

Terms and Conditions

1. INTERPRETION

1.1 Definitions:

Additional Charge: a charge in accordance with J5 Productions' standard rates in effect from time to time.

Charges: the charges payable by the Customer for the supply of the Services by J5 Productions, as set out in the Contract Details.

Commencement Date: the date so specified in the Contract Details or in the Budget document.

Conditions: these terms and conditions set out in Clause 1 (interpretation) to Clause 22 (Jurisdiction).

Confidential Information: the confidential information of a Party which relates to the subject matter of this Contract and includes confidential information relating to the Services; and information relating to the personnel, policies or business strategies of a Party.

Contract: the contract between J5 Productions and the Customer for the supply of the Services in accordance with the Contract Details and/or the Budget document and these Conditions.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to J5 Productions.

Deliverables: all documents, products and materials developed by J5 Productions or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation concept, design, messaging, specification, presentation, process, pricing, methodology, computer programs, data, reports and specifications (including drafts) and the deliverables set out in the Contract Details.

Development Stages: the stages specified in the Contract Details for the performance of the Services and the delivery of Deliverables.

Intellectual Property Rights: copyright, trade mark, concept, design, messaging, specification, presentation, patent, process, pricing, methodology relevant to, among other things, the performance of the Services and the Deliverables.

Services: the services, including without limitation any Deliverables, to be provided by J5 Productions pursuant to the Contract, as described in the Contract Details.

Supplier IPRs: all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

Party: either J5 Productions or the Customer as the context dictates.

Third Party Materials: textual, graphical, specification, process, pricing, methodology, audio or like materials, together with any software, which materials are supplied by a person other than a Party.

1.2 Interpretation:

- (a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
- (b) words in the singular number include the plural and vice versa;
- (c) words importing a gender include any other gender;
- (d) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
- (e) a reference to a clause is a reference to a clause or subclause of this Contract;
- (f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and monetary references are references to Singapore currency unless otherwise specified.

2. SERVICES & DELIVERABLES

- (a) J5 Productions shall supply the Services to the Customer from the Commencement Date in accordance with the Contract.
- (b) J5 Productions shall use reasonable endeavours to adhere to the Development Stages.
- (c) The Customer shall have no remedy against J5 Productions in relation to delayed completion of Services where such delay or failure is the direct or indirect result of any act or omission of the customer or a breach by the Customer of this Contract
- (d) If, (i) with the agreement of J5 Productions, the Customer varies the terms of the Services or the timing of the Development Stages or any other element in the Contract Details; or (ii) without agreement, J5 Productions is unable to adhere to any Development Stage as a direct or indirect result of an act or omission of the Customer or as a direct or indirect result of a breach by the Customer of this Contract, J5 Productions may make an Additional Charge for time, overtime, travel, materials or resource rationalisation resulting directly or indirectly from the agreed variation or the act, breach or omission of the Customer.
- (e) if the act, omission or breach referred to in Clause 2(d) causes delay exceeding thirty days beyond the date of the final Deliverable, J5 Productions may terminate this Contract, and may pursue such remedies as may be available to J5 Productions.

3. ACCEPTANCE OF SERVICES & DELIVERABLES

- (a) The Customer will be deemed to have accepted performance of a Service or delivery of a Deliverable when a period of fourteen (14) days has elapsed since the supply of the said Services to the Customer and the Customer has either:
 - (i) confirmed its acceptance of the Services; or
 - (ii) failed to demonstrate to J5 Productions in writing the nature of any discrepancies between the Services as described in the Proposal, Contract or Budget and the Services delivered to the
- (b) Where the Customer demonstrates that a Deliverable fails to comply with the description in the Proposal, Contract or Budget, J5 Productions shall use reasonable endeavours to modify the Deliverable so that it substantially complies with the Proposal.

4. CUSTOMER'S OBLIGATIONS

- (a) The Customer shall provide any assistance to J5 Productions that is reasonably necessary for J5 Productions to perform the Services.
- (b) The Customer shall, in addition to any other obligations expressed in this Contract, have the following responsibilities:
 - (i) provision of all Customer Materials to be used in the performance of the Services; and
 - (ii) provision of any other information, ideas or suggestions which are to be expressly considered by J5 Productions in performing the Services.
- (c) The Customer shall ensure that J5 Productions is given such information, facilities, services and accessories as J5 Productions requires to enable J5 Productions to comply with its obligations under this Contract.
- (d) J5 Productions will not be responsible for any deficiency or alleged deficiency in the performance of the Services which is attributable to incorrect information provided by the Customer, or failure by the Customer to provide relevant information, either pursuant to this clause or otherwise.
- (e) The Customer undertakes to ensure that any material provided to J5 Productions for inclusion in the Deliverable:
 - (i) does not infringe the Intellectual Property Rights of any person; is not obscene, offensive, upsetting, defamatory, personally offensive or in any way unsuitable for minors; and
 - (ii) Does not comprise and cannot be used for any purpose or activity of an illegal, fraudulent or defamatory nature.

5. CHARGES AND PAYMENT

- (a) In consideration for the provision of the Services, the Customer shall pay J5 Productions the Charges in accordance with this Clause 5.
- (b) The Charges are exclusive of taxes, duties and charges imposed or levied in Singapore or overseas in connection with the Services.
- (c) If the Customer disputes the whole or any portion of the amount claimed in an invoice submitted by J5 Productions, the Customer shall pay the portion of the amount stated in the invoice which is not in dispute and shall notify J5 Productions in writing (within seven days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.
- (d) If the Customer fails to make any payment due to J5 Productions under the Contract by the due date for payment, then, without limiting J5 Productions' remedies under Clause 11
- (e) the Customer shall pay interest on the overdue sum from the due date at a rate of 2% above the average prevailing prime lending rates of J5 Productions' bank until payment of the overdue sum, whether before or after judgment.
- (f) J5 Productions may suspend all Services until payment has been made in full.

6. CUSTOMER'S MATERIAL

- (a) Customer's Materials delivered to J5 Productions will be held by J5 Productions at the risk of the Customer.
- (b) Subject to Clause 6(c), upon completion of the Services and receipt by J5 Productions of payment in full of the Charges and any other money due under this Contract, J5 Productions will notify the Customer that its materials are available for collection ("Collection Notice") and such materials must be collected by the Customer within seven days of the date of that notice.
- (c) If J5 Productions is required to store Customer Materials for greater than seven days after:
 - (i) Delivery of a Collection Notice; or
 - (ii) Payment of Charges is due,J5 Productions will be entitled to recover from the Customer any costs of storage of the Customer Materials prior to collection by the Customer of the Customer Materials.

7. CONFIDENTIAL INFORMATION

- (a) Each Party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by Clause 7.
- (b) Each Party may disclose the other Party's Confidential Information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this Clause 7; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- (d) This clause shall survive the termination of this Contract.

8. INTELLECTUAL PROPERTY

- (a) J5 Productions and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all intellectual Property Rights in the Customer Materials.
- (b) J5 Productions grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables in the Customer's business during the term of the Contract.
- (c) The Customer will be responsible for obtaining all necessary permission, authorisations, licences and consents in relation to the use and incorporation of Third-Party Materials in relation to the Services; and payment of all royalties or licence fees associate.
- (d) The Customer shall indemnify J5 Productions in full against any sums awarded by a court against J5 Productions arising of or in connection with any claim brought against J5 Productions for infringement of a third Party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by J5 Productions.

9. DATA PROTECTION

- (a) Both parties will comply with all applicable requirements of the Personal Data Protection Act 2012 at their own cost.
- (b) Without prejudice to the generality of Clause 9(a), the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to J5 Productions for the duration and purposes of this Contract ("Customer Personal Data").
- (c) Without prejudice to the generality of Clause 9(a), J5 Productions shall only process, use or disclose Customer Personal Data:
 - (i) strictly for the purposes of fulfilling its obligations and providing the services required under this Contract;
 - (ii) with the Customer's prior written consent; or
 - (iii) when required by law or an order of court, but shall notify the Customer as soon as practicable before complying with such law or order of court at its own costs.

10. INDEMNITY

The Customer agrees to indemnify, defend and hold harmless J5 Productions and its respective directors, officers, employees and agents from any damages, liabilities and losses arising out of this Contract (including any claims brought by a third party against J5 Productions) other than any losses that have resulted from the fraud, gross negligence or willful misconduct of J5 Productions or any of its respective directors, officers, employees or agents.

11. TERMINATION

- (a) Without affecting any other right or remedy available to it, either Party to the Contract may terminate the Contract with immediate effect by giving written notice to the other Party if:
 - (i) the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so:
 - (ii) the other Party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; or being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or being a natural person, dies; or ceases or threatens to cease conducting its business in the normal manner
- (b) Without affecting any other right or remedy available to it, J5 Productions may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - (i) the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - (ii) there is a change of control of the Customer.
- (c) On termination of the Contract for whatever reason:
 - (i) the Customer shall immediately pay to J5 Productions all of J5 Productions' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, J5 Productions may submit an invoice, which shall be payable immediately on receipt;
 - (ii) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - (iii) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12. LIMITATION OF LIABILITY

- (a) Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - (i) Death or personal injury caused by negligence;
 - (ii) Fraud or fraudulent representation; and
 - (iii) Breach of the terms as to title and quiet possession, insofar as they are implied by law.
- (b) Subject to Clause 12(a), J5 Productions' total liability to the Customer shall not exceed S\$500,000. J5 Productions' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- (c) Unless the Customer notifies J5 Productions that it intends to make a claim in respect of an event within the notice period, J5 Productions shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred or it's having grounds to make a claim in respect of the event and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. ASSIGNMENT AND OTHER DEALINGS.

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without J5 Productions' prior written consent.
- (b) J5 Productions may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

14. ENTIRE AGREEMENT

- (a) The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15. FORCE MAJUERE

Neither Party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. VARIATION

No variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. WAIVER

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. SERVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable. It shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. NOTICES

- (a) Any notice given to a Party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by registered post at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the following email addresses: finance@j5.com.sg
- (b) Any notice shall be deemed to have been received:
 - (i) If delivered by hand, on signature of a delivery;
 - (ii) If sent by registered post, at 9.00am on the second business day after posting; and
 - (iii) If sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 19, business hours refers to 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. THIRD PARTY RIGHTS

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights for a third party to enforce any term of the Contract.
- (b) The rights of the Parties to terminate or vary the Contract are not subject to the consent of any other person.

21. GOVERNING LAW

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of Singapore.

22. JURISDICTION

Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.