

ART OF CLICK TERMS AND CONDITIONS ON RELATIONS WITH ADVERTISERS

- 1. Agreement.** These Terms and Conditions (the “**T&C**”) shall be deemed incorporated into any Insertion Order (“**Order**”) entered into between Art of Click (“**Art Of Click**”) and the company (including its holding company), advertiser or agency identified in the Order (collectively, the “**Client**”). The Client and Art Of Click are collectively referred to as the “**Parties**”, individually as a “**Party**”. Client warrants that it contracts with Art Of Click as principal, notwithstanding that the Client may be acting as an advertising agency or media buyer or in some other representative capacity. Client’s placing of an Insertion Order implies full acceptance by Client of these T&C. Those T&C and the Insertion Order shall constitute a binding contract between the Parties and are collectively referred to herein as the “**Agreement**”, to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Agreement shall govern the provisions of the services by Art Of Click to the Client as described in an Order (“**Services**”). In the event of conflicting provisions between an Order and these T&C, the Order shall prevail.
- 2. Provision of Content.** Client will provide advertising media, links, graphics, icons, and such other items (collectively “**Content**”) as may be necessary for Art Of Click to publish the agreed promotion, link and/or advertisement (“**Advertisement**”). The Content shall be provided in accordance with Art Of Click’s policies and specifications in effect from time to time, including without limitation the manner of transmission to Art Of Click, the lead-time prior to publication, and the requirements set forth herein. Art Of Click shall not be required to publish any Content that are not received in accordance with such policies and specifications and reserves the right to charge Client, at the rate specified in the Order, for inventory held by Art Of Click pending receipt of acceptable Content from Client which are past due. Client hereby grants to Art Of Click a non-exclusive, royalty-free, worldwide, fully paid license to store, use, reproduce and display the Content (and the contents, trademarks and brand features contained therein) in accordance herewith.
- 3. Third Party Ad Serving.** If Art Of Click has approved the use of a third party server (“**Third Party Server**”) in connection with this Order, the following provisions shall also apply: (A) Client shall post each Advertisement to a staging area and shall notify Art Of Click of such posting at least two (2) business days prior to the date the Third Party Server is scheduled to serve such Advertisement. Such Advertisement shall be reviewed by Art Of Click and must be approved in writing by Art Of Click before it can be served by the Third Party Server. (B) Client shall post all scheduling changes, new target URLs, new HTML specifications, new graphics and all other new or revised Advertisements (“**Revisions**”) to a staging area and shall notify Art Of Click of such posting at least two (2) business days prior to the date Client wishes such Revisions to take effect. Revisions shall not be implemented until approved by Art Of Click in writing, which approval shall be at Art Of Click’s sole discretion. (C) If Company discovers that Client or Third Party Server has served, or caused to be served, an Advertisement to Art Of Click’s inventory in violation of this Agreement, Client must immediately notify Art Of Click of the violation (along with a written

explanation) and remove the Advertisement from its placement or rotation on the Art Of Click inventory. Nothing in this Section shall limit any of Art Of Click's rights or remedies in the event of such breach. (D) In the event of cancellation or rejection of an Advertisement, Client shall cause the Advertisement to be removed from Art Of Click's inventory and from its advertising rotation no later than two (2) hours after written notification from Art Of Click. (E) If Company or Third Party Server serves the Advertisement, neither Client nor Third Party Server may restrict the number of times an Advertisement shall be served to a user in any given period.

- 4. Right to Reject.** Art Of Click reserves the right to reject or cancel any Advertisement (or any element thereof), Order, campaign, URL or other link, space reservation or position commitment, at any time, for any reason whatsoever, including belief by Art Of Click that the relevant Advertisement, Content or activity may subject Art Of Click to criminal or civil liability or is materially adverse to Art Of Click's business interests. The fact that Art Of Click has not rejected an Advertisement shall in no way reduce, limit or otherwise affect Client's responsibility and obligations under this Agreement. In the event Art Of Click exercises its right to reject hereunder, Art Of Click shall notify Client in writing. Except as otherwise expressly provided in the Order, the Agreement is non-cancellable by Client.
- 5. Positioning.** Except as otherwise expressly provided in the Order, positioning of Advertisements within the targeted inventory is at the sole discretion of Art Of Click. Art Of Click may, at its sole discretion, modify or remove any portion of the targeted inventory (and use commercially reasonable efforts to substitute with similar inventory). Although Art Of Click will use reasonable efforts to comply with start and end dates, Art Of Click does not guarantee the date or dates of insertion of the Advertisement(s) and does not guarantee that the Advertisement(s) will not be displayed after the end date specified
- 6. Delivery; Usage Statistics.** Unless specified otherwise in the Order, Art Of Click makes no guarantees with respect to usage statistics, levels of delivery or impressions, click-throughs, leads generated or actions taken, including without limitations, completed program downloads or installations. Possible reasons for differences between reported initiated and reported completed downloads or installations include, but are not limited to: (a) mobile device connection failures, (b) inconsistency in download directories among mobile devices, and (c) failures of applications to operate on certain mobile devices.
- 7. Measurements.** Prior to each campaign, Parties shall agree the reporting on which the fees charged to Client shall be based. Unless otherwise agreed in writing by the Parties, fees charged by Art Of Click shall be based on the total amount reflected on the actual delivery at the end of each month or each campaign, whichever comes earlier, according to Client's reports for CPI and CPA or Art Of Click's reports for CPC and CPM. Client shall be responsible to validate all impressions, clicks, leads and/or conversions.

(A) Where fees are based on Client's reports, the Client shall send its report to Art Of Click no later than the fifth (5th) day of each month; failure to do so, fees shall be based on Art Of Click Reports and paragraph (B) below shall apply. Client shall,

during the term of this Agreement and for a period of three (3) months thereafter, retain books and records of all data necessary to compute the fees to be charged by Art Of Click to Client. Art Of Click (or any third party appointed by Art Of Click for that purpose) shall have the right from time to time to audit such books and records. In the event that the audit reveals an underpayment, Client shall forthwith pay such underpayment to Art Of Click together with late payment interests (in accordance with clause 8). If the underpayment is greater than five percent (5%), Client shall reimburse Art Of Click the costs of the audit. Audit measurements are final.

(B) Where fees are based on Art Of Click's reports, Client shall notify Art Of Click of any discrepancies between its measurements and the fees charged by Art Of Click within five (5) days from the date of Art of Click's invoice. Failure to do so, Client acknowledges and agrees that Art Of Click measurements are final and prevail over any other measurements and Client waives any and all rights and title to dispute in connection or arising out of Art Of Click measurements. Whether fees are based on Client or Art Of Click reports, where no Key Performance Indicators ("**KPIs**") have been agreed in writing by Art Of Click and Client, Art Of Click shall not accept any rejection based on quality, including without limitation fitness for purposes, and all such rejections shall be charged by Art Of Click and paid by Client. Art Of Click shall own all campaign data obtained as a result of the display of Advertisement(s), including click through rates, conversion rates, and any user data ("**Campaign Data**"). Client may use Campaign Data only as reasonably necessary to fulfil its obligations under this Agreement, and shall comply with Section 10 and all applicable laws in using Campaign Data.

- 8. Invoicing and Payment.** All payments will be made in advance unless otherwise agreed in writing by Art Of Click. Art Of Click shall be under no obligation to perform any Services until full payment is received to the satisfaction of Art of Click. All payments shall be made in US dollars or any other currency as indicated in the invoice. Invoices are due and payable within thirty (30) days following the end of the month (i.e. January 2017 invoice shall be paid on or before 28 February 2017), whether the fees/invoice are disputed or not. If payment is not received within the due date, Art Of Click reserves the right, without prejudice to any other rights or remedies it may have under this Agreement, to charge two percent (2%) interest per month on the outstanding amount. Such interests shall accrue on a daily basis from the due date until actual payment of the outstanding amount. In the event of Client's failure to pay invoices in accordance with this Agreement, (i) all costs for recovery, including without limitation attorney's fees, incurred by Art Of Click, shall be reimbursed by the Client to Art Of Click and (ii) Art Of Click reserves the right to suspend the provision of the Services and/or to terminate this Agreement, without prejudice to its other remedies under the law.
- 9. Taxes and Costs.** The fees charged by Art Of Click under this Agreement are exclusive of, and the Client shall bear, all taxes (including without limitation GST/VAT and withholding tax), banking costs, exchange costs, wire transfers, duties and any other costs arising out of or in connection with this Agreement. If the Client is required to withhold or deduct any tax from the fees, the Client shall pay such additional amount to Art Of Click as is necessary to ensure that Art Of Click receives a sum equal to what would have been received had no such withholding or deduction been required.

- 10. Privacy, Use of Data.** Client shall comply with all applicable privacy laws and regulations. In particular, Client shall ensure: (a) that all sites linked to via an Advertisement conspicuously post a privacy policy that at a minimum (i) describes how the site operator collects, uses, stores and discloses information obtained from visitors to such site, and (ii) instructs visitors how to opt-out of the collection of such information; (b) compliance at all times with the privacy policies described in sub-section (a); and (c) the usage of reasonable means to protect the security of users' personal information collected through sites linked to by Advertisements, such as encryption and password access. Art Of Click reserves the right to terminate this Agreement immediately in the event of a violation of this Section or, if in the reasonable determination of Art Of Click, the subject privacy policy(ies) do not adequately disclose information collection practices
- 11. Content Guidelines and Ad Content.** All Advertisements must comply with advertising laws, regulations and industry standards in Singapore and in the territory in which the Advertisements are displayed. Advertisements shall not contain any item that is misleading, inaccurate, or that makes fraudulent or unfair competitive claims or that makes insufficiently supported claims or claims that distort the true meaning or practical application of statements made. Additionally, the Advertisements may not contain or promote material that contains malware of any kind, including without limitation viruses, worms, Trojans, spyware, or adware, nor material that is offensive or which violates any provision of applicable law and regulations (including but not limited to, libel, copyright trademark, right to privacy, etc.). Advertisements must comply with standards of decency and good taste. Art Of Click will decide, in its sole discretion, whether the content, material or services provided in or through Client complies with these standards. Art Of Click may change these guidelines at any time upon prior written notice to Client. Client agrees to cooperate in promptly editing, changing or stopping, any Advertisement that Art Of Click in good faith believes to be in violation of these advertising standards.
- 12. Representations and Warranties.** Each Party represents and warrants to the other Party that it has the authority and requisite power to enter into this Agreement. Client warrants and represents that it holds the necessary rights and licences to permit the use of the Advertisement and Content by Art Of Click under this Agreement and that all information provided under this Agreement are true, accurate, exhaustive and up-to-date. The Client further represents and warrants that the Advertisements (i) do not infringe any rights of any third party (including without limitation intellectual property rights) or any other agreements or arrangements, (ii) comply with all applicable laws, statutes, ordinances and regulations, (iii) does not contain any material that is obscene, defamatory or contrary to any applicable law or regulations and does not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation and (iv) is free from any viruses. The Client shall indemnify, defend and hold harmless Art Of Click, its officers, shareholders, employees, representatives, agents and associated companies, against any and all losses of any kind, damages, claims, liabilities and expenses (including without limitation attorney's fees and costs), administrative proceedings or criminal investigations of any kind arising out of the breach of any of Client's representations, warranties or covenants hereunder and/or the publication of Client's Advertisements and/or any site, material, product or service to which users can link through such Advertisements (including without

limitation, any claim of trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices).

- 13. Disclaimer of Warranties.** All Services are provided by Art Of Click "AS IS" and, except as set out in this clause, Art Of Click disclaims all warranties or conditions, express or implied, with respect to any matter and, in particular, but without limitation, expressly disclaims any warranties or conditions of merchantability, non-infringement or the quality or fitness for any particular purpose of any Service provided under the Agreement.
- 14. Fraud.** Client acknowledges that third parties other than Art Of Click may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks, or other actions on the Advertisements, including without limitation delivering incentivized traffic on non-incentivized offers. As between Art Of Click and Client, Client accepts the risk of any such improper actions. Client's exclusive remedy for such suspected improper actions is for Client to request for a refund relating to its impacted advertisements within five (5) days from the end of each month. Any refund in connection with the Client's aforementioned requests shall be supported by evidence on a Sub ID level. In no case will Art Of Click accept any claim of refund for charged amounts already accepted or confirmed by the Client.
- 15. Limitation of Liability.** Neither party limits its liability for (i) fraud or theft by it or its employees; (ii) death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable and (iii) under Sections 16 (Confidentiality), 12 (Representations and Warranties) and 24 (Non Competition-Non Solicitation). Subject to the foregoing, the total aggregate liability of a Party under this Agreement, for whatever cause, whether in contract, tort or otherwise, shall not exceed in any event an amount equal to the last three (3) months invoiced to and paid by the Client. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise. The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Section 15 is held to be invalid under any applicable statute or rule of law it will to that extent be deemed omitted but if any Party becomes liable for loss or damage which would otherwise have been excluded that liability will be subject to the other limitations and provisions set out in this Section 15. Nothing in this Section 15 will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party. The Parties agree that they have negotiated this Section 15 and that it represents a fair and equitable position.
- 16. Confidentiality.** Each Party shall treat and keep all information received under, or arising out of, this Agreement (including without limitation any data pertaining to any campaign, all information regarding the specific viewing of Art Of Click's advertisements, the click-through rates of such Advertisements or Impressions generated, and the demographics of users that respond to the advertisements, processes, software, know-how, data and, subject to Section 20, contents and existence this Agreement) (the "**Confidential Information**") as secret and confidential. The receiving Party shall not, without the disclosing Party's written consent, directly or indirectly, communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in

accordance with the terms of this Agreement. The receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information: (i) to those of its directors, officers, employees, agents, professional advisers, contractors, sub-contractors or any associated company (the "**Agents**") who strictly need to know the Confidential Information for the sole purpose set out in this clause provided that the receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the disclosing Party on the same terms as contained in this Agreement. The receiving Party shall at all times remain liable for any actions or omissions of such Agents that would constitute a breach of this Agreement; or (ii) to the extent required by law or the rules of any applicable regulatory authority. If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the disclosing Party, the receiving Party shall as soon as practicable notify the disclosing Party of such event and, if requested by the disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use. Notwithstanding whether the receiving Party uses the Confidential Information in accordance with this Agreement or not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the disclosing Party and its disclosure shall not confer on the receiving Party any rights of the disclosing Party (or its Agents), including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement. The receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the receiving Party keeps its own Confidential Information. The receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement. Without prejudice to any other rights or remedies of the disclosing Party, the receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause 16 and that the disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Section 16. If there is a change of control of the receiving Party to a competitor of the disclosing Party then the receiving Party whose control has changed shall not, without the disclosing Party's prior written consent, directly or indirectly, communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to the new controlling party. This clause shall survive for a period of five (5) years from the termination or expiry of this Agreement.

- 17. Intellectual Property.** Each Party remains sole owner of the intellectual property rights it owned prior to the execution of the Agreement. Client grants Art Of Click a royalty free, worldwide, transferable, sub-licensable and unlimited licence to use, reproduce and represent the data provided by Client to perform the Services under this Agreement, including without limitation to use aggregate demographic information once stripped of any personally identifiable user information or

advertiser-specific information, and to use, reproduce and display the Advertisement.

- 18. Term and Termination.** This Agreement shall come into full force and effect on the date of the Insertion Order and shall continue until the end date stated in the Insertion Order. Without prejudice to any of its other rights and remedies, either Party may terminate this Agreement immediately by written notice to the other Party (i) if the other Party is in material breach of this Agreement (being a single event or a series of events which are together a material breach) and either such breach is not capable of remedy or, if the breach is capable of remedy, such other Party has failed to remedy such breach within thirty (30) days of receiving written notice requiring it to do so; (ii) if a force majeure event persists for more than thirty (30) days or (iii) if the other Party becomes insolvent, goes into liquidation, appoints an administrative receiver or analogous proceedings under relevant local law. Any termination or expiry of this Agreement for whatever reason will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination, including without limitation Sections 8 (Invoicing and Payment), 15 (Limitation of Liability), 16 (Confidentiality), 17 (Intellectual Property), 19 (Governing Law. Dispute Resolution). On termination or expiry of this Agreement for whatever reason, Client shall immediately deliver to Art Of Click and/or destroy any and all Confidential Information which may be in the possession of, or under the control of the Client.
- 19. Governing Law. Dispute Resolution.** This Agreement shall be governed and construed in accordance with the laws of Singapore. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (the "**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Section 19. The seat of arbitration shall be Singapore. Arbitration shall be held in English language. The tribunal shall consist of one (1) arbitrator to be chosen jointly by the Parties, or in case of disagreement, by the President of SIAC.
- 20. License to Use Client Trademarks.** Art Of Click reserves the right to use Client's name, logos and trademarks for presentations, media kits, PR releases, PR campaigns, marketing and promotional materials, customer lists, financial reports and press releases. The respective trademarks and logos referred herewith are and remain the property of Client or their respective owners.
- 21. Downtime Compensation.** Client shall notify Art Of Click whenever it experiences downtime that may affect or affects the performance of the Services by Art Of Click. In the event that Client's site goes down during a campaign, Client shall compensate Art Of Click the average of the Lost Sales Estimate determined by Client and the Lost Sales Estimate determined by Art Of Click. "**Lost Sales Estimate**" is determined as follows:

- a. Take the average revenue per hour generated in the three (3) hours prior to the interruption, and three (3) hours after the interruption. This shall be referred to as the "Average Revenue Per Hour of Normal Service".
- b. Take the average revenue per hour generated during the interruption. This shall be referred to as the "Average Revenue Per Hour of Downtime".
- a. The difference between the Average Revenue Per Hour of Normal Service and Average Revenue Per Hour of Downtime shall be the Lost Sales Estimate.

22. KPIs.

Where applicable and in order to observe, monitor and record the performance of any campaign, Art Of Click may ask the Client to place Art Of Click's tracking pixel(s) or any other necessary mechanism for the purpose of observing, monitoring and recording the performance of any campaign (collectively referred to as the "Tracking Tools"). Such placement and testing shall be the sole responsibility of the Client. Even in the event that the Advertiser fails to correctly place the Tracking Tools, or where the Tracking Tools will not be recording valid leads or actions, the Client hereby acknowledges and accepts that it will pay for each and every impression, click or action generated and recorded by Art Of Click.

Unless specified otherwise in the Order, Art Of Click makes no guarantees with respect to usage statistics, levels of delivery or impressions, click-throughs, leads generated or actions taken, including without limitation, completed program downloads or installations.

Whether fees are based on Client or Art Of Click reports, where no Key Performance Indicators ("KPIs") have been agreed in writing by Art Of Click and Client, Art Of Click shall not accept any rejection based on quality, including without limitation fitness for purposes, and all such rejections shall be charged by Art Of Click and paid by Client.

- 23. Non-competition. Non-Solicitation.** Client shall not, during the term of this Agreement and for six (6) months thereafter, either alone or jointly, directly or indirectly, engage in or be involved in services which compete with the Services, marketing or distributing any products subject to the campaign described in the Insertion Order on the web. Whilst the restrictions in this clause are regarded by the Parties as fair and reasonable, each of the restrictions is intended to be separate and severable. Client shall not, during the term of this Agreement and for six (6) months thereafter, either alone or jointly, directly or indirectly, solicit or entice or attempt to solicit or entice, any employee of Art Of Click to become employed whether as employee, consultant or otherwise by Client, whether or not such employee would thereby commit a breach of his contract of service.
- 24. Entire Agreement.** Except to the extent of any misrepresentation, which constitutes fraud, this Agreement constitutes the entire agreement between the parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements (whether oral or in writing) between the Parties relating to the transactions. Subject to this clause, each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract

or other assurance (except those set out in this Agreement) made by or on behalf of any other Party before the date of this Agreement. Each Party waives all rights and remedies which, but for this Section 24, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

25. Assignment. This Agreement, and any rights granted hereunder, may not be transferred, assigned, subcontracted or novated by Client without the prior written consent of Art Of Click. Art Of Click may freely transfer, assign subcontract or novate any or all of its rights, licenses and obligations associated with this Agreement at any time. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

26. General.

(A) The Agreement may be amended only by a written agreement executed by an authorized representative of each Party. The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the execution or sending of an Insertion Order or to modify the terms of an Insertion Order including its renewal. All notices will be addressed to the contact information set forth in the Insertion Order executed between the Parties.

(B) If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

(C) When used in this Agreement, a company is a "holding company" of a Party if that holding company (i) holds a majority of the voting rights in it; (ii) is a member or shareholder of it and has the right to appoint or remove a majority of its board of directors or equivalent managing body; (iii) is a member or shareholder of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (iv) has the right to exercise a dominant influence over it, for example by having the power to give, or by actually giving, directions with respect to its operating and financial policies with which its directors are obliged to comply.

(D) The rights of each Party under this Agreement may be exercised as often as necessary, are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement; and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.

(E) Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be reasonably necessary to give full effect to this Agreement.

(F) Nothing in this Agreement will be deemed to constitute a partnership between the Parties nor constitute either Party the agent of the other Party for any purpose.

(G) A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of, or enjoy any benefit under, this Agreement.