	Department: Legal Contract Execution Form (Procurement)	Version control: v1.2024 Reference: Form/LSE.2024
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**CONTRACT EXECUTION FORM
(PROCUREMENT)**

Name of Contract	FWA & SOW for Progressive Growth Partners Pty Ltd (trading as Mutinex) FWA- 2024/TTDC/PROC/IT/FWA26 SOW- 2024/TTDC/PROC/IT/ SOW1
Matter Reference No.	3942405
TIME Entity Entering into the Contract	TTdotCom Sdn Bhd (Company Number: 197901008085 [52371-A])
Counter Party Details	Name: Progressive Growth Partners Pty Ltd (trading as Mutinex) Company No: 627627365 Address: 182 Coventry Street, 3205 South Melbourne, Victoria Australia
Purpose of Contract	To engage Mutinex to provide Media Mix Modelling service to TIME
Total Value of Contract (Currency/Amount)	RM 495,132.00
Effective Period (Start/End Date)	This licence will commence on the 3rd June, 2024 or earlier as agreed between the Customer and the Supplier.
Option to Renew	No
Contract Type	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment/Renewal <input type="checkbox"/> copy of original agreement annexed (for amendment/renewal/novation/assignment)
Standard Template Contract	<input checked="" type="checkbox"/> Contract is based on TIME's standard template Contract <input type="checkbox"/> Contract not based on TIME's standard template Contract
Know Your Counterparty Questionnaire (KYC Form)	<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Complete

CLAUSES THAT DEVIATE FROM TIME'S STANDARD TEMPLATE/CLAUSES/POSITIONS


No.	Description	Clause(s)		Remarks (if any)
1.	Deviated clauses approved via E-Arif			
2.	Deviated Clauses approved offline / via email (refer to Table of Approval below for stakeholder sign-off / approval documents)	No.	Amendments	
		i.	<i>Schedule 1 - Definition and Interpretation; "Deliverables" of the Agreement is hereby amended to read as follows:</i> <i>"Deliverables" means the outputs generated by the Software, including but not limited to, any related data, insights, reports, and other materials which the Supplier is obliged to provide under a Purchase Order to the Customer and any item, work or service that is incidental, ancillary or in any way imperative to the provision of the Services. For the avoidance of doubt, Deliverables do not include the underlying System, Hardware, Software, or any intellectual property rights necessary to create these outputs.</i>	

		<p>"Customer Data" of the Agreement is hereby amended to read as follows:</p> <p><i>"Customer Data" includes but is not limited to information, materials and/or premises:</i></p> <ul style="list-style-type: none"> <i>which are provided by the Customer or its Affiliates to the Supplier;</i> <i>in respect of which the Customer has custody or control for purposes connected with this Agreement; and</i> <i>which are accessed, processed, transmitted, replicated or stored using or on the Customer's information systems or equipment under this Agreement.</i> 	
	ii.	<p>Clause 5.2.2 of the Agreement is hereby amended to read as follows:</p> <p>5.2.2 The Supplier may only reject a Purchase Order within Seven (7) Business Days from the date of receipt of the Purchase Order from the Customer, failing which it shall be deemed to have been accepted by the Supplier. The Supplier may only reject a Purchase Order if it is incomplete or in conflict with the Statement of Work.</p>	
	iii.	<p>Clause 5.3.2 of the Agreement is hereby amended to read as follows:</p> <p>5.3.2 (Not Applicable)</p>	
	iv.	<p>Clause 6.1.2 of the Agreement is hereby amended to read as follows:</p> <p>6.1.2 Unless otherwise agreed by the Parties in the Statement of Work, all prices shall be quoted in Australian Dollars.</p>	
	v.	<p>Clause 7.4.2 of the Agreement is hereby amended to read as follows:</p> <p>7.4.2 All payments shall be made in Australian Dollars or such other currency agreed between the Parties.</p>	
	vi.	<p>Clause 7.5.1 of the Agreement is hereby amended to read as follows:</p> <p>7.5.1 The Customer may, with reasonable justification, dispute any amount paid to or invoiced by the Supplier notwithstanding that payment has been made under a Purchase Order. The Parties agree in good faith to resolve the billing dispute within thirty (30) days from the date of the billing dispute failing which such dispute must be resolved in accordance with Clause 49.</p>	
	vii.	<p>Clause 10.2 of the Agreement is hereby amended to read as follows:</p> <p>10.2 (Not Applicable)</p>	
	viii.	<p>Clause 10.3 of the Agreement is hereby amended to read as follows:</p> <p>10.3 (Not Applicable)</p>	
	ix.	<p>Clause 10.4 of the Agreement is hereby amended to read as follows:</p> <p>10.4 (Not Applicable)</p>	
	x.	<p>Clause 11.2.1 of the Agreement is hereby amended to read as follows:</p> <p>11.2.1 starting dates, planned completion of model from completion of supply of data from Customer, access dates, key dates, Milestones Dates and expected Completion Date;</p>	
	xi.	<p>Clause 11.2.4 of the Agreement is hereby amended to read as follows:</p> <p>11.2.4 the expected dates when the Supplier plans to achieve each condition of the Purchase Order stated for each key date milestone and to complete other work needed to allow the Customer and third parties to do their work;</p>	
	xii.	<p>Clause 12.3 of the Agreement is hereby amended to read as follows:</p> <p>12.3 All the Supplier's designs are to be aligned with the terms and conditions stated in the Statement of Work. Any input and/or design approval given by the Customer does not relieve the Supplier of any of its obligations under this Agreement and/or Purchase Order and is not deemed to be acceptance of any part of the work to be performed.</p>	

		<p>xiii. <i>Clause 14.3 of the Agreement is hereby amended to read as follows:</i></p> <p>14.3 (Not Applicable)</p>	
		<p>xiv. <i>Clause 18.1.1 of the Agreement is hereby amended to read as follows:</i></p> <p>18.1.1 If the Supplier becomes aware that it will not, or is unlikely to achieve any Milestone Date, Delivery Date or Completion Date, it shall promptly notify the Customer in writing and in any event no later than five (5) Business Days after the cause of the delays could reasonably have been known to the Supplier.</p>	
		<p>xv. <i>Clause 21.2 of the Agreement is hereby amended to read as follows:</i></p> <p>21.2 The Supplier shall ensure that the maintenance and support shall be made available by the Supplier to the Customer during the Licensing Period from the Delivery or Commissioning of the Deliverables, as applicable.</p>	
		<p>xvi. <i>Clause 22.1.2 of the Agreement is hereby amended to read as follows:</i></p> <p>22.1.2 Software will no longer be supported, (collectively "End of Life of the Hardware and Software") the Supplier shall provide written notification to the Customer during Licensing Period of the Hardware and Software. Such notice shall state, amongst other things:</p> <p>(a) the date of the End of Life of the Hardware and/or Software;</p> <p>(b) details of the new Hardware and/or Software replacing the outgoing Hardware and Software.</p>	
		<p>xvii. <i>Clause 23.1 of the Agreement is hereby amended to read as follows:</i></p> <p>23.1 The Supplier shall provide to the Customer the complete Documentation relating to the use and operation of any Deliverables at its own cost. Such Documentation shall include, where applicable, but not limited to (a) descriptions; (b) manuals (including operating manuals); (c) information concerning the Supplier's interpretation of the interfaces; (d) standard recommendations supporting operation and maintenance; and (e) any other relevant information as agreed in printed or printable form and all instructional and informational aides in any form (including audio, video and text) and on any medium. This excludes proprietary information or intellectual property specific documentation and/or information of the Supplier, in respect of any Deliverables.</p>	
		<p>xviii. <i>Clause 23.3 of the Agreement is hereby amended to read as follows:</i></p> <p>23.3 The Supplier shall provide one (1) soft copy of such Documentation and allow the Customer to make multiple copies of such Documentation for training, operation and maintenance and for any other purpose that may be necessary for the purposes of operating any Network or part of the Network or as may be detailed within this Agreement or in a Purchase Order. Parties agree that this Documentation is provided by the Supplier solely for Customer's internal use only.</p>	
		<p>xix. <i>Clause 31.1 of the Agreement is hereby amended to read as follows:</i></p> <p>31.1 Unless otherwise specified in the Statement of Work, the Supplier warrants that all Deliverables shall operate, function and perform in accordance with the relevant Specifications free from any Defects throughout the Licensing Period, or any extension thereof.</p>	
		<p>xx. <i>Clause 32.1.1 of the Agreement is hereby amended to read as follows:</i></p> <p>32.1.1 Any Intellectual Property Rights which existed prior to this Agreement or which are created outside the scope of this Agreement ("Pre-Existing Works") belong to the respective Parties (or their Affiliates or third-party licensors). To avoid doubt, Intellectual Property Rights in the System, Hardware and Software remain the property of the Supplier and/or its licensors. The Deliverables and any Intellectual Property Rights in the Deliverables belong to the Supplier.</p> <p><i>Clause 32.1.2 of the Agreement is hereby amended to read as follows:</i></p> <p>32.1.2 (Not Applicable)</p>	

		<div>xxi.</div> <div>32.1.3 (Not Applicable)</div>	
		<div>xxii.</div> <div>Clause 33.1.1 of the Agreement is hereby amended to read as follows: 33.1.1 This Agreement shall come into effect on the date of this Agreement and shall remain in full force and effect during the Licensing Period unless earlier terminated in accordance with this Agreement.</div>	
		<div>xxiii.</div> <div>Clause 33.5 of the Agreement is hereby amended to read as follows: 33.5 The Customer may terminate this Agreement, any Statement of Work and/or any Purchase Order for convenience, without cause, by giving at least thirty (30) days prior written notice to the Supplier.</div>	
		<div>xxiv.</div> <div>Clause 34.2 of the Agreement is hereby amended to read as follows: 34.2 Upon receipt of a termination notice to terminate any or all Purchase Order pursuant to Clause 33.3 or Clause 33.5 by the Customer or Clause 33.4 by the Supplier: Clause 34.2.1 of the Agreement is hereby amended to read as follows: 34.2.1: in the case of termination for cause by the Customer, the Customer has the right to accept all or any part of the Deliverables delivered at the date of termination, and the Supplier shall be paid for the Deliverables accepted by the Customer based on the relevant Purchase Order. The Customer may return any Deliverables that has not been accepted by the Customer as at the date of termination to the Supplier. Clause 34.2.2 of the Agreement is hereby amended to read as follows: 34.2.2 in the case of termination for cause by the Customer, where the Deliverables has not been delivered and the Customer has paid in advance, the Supplier shall refund to the Customer all Charges it has paid in advance in respect of Deliverables not delivered or not performed by the Supplier as at the date of termination under the terminated Purchase Order. The costs to date will be calculated as AUD \$40,000 setup, plus AUD \$14,833 per month to the date of termination. Should the costs calculated on a pro-rata basis exceed the agreed Fixed License Fee in Schedule 1: Schedule of Fees for the agreed Licensing Period due to any discounting provided, the Customer will not be required to pay any amount in excess of the agreed Fixed License Fee; Clause 34.2.4 of the Agreement is hereby amended to read as follows: 34.2.4 in the case of termination for cause by the Customer or Supplier, the Supplier shall take immediate steps to assist the Customer to ensure a smooth transition if a third party has been appointed to replace the Supplier in the performance of the obligations under the terminated Purchase Order; the Supplier shall take immediate steps to assist the Customer to ensure a smooth transition if a third party has been appointed to replace the Supplier in the performance of the obligations under the terminated Purchase Order; Clause 34.2.5 of the Agreement is hereby amended to read as follows: 34.2.5 in the case of a termination for convenience by the Customer, there shall be no refund of the Charges paid and the Customer shall not be liable to compensate the Supplier for any loss or damage suffered by the Supplier by reason of the termination. Clause 32.2 shall survive the termination and shall continue to apply for so long as the Deliverables are required to be used by the Customer.</div>	
		<div>xxv.</div> <div>Clause 34.3.1 of the Agreement is hereby amended to read as follows: 34.3.1 If this Agreement and/or any Purchase Order is terminated as a result of a Loss of Licence by the Customer due to the Supplier's breach or for reasons within the Supplier's control, the Customer shall have the right to, in addition to any other remedies available to the Customer, return the Deliverables to the Supplier in which case the Supplier shall refund to the Customer all Charges it has paid in advance in respect of Deliverables not delivered or not performed by the Supplier as at the date of termination under the terminated Purchase Order. The Customer shall also in such a case, without liability to the Supplier, be relieved from any and all of its purchase and license commitment in relation to all Deliverables not yet delivered, and all Services not yet performed, at the date of termination. Clause 34.3.2 of the Agreement is hereby amended to read as follows:</div>	


			<p>34.3.2 If this Agreement and/or any Purchase Order is terminated as a result of a Loss of Licence by the Customer, for reasons within the Customer's control, the Customer shall pay to the Supplier as a sole and exclusive remedy and compensation (after taking into account amounts previously paid under the Purchase Order(s), as relevant):</p> <p>(a) the relevant part of the Purchase Order Price related to such parts of Deliverables that are delivered at the date of termination;</p> <p>(b) the relevant part of the Purchase Order Price related to such parts of the Services that are performed at the date of termination;</p> <p>(c) a sum corresponding to reasonable direct and evidenced direct third party termination costs and direct damages incurred by the Supplier as a result of the termination of the Purchase Order(s).</p>	
		xxvi.	<p>Clause 36.1.11 of the Agreement is hereby amended to read as follows:</p> <p>36.1.11 any infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the use of the System by the Customer as contemplated by this Agreement; or</p>	
		xxvii.	<p>Clause 37.3 of the Agreement is hereby amended to read as follows:</p> <p>37.3 No Party shall publicise or announce the execution or existence of this Agreement and Purchase Order except where (i) its disclosure becomes mandatory pursuant to any laws or any acts of authority or rules of any stock exchange; or (ii) it is for the purposes of enforcing its rights and/or court or arbitral proceedings under this Agreement and/or Purchase Order; or (iii) it is in relation to the publication of Parties' partnership for the purpose of case studies or thought leadership collaboration but subject to the prior written approval of the other party.</p>	
		xxviii.	<p>Clause 38.2.2 of the Agreement is hereby amended to read as follows:</p> <p>38.2.2 not transfer or allow access to Customer Data outside of the country in which the Customer carries out its business (save and except for Australia) without obtaining the prior written consent of the Customer. The Customer may withhold its consent or may provide consent with conditions with which the Supplier shall comply prior to transferring or allowing access to Customer Data outside of the of the country in which the Customer carries out its business (save and except for Australia);</p>	
		xxix.	<p>Clause 38.3.3 of the Agreement is hereby amended to read as follows:</p> <p>38.3.3 any other unauthorized access in relation to its Customer Data or use by a third party or misuse, damage or destruction by any person ("Other Incident").</p>	
		xxx.	<p>Clause 38.3.3(d) of the Agreement is hereby amended to read as follows:</p> <p>38.3.3 any other unauthorized access in relation to its Customer Data or use by a third party or misuse, damage or destruction by any person ("Other Incident").</p>	
		xxxi.	<p>Clause 39.7 of the Agreement is hereby amended to read as follows:</p> <p>39.7 (Not Applicable)</p>	
		xxxii.	<p>Clause 42.2 of the Agreement is hereby amended to read as follows:</p> <p>42.2 Where required by the Customer, the Supplier must within the timeframe specified by the Customer, develop and provide evidence of a Business Continuity Plan to the Customer</p>	
		xxxiii.	<p>Clause 48.1(b) of the Agreement is hereby amended to be read as follows:</p> <p>48.1(b) must be left at the address of the addressee, or sent by A.R registered post or licensed courier to the address of the addressee or sent by email to the email address of the addressee which is set out below or if the addressee notifies another address or email then to that address or email.</p>	
		xxxiv.	<p>Clause 54.2.2 of the Agreement is hereby amended to read as follows:</p> <p>54.2.2 (Not Applicable)</p>	

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		<div data-bbox="539 295 1233 544"> <div>xxxv.</div> <div>Clause 61.1 of the Agreement is hereby amended to read as follows:</div> <div>61.1 Each Party is responsible for its own legal costs and expenses incurred in relation to the preparation of this Agreement, the Statement of Work and/or Purchase Order. The stamp duty in respect of this Agreement, the Statement of Work and the Purchase Order shall be borne by the Customer. The Customer shall return the signed Agreement, the Statement of Work and/or Purchase Order with the corresponding stamp certificate or evidence of stamping to the Customer within fourteen (14) days from the last date of signing ("Return Date").</div> </div> <div data-bbox="539 544 1233 629"> <div>xxxvi.</div> <div>Clause 61.3.2 in the Agreement is hereby amended to read as follows:</div> <div>61.3.2 (Not Applicable)</div> </div>	
3.	Deviated clauses overridden by SBU Head		
Prepared, Reviewed and Checked By Procurement		Name: Stephanie Siow Position & Department: IT Procurement Signature:	
Reviewed and Checked By Procurement		Name: Shirley Yong Suet Kuan Position & Department: Head of IT & Product Procurement Signature:	
Approved by Head of Procurement		Name: Ho Ping Ping Position & Department: Head of Procurement Signature:	
Reviewed By Contract Owner		Name: Izzaz Iskandar Bin Ismail Position & Department: Performance and Insights Signature:	
Approved by Head of Department of Contract Owner		Name: Andrew Yeoh Wui Jin Position & Department: Group Head of Marketing, Marketing Signature:	

Note

- Contract shall be Endorsed by Legal Department upon Legal Department's receipt of the complete Contract Execution Form.
- Procurement is responsible to fill up and sign the Contract Execution Form and obtain approval from the relevant stakeholders by signing off the table of approval as described above and in accordance with the Agreement Terms Review & Approval Matrix for execution of the Contract.

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3. Procurement, Contract Owner and Head of Department/Division shall be responsible to verify, confirm and approve the non-legal terms (including commercial, operations, technical and financial terms) for the Contract and ensure that the execution copy is the correct version.
4. Procurement and Contract Owner shall ensure all terms in the Contract have been approved in accordance with TIME's policies and limits of authority.
5. Procurement and Contract Owner shall ensure that the signatory of the Contract adheres to and is in accordance with TIME's policies and limits of authority.


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TABLE OF APPROVAL

No.	Division/Department	Name of Person in Charge (PIC)	Clause(s)	Approval by way of Signature / Email	Date	Approval Email (attached) / Remarks/Comments
1.	Marketing	Izzaz Iskandar Bin Ismail	<i>Definition of "Deliverables"</i> <i>Clause 5.2.2</i> <i>Clause 5.3.2</i> <i>Clause 10.2</i> <i>Clause 10.3</i> <i>Clause 10.4</i> <i>Clause 11.2.1</i> <i>Clause 11.2.4</i> <i>Clause 12.3</i> <i>Clause 14.3</i> <i>Clause 18.1.1</i> <i>Clause 21.2</i> <i>Clause 22.1.2</i> <i>Clause 23.1</i> <i>Clause 23.3</i> <i>Clause 31.1</i> <i>Clause 33.1.1</i> <i>Clause 33.5</i> <i>Clause 34.2</i> <i>Clause 34.2.1</i> <i>Clause 34.2.2</i> <i>Clause 34.2.4</i> <i>Clause 34.2.5</i> <i>Clause 34.3.1</i> <i>Clause 34.3.2</i> <i>Clause 38.2.2</i> <i>Clause 38.3.3</i> <i>Clause 38.3.3(d)</i> <i>Clause 39.7</i> <i>Clause 42.2</i> <i>Clause 54.2.2</i>			[to attach approval email chain if approve via email]
2.	Stephanie Siow	Procurement	<i>Clause 6.1.2</i> <i>Clause 7.4.2</i> <i>Clause 7.5.1</i> <i>Clause 14.3</i> <i>Clause 32.1.1</i> <i>Clause 32.1.2</i> <i>Clause 32.1.3</i> <i>Clause 34.2</i>			

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			<i>Clause 34.2.1</i> <i>Clause 34.2.2</i> <i>Clause 34.2.4</i> <i>Clause 34.2.5</i> <i>Clause 34.3.2</i> <i>Clause 36.1.11</i> <i>Clause 37.3</i> <i>Clause 39.7</i> <i>Clause 48.1(b)</i> <i>Clause 61.1</i> <i>Clause 61.3.2</i>			
3.	Jennifer Wah	Legal	<i>Definition of "Customer Data"</i> <i>Clause 38.2.2</i>			