



Content Provider Agreement

Prepared for:
Name

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CONTENT PROVIDER AGREEMENT

This Content Provider Agreement (the “Agreement”) is made and effective on the date and year as stated in **item 1** of the **Schedule A** heretobetween the party whose name and description are stated in **item 2** of the **Schedule A** hereto (the “Publisher” or “CDU”) of the one part and the party whose name and description are stated **item 3** of the **Schedule A** hereto (the “Content Provider”) of the other part

DEFINITIONS & INTERPRETATION

1. In this Agreement, unless the context otherwise requires, the following shall have the respective meanings assigned to them as follows:

“Agreement”	means this Content Provider Agreement signed between the Parties;
“Billing Platform”	refers to various mobile gateway applications and billing engine of Payment Gateway Provider that connected to Mobile Network Operators and/or E-Money Issuers.
“Confidential Information”	means all information of any kind, whether communicated verbally, in printed or electronic form, including (but not limited to) technical information, data, know-how and information relating to either Party’s (or its respective holding, related or subsidiary companies’) business, marketing strategies, Users’ personal data, financial condition and operations whether or not labelled as “Confidential” and submitted by one Party to the other, whether before or after the Effective Date, for the purposes relating to this Agreement;
“Content”	means reproductions of services or information or message into a digital format (including without limitation any text, music, sound, photograph, video graphics, games, applications or data) via SMS and/or MMS and/or WAP and/or Audio/Voice, or in any medium, that are owned/controlled and provided by Content Provider to Publisher.
“Content Management System”	means an internet, digital or similar platform that is operated and managed by the Publisher, as the case may be or at the sole option and discretion by the Publisher, for the provision of Content and Services to End Users, including without limitation via the Mobile content Website, Short Message Service (SMS), or Wireless Application Protocol (WAP).
“Contract Period”	has the meaning given to it in Clause 7.1;
“Effective Date”	means the date specified in item 1 of the Schedule A hereto;
“E-Money Issuer”	refer to the company that provides electronic money for online payment services.
“End Users”	includes any subscriber who accesses and uses the Services and visitor, user to and/or viewer of the CDU Properties.
“Force Majeure”	means any circumstance beyond the reasonable control of a Party which results in that Party being unable to observe or perform on time an obligation under this Agreement, including but not limited to, acts of God,

floods, storms, and any other natural disaster, acts of war, civil commotion, malicious damage, strikes or fire. An event or act shall not be excused or delayed by Force Majeure if it could reasonably be circumvented through use of alternative sources, work around plans or other means as may be agreed between the Parties;

“Intellectual Property Rights”	means all rights in and to trade secrets, patent, copyright, service marks, trademarks, Confidential Information, “know-how”, moral rights and similar rights of any type, under the laws of any relevant governmental authority, domestic or foreign including all applications and registrations relating to any of the foregoing;
“Internet”	means a global network of interconnected computer networks, each using the Transmission Control Protocol/Internet Protocol and/or such other standard network connection protocols as may be adopted from time to time, which is used to transmit Content that is directly or indirectly delivered for display to an end user whether such Content is delivered for display to an end user through on-line browsers, off-line browsers or through “push technology, electronic mail, broadband distribution, satellite wireless or otherwise;
“CDU Group”	means any holding, related or subsidiary companies of CDU;
“CDU Properties”	means any CDU branded or co-branded media properties developed in whole or in part and distributed or made available by CDU or by any companies within the CDU Group over the Internet or any devices including but not limited to mobile devices, Internet enabled devices and/or wireless devices;
“Mark”	means trademarks, trade names, service marks, logos, symbols, brand names and other proprietary indicia or any combination thereof;
“Mobile Network Operators”	means the cellular telephone network operator and telecommunication services in Territory.
“Net Revenue”	means the total revenue earned from the sales of the Content after deducting Mobile Network Operators’ and/or Payment Gateway Providers’ share portion and entitlement of the revenue.
“Parties”	refers collectively to Publisher and Content Provider.
“Payment Gateway Provider”	refers to a technology company that provides online and/or mobile payment services.
“Program Error (s)”	means any case where the Contents abnormally ceases functioning, produces incorrect or misleading information or erroneously interprets information given to it or does not function in accordance with its specifications.
“Program Error Correction”	means a modification of, addition to or deletion from any software component of the Content that had been experiencing a Program Error,

that causes such component to perform in accordance with the specifications of the Contents.

“Services” means the service provided by Publisher in making the Content available to the Users via any mode of transmission; and

“Territory” means the Country/ Countries covered by this Agreement as stated in the **item 5** of the **Schedule A** hereto.

WHEREAS:

1. Content Provider is a company engaged in the digital content business for providing digital contents to Publisher.
2. Content Provider has developed and owned or controlled the Content and wishes to license the Content to the Publisher for the purposes of marketing, promotion, distribution, sale and publishing as provided herein; and
3. As part of its business of providing such multimedia services and products, Publisher desires to license the Content aggregated, sourced and supplied by Content Provider under this Agreement for the purpose of marketing, promotion, distribution, sale and publishing, as set forth herein.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF AGREEMENT

The Content Provider agrees to provide the Content to Publisher to distribute and sell its Content to the End Users in the Territory.

2. GRANT OF LICENSE

2.1. Subject to the terms in this Agreement, Content Provider hereby grants to Publisher an non exclusive license and the right to use and display in any format in the Territory, the Content and Content Provider’s name and Marks:-

2.1.1. in connection with the CDU Properties and to permit the End Users to download the Content for personal use;

2.1.2. in connection with marketing, promotion, distribute copies either alone or as part of a bundled packet with other product, sell, publish, localize, publicly perform (including without limitation by means of digital audio transmission) and publicly display the Content via the authorized channels of CDU Properties; and

2.1.3. in any advertisement provided by Publisher to Content Provider on the CDU Properties.

2.2. For the avoidance of doubt, the companies in the CDU Group, which provide multimedia services via any devices including without limitation, mobile devices, Internet enabled or wireless devices or both, shall have all the rights set out in Clause 2.1. These companies may re-format the Content in order to display the Content on such devices.

2.3. Subject to the terms and conditions contained in this Agreement, CDU Group shall gain License in the Licensed Territory from the Content Provider during the Term. Hence, none of the rights provides under the License shall be assigned, licensed, offered, transferred or otherwise provided by CDU Group to any third parties nor shall they be exercised by CDU Group except as expressly permitted by this Agreement.

3. CONTENT PROVIDER'S RESPONSIBILITIES AND UNDERTAKINGS

Content Provider shall:

3.1. Undertake that the Content provided pursuant to this Agreement shall not:

3.1.1. Contain elements which render the said Content or any part thereof unlawful, threatening, offensive, annoying, malicious, harmful, obscene, pornographic, profane, misleading, defamatory, abusive, socially or politically sensitive, unethical, morally, religiously or racially offensive, unlawful or otherwise prohibited for distribution, inter alia, in the Territory; or

3.1.2. Contain other material that could give rise to any civil or criminal liability under the applicable law.

3.2. At its sole cost and expenses, obtain any and all necessary consents and licenses relating to the development of the Content and their use by Publisher and its End Users as contemplated by this Agreement, including without limitation any and all consents and licenses required for any music, voices, names or likeness of characters or third party copyrighted works or trademarks which are embodied in the Content.

3.3. Provide Publisher with Content Provider's Marks to be used on the CDU Properties and in any print, electronic or other publications related to the CDU Properties.

3.4. Provide the prices of the Content to be sold with CDU Group in the licensed Territory. CDU Group may whenever deem fit and propose the prices according to the industry standard to the Content Provider for further negotiation in good faith.

3.5. Provide Publisher with reasonable cooperation and support in Publisher effort of delivering the Content. Such support shall include, without limitation:-

3.5.1. Provide the necessary data, technical specifications of the Contents for the use or development of a suitable interface to display the Content and for the purpose of submission and delivery of the Content to End Users.

3.5.2. Ensure the Content specifications are complete, accurate and up to date and that Publisher is notified in advance and provided with a list of intended changes to those specifications.

3.5.3. Develop, maintain and regularly update the Content in order to keep the Content current, relevant and useful to the End Users.

3.5.4. Provide on-going assistance to Publisher in relation to technical, administrative, operational and service oriented issues relating to the use, operation, transmission and maintenance of the Content, as Publisher may reasonably request.

- 3.5.5. Delivering the Content at its own cost and shall conform to the specifications, descriptions and quality standards and be free from material Programs Errors.
 - 3.5.6. Use of diligence, good faith, efforts to deliver the Content free of Program Errors and to provide Program Error Corrections for any Program Errors identified by CDU Group in writing during the testing of any of the Content.
 - 3.5.7. Warrants that the Content shall be free from significant Program Errors. Publisher agrees that due to the nature of complex computer programs, Content Provider cannot warrant the Content to be completely free of Program Errors at present or in the future. At Publisher's request, the Content Provider shall promptly investigate and use best efforts to correct all material Program Errors in any of the Contents reported in writing by Publisher and deliver to Publisher, at no charge to Publisher and as soon as practicable, an avoidance procedure or work-around to solve or avoid any significant Program Error until a correction is achieved. The Content Provider shall continue to use its best efforts to develop a Program Error Correction for any material Program Error and when a Program Error Correction is achieved, the Content Provider shall deliver to Publisher such corrected version or all modification necessary to implement such correction.
 - 3.5.8. Use of all commercially reasonable efforts to ensure that each of the Content run in different hardware and software configurations in which the Content are designed to work, in a manner that is consistent with Content requirement, concept, description and normal End Users expectations. Notwithstanding with the foregoing, it is understand and agreed that final testing of the Content shall be the sole responsibility of Publisher.
- 3.6. Provide Publisher with reasonable cooperation and support in Publisher effort to market, promote, distribute and publish the Content. Such support shall include, without limitation: -
- 3.6.1. With respect to each of the Content, the Content Provider may include a continuous, prominent promotional banner on the Content Provider's website.
 - 3.6.2. Content Provider may provide assets, such as product information, screen shot etc. as requested by Publisher, for use in support of sales, marketing and public relations efforts related to the Content.
 - 3.6.3. Publisher may request a reasonable number of not-for-sale copies of the Content for promotional purposes only from the Content Provider.

4. PUBLISHER'S RESPONSIBILITIES AND UNDERTAKINGS

Publisher shall:

- 4.1. Provide technical design, development as well as support and maintenance of the CDU Properties for the provision of the Service. Notwithstanding the foregoing, the Content Provider shall support Publisher technical support for the Content by having a contact available via telephone, email or other communication method to which Publisher may contact Content Provider during normal business hour to have technical and application question about the Content answered. Content Providers shall ensure that such technical contact is knowledgeable and that any third-party developers of the Content are available to answer questions and provide Program Error Correction on a timely basis.
- 4.2. Be responsible for the production of all sales and marketing and collateral marketing materials (including strategy guides) and shall use good faith efforts to market and distribute the Content

which efforts shall be reasonably consistent with similar efforts employed by the Publisher to distribute other similar third party products published by the Publisher. Notwithstanding the foregoing, the Content Provider may whenever necessary aid, assist and provide the Publisher with any necessary documentation and information needed for the Publisher to develop such materials.

- 4.3. Provide the necessary Billing Platform to fulfill each purchase of the Contents and Services in the Territory.

5. RIGHT TO REFUSE

- 5.1. Publisher reserves the right to review the Content from time to time.
- 5.2. If Publisher determines that the Content contains any material or the Content Provider presents any material in any manner that Publisher deems to have breached any of the terms and conditions of this Agreement or which is likely to subject Publisher to unfavorable regulatory action, contravene any law, or infringe the rights of any persons, or subject Publisher to liability for any reason, Publisher will inform Content Provider of the reason for such determination and:
 - 5.2.1. Publisher may refuse to include the Content or any part thereof or any references to such Content on CDU Properties; and/or
 - 5.2.2. Remove or delete the affected Content from the CDU Properties; and/or
 - 5.2.3. direct the Content Provider to immediately remove the affected Content from the CDU Properties who shall remove the Content as so directed; and/or
 - 5.2.4. Require the Content Provider to take measures such as issuing an apology or explanation to the satisfaction of Publisher, depending on the circumstances.

Such contravention or infringement shall include, materials or contents which cause annoyance, embarrassment, distress, harassment, disturbance or nuisance of any kind whatsoever; or which is not in the public interest; or contains obscene or offensive content or racially or ethnically objectionable material.

- 5.3. If Publisher or any of the companies in the CDU Group is notified of any Content or part thereof which is objectionable, (“the offending Content”) whether by an End User or a relevant authority in the Territory or elsewhere, Publisher or any of the companies in the CDU Group will immediately notify the Content Provider who shall immediately remove the offending Content and if the Content Provider does not do so within 24 hours of being so informed, Publisher may remove or delete the offending Content from the CDU Properties without any liability whatsoever to the Content Provider.
- 5.4. Notwithstanding anything to the contrary contained herein, Publisher may refrain from including the Content or any part thereof or any references to such Content on CDU Properties until such time:
 - 5.4.1. the Content Provider provides to Publisher satisfaction documentary proof of Content Provider’s rights to such Content as may be required by Publisher from time to time; or
 - 5.4.2. Publisher determines that the user acceptance test conducted on the Content is successful and is capable of distribution to the End Users. In the event Publisher determines that the Content fails the user acceptance test and the Content Provider is unable to remedy the defect or problem within one (1) month from Publisher notification in writing, Publisher shall not be obliged to provide the Service in respect of the Content.

6. REMUNERATION AND PAYMENT TERMS

- 6.1. The Parties hereby agree and covenant that the Net Revenue generated from the sale of the Contents and Services herein shall be shared by Publisher and Content Provider in the proportion as specified in **item 6** of the **Schedule A**.
- 6.2. Publishers shall remit to Content Provider for its share of the revenue within Thirty (30) days after clearance of payment have been received by Publisher from Mobile Network Operators or Payment Gateway Providers, provided always that the Publishers shall have first in receipt of the relevant invoice from Content Provider.
- 6.3. All payment rendered hereunder shall be in the currency as stated in **item 7** of the **Schedule A**.
- 6.4. For the purpose of this Agreement, the revenue share paid to Content Provider hereunder shall be inclusive of all taxes and duties payable in respect of the Content. Parties shall be individually responsible to settle its respective taxes that may due on its respective revenue share.

7. TERM AND TERMINATION

- 7.1. This Agreement shall commence on the execution of this Agreement and shall continue for a period as stated in **item 4** of the **Schedule A**, unless terminated. If either party wishes to renew and/or extend this Agreement, it shall give the other party thirty (30) days' notice prior to the expiry date of this Agreement so that parties may enter into negotiations. If no formal written notice is given after a lapse of thirty (30) days of the expiry of this contract, it is assumed that the contract will be extended for a period of twelve (12) months.
- 7.2. Either party shall be entitled to terminate this Agreement at its discretion and for any reason whatsoever by service of thirty (30) days written notice to the other.
- 7.3. Either party may terminate this Agreement immediately without prejudice to its accrued rights under this Agreement if:
 - 7.3.1. An agreement in writing signed by both Parties;
 - 7.3.2. Either party commits a serious breach of this Agreement and fails to rectify that breach being capable of remedy within thirty (30) days of a written notice from the other party requiring rectification and giving a reasonable description of the breach; or
 - 7.3.3. One party commence dissolution, winding-up or bankruptcy proceedings (if not discharged within thirty (30) days) whether voluntary or involuntary other than for the purpose of a re-organisation or amalgamation or shall make any arrangement with its creditors or any encumbrancer takes possession or a receiver is appointed with respect to such party or a material portion of its assets.
- 7.4. Where this Agreement is terminated pursuant to this Agreement:
 - 7.4.1. Publisher and the Content Provider shall cease the use of each other's Content or Service as the case may be;

- 7.4.2. all documents containing Confidential Information and copies shall be returned to the respective Parties as soon as practicable;
 - 7.4.3. neither Publisher nor Content Provider shall in any way exhibit any links or display any information that would lead an End User to believe that Publisher and the Content Provider are linked or related in any manner;
 - 7.4.4. no Intellectual Property Rights owned by one Party may at any time thereafter be used by the other Party for any purpose whatsoever.
- 7.5. Termination of this Agreement shall be without prejudice to any other rights, remedies or claims either Party may have against each other under this Agreement or at law in respect of any antecedent breach by the Parties of any provisions of this Agreement

8. TRADEMARKS AND PROPRIETARY RIGHTS

- 8.1. The parties shall each retain all ownership, right, title and interest in and to all trademarks, service marks, trade names, copyrights, and other proprietary property, subject only to the limited license to use such materials for purposes of the other parties obligations set forth in this Agreement.
- 8.2. The parties hereby granted to the other party a non-exclusive license to use trademarks, service marks, trade names and other proprietary property of the other party only as specifically required by such party to fulfill its obligations under this Agreement. Upon termination of this Agreement, each party will immediately cease and desist from all further use of the trademarks and other proprietary property of the other party effective on the effective date of any termination or the expiration of this Agreement.

9. MUTUAL CONFIDENTIALITY

- 9.1. In the course of this Agreement, it is anticipated that one party shall obtain confidential or proprietary information (“the Receiving Party”) belonging to the other party (“the Disclosing Party”). The Receiving Party shall keep confidential and, except for the purpose of fulfilling its obligations under this Agreement, refrain from using this information and any other information which the Receiving Party may acquire with respect to the Disclosing Party’s business, including, but not limited to, information developed and relating to new products, pricing, know-how, trade secrets, processes, and practices, unless and until such confidential information:
 - 9.1.1. becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party;
 - 9.1.2. is known by the Receiving Party at the time of disclosure without violation of any confidentiality restriction and without any restriction on the Receiving Party’s further use or disclosure;
 - 9.1.3. is independently developed by the Receiving Party with reasonable documentation evidencing such development; or

9.1.4. is required to be disclosed by administrative or judicial action provided that the Receiving Party, immediately after receiving notice of such action, notifies the Disclosing Party of such action to give the Disclosing Party the opportunity to seek any other legal remedies to maintain such confidential information in confidence. The Receiving Party shall not disclose to others, without the Disclosing Party's consent, the subject of this relationship without first providing the Disclosing Party with the opportunity to review and approve the contemplated publication.

This undertaking to restrain from use and keep information confidential shall survive the expiration or termination of this Agreement.

9.2. **Information subject to restriction** – For purposes of this Agreement, the term Confidential Information shall mean and include all information received by one party that relates to the other party which is received from the other party or its affiliates or representatives which the other party considers to be confidential and proprietary, including but not limited to business and marketing plans, financial information, the existence or any terms of this Agreement, user information, website activity statistic, software, database, drawings, diagrams, schematics, customer lists, trade secrets, development plans, new program development and planning, advertising plans and materials not yet released, and all other information that either party knows, or has any reason to know that the other party would consider to be confidential.

9.3. Confidential Information will not include information that:

9.3.1. is in or enters the public domain without breach of this Agreement;

9.3.2. the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

9.3.3. the receiving party knew prior to receiving such information from the disclosing party or develops independently.

10. WARRANTY AND REPRESENTATIONS

10.1. Each party represents and warrants to the other party that none of the information, application and content provided to the other party will infringe the proprietary rights of any other party.

10.2. The Content Provider warrants and represents that the Content shall have all the necessary and relevant licenses, consents and approvals from the appropriate authorities to distribute and market the Content in the Territory and the provided Content does not violate the laws, statutes and/or regulations of any jurisdiction in the Territory.

10.3. Publisher warrants and represents that:

10.3.1. Publisher has full right and power to enter into this Agreement;

10.3.2. neither the execution and the delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will violate any agreement Publisher has with any third party or any constitution, statute, regulation, rule, injunction, judgment, order, decree ruling, charge or other restriction of any government, governmental agency, or court to which the Content Provider is subject or any provision of its charter or bylaws; and

10.3.3. Publisher shall comply with all applicable statutes, regulations and rules related to its performance hereunder.

10.4. The Content Provider warrants and represents that:

10.4.1. the Content Provider has full right and power to enter into this Agreement;

10.4.2. neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any agreement the Content Provider has with any third party or any constitution, statute, regulation, rule, injunction, judgment, order, decree ruling, charge or other restriction of any government, governmental agency, or court to which the Content Provider is subject or any provision of its charter or bylaws;

10.4.3. the Content shall be original or under a valid license to the Content Provider with right to provide the License as set forth herein to the Publisher;

10.4.4. neither the execution and performance of this Agreement nor the transactions contemplated herein, infringes, misuses, misappropriates or conflicts with the rights, including copyright, patent and other intellectual property rights or contract rights, licensed to or from, or owned by, a party other than the Content Provider;

10.4.5. the Content shall not contain any libelous or otherwise unlawful material or violate any commercial rights to one's name and likeness, or any privacy or personal rights of any third party; and

10.4.6. the Content Provider shall comply with all applicable statutes, regulations and rules related to its performance hereunder.

11. INDEMNIFICATION

11.1. The Content Provider shall defend, indemnify and hold harmless Publisher from and against any and all liabilities, damages costs and fees for any third party claims or actions arising out of or relating to:

11.1.1. any breach of its representations and warranties made hereunder; or

11.1.2. the failure of the Content to perform to specification or in a customary and reasonable manner;

11.1.3. product liability or design defect with respect to the Content; and

11.1.4. infringement or violation of any trademark, copyright, trade secret, patent or other proprietary right with respect to the Content.

11.2. Publisher shall defend indemnify and hold harmless the Content Provider from and against:

11.2.1. any and all liabilities, damages, costs and fees (including reasonable solicitor's fees) for and third party claims or actions arising out of or relating to any breach of its representations and warranties made hereunder;

11.2.2. allegations of unfair trade practice, trade libel or misrepresentation based on any promotional material, packaging, documentation or other materials provided by or prepared by Publisher or at Publisher's direction with respect to the Content.

12. SPECIAL CONDITIONS & WAIVERS

- 12.1. This The Special Conditions and Waivers (if any) in the **Schedule B** shall be taken, read and construed as an essential part of this Agreement. In the event of any conflict between the provisions of this Agreement and the Special Conditions and Waivers stated in the **Schedule B**, the Special Conditions and Waivers shall prevail.

13. GENERAL PROVISIONS

- 13.1. **Delegation of Duties:** Publisher may delegate any or all of its obligations or duties to one or more its direct or indirect subsidiaries, agents or sub-contractors.
- 13.2. **Notices:** All notices required or permitted under this Agreement shall be in writing.
- 13.3. **Survival:** The rights and obligations of the parties shall survive the termination or expiration of this Agreement or any determination that this Agreement or any portion hereof or schedule hereto is void or voidable.
- 13.4. **Force Majeure:** The Content Provider shall not be liable for any delay in any of its obligations pursuant to this Agreement resulting from any cause beyond the Content Provider's reasonable control or caused by acts of God, fire, sabotage, terrorism, acts of civil or military authorities, priorities, fires, strikes, floods, epidemics, governmental action, rules or regulations, war, riot, delays in transportation or shortages.
- 13.5. **Waiver:** No waiver of any default or breach of this Agreement by either party shall be deemed a continuing waiver or a waiver of any other breach or default, no matter how similar.
- 13.6. **Construction:** Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.
- 13.7. **Legal Fees:** In the event of any litigation between the parties hereto, the prevailing party shall be entitled to recover reasonable legal fees in addition to other relief as the court may award.
- 13.8. **Counterparts:** This Agreement may be executed in any number of counterparts and signatures may be delivered by facsimile, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

14. ENTIRE AGREEMENT

- 14.1. This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein.

This Agreement shall not be altered, waived, modified or amended except in writing signed by the parties hereto and notarized.

15. DISCLAIMER

- 15.1. Pinoy AppShop does not guarantee, represent or warrant that the use of your content will be uninterrupted or error-free.
- 15.2. You expressly agree that the use of, or inability to use, the Pinoy AppShop is at your sole risk. All contents are delivered (except as expressly stated in this Agreement) on "as is" and "as available" basis.
- 15.3. In no case shall Cosmic Digital Universe Inc., its Directors, Officers, Employees, Affiliates, Agents, Contractors, or Licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of Pinoy AppShop service or for any other claim related in any way to your use of Pinoy AppShop service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Pinoy AppShop, even if advised of their possibility.
- 15.4. Cosmic Digital Universe Inc. shall use reasonable efforts to protect information submitted by you in connection with Pinoy AppShop, but you agree that your submission of such information is at your sole risk, and Cosmic Digital Universe Inc. hereby disclaims any and all liability to you for any loss or liability relating to such information in any way.
- 15.5. Cosmic Digital Universe Inc. does not represent or guarantee that the contents submitted thru Pinoy AppShop will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and Cosmic Digital Universe Inc. disclaims any liability relating thereto.
- 15.6. By using the Pinoy AppShop, you agree, to the extent permitted by law, to indemnify and hold Cosmic Digital Universe Inc., its Directors, Officers, Employees, Affiliates, Agents, Contractors, and Licensors harmless with respect to any claims arising out of your breach of this Agreement, your misuse of the Pinoy AppShop, or, to the extent permitted by law, any action taken by Cosmic Digital Universe Inc. as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred. This means that, to the extent permitted by law, you cannot sue or recover any damages from Cosmic Digital Universe Inc. , its Directors, Officers, Employees, Affiliates, Agents, Contractors, and Licensors as a result of of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Pinoy AppShop, or to take any other action during investigation of a suspected violation or as a result of Cosmic Digital Universe Inc.'s conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement.

16. GOVERNING LAW AND JURISDICTION

- 16.1. This Agreement shall be governed by Philippine law in every particular including formation and interpretation.

16.2. Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Philippine.

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IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first above written.

Signed by)
the Publisher)
in the presence of:-)

Name :
Title : **Publisher/Owner**

Signature
Witness' Name :

Signed by)
the Content Provider)
in the presence of:-)

Name : **Randy Tejada**
Title : **Country Manager**

Signature
Witness' Name :

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SCHEDULE A

Item	Subject	Particulars																		
1.	Effective Date	1 January 2015																		
2.	Name and description of the Publisher	Company Name: Cosmic Digital Universe, Inc. Address: Unit 1002 Pearl of the Orient Tower, 1240 Roxas Boulevard, Manila, Philippines. Tel : +632.353.0170 Fax: +632.353.0173																		
3.	Name and description of the Content Provider	Company Name: Cesar Antonio Cuaresma E-Address: cccuaresma1@upd.edu.ph Mobile No: +639428239282 Fax:																		
4.	Duration of Agreement	12 months from the Effective Date. For the avoidance of doubt, the Contract Period shall include all renewal periods of the Agreement in accordance of Clause 7.1 above.																		
5.	Territory	Philippines																		
6.	Share Out Rates	<p>The percentage of sharing (Based on Net Revenue):</p> <p>a) For Sale of Content (Publishing on App Store/Games Hub):</p> <table border="1"> <thead> <tr> <th>Sharing Party</th> <th>Revenue Sharing Ratio (Based on Net Revenue)</th> </tr> </thead> <tbody> <tr> <td>Publisher</td> <td>40%</td> </tr> <tr> <td>Content Provider</td> <td>60%</td> </tr> </tbody> </table> <p>b) For Sale of Content (Preload into Devices):</p> <table border="1"> <thead> <tr> <th>Sharing Party</th> <th>Revenue Sharing Ratio (Based on Net Revenue)</th> </tr> </thead> <tbody> <tr> <td>Publisher</td> <td>50%</td> </tr> <tr> <td>Content Provider</td> <td>50%</td> </tr> </tbody> </table> <p>c) For In-App/ In-Game Advertisement:</p> <table border="1"> <thead> <tr> <th>Sharing Party</th> <th>Revenue Sharing Ratio (Based on Ads Revenue)</th> </tr> </thead> <tbody> <tr> <td>Publisher</td> <td>30%</td> </tr> <tr> <td>Content Provider</td> <td>70%</td> </tr> </tbody> </table>	Sharing Party	Revenue Sharing Ratio (Based on Net Revenue)	Publisher	40%	Content Provider	60%	Sharing Party	Revenue Sharing Ratio (Based on Net Revenue)	Publisher	50%	Content Provider	50%	Sharing Party	Revenue Sharing Ratio (Based on Ads Revenue)	Publisher	30%	Content Provider	70%
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Item	Subject	Particulars
7.	Currency	<p>Content Provider with resident status:</p> <p>a) All invoices shall be issued in and payment made in Philippines Peso ("PHP").</p> <p>Content Provider without resident status:</p> <p>a) All invoices shall be issued in and payment made in United States Dollars ("USD").</p>

[Remainder of Page Intentionally Left Blank]

SCHEDULE B

(This part is to be read and construed as part of this Agreement)

Special Conditions

This is to cover extra-ordinary situation.

[Not Applicable]