



ASIA - VENDOR AGREEMENT (SHORT FORM)

	Parties	<ol style="list-style-type: none">1. Ai-Media Inc (File Number 5996348), a company registered in the state of Delaware, United States of America, with its office located at 241 West Federal Street Youngstown, OH 44503 (Ai-Media);2. The Vendor/Supplier noted in the applicable Ai-Media Vendor Registration Form (Supplier)
1	Commencement Date	On full execution
2	Engagement	<ol style="list-style-type: none">a) Ai-Media hereby engages the Supplier to provide the Services as ordered by Ai-Media from time to time.b) The Supplier is responsible for supplying all equipment, tools, internet connectivity and software necessary to provide the Servicesc) In consideration for such Services, Ai-Media will pay to the Supplier the Fees on the terms provided herein. Ai-Media Contact may change at any time during the Agreement at the discretion of Ai-Media.
3	Term	<ol style="list-style-type: none">a) Initial Term: 1 year commencing on Commencement Date.b) 30 days prior to the end of the Initial Term, either party may terminate this Agreement by providing notice to the other of such intention. If no such notice is provided then the Term shall be extended, on a rolling basis, for further 1 year periods.
4	Services	As prescribed in Schedule 1
5	Nominated Personnel	<ol style="list-style-type: none">a) The Supplier will provide the persons nominated in the Ai-Media Vendor Registration Form to provide the Services hereunderb) Ai-Media may require the Supplier to replace the Nominated Personnel with another person as is reasonably acceptable to Ai-Media.
6	Terms of Service	<ol style="list-style-type: none">a) Ai-Media, at its discretion, may make Services Orders available to the Supplier. Ai-Media does not guarantee a minimum number of assignments offered to the Supplier.b) The Supplier must advise Ai-Media if it accepts an assignment of Services. The Supplier must complete an accepted assignment on the terms required by Ai-Media.c) Ai-Media shall have 10 days after receipt of deliverables to assess the quality thereof. Acceptance shall deem to occur 10 days after receipt of material unless Supplier receives a written response indicating what changes are deemed necessary.d) The Supplier agrees to tag all deliverables provided hereunder as owned by Ai-Media (whether in meta data or as otherwise directed by Ai-Media).e) Subject to clause 9, Ai-Media may cancel an assignment accepted by the Supplier at any time and for any reason.f) This engagement is non-exclusive upon both partiesg) The Supplier may subcontract its service obligations under this Agreement provided that:<ol style="list-style-type: none">i. it provides to Ai-Media the contact name, email address, physical address and phone number of each such sub-contracted third party prior to their engagement; and

		<p>ii. Ai-Media expressly approves, at its discretion, of Supplier subcontracting services to that third party.</p>
	<p>Supplier Obligations</p>	<p>The Supplier:</p> <ul style="list-style-type: none"> a) must be fully authorised and able to enter into this Agreement b) must perform the Services with due care and skill and in a professional, competent, lawful and efficient manner; c) must perform the Services to the minimum quality standards notified by Ai-Media in writing from time to time, and whereas at the date of this Agreement; d) must not do anything that may be harmful to the reputation or interests of Ai-Media; e) must comply with all policies and procedures issued by Company that may be relevant to the Services, including policies and procedures relating to information technology, security, use of Ai-Media’s software and online platforms and privacy; f) must comply with all legal requirements, statutory or otherwise, so far as they affect or apply to the Supplier or to the Services; g) must immediately correct at the Supplier’s own cost any deficiencies in the provision of the Services identified by Ai-Media and notified to the Supplier; h) agrees that it is responsible for ensuring its and Worker’s, being any employee, agent or sub-contractor of the Supplier which Ai-Media has agreed in writing may perform the Services, (Workers) health, safety and welfare while performing the Services; and i) it is solely liable for paying itself and its Workers all remuneration and benefits and to pay all taxes and duties in respect of such remuneration and benefits. j) ensure that each of its Workers strictly abide by and operate in accordance with all obligations and restrictions placed upon the Supplier herein. k) Will remain fully liable in respect of any breach of the terms herein by any of its Workers. l) is responsible for keeping its own insurances, including but not limited to public liability, professional indemnity and workers compensation insurance. From time to time Ai-Media may request that it provides certificates of currency for your insurance policies, upon request by Ai-Media you acknowledge and agree that you are required to provide requested certificates of currency.
<p>8</p>	<p>Fees</p>	<ul style="list-style-type: none"> a) In consideration of the Supplier providing the Services in accordance with this Agreement, Ai-Media will pay the Fees which are to be mutually agreed between the parties. b) The Fees are exclusive of tax, fees, imposts or charges. Each party agrees to comply with relevant laws relating to goods and services or sales tax. c) The Supplier must issue a monthly a detailed tax invoice for Services rendered in arrears for Services rendered. Ai-Media will pay the Fee to the Supplier within 30 days of receipt of a non-disputed tax invoice. d) Without prejudice to clause 8(c), the Supplier will not be paid any Fees in respect an assignment of Services where: <ul style="list-style-type: none"> i. the Services do not meet Ai-Media’s quality standards; or

		<ul style="list-style-type: none"> ii. where the Supplier cancels the assignment or otherwise fails to provide the Services. e) Supplier are required to complete claimed work by the stated due date and time. If Supplier does not submit a job by the due date and time (or such job is of a poor quality), Ai-Media will consider that job incomplete and reserves the right to withhold pay for that job. f) No payment or reimbursement is made for Supplier's expenses
<p>9</p>	<p>Cancellation</p>	<ul style="list-style-type: none"> a) If Ai-Media cancels an assignment that has been accepted by the Supplier within 24 hours of its due date, then Ai-Media must still pay the Supplier the full Fees for that Service Order. Otherwise, Ai-Media is not liable to pay any Fees to the Supplier for assignments cancelled by Ai-Media. b) Ai-Media may set-off any amount payable to the Supplier by Ai-Media under this Agreement against any amount payable by the Supplier to Ai-Media. The Cancellation Fee may, at Ai-Media's discretion, be deducted from the Fees payable for Services. c) All expenses incurred by Supplier in performing the Services will be the sole responsibility of Supplier. d) All payments to any Worker shall be the sole responsibility of the Supplier and Supplier hereby indemnifies and holds Ai-Media harmless in respect of any liability that arises directly or indirectly in respect of such matters.
<p>10</p>	<p>Indemnity</p>	<ul style="list-style-type: none"> a) The Supplier indemnifies, and must keep indemnified, Ai-Media, its related parties, directors, staff, agents and affiliates from all claims or loss, that are suffered or incurred arising directly or indirectly from, or in connection with: <ul style="list-style-type: none"> i. any breach of this Agreement by the Supplier or Workers; ii. the Supplier's employment or engagement of its Workers; iii. any liability in respect of any amount or premium related to benefits, pension, income tax, insurance or any similar charge in respect of it or its Workers; iv. any negligent, wrongful or unlawful act, error or omission of the Supplier or its Workers; v. any personal injury or death, or loss of, or damage to, property caused or contributed by any act or omission of the Supplier or its Workers; or vi. any third-party claim caused by any act or omission of the Supplier, including that the Supplier has breached the Intellectual Property rights of a third party. b) YOU EXPRESSLY UNDERSTAND AND AGREE THAT AI-MEDIA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AI-MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE ANY AI-MEDIA SERVICE OR ANY COMPONENTS OF THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR

		<p>MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL AI-MEDIA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNTS PAID OR PAYABLE BY AI-MEDIA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).</p> <p>c) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OR ACCESS TO THE SERVICE. IN ALL CASES, YOU HEREBY AGREE THAT THE ABOVE EXCLUSION OF WARRANTIES AND LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.</p> <p>d) To the maximum extent permitted by applicable law, Ai-Media assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal data stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party.</p>
11	Confidentiality	<p>a) A party must not, and must ensure that its Workers do not disclose any Confidential Information of the other party, except:</p> <ul style="list-style-type: none"> i. as required by law judicial or governmental body; or ii. with the prior written consent from the other party. <p>b) A party must only use the Confidential Information, for performing its obligations hereunder.</p> <p>c) A party must store Confidential Information safely and securely.</p> <p>d) A party must immediately notify the other party in writing of any actual or threatened disclosure of any Confidential Information.</p> <p>e) Upon termination or expiry of this Agreement, each party must destroy, all Confidential Information in its possession or control.</p> <p>f) A party, or its Workers, will not in any way (directly or indirectly) make disparaging comments regarding the other or the circumstances of this Agreement which is likely to bring into disrepute or otherwise adversely affect the other party's goodwill or reputation.</p> <p>g) In this Agreement, Confidential Information means all information (whether oral or otherwise) relating to a party and its business that is not publicly available including without limitation strategic, corporate, clientele, operational and financial information and all other business,</p>

		<p>technical and financial information (including, without limitation, the Services and any of its features, processes and systems and any intellectual property rights relating thereto, Ai-Media content, the identity of and information relating to users of its platforms or employees) developed, learned, accessed or obtained by or for or on behalf of Supplier during the period that Supplier are to be providing the Services that relate to Ai-Media or the business or demonstrably anticipated business of Ai-Media or in connection with the Services or that are received by or for Ai-Media in confidence and the contents of this Agreement.</p> <p>h) Supplier agrees that it has no expectation of privacy with respect to Ai-Media's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that its activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.</p>
<p>12</p>	<p>Intellectual Property</p>	<p>a) If Ai-Media discloses to the Supplier any of Ai-Media's Intellectual Property, all rights to that Intellectual Property (including amendments made by the Supplier and/or its Workers) remain the sole property of Ai-Media. Supplier hereby assigns to Ai-Media all Intellectual Property rights therein, and the Supplier will do all things necessary to give effect to such assignment (and will procure that its Worker do all of the same to affect such assignment).</p> <p>b) The Supplier irrevocably and unconditionally assigns to Ai-Media all Intellectual Property rights in the Contract Materials and Developed IP and will do all things to effect to such assignment (and will procure that its Worker do all of the same to affect such assignment)</p> <p>c) The Supplier warrants that the Contract Materials and Developed IP do not infringe the Intellectual Property rights or other rights of a third party.</p> <p>d) The Supplier irrevocably and unconditionally consents and must ensure that its Workers irrevocably and unconditionally consent, to all acts and omissions of Ai-Media which may otherwise infringe Moral Rights or analogous rights in the Contract Materials.</p> <p>e) Without limitation, Ai-Media may change, copy, adapt and/or translate a Work in any manner or context for any purpose notwithstanding that such conduct may amount to derogatory treatment of the work (or otherwise infringe Moral Rights).</p> <p>In this Clause:</p> <p>Contract Materials means materials created by the Supplier in performing the Services, including reports, presentations, data, transcripts, training material, designs, drawings and other documents.</p> <p>Developed IP means all Intellectual Property (and parts thereof) created, developed or generated by the Supplier in performing or as a result of the Services.</p> <p>Intellectual Property means all registered and unregistered copyright, designs and industrial designs, circuit layouts, trademarks, trade secrets, confidential information, patents, invention and/or discoveries.</p>
<p>13</p>	<p>Termination</p>	<p>a) Either party may terminate this Agreement at any time on 30 days' written notice ("Notice Period") to the other.</p> <p>b) The parties acknowledge that:</p>

		<ul style="list-style-type: none"> i. during the Notice Period the Supplier must ensure that all work allocated to the Supplier prior to the giving or receiving of notice is completed by the end of the Notice Period; and ii. the Supplier will not be provided with additional work beyond the final date of the Notice Period. <p>c) A party may terminate this Agreement immediately with notice if:</p> <ul style="list-style-type: none"> i. if the other party commits a breach and fails to remedy the breach within 5 days of receiving a notice from the first party identifying the breach and remediation of the breach; or ii. the other party becomes insolvent, bankrupt or the subject of liquidation or administration proceedings. <p>d) Notwithstanding Clause 13(c), Ai-Media may, at its discretion, terminate this Agreement immediately if the Supplier (or its Workers) does any of the following:</p> <ul style="list-style-type: none"> i. the Supplier delivers Deliverables that are not of sufficient quality; ii. is guilty of any dishonesty, fraud or negligence in connection with the provision of the Services; iii. breaches Clause 15 of this Agreement in any way; iv. engages in any act or omission that in the reasonable opinion of Ai-Media, does or is likely to injure the goodwill, reputation or business of Ai-Media; v. is charged with any serious criminal offence; or vi. is subject to proceedings or claims related to a breach of intellectual property or confidentiality obligations and/or rights. <p>e) On termination, the Supplier must immediately deliver to Ai-Media all of Ai-Media Confidential Information, Intellectual Property, and other property, which has come into the Supplier's possession or control hereunder.</p>
<p>14</p>	<p>Non-Solicitation and Restraint</p>	<p>a) During the Term and for a period of 3 years after the termination or expiry of this Agreement, the Supplier must not (and will ensure that any Workers must not):</p> <ul style="list-style-type: none"> i. canvass, solicit or endeavour to entice any employee, contractor or supplier of Ai-Media to terminate their contracts of employment or engagement with Ai-Media; ii. attempt in any manner to persuade a client or customer of Ai-Media to cease dealing with or reduce the dealings which the client or customer has customarily had or contemplated having with Ai-Media; iii. induce any other person to perform any of the acts specified in sub-clauses (a) and/or (b). <p>b) The Supplier acknowledges that any breach by the Supplier of this clause would cause harm and significant damage to Ai-Media and accordingly that Ai-Media has the right to seek immediate injunctive relief.</p> <p>c) Furthermore, Supplier hereby represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of the Agreement, or that would preclude it from fully complying with the provisions hereof, and further certify that you will not enter into such conflicting agreement during the term of this Agreement.</p>

		<p>d) The Supplier acknowledges that the covenants herein are fair and reasonable and that Ai-Media is relying upon this acknowledgement in entering into this Agreement.</p>
<p>15</p>	<p>Privacy and Data Protection</p>	<p>Where any Ai-Media Content provided to Supplier by Ai-Media or a customer contains personal data, personal information or equivalent thereof (as such terms are defined by Applicable Data Protection Laws) ('Personal Data') Supplier must at all times comply with the requirements of all Applicable Data Protection Laws. This clause 15 (Privacy and Data Protection) is in addition to, and does not relieve, remove or replace, any obligations that Supplier may otherwise have under Applicable Data Protection Laws.</p> <p>Without prejudice to the generality of the above provision, Supplier must, in relation to any Personal Data processed or handled by Supplier in providing the Services or at all under this Agreement:</p> <ul style="list-style-type: none"> (i) process that Personal Data only on the written instructions of Ai Media, unless required by any Applicable Data Protection Laws (provided that in the latter case Supplier notifies Ai Media of the scope of any such requirements); (ii) ensure that Supplier has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of all systems and services handling or processing Personal Data, ensuring that availability of and access to Personal Data can be restored in a timely manner after any incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted); (iii) notify Ai Media immediately if Supplier becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of Personal Data or of any Personal Data Breach, and in any event within 24 hours on becoming aware of such, whether arising as a result of a security incident or otherwise. Supplier will respond without delay to all queries and requests for information from Ai Media about any incident, in particular bearing in mind any statutory or other regulatory timescales that Ai Media (or any member of the Ai Media group of companies) may be required to comply with; (iv) take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential; (v) notify Ai-Media promptly upon becoming aware and in any event within 24 hours if Supplier receive a request from a third party for access to its Personal Data; (vi) at the written direction of Ai Media, delete or return Ai Media Content including Personal Data and copies thereof to Ai Media on termination of this Agreement for reason, unless required by Applicable Data Protection Laws to store the Personal Data (provided that in the latter case Supplier notify Ai Media of the scope of any such requirements); (vii) maintain complete and accurate records and information in its provision of the Services to demonstrate compliance with this clause; and

	<p>(viii) indemnify and hold harmless Ai Media (and each member of the Ai Media group of companies, as relevant) against any and all claims, damages, liability, settlement, attorneys' fees and expenses, including any loss or damage suffered by Ai Media or any member of the Ai Media group of companies in relation to any breach by Supplier, or its authorised personnel, Workers or contractors, of the obligations set out hereunder.</p> <p>As regards any export of Personal Data to which the EU GDPR applies and with respect to which Supplier act as a Data Processor (as such term is defined under the EU GDPR). Supplier will comply with the obligations of a transferee as set out under the EU Standard Contractual Clauses.</p> <p>Ai Media is entitled, on giving reasonable notice to Supplier to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the Processing of Personal Data. The requirement to give notice will not apply if Ai Media believes that Supplier is in breach of any obligations under this Agreement. Without prejudice to the generality of the foregoing, Supplier must make available to Ai Media all information necessary to demonstrate compliance with the obligations laid down in Applicable Privacy Laws and will allow for and contribute to audits, including inspections, conducted by Ai Media or another auditor mandated by any member of the Ai Media group of companies.</p> <p>Ai Media does not consent to Supplier appointing any third party processor of Personal Data under this agreement unless agreed otherwise in writing.</p> <p>Further, in providing the Services and at all times, Supplier must:</p> <ul style="list-style-type: none"> (a) take reasonable precautions to preserve the integrity of Ai-Media Content, including Personal Data, User data and other information which Supplier processes under or in relation to this Agreement (Ai Media Data) to prevent any corruption or loss of such; (b) make regular backup copies of Ai Media Data at such intervals as Ai Media may request (and if not so requested, weekly) and record the copy on media from which the Ai Media Data can be reloaded if there is any corruption or loss of such; (c) in such event and if attributable to any default by Supplier or any of its contractors, promptly restore the Ai Media Data at its own expense or, at Ai Media's, promptly reimburse Ai Media for any reasonable expenses it incurs in having the Ai Media Data restored by a third party; and (d) at the written request of Ai Media at any time or times up until 6 months after termination of this Agreement howsoever arising return to Ai Media without further charge and in the format stipulated by Ai Media a copy of all Ai Media Data residing on all systems and equipment. <p>Supplier warrants that the security of Supplier's network and information systems is up to date and accurate and that Supplier will update Ai Media promptly in the event of any changes.</p> <p>Supplier will use best endeavours to ensure business continuity for Ai Media, Users and customers at all times.</p> <p>For the purposes of this clause 15:</p>
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		<p>Applicable Data Protection Laws means all US, European UK and international applicable laws, enactments, regulations, regulatory policies, guidelines, mandatory and legally required industry codes, regulatory permits and regulatory licences which are in force from time to time, including, in respect of Supplier and its contractors, any statutory duty relating to or impacting upon the processing and /or privacy of personal data, including, as applicable, the EU General Data Protection Regulation 2016/679, dated 27 April 2016 (EU GDPR) on the protection of natural persons with regard to the processing of personal data and or the free movement of such data.</p> <p>EU Standard Contractual Clauses means the standard contractual clauses for the transfer of personal data from an EEA established controller to processors established in third countries, as approved by the European Commission Decision (2010/87/EC) under the EU Directive (95/46/EC) or any set of clauses approved by the European Commission or a Supervisory Authority (as defined under the EU GDPR) which subsequently amends, replaces or supersedes these.</p>
<p>16</p>	<p>General</p>	<ul style="list-style-type: none"> a) Clauses 10, 11, 12, 13, 14 and 15 shall survive termination of this Agreement. b) All notices must be provided to the other via email as noted in Schedule 2. c) Except with the prior written approval of the Company, the Supplier will not hold itself out as being authorised to exercise any responsibilities for or on behalf of the Company, bind the Company to a contract, or create any liability against the Company in any way or for any purpose. d) This Agreement is a legally binding agreement. Parties will enter into a long form agreement in respect of the above, however, if such long form is not executed, this Agreement shall remain binding on all parties. e) The relationship between the parties is that of a principal and an independent contractor and contains the whole agreement between the parties in respect of the subject matter of the Agreement. f) Ai-Media may assign whether in whole or part, its rights or obligations herein. Supplier may not assign any part of this Agreement without the prior written approval of Ai-Media. g) You agree that: (i) the Service shall be deemed solely based in Delaware; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Ai-Media, either specific or general, in jurisdictions other than Delaware.



SCHEDULE 1

SERVICES

Translation, transcription, audio description, media alternative and/or captioning services and deliver the translation, transcription, audio description, media alternative and/or captioning deliverables (“**Deliverables**”) as requested by Ai-Media.



SCHEDULE 2

ADDRESS FOR NOTICES

- **Ai-Media:**

Name: Looi Poh Ling

Email: looi.pohling@ai-media.tv

Phone: +601 23328322

Address: Park Avenue Rochester, 31 Rochester Drive, Level 02 – Suite 69,
Singapore 138637

- **Supplier:** As provided in the Ai-Media Vendor Registration Form, completed by the Supplier.