

CONTENT AND SERVICES AGREEMENT

This Content and Services Agreement applies to any service provider who provides content, articles and ancillary services to **PropertyGuru International (Malaysia) Sdn Bhd** relating to www.propertyguru.com.my and/or **iProperty.com Malaysia Sdn Bhd** relating to www.iproperty.com.my

1. TERM & FEES

- 1.1. This Agreement commences on the Start Date and continues until the End Date or otherwise terminated in accordance with this Agreement if the End Date is not stipulated in the Order Form.
- 1.2. The Service Provider will provide the Content and/or Services to the Company pursuant to the Order Form in consideration of which the Company will pay the fees set out in the Order Form to the Service Provider within the period specified in the Order Form.

2. SERVICE PROVIDER'S CONTENT/SERVICES (WHERE APPLICABLE)

- 2.1. The Service Provider agrees to provide the Company and/or its affiliates the Content and/or Services, as set out in the Order Form, for use, publication and transmission on the Company Owned Media and/or media of its affiliates.
- 2.2. The Service Provider shall deliver the Content in clear, legible and editable form via email to the Company's Contact Person.
- 2.3. The Service Provider shall comply with any requirements set out in writing by the Company and the Company's Contact Person relating to the quantity, delivery materials, scope of work and/or frequency of Content and/or Service delivery.
- 2.4. The Service Provider shall comply with any timelines specified by the Company and the Linking Specifications.
- 2.5. The Company may, but is not obliged to, publish the Content on the Company Owned Media and/or on media of its affiliates.
- 2.6. The Company has exclusive right to edit, amend or otherwise change the final copy of the Content irrespective of the type or form of such Content.
- 2.7. The Service Provider will provide the Company with Content in the form specified in the Order Form, which may take the form of written articles, videos, images, and/or any other specified in the Order Form.

- 2.8. The type of Content and/or Services the Service Provider will provide to the Company shall be described in the Order Form.

3. THE COMPANY'S CONTENT (WHERE APPLICABLE)

- 3.1. In the event that the Company provides the Company's Content to the Service Provider as may be set out in the Order Form, then the Service Provider shall:-
 - (i) only be permitted to amend or alter the Company's Content to the extent permitted and described in the Order Form;
 - (ii) only be permitted to republish or reproduce the Company's Content on a website and URL approved by the Company and on no other platform, whether in whole or in part;
 - (iii) only be permitted to republish or reproduce the Company's Content as per the original version provided by the Company without alteration in any form or manner whatsoever;
 - (iv) not use any image(s) forming part of the Company's Content for any purpose whatsoever;
 - (iv) ensure that any republication or reproduction of the Company's Content accredits the author with the following phrase "This article was originally published as *[insert title and embed the hyperlink]* by *[insert publisher's name]* and is written by *[insert author's name]*"; and
 - (v) only republish or reproduce the Company's Content for a limited term specified by the Company or otherwise until the Company requests cessation of use and removal from any platform or forum where the Company's Content is published.

4. SERVICE PROVIDER'S OBLIGATIONS

- 4.1. The Service Provider represents and warrants that it has the qualifications, experience and ability to provide the Content and/or Services and agrees that it will:-
 - (i) carry out its scope in a professional, workmanlike and timely manner with all due

- skill, care and diligence, in accordance with generally accepted industry standards for such Content and/or Services and using appropriately qualified and experienced personnel; and
- (ii) cause such personnel to complete the Content and/or Services to the best of their professional skill and ability.
- 4.2. The Service Provider represents and warrants that it possesses all necessary permits and licenses required to provide the Content and/or Services.
- 4.3. The Service Provider shall not supply Content that:
- (i) breaches any of the Company's Content Guidelines (if provided to the Service Provider); infringes any Intellectual Property Rights;
- (ii) is plagiarised, defamatory, misleading, deceptive, otherwise illegal or that it is unauthorised in anyway to use;
- (iii) in the Company's reasonable opinion is inappropriate for publication on the Company Owned Media; or
- (iv) is corrupted by any virus or disabling code.
- 4.4. The Service Provider shall waive any and all of its moral rights to any Content and/or Service produced or rendered for the Company. The Service Provider shall waive all rights to acknowledgement, identification and/or attribution of authorship or any accreditation in relation to any Content and/or Service.
- 4.5. The Service Provider represents and warrants that, for the duration of this Agreement, except with the prior written consent of the Company, the Service Provider shall not, and shall procure that its agents, contractors, subcontractors and servants shall not, whether as a contractor, principal, partner, director, employee or otherwise, directly or indirectly provide or procure the provision of any similar services nor carry out or procure the carrying out of any other business, activity, work or services to any other person or entity that would conflict with its obligations under this Agreement.
- 4.6. Service Provider's Disclosure Obligations
- (i) The Service Provider shall immediately disclose to the Company if there is any conflict of interest by entering into this Agreement or providing the Content and/or Service, including without limitation where the Service Provider's principal, partner, director, employees or otherwise has a family relation to any Company director, employee

(or their family). Family/family relation shall include grand-parent, parent, spouse, child, (including adopted child and step-child), brother, sister and the spouse of any of the above.

- (ii) The Service Provider shall immediately disclose to the Company any investigation by governmental authorities (including without limitation, regulatory agencies), charges, violations and/or breaches by the Service Provider of any law or regulation with respect to the subject matter of Clause 8 and Clause 9.
- (iii) The Service Provider shall immediately disclose to the Company any matters relating in any way to the Agreement or which could potentially impact the continuity of the Service Provider's performance of the Agreement.
- (iv) Upon receiving a notification from the Company, the Service Provider shall disclose all relevant information to enable the Company to conduct financial, quality, sustainability or other compliance audits of the Service Provider to ensure their compliance with this Agreement, applicable laws and/or standards. The scope of the audit shall include, but is not limited to, inspecting, reviewing, ensuring and/or verifying the quality and accuracy of the Content and/or Services being performed hereunder and compliance with this Agreement.

5. THE COMPANY'S OBLIGATIONS

- 5.1. In consideration of the Content and/or Services provided by the Service Provider, the Company agrees to pay the Service Provider the Fees in accordance with the relevant payment terms set out in the Order Form.
- 5.2. Where there is no financial consideration specified in the Order Form, the Company may, as total consideration for the supply of the Content, credit authorship to the Service Provider or its designee in respect of its Content at the time of publication.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Service Provider warrants that each item of Content is an original work of authorship of the Service Provider and does not infringe any Intellectual Property Rights of any third party. The Service Provider warrants that each item of Content is not plagiarised in anyway. The Service Provider warrants that it has obtained all necessary approvals and licenses to use, reproduce and edit any material obtained from

any third party. The Service Provider repeats these warranties each time any Content is delivered to the Company.

6.2. Company owns the Intellectual Property Rights

Where an original work is commissioned by the Company, or where the Content is not commissioned by the Company and the Company has paid Fees for that item of Content, the Service Provider agrees that the Company owns all Intellectual Property Rights in that Content. The Service Provider hereby assigns or will procure the assignment of all rights, title, interest and Intellectual Property Rights in that Content to the Company. The Service Provider agrees to, if requested by the Company, immediately do all such acts and things and execute all such documents, or procure the execution of all such documents necessary to vest such rights absolutely in the Company.

6.3. Service Provider retains the Intellectual Property Rights

Where Content is not commissioned by the Company and the Company has not paid Fees for that Content, the Service Provider retains all Intellectual Property Rights in the Content.

While the Service Provider retains the copyright in that Content, the Service Provider agrees to grant to the Company the following rights which are royalty-free, world-wide, perpetual, irrevocable and sub-licensable:

- (i) the right to a non-exclusive licence to use, reuse, republish and reproduce the Content from the Service Provider and/or Service Provider's Media on the Company's Owned Media;
- (ii) the right to syndicate the Content for its use and reproduction in publications published by third parties;
- (iii) the right to use, store, publish or transmit the Content in any database or archive made available to the public;
- (iv) the right to change, edit, cut, amend, modify, adjust, adapt, translate or otherwise alter the Content as we may consider appropriate;
- (v) the right to make compilations of the Content; and
- (vi) the right to use the title, format, and any pseudonym associated with the Content.

If the Service Provider exercises any of its retained rights in respect of the Content, the Service Provider agrees to ensure that the Service Provider's use will not conflict with the Company's use of the Content.

6.4. Third-party Intellectual Property Rights

If the Service Provider provides to the Company any material in respect of which any third party owns Intellectual Property Rights, the Service Provider shall procure, and upon delivery warrants that it has procured, for the Company and/or its affiliates an irrevocable, royalty free, world-wide non-exclusive licence (including the right to sub-license) to use, reproduce, copy, change, edit, modify, adjust, adapt, exploit, transmit, distribute, syndicate, sub-license, display, publish, make available or otherwise communicate to the public such material on the Company Owned Media and/or its affiliates' media from the Start Date. At the Company's request, the Service Provider shall promptly provide the Company with all appropriate details, including proof that the Service Provider has obtained the consent of the third-party owner.

6.5. The Service Provider is deemed to have waived any moral rights in respect of the Content and/or Services. However, if requested by the Service Provider, the Company shall have the exclusive discretion to attribute the Service Provider as the author or contributor for the Content and/or Services.

6.6. Service Provider shall indemnify, defend and hold the Company and its affiliates (each, an "**Indemnified Party**"), harmless from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees), arising as a result of or in connection with any third party claim(s) that the Service Provider's Content and/or Services:

- (i) infringes that third party's patent, copyright, or trademark, or other Intellectual Property Rights;
- (ii) is inaccurate in any way;
- (iii) the use of any marketing, branding, research, advertising, packaging, trademark, software, hardware or other materials, or components thereof without relevant authority;
- (iv) any other breach of Clause 4.

The Service Provider shall notify the Company promptly in writing of any claim and give the Company sole control over its defence or settlement. Service Provider agrees to provide the Company with reasonable assistance, cooperation, and information in defending the claim at Service Provider's expense.

6.7. The obligations set out in this Clause 6 shall survive the variation, renewal, termination or expiration of this Agreement.

7. CONFIDENTIALITY

- 7.1. The Service Provider may use the Confidential Information only in the performance of its obligations under this Agreement and that during the term and thereafter Service Provider shall maintain the confidentiality of and not use or disclose the Confidential Information except in accordance with this Clause 7.
- 7.2. The Service Provider shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, use, dissemination and republication of the Confidential Information as Service Provider uses to protect its own confidential information.
- 7.3. Service Provider may disclose the Confidential Information to:
- (i) an approved subcontractor, upon obtaining the Company's written consent subject to Clause 12.2 who requires the Confidential Information in order for Service Provider to perform its obligations under this Agreement, provided that Service Provider shall ensure that approved subcontractor to whom such Confidential Information is disclosed is aware of its confidential nature and complies with this Clause 7 as if it were a party; and
 - (ii) a third party, to the extent required by law or regulation or any court or governmental, regulatory or supervisory authority or any other authority of competent jurisdiction, provided that the Service Provider (a) to the extent permitted by law, gives Company prompt written notice of any such requirement and consults with the Company with a view to agreeing to the extent, content and timing of the disclosure and (b) discloses only that portion of the Confidential Information which is required and takes all reasonable measures to ensure the Confidential Information disclosed will be accorded confidential treatment.
- 7.4. The Service Provider and the Company acknowledge and agree that the Order Form and all other documents and information related to the Content and/or Services will constitute Confidential Information of the Company.
- 7.5. Service Provider may not make any public announcement relating to this Agreement without the prior written consent of the Company.
- 7.6. All Content and/or materials produced by the Service Provider for the Company hereunder shall be approved by the Company before being shared with any third-party.

- 7.7. The obligations set out in this Clause 7 shall survive the variation, renewal, termination or expiration of this Agreement.

8. DATA PRIVACY

The Service Provider shall comply with the applicable laws on data privacy and shall comply with the Company's privacy policy (<https://www.iproperty.com.my/privacy-policy/> or (<https://www.propertyguru.com.my/privacy>) in relation to the collection, use, processing, disclosure, and retention of any Personal Information relating to the Company's employees, officers, agents, representatives, consumers, customers, vendors or others, that it comes into possession of or has access to under or pursuant to this Agreement. Personal Information shall have the meaning set out in the Malaysian Personal Data Protection Act 2010 ("**Personal Information**").

9. ANTI-CORRUPTION COMPLIANCE

- 9.1. The Service Provider shall comply with applicable local laws prohibiting bribery, corruption, kickbacks, or similar unlawful or unethical conduct, including without limitation the Malaysian Anti-Corruption Commission Act 2009.
- 9.2. The Service Provider shall implement and enforce policies and procedures reasonably designed to prevent the Service Provider and its shareholders, directors, officers, employees, and agents from making, offering, promising, or authorizing any bribe, kickback, or other improper or illegal payment, or otherwise violating applicable anti-bribery and corruption laws.

10. EXCLUSIVITY

The Service Provider shall not provide any Content produced for the Company to other third parties (including Content on the same topics as the Content submitted to the Company), without the Company's written consent.

11. TERMINATION

- 11.1. Either party may terminate this Agreement at any time, by giving the other party fourteen (14) days' written notice.
- 11.2. The Company may terminate this Agreement without prior notice if the Service Provider:
- (i) materially breaches this Agreement (including without limitation, Clause 9); and
 - (ii) engages in conduct which in the Company's reasonable opinion damages the Company's brand or brings the Company into disrepute.

- 11.3. Termination of this Agreement will not affect any licence granted to the Company under Clause 6.3.

12. GENERAL

- 12.1. This Agreement does not evidence a relationship of employee and employer between the Service Provider and the Company or its affiliates. The parties are independent contractors.
- 12.2. This Agreement and the rights and obligations of the Service Provider under this Agreement may be assigned or transferred by the Company, in whole or in part in its sole discretion. The Service Provider shall not subcontract its obligation or assign its rights under this Agreement without the Company's prior written consent, which will not be unreasonably withheld.
- 12.3. No delay or failure by either party to enforce any provision of this Agreement will be deemed a waiver or create a precedent or will prejudice its rights. No waiver by either party will be effective unless it is in writing and signed.
- 12.4. If any term of this Agreement is void, unenforceable or illegal, that term is severed. The remainder of this Agreement has full force and effect.
- 12.5. Each party's rights and remedies provided in this Agreement are in addition to other rights and remedies given by law and equity independently of this Agreement.
- 12.6. Any variation of this Agreement is not effective unless it is in writing and signed by the parties.
- 12.7. This Agreement constitutes the entire agreement between the parties with regard to its subject matter, and it supersedes all other agreements, proposals and representations between the parties.
- 12.8. This Agreement will be governed by and construed in accordance with the laws of Malaysia.
- 12.9. Each party shall bear the costs and expenses it incurs in relation to this Agreement. In addition, Service Provider shall arrange the stamping of the Order Form with the stamp office and bear the stamp fee or any associated costs and expense arising from compliance with the Stamp Act 1949.
- 12.10. All capitalised terms in this Agreement have the meaning given to them in the Order Form or as otherwise defined in Clause 13.

13. DEFINITIONS

Words and expressions in this Agreement shall have the following meanings unless the context otherwise requires:

- 13.1. **"Agreement"** means this Content and Services Agreement and the relevant Order Form(s) between the Service Provider and the Company.
- 13.2. **"Confidential Information"** means any and all information and materials that Service Provider has or acquires before or after the date of this Agreement that is proprietary to the Company and/or its affiliates or is confidential in nature concerning or relating to the Company and/or its affiliates, including without limitation, all know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind and information relating to its business, affairs, plans, customers, clients, suppliers and services and this Agreement.
- 13.3. **"Contact Person"** means the authorized representatives nominated by the Company and Service Provider respectively, set out in the Order Form.
- 13.4. **"Content Guidelines"** means any guidelines provided by the Company to the Service Provider regarding form or content of the Content.
- 13.5. **"Indemnified Party"** has the meaning set out in Clause 6.6.
- 13.6. **"Intellectual Property Rights"** means copyright, rights related to copyright such as moral rights and performers rights, patents, rights to use and protect the confidentiality of confidential information (including, but not limited to know-how and trade secrets), trademarks, geographical indications, service marks, trade names, design rights, all similar rights of whatever nature wherever in the world arising, in each case: (a) whether registered, unregistered, existing by actual protection measures or by implication under law, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future, and (e) wherever existing.
- 13.7. **"Order Form"** means the relevant order form for the parties to confirm the procurement of Content and/or Services, which describes the meanings for the defined terms used under this Agreement, namely, Company, Company's Content, Company Owned Media, Content, End Date, Fees, Linking Specifications, Services, Service Provider, Service Provider's Media and Start Date.



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