rights relating to the offer or provision of the Goods or Services and/or material brought into existence as part of, or for the purpose of, offering or providing the Goods or Services.

5.5 Any intellectual property rights (including copyrights, trademarks and other similar rights) to all materials and information (including pictures, graphics, text, page headers, buttons, images, animated pictures and sound) which may be comprised in, used in or used in connection with the App are owned by or licensed to GOMO, its service providers or professional advisers. You shall have no interest in such information, materials or web pages. You may not reproduce, retransmit, disseminate, sell, distribute, broadcast, publish, circulate or commercially exploit the said information, materials or web pages without the prior written consent of GOMO.

6. Confidentiality

6.1 You shall not make use of GOMO's name, trademarks or service marks or make any reference to this Agreement in any announcement, release or other publicity or marketing without the prior written consent of the other Party.

6.2 In this Clause 6, "**Confidential Information**" means information in oral, written or other tangible form that has been conspicuously declared or marked as "confidential" or "proprietary" or, if not so declared or marked, that generally is considered to be of a confidential nature by reasonable standards, including but not limited to Customer Confidential Information.

6.3 Each Party receiving Confidential Information (the "**Recipient**") shall retain in confidence and require its employees, agents, and contractors to retain in confidence the Agreement of this Agreement and all Confidential Information of the other Party (the "**Discloser**"). The Recipient shall retain the Discloser's Confidential Information in the manner the Recipient retains its own Confidential Information, but in no event with less than reasonable care.

6.4 Confidential Information shall remain the sole property of the Discloser and shall not be disclosed to any third party without the Discloser's express written consent (except, solely to employees, agents, professional advisers, attorneys, outsourcers, consultants and subsidiaries, who need to know and are bound by a written agreement with the Recipient to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement).

6.5 Confidential Information shall not include any information that:

- (a) is or becomes publicly available without the Recipient's breach of any obligations owed to the Discloser;
- (b) is known to the Recipient prior to the Discloser's disclosure of such information to the Recipient;
- (c) becomes known to the Recipient from a source other than the Discloser without a breach of an obligation of confidentiality owed to the Discloser; or

(d) is independently developed by the Recipient.

6.6 Without prejudice to the generality of the foregoing, each Party acknowledges and agrees that:

- (a) any unauthorised use or disclosure of any Confidential Information is in violation of its duty of confidentiality which may cause the other Party irreparable harm for which there may be no adequate remedy at law;
- (b) in the event of any breach (actual or contingent) of its duty of confidentiality, the other Party will have the right to seek and obtain immediate injunctive relief in addition to any other rights it may have under this Agreement or at law, to prohibit any violation of such duty without being required to give any undertaking or bond, or being in any event liable for damages;
- (c) either Party may disclose Confidential Information in compliance with applicable law, an order of a court of competent jurisdiction or any instruction or direction of a government or regulatory authority of competent jurisdiction, provided the Discloser is given reasonably prompt notice thereof and is given reasonable opportunity to protect its interests, including but not limited to the right of the Discloser to obtain from the Recipient documentary evidence of the grounds for disclosure based on this provision; and
- (d) either Party may disclose Confidential Information if the disclosure is required in the course of legal proceedings, the disclosure is to obtain professional advice or the Customer to whom the information relates has given specific written approval, provided the Discloser is given reasonably prompt notice thereof and is given reasonable opportunity to protect its interests, including but not limited to the right of the Discloser to obtain from the Recipient documentary evidence of the grounds for disclosure based on this provision.

7. Data Protection

7.1 You shall comply with the Personal Data Protection Act 2012 ("PDPA") and all subsidiary legislation related thereto (collectively "Data Protection Legislation") with regard to any and all personal data (as defined in the PDPA) that you receive from GOMO or a Customer.

7.2 You agree that when dealing with personal data received from GOMO or the Customer, you shall:

- (a) only use personal data in accordance with the purposes for which GOMO or the Customer disclosed the personal data, in accordance with the instructions of GOMO or the Customer or as is necessary for GOMO to fulfil its obligations under the Data Protection Legislation;
- (b) take appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing. Such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected, having regard to the state of the art and the cost of implementation;
- (c) give GOMO notice in writing as soon as reasonably practicable should you be aware of, or reasonably suspect, that any of the events referred to in Clause 7.2(b) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
- (d) not retain personal data for any longer than is necessary for the purposes for which GOMO or the Customer disclosed the personal data;
- (e) limit disclosure of such personal data to your employees on a need to know basis and only for the purposes of processing for which such personal data was disclosed by GOMO or the Customer; and
- (f) where the personal data is to be transferred to another country, to not do so unless the consent of the individual whose personal data is to be transferred to another country has been obtained except where an exception to such consent under the PDPA applies. Further, where the personal data is to be transferred to another country, to take any such additional measures as are necessary to secure that personal data is transferred in accordance with the requirements of the Data Protection Legislation.

7.3 Notwithstanding anything to the contrary, you undertake to indemnify and at all times hereafter to keep GOMO indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and own Customer basis) which may be suffered or incurred by the GOMO or asserted against GOMO by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this Clause by you.

8. Warranties

You warrant that:

- (a) you have the authority to enter into the Agreement and to perform and observe all of the terms;
- (b) this Agreement has been duly executed by you and it is a legal, valid and binding Agreement enforceable against you in accordance with this Agreement;
- (c) any information supplied by you is accurate, complete and true;
- (d) you own the copyright in and has authorization from the copyright owner to upload, post, transmit, share, store or otherwise make available to GOMO for use on the App any material which contains a name, pictorial representation or logo;
- (e) all electronic or telecommunication transactions, connections and transmissions from your systems to GOMO or its agents or Associates or the Customers are and will be virus-free and secured and protected in accordance with industry standards;
- (f) the Goods or Services offered are of a merchantable and satisfactory quality, fit for the purpose represented by you, does not infringe any third party rights or title, are decent, honest and truthful and complies with all applicable laws, rules and regulations; and
- (g) your participation in the Programme does not conflict with, constitute a breach of or in any way violate or infringe (i) any arrangement, understanding or agreement to which you are a party or by which you are bound; or (ii) any copyright, patent or other intellectual property right of any kind or any other rights of any third party.

9. Termination

- 9.1 Either Party to this Agreement shall have the right to terminate this Agreement giving the other Party fourteen (14) days prior written notice.
- 9.2 GOMO shall have the right to terminate this Agreement with immediate effect by giving written notice to you if you commit a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing to do so.
- 9.3 GOMO may terminate this Agreement immediately by written notice in the event that any of the following circumstances arise:
 - (a) if you are unable to maintain any of your licenses or any of your licenses are revoked or suspended;
 - (b) if you and your offer or promotion is removed from the App pursuant to Clause 3.7;
 - (c) if you make any representation, warranty or statement, whether in this Agreement or in any document, statement, notice or correspondence provided under or in connection with this Agreement, and whether in writing or verbally, that proves to be incorrect in any material respect, or that adversely affects the reputation of GOMO or any of its Associates;
 - (d) if you become unable to pay your debts as they fall due or otherwise becomes insolvent or is declared insolvent, or has been placed under judicial management or liquidation; or
 - (e) if you cease or threaten to cease to carry on all or a substantial part of your business or to change the nature or scope of your business as now conducted.
- 9.4 Termination will not affect the rights and obligations of either Party accrued before termination.

10. Insurance

- 10.1 You shall at your own cost maintain during the term of this Agreement the following insurance policies:
 - 10.1.1 comprehensive general liability insurance against injury to persons and damage to property to the value of at least one million dollars (\$1,000,000) per occurrence;
 - 10.1.2 all workers compensation insurance as required by Law;

11. Miscellaneous

- 11.1 **Notices:** A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address given in this Agreement or as otherwise notified in writing to the other Party.
- 11.2 **Force Majeure:** Neither Party shall be liable to the other for loss or damage caused directly or indirectly by, or in connection with, any event of Force Majeure. "Force Majeure" means any cause preventing either of the Parties from performing any or all of its obligations under this Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including (without limitation) strikes, lock-outs or other industrial disputes (involving the workforce of the Party), act of terrorism or of God, war, riot, civil commotion, compliance with any law (including any applicable law) or any order, rule, regulation or direction of any governmental body or competent regulatory authority, accident, fire or flood.
- 11.3 **Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that or any other right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.4 **Severance:** Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting the validity, legality or enforceability of any other provision of this Agreement.
- 11.5 **Assignment:** GOMO may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all its obligations under this Agreement to any third party or agent. You shall not, without the prior written consent of GOMO, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all your rights under this Agreement
- 11.6 **Survival:** Clauses 4, 5, 6 and 7 shall survive the termination of this Agreement.
- 11.7 **Entire Agreement & Variation:** This Agreement contains the entire understanding between the Parties on the subject matter. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter. This Agreement may be amended only by a written instrument signed by the parties.
- 11.8 **Third Party Rights:** Any person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act, (Cap. 53B) of Singapore, to enforce any of its terms.
- 11.9 **Governing law & Dispute Resolution:** This Agreement and all matters arising from or in connection with it, shall be governed by and construed in accordance with, the laws of Singapore and the Parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.
- 11.10 **Anti-Bribery and Corruption:** You represent, warrant and agree that you:
- 11.10.1 are in compliance and will remain in compliance with all applicable anti-bribery Laws including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap. 224) of Singapore, UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act and Australian Criminal Code Act 1995 (collectively, "Anti-Bribery Laws"), during the term of this Agreement; and
 - 11.10.2 prior to entering into this Agreement have not, and shall not during the term of this Agreement, give or offer to give or authorize to give to any person, or request or accept or authorize the request or acceptance of, directly or indirectly, any gratification, including any gift or consideration of any kind, facilitation payments, or anything of value (including without limitation to cash, cash equivalents like gifts, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favourable contracts or giving anything even if nominal in value) as an inducement or reward for doing or not doing, or for having done or not done any action, or for receiving an improper or unfair advantage in relation to this Agreement.

You shall immediately give written notice to GOMO upon a breach, or suspected breach, of any of its obligations under this Clause. For the purposes of this Clause, "Personnel" means your employees, vendors, subcontractors, contractors, advisers, representatives, agents and any other third parties with whom you transact.