



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT is made and entered as of the Effective Date set forth below by and between **WORKFORCE SYSTEMS, INC.**, 8th Floor, i2 Bldg., Cebu IT Park, Cebu City 6000, ("Contractor") and the Client set forth below:

Effective Date: January 9, 2013
 Client: SingTel Digital Media Pte Ltd
 Address: 1 Chang Charn Road #04-05/06/07 OC Building
 City, State, Zip: Singapore 159630
 Attn: Jona Neo Chin Theng
 Phone: +65 8181 7882
 E-mail Address: jonaneo@singtel.com

For Accounts Payable

Contact Person: Jona Neo Chin Theng
 Phone: +65 81288832
 E-mail Address: jonaneo@singtel.com

1. **Term.** The term of this Agreement shall commence as of the Effective Date and continue for a term of one (1) year ("Term"). Either party may terminate this Agreement, without cause, by providing written notice of termination to the other party no less than sixty (60) calendar days prior to the termination date set forth in said notice. In the event of a material default, the non-defaulting party may terminate this Agreement, subject to sufficient notice and the right of the defaulting party to cure the default as hereafter provided.
2. **Renewal.** Unless either party gives written notice to the other of its intent to terminate this Agreement at the end of the Term, this Agreement shall be deemed automatically renewed for an additional term ("Renewal Term") which shall be of the same duration as the immediately preceding Term. Should the parties agree on a different Renewal Term, the same shall be so specified in writing.
3. **Services and Deliverables.**
 - 3.1 This Agreement establishes the standard terms and conditions pursuant to which Client will obtain from Contractor, and Contractor will provide to Client, such services and deliverables as Client and Contractor may mutually agree upon from time to time in writing. Each such written agreement shall be referred to hereinafter as a "Statement of Work," and the services, deliverables, and resulting work set forth in such statement of Work to be provided by Contractor shall be collectively referred to hereinafter as "Services."
 - 3.2 **Statements of Work** shall:
 - a. Refer specifically to this Agreement and incorporate by reference all of this Agreement's terms and conditions unless the Statement of Work specifically provides otherwise;
 - b. Designate the date as of which the provisions of the Statement of Work will be effective and, if applicable, the term or period of time during which Contractor will perform services, provide resources or otherwise discharge its obligations as specified in the Statement of Work;
 - c. Describe the services to be performed, resources to be provided or obligations to be discharged by Contractor pursuant to the Statement of Work;
 - d. Describe the obligations of Client related to the Statement of Work, including any facilities, equipment, personnel and tasks or other support to be provided or performed by Client;
 - e. Specify the payments to be made to Contractor under the the Statement of Work, or, if applicable, the basis on which such payments will be computed; and
 - f. Specify any other terms and conditions appropriate to the services to be performed and the obligations of the parties.

4. Payments.

- 4.1. During the Term, to the extent not subject to a good faith dispute, Client agrees to pay the amount of charges stated on the Statement of Work and reimbursement for all reasonable, pre-approved travel expenses (including expenses involved with Contractor's or its subcontractor's personnel going to Client's facility) directly related to the performance of this Agreement or a

Statement of Work, including without limitation reimbursement for meals, lodging, transportation, car rental and incidental expenses related to subsistence. As a condition to receipt of reimbursement for all travel expenses, Contractor will submit to the Client reasonable evidence of each expenditure. At the end of each month during the Term, Contractor shall issue an invoice to Client calculating the hours of Services performed during that month and the amount due. To the extent such amount is not subject to a good faith dispute, payment is due fifteen (15) calendar days after the receipt of invoice and reasonable evidence related to travel expenses, unless otherwise specified in the Statement of Work.

4.2. Failure of the Client to make payment when due of any amount not subject to good faith dispute shall be deemed an event of material default and Client shall be additionally liable for a penalty in the form of interest at the rate of 1/10 of 1% of the amount billed for every day of delay in payment. Contractor may cease all work until such default is cured by the Client. If the Client does not cure such default within fifteen (15) calendar days after being given written notice thereof, then Contractor may, by giving written notice to Client, terminate this Agreement as of a date specified in such notice of termination, without prejudice to Contractor's right to collect from Client any amount (including penalty interest) still due and outstanding.

4.3. During any Renewal Term, prior to Contractor's performance of, and its invoicing Client for, the Services performed in any term after the initial Term, the parties may mutually agree in writing on the billing rate for such Services in the Statement of Work. If the parties cannot agree, all Services will be billed at 105% of the rate in effect for the immediately preceding Term.

5. Client Responsibilities.

5.1. Client agrees to provide administrative support, technical support and other support, each as described more particularly in a Statement of Work (including such material to be supplied by Client specified by any subcontractor of Contractor), which are necessary to perform the Services under a Statement of Work. Client agrees to perform those tasks within the timeframe specified in the Statement of Work and provide the personnel agreed to by the parties and set forth in a Statement of Work.

5.2. Should Client materially default in any of its obligations under this Agreement or a Statement of Work, Client agrees that Contractor is not liable for delay, cost increase or other consequences to the extent that such Client default is the proximate cause of such delay, cost increase or other consequences. In any event, Contractor will use its best efforts to mitigate such costs or expenses. Any Contractor deadline that is directly affected by any material Client default shall be extended by an amount of time equal to the length of such default plus an additional period of time, if reasonably necessary. Client shall be billed for additional charges and expenses on account of such extension. The amended schedule and additional charges shall be contained in a Change Order.

6. Termination of a Statement of Work. A Statement of Work may be terminated as follows:

6.1. Client may terminate any Statement of Work, with or without cause, by providing written notice of termination to Contractor no less than sixty (60) calendar days prior to the termination date set forth in said notice. Upon receipt of notice of such termination, Contractor shall inform Client of the extent to which performance is completed on such date and Contractor shall deliver to Client whatever work product is then existing in a manner prescribed by Client. Contractor shall be paid for all work performed on the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed.

6.2. The termination of this Agreement shall likewise terminate all Statements of Work then subsisting. Upon receipt of notice of such termination, Contractor shall inform Client of the extent to which performance is completed on such date and Contractor shall deliver to Client whatever work product is then existing in a manner prescribed by Client. Contractor shall be paid for all work performed on the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed.

7. Effect of Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics,

governmental regulations superimposed after the fact, fire, communication line failures, failures of third party vendors, power failures, earthquakes, floods or other natural disasters ("Force Majeure Events"). Delays in delivery or meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of such events.

8. Solicitation of Employees, Consultants, and Other Parties. Contractor and Client agree that during the Term of their business relationship, and for a period of twenty-four (24) months immediately following the termination of the relationship for any reason, whether with or without cause, neither party shall directly or indirectly solicit, induce, recruit or encourage any of the other party's employees or consultants to terminate their relationship with the other party, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the other party, either for the party or for any other person or entity.

9. Warranty.

9.1 Contractor warrants that:

- a. The Services will be performed by qualified personnel in a manner consistent with best practices in the industry for such Services and in accordance with any requirements and specifications set forth in any applicable Statement of Work;
- b. The Services will be an original work of Contractor and any persons performing services on behalf of Contractor shall have executed assignments of rights sufficient to enable Contractor to comply with its obligations hereunder;
- c. Neither the Services or any element thereof will knowingly infringe the intellectual property rights of any third party and the Contractor herein indemnifies and holds Client harmless for any claims against the Client made by a third party that the Client has infringed upon the intellectual property rights of a third party through Client's use of such Services provided by Contractor to Client;
- d. Contractor will not grant, directly or indirectly, any rights or interest to third parties whatsoever in the Services;
- e. Contractor has full right and power to enter into and perform this Agreement without the consent of any third party;
- f. Neither Contractor nor any of Contractor's employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement;
- g. Contractor has the right to disclose or use all ideas, processes, techniques, and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to the Client in the course of performance of this Agreement, without liability to such third parties;
- h. Contractor has not granted any rights or licenses to any intellectual property or technology that would conflict with Contractor's obligations under this Agreement; and
- i. Contractor will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of services required by this Agreement.

9.2. THE WARRANTIES IN THIS **PARAGRAPH 9** AND ANY WARRANTY IN A STATEMENT OF WORK, BUT ONLY IF SPECIFICALLY STATED AS AN EXPRESS WARRANTY IN SUCH STATEMENT OF WORK, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Confidentiality

10.1 Existing Non-Disclosure Agreement. Unless the parties have otherwise entered into a separate Non-Disclosure Agreement pertaining to the subject matter herein that is in full force and effect at the time of the Effective Date of this Agreement, then the terms and conditions specified herein below in **Articles 10.2, 10.3, and 10.4** shall apply to the use of each other's Confidential Information. Acceptance of such an existing Non-Disclosure Agreement must be attached to and incorporated into this Agreement in order for those terms to apply to this Agreement.

10.2. Confidential Information. As used in this Agreement, "**Confidential Information**" includes but is not limited to any and all technical and non-technical proprietary information regarding trade secrets, mask works, techniques, sketches, drawings, source code, models, inventions, know-how, processes, design details, specifications, engineering, equipment, hardware, algorithms, software, specifications, price lists, samples, demos, manufacturing details, business data, ideas and information related to current, future, and proposed products and services, patents, patent

applications, finances, client lists, investors, business and contractual relationships, forecasts, marketing data and plans, and other business data of the disclosing party or a third party and any information derived by the receiving party from such disclosure of information; including such information in a tangible media, such as written format, tape, magnetic or other electronic media that is marked as “confidential” or “proprietary” and oral disclosures that are identified as such at the time of disclosure and, in the case of both tangible and oral disclosures, that can be reasonably inferred from the surrounding circumstances of the disclosure and the information to be confidential and/or proprietary.

10.3. Exclusions. Confidential Information does not include information that (“**Excluded Information**”): (i) is at the time of disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is acquired by the receiving party from a third party having a right to disclose it to the receiving party without restriction (whether or not prior or subsequent to disclosure hereunder); (iv) proven by the receiving party to have been independently developed or compiled without the aid, use, or application of the disclosing party’s Confidential Information; (v) required to be disclosed pursuant to an order of competent governmental authority or otherwise required under any applicable law; and/or (vi) has been approved for disclosure, publication and/or public release by written authorization of the Disclosing Party. Excluded Information does not include information that would otherwise constitute Confidential Information during the period from the date the information was disclosed by the disclosing party (including if such disclosure was prior to the execution of this Agreement) to the receiving party and the date that such information became Excluded Information. In the event of a dispute or litigation, the receiving party shall bear the burden of proving by clear and convincing evidence that any information disclosed or used by the receiving party or its Authorized Representatives (defined below) and claimed to be excluded under this **Article 10.3** is not Confidential Information or a derivative of the Confidential Information or any part thereof. Confidential Information shall not be deemed to be generally available to the public merely because any part thereof is embodied in general disclosures, because individual features, components or combinations thereof are now or become known to the public unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the receiving party.

10.4. Non-Disclosure. A recipient agrees to use the same degree of care to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information, but in any event with no less than a reasonable degree of care. The receiving party agrees that at all times it will hold in strict confidence and not disclose Confidential Information or any portion of the Confidential Information or any notes, extracts, summaries or other materials derived in any way from the Confidential Information except to its employees, legal advisors, financial advisors, accountants, technical advisors, representatives or other agents who in the reasonable opinion of the receiving party have a bona fide “need to know” the information to fulfill the purposes under this Agreement and who are bound by confidentiality requirements at least as restrictive as those contained herein (“**Authorized Representative**”). The receiving party shall immediately notify the disclosing party in the event of any loss or unauthorized disclosure of any Confidential Information or any other breach of this Agreement by receiving party and will cooperate with disclosing party in every way to help the disclosing party regain possession of the Confidential Information and to prevent its further disclosure. Neither party shall alter or remove any property rights, legends or notices (including any copies thereof) or reverse engineer, decompile or otherwise attempt to discover the underlying design, logic, function, features or any other trade secrets of the other party.

11. Marketing Opportunities; Publications; Promotions.

11.1 Contractor may provide marketing opportunities for Client, designed to strengthen Client’s brand in the market by leveraging Contractor’s award-winning brand to impart a sense of quality, innovation, and reliability to Client’s solutions. By taking advantage of these complimentary opportunities, Client can build valuable impact to its own prospects and customers, not just locally, but on a global scale.

11.2 Promotions. The following are the available marketing opportunities:

11.2.1 Logo Program and Use of Customer Name - Contractor must secure Client’s written approval for the use of its logo and company name (Client provides Contractor the appropriate artwork for the logo) to communicate that it is a customer of Contractor in any form of publication, including social media networks. Contractor agrees to read and follow

corresponding trademark guidelines, ensuring that the provided artworks are rightfully utilized.

11.2.2 Success Stories - If Client wishes to be considered for a success story on Contractor's website, Client may contact Cindy Damarillo at cindy@workforcesys.com. Contractor agrees to present the success story for Client's approval prior to its publication. By endorsing the case study, Client allows Contractor to use and distribute it to communicate the success behind the software development project.

11.2.3 Screenshots and Screencasts of Application/s - Contractor must secure Client's written approval to produce screenshots and screencasts, which are short videos of the completed application/s, to communicate that the application/s is/are part of Contractor's portfolio. Contractor must secure Client's written approval to distribute such materials in any form of publication.

11.2.4 Press Release – Contractor must secure Client's written approval for joint releases to a wide media distribution to help bring recognition to Client's solution. Contractor agrees to present the "for-release" news items for Client's approval prior to publication. By endorsing the press release, Client allows Contractor to use and distribute it to communicate the success behind the software development project.

11.3 Client allows Contractor to use and release information describing Client's usage of Contractor's products and services in marketing, promotional and advertising materials in accordance with the promotions and marketing opportunities described under Sec. 11.2; Provided, that, Contractor shall first present such proposed marketing, promotional and advertising materials to Client for approval and obtain Client's written authorization prior to the actual release or publication thereof. "Marketing, promotional and advertising materials" include, but are not limited to press releases, testimonials, quotes, case studies, print, radio, website, online banner and TV advertisements, promotional collateral, internal training, presentations and sales that may use Client's logos, trademarks, service marks and other information, quotations from, and the names, images, and comments of, Client's employees and other related references.

12. Limitation of Liability. Limitation of liability. Contractor's entire liability to Client arising out of or relating to a Statement of Work, regardless of the form of the cause of action, whether in contract, tort or statute including negligence, shall in no event exceed the amounts paid to Contractor for such Statement of Work related to a particular project. Subject to the limitation set forth in the preceding paragraph, Contractor shall be liable for and shall indemnify (and keep indemnified) Client against each and every action, proceeding, liability, costs , claim, loss expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands actually incurred by Client which is conclusively found by court of law in which it is given opportunity to contest to arise directly or in connection with the Contractor data processing activities under this contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non – compliance with any part of the Data Protection Requirements by the Client or its employees, servants ,agents or Sub- Contractors. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER CONTRACTOR NOR CLIENT SHALL UNDER ANY CIRCUMSTANCE BE LIABLE TO EACH OTHER FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL , INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER , INCLUDING WITHOUT LIMITATIONS ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS LOSS OF DATA, LOSS OF PROFIT , INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS EVEN IF CONTRACTOR OR CLIENT HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURING. No action , regardless of form, arising out of a Statement of Work may be brought by either party more than one (1) year after the cause of action has accrued.

13. Compliance with Laws. Contractor represents and warrants that at all times during the term of this Agreement, Contractor and its subcontractor shall be in full compliance with all applicable federal, state, local, foreign, and international laws, rules, regulations, treaties and conventions, including but not limited to those regarding export, import, employment, and intellectual property.

14. Change Orders. If at any time during the term of this Agreement, Client should desire or Contractor should wish to recommend an addition, modification or change to Contractor's required performance hereunder, a written notice should be sent to the other Party no less than thirty (30) calendar days prior to the intended date set forth in said notice when such addition, modification or change is to be implemented.

Contractor and Client shall amend the existing Statement of Work with mutual agreement by executing a Change Order.

15. Subcontracts. Contractor may at its sole discretion engage subcontractors to perform any of the Services. Any such subcontractor engaged in the performance of the Services shall be bound by all the terms of this Agreement, and Contractor shall be exclusively responsible for enforcing compliance and immediately reporting any failure to adhere to the terms of this Agreement.

16. Ownership. Client shall own, upon payment of all fees owing to Contractor under the terms of this Agreement, all rights, title and interest in and to any and all materials developed by Contractor and/or Client pursuant to this Agreement and any Statement of Work, including without limitation any and all design specifications, drawings, source codes, scripts and documentation (the "**Work Product**"). Except as may otherwise be agreed upon by the parties in writing, Contractor shall not convey, nor shall Client obtain, any right in materials proprietary to Contractor which Contractor may utilize or provide pursuant to the Services. Contractor shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know how and techniques used in the course of providing the Services, on other engagements. Contractor retains all rights and interests in any technology previously developed by Contractor. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this **Article 17**.

17. General.

17.1. Independent Contractor. Contractor and that of its employees and agents, in furnishing services to Client, is acting only as an independent contractor and not as an employee of the Client. Contractor does not undertake to perform any obligation of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Contractor has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by Contractor, except as otherwise provided in this Agreement or any Statement of Work. None of Contractor's employees will be eligible for any employee benefits, nor will the Client make any deductions from payments made to Contractor for taxes, all of which will be Contractor's responsibility. Contractor accepts full and exclusive liability for the payment of all employer contributions and taxes measured by the remuneration paid to Contractor employees as required by all applicable federal, state and local laws, rules and regulations and agrees to hold the Client harmless from any liability for or the assessment of any such contributions or taxes imposed on the Client. Neither Contractor nor any of its employees will have authority to enter into contracts that bind the Client or create obligations on the part of the Client without the prior written authorization of the Client.

17.2. Entire Agreement. This Agreement, including all Statements of Work issued hereunder, constitutes the entire agreement between the parties and there are no prior or contemporaneous, oral or written, representations, understandings or agreements relating to this subject matter which are not fully expressed herein. This Agreement may only be amended by a writing signed by a duly authorized representative of each party.

17.3. Governing Law. The laws of Singapore shall govern this Agreement as if all parties resided in Singapore and this Agreement were to be wholly performed within Singapore.

17.4. Attorney's Fees. In the event that any action or proceeding is commenced by any party hereto for the purpose of enforcing any provision of this Agreement, the parties to such action, proceeding or arbitration shall pay their individual share of all costs and expenses, including attorney's fees.

17.5. No Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed as a waiver. A waiver by either party of any covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

17.6. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; except that Client may assign this Agreement in conjunction with either the sale or transfer of all or substantially all of its assets or stock. Any attempted assignment or transfer in violation of the foregoing shall be null and void.

17.7. **Survival.** The obligations set forth in Paragraphs 4, 9, 10, 11, 12, 14, 17.5, 17.7, and 17.10 shall explicitly survive termination or expiration of this Agreement.

17.8. **Notice.** Whenever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given three (3) days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the address listed in the first paragraph of this Agreement. Either party hereto may change its address for notification purposes from time to time by giving the other party prior written notice of the new address and the date upon which it will become effective.

17.9. **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or shall be modified only to the extent necessary to allow such provision to remain legally valid and enforceable.

17.10. **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement shall be settled in binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a sole neutral arbitrator, and such proceedings shall be conducted in the Los Angeles, California metropolitan area.

17.11. **Remedies.** All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

17.12. **Consent.** Where agreement, approval, acceptance, consent or similar action by Client or Contractor is required, such action shall not be unreasonably delayed or withheld.

17.13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall be deemed to be one and the same instrument. Execution by any party may be delivered by fax, with counterpart signature pages delivered via fax, or by electronic signature service and such delivery shall have the same effect as the delivery of an original counterpart hereof or thereof.

17.14. **Statement of Work Governs.** In the event of any conflict between the terms of this Agreement and any Statement of Work, the terms of the Statement of Work shall govern.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed and delivered by its duly authorized representative, all as of the date first set forth above.

WORKFORCE SYSTEMS, INC. (Contractor)

SINGTEL DIGITAL MEDIA PTE LTD (Client)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____