**TERMS AND CONDITIONS**

By opting to use the services of Go Worldwide Philippines, Inc., the following terms and conditions shall apply, to wit:

1. **Term**. This Agreement shall take effect for a period stated in the application form, unless the **Client** renews in writing the contract within ninety (90) days prior to the end of the Agreement.
2. **Scope of Engagement**. Go Worldwide Philippines, Inc., agrees to provide the following services set forth in the Application Form, which is herein incorporated as part of the agreement. Any changes in the services therein may be amended upon the execution of a mutually accepted written agreement by both parties.

The Client shall submit the Application Form within the time period set indicated. In addition, the Client shall provide Go Worldwide Philippines, Inc. with the creative assets required in order to generate the campaign in the manner set forth in the Application Form.

Go Worldwide Philippines, Inc., shall generate the expected output within such number of days (after submission of a completed application form and payment) set forth, or otherwise agreed to in writing by the parties.

1. **Pricing.** For the services provided hereunder, the Client hereby agrees to pay the amount stated in the Application Form. The Client shall issue the agreed number of post-dated cheques, of which the date indicated therein shall be 1st of each month. Fee is exclusive of 12% VAT. Should official receipt be required, VAT must be added to total.
2. **Termination.** This Agreement shall be in effect for a time period stated in the Application Form, unless earlier terminated as set forth herein. The grace period for termination is ninety (90) days from the Client’s initial go-live date as set forth in the Application Form. Go Worldwide Philippines, Inc., must receive notice of termination in writing no later than thirty (30) calendar days before the end of the said grace period.

Provisions of this Agreement which by their nature survive termination or expiration of this Agreement shall continue to apply following such termination or expiration. Go Worldwide Philippines, Inc., may elect to suspend any Services under this Agreement in the event that the Client is in breach under any of its obligations or in the event that Go Worldwide Philippines, Inc. is reasonably concerned about an anticipated breach.

In the event that either party shall violate any of the terms of this agreement, the aggrieved party shall require the defaulting party to rectify any said violation within thirty (30) days from notice. In case the violation/breach persists after such grace period, the aggrieved party shall have the right to terminate the agreement immediately.

1. **Employer-Employee Relationship.** Go Worldwide Philippines, Inc., shall act at all times herein as an independent contractor of the Client only, and nothing contained herein shall be construed to create the relation of principal and agency and/or employer and employee relationship, between the Client and Go Worldwide Philippines, Inc.
2. **Confidentiality**.During the term of this Agreement and thereafter, Go Worldwide Philippines, Inc., shall not, without the Client’s prior written consent, disclose any Proprietary Information, except to its directors and officers, and authorized employees and agents engaged in the performance of the its obligations herein who require such information in connection with their work and who have signed a secrecy agreement in a form approved by the Client. Go Worldwide Philippines, Inc., shall not use any Proprietary Information except (1) in connection with the performance of its obligations as the Go Worldwide Philippines, Inc.,(2) when required by law, through the orders of judicial and/or quasi-judicial bodies, (3) when absolutely necessary to protect/preserve its interest, provided that notice to this effect shall be given to the Client at least 15 days prior to such disclosure in order to provide reasonable opportunity for the client to comment on and/or oppose such disclosure.

All documents containing Proprietary Information and copies thereof may be retained and used by Go Worldwide Philippines, Inc., only for the purposes permitted in this Agreement and shall not be copied or reproduced or permitted to be copied or reproduced, or divulged to any person or entity without the Client’s prior written consent in each instance, and shall be and remain the property of the Client. Go Worldwide Philippines, Inc., shall take reasonable precautions to safeguard all such documents and all copies thereof, and shall return them to the Client promptly following the Client’s request therefor or upon the termination or expiration of this Agreement. If the Go Worldwide Philippines, Inc., is required to disclose, or has reasonable cause to anticipate that it will be required to disclose by law, court order, or other governmental action, all or any part of the Proprietary Information, Go Worldwide Philippines, Inc., shall immediately notify the Client of such actual or anticipated requirement and must use its best endeavor to withhold such disclosure until the Client has had the opportunity to oppose such disclosure by lawful means.

1. **Materials Provided by the Client**.Each Deliverable as stated on the Application Form shall be deemed accepted and approved if Client does not reject the Deliverable in two days, no later than the end of the business day, after the delivery date to the Client. Client is required to send Go Worldwide Philippines, Inc., an email notice detailing reasons for the rejection and reasonable modification guidelines. Go Worldwide Philippines, Inc., is not responsible for delays, errors or omissions resulting from Client’s action or inaction, and will not be liable for any claims related to materials, specifications, product features and information provided by the Client to Go Worldwide Philippines, Inc., for the campaign. The filing of promotional permits will be under the sole responsibility of the Client and not Go Worldwide Philippines, Inc.
2. **Indemnification.** Each party will indemnify each other against any claims, liabilities, and actions, which either party may incur by reason of:
	1. Any breach by either party of its obligations under this Agreement; or
	2. Any unauthorized action or omission of Client or its employees; or the manner in which Client carries out its commercialization activity.

Client is solely responsible for all materials provided to Go Worldwide Philippines, Inc., in connection with the Services and assumes all risks associated with such material. Client warrants that:

1. It shall at all times have all rights to provide such materials to Go Worldwide Philippines, Inc., for the intended use,
2. It shall not provide Go Worldwide Philippines, Inc., with any unlawful or harmful materials, and
3. Such materials, their provision and use, shall not be infringing upon any third party rights.

Client shall indemnify Go Worldwide Philippines, Inc., and hold it harmless upon Client’s first demand against any expense, damage or loss caused to Client as a result of a breach of such representation and warranty or a third party claim alleging facts which if true would constitute such breach.

Go Worldwide Philippines, Inc., will not be liable to Client for loss of profits, goodwill, business or anticipated savings or for any indirect or consequential loss or damage whatsoever.

1. **Reservation of GO WORLDWIDE PHILIPPINES Technology**.Go Worldwide Philippines, Inc., shall own and retain all rights to any and all source code, software, technology, concepts, ideas, designs and other work, materials and information on the creation or development of which predate this Agreement, including all modifications thereto made during the term hereof.

The terms of this letter are accepted but shall not be binding on both parties until fully executed.