

Terms & Conditions - Modern Aging Program (2017)

The terms of this release ("Agreement"), which constitutes an agreement between you, ACCESS, and NUS, are as follows:

1. Acceptance

You have indicated that you wish to submit to the Modern Aging accelerator run by ACCESS Health International Southeast Asia Ltd ("ACCESS") and NUS, acting through NUS Enterprise, ("NUS") (hereinafter jointly referred to as "Modern Aging") certain ideas, proposals, plans, treatments or other material, as summarized in detail in the files attached to this submission (the "Material"). By entering your contact details, and checking "I have read and agree to the terms and conditions", you confirm that you have read and fully understand this release, and you accept the terms of this release as set out herein.

2. Good Faith Effort

In consideration of your agreement to the terms and conditions set forth below, Modern Aging agrees to use good faith efforts to cause its appropriate employee and judges having the duty of evaluating material of the type now being submitted by you to review The Material. However, Modern Aging shall have no obligation to do so, nor to inform you of any aspect of its evaluation.

3. Voluntary submission

You understand that Modern Aging would refuse to accept or otherwise evaluate The Material in the absence of your acceptance of each and all of the provisions of this Agreement. You acknowledge that there does not now exist, nor has there ever existed, nor will there exist, a fiduciary relationship, partnership, joint venture or agency relationship between you and Modern Aging, unless otherwise expressly agreed in writing between you and Modern Aging, and you further acknowledge that no such relationships are established between Modern Aging and you by reason of this Agreement or by reason of your submission to Modern Aging of The Material. You requested this opportunity to submit your Material to Modern Aging and you make this submission voluntarily and on an unsolicited basis. Other than expressly set out in this Agreement or otherwise agreed by you and Modern Aging in writing, nothing in this Agreement or by virtue of your submission of Material imposes any obligation on Modern Aging concerning the use or evaluation of the Material.

3. Full disclosure

You hereby declare that all of the important features of your Material, and the particular items being submitted by you (e.g., script, outline, drawings, photographs, taped materials, etc.) are

summarized in the files attached to this submission, and you have disclosed no other features to Modern Aging.

4. Scope

You acknowledge that this Agreement covers and governs any and all of the Material, whether first submitted to Modern Aging contemporaneously with, or prior to, or following, the execution of this Agreement, and applies also to any submission of the Material made to Modern Aging by another source, directly or indirectly, by or through you.

5. Exclusive and Unrestricted Right to The Material

You represent and warrant that (i) you are the sole and exclusive creator, author and owner of the Material (other than to the extent within the public domain), (ii) to your knowledge no other person, firm or corporation has any right, title or interest to the Material or any part thereof or is entitled to any payment or other consideration as a condition of the use and/or exploitation of said Material, (iii) you have the exclusive, unconditional right and authority to submit and/or convey said Material and any and all rights therein and thereto to Modern Aging upon the terms and conditions set forth herein; (iv) the Material is free of all claims or encumbrances and there is no litigation pending or threatened in relation to your right, title or interest to the Material or any part thereof, and (v) neither the Material nor the Modern Aging's evaluation, use or exploitation of it constitutes defamation, libel or slander of a third party, or violates any third party's rights, including rights in intellectual property and rights of privacy or publicity. You further warrant that no rights in the Materials have previously been granted to anyone nor has the Material otherwise been exploited in any way.

6. Confidentiality and Use of The Materials

You acknowledge that Modern Aging receives numerous submissions of ideas, formats, stories, suggestions and the like and that many such submissions heretofore or hereafter received by Modern Aging are similar to or identical to those developed by you or otherwise available to Modern Aging.

You agree and acknowledge that Modern Aging's acceptance of your submission of the Material does not indicate that Modern Aging regards your Material, or any part thereof, as novel, valuable or usable, or in any way exclusive or proprietary to you. If the Material or any part thereof is marked clearly as confidential or proprietary to you when submitted to Modern Aging, Modern Aging agrees to use reasonable efforts to keep such Material confidential, and to use such Material only for the purposes of evaluation as stated in this Agreement, unless otherwise agreed in writing between you and Modern Aging. However, the preceding sentence shall not apply to, and Modern Aging shall at all times be entitled to the unrestricted use of, any Material or part thereof which is publicly available, known or disclosed to Modern

Aging apart from your submission of Material, or developed by Modern Aging independently of your submission of Material.

7. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Modern Aging, its related and associated entities, their affiliates and subsidiaries, and each of their respective directors, officers and employees, from and against any claim, loss, damage, costs, obligation, liability, or expense (including attorneys' fees and including third party claims) that may be asserted against them in connection with the Material, or any use thereof, including without limitation those arising from any breach or alleged breach of this Agreement, including the warranties and representations herein.

8. Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with this Agreement or your submission of Material, including without limitation any claim that Modern Aging has used any part of the Material in violation of the terms hereof ("Dispute"), shall be governed by the laws of Singapore. You agree that you shall notify Modern Aging in writing in the event of such a Dispute, not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of the facts giving rise to such Dispute. You further agree that your rights and remedies, if any, shall be limited to money damages, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin, injunct or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Modern Aging's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

9. Liability and Waiver

You shall retain a copy of this Agreement and of the Material, and you hereby release Modern Aging from any liability for, and waive all rights and claims against Modern Ageing for, loss or damage to the Material. You also acknowledge and agree that Modern Aging is not obligated to return the Material to you.

10. Entire Agreement

This Agreement sets forth the entire agreement and understanding between you and Modern Aging as to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings or undertakings in such respect. Any variation to this Agreement will be valid only if in writing and signed by you, ACCESS and NUS. No waiver by any party of any breach of any term of this Agreement by another party shall prevent the subsequent enforcement of that term or be deemed a waiver of any subsequent breach. A waiver by a party shall be valid only if made in writing and signed by the party making such waiver.

You acknowledge that you are executing this Agreement voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof. You agree that no obligation of any kind is assumed or may be implied against Modern Aging by reason of Modern Aging's consideration of the Material or any discussions or negotiations Modern Aging and you may have with respect thereto, except as expressly agreed in writing between you and Modern Aging.

12. Data protection

You agree that you shall at all times comply with the Personal Data Protection Act 2012 (No. 26 of 2012) and any other applicable data protection laws and regulations ("Data Protection Laws"), and shall not do or omit to do any act which may cause Modern Aging to be in breach of their obligations under the Data Protection Laws.

13. General Provision

Should any provision or part of any provision of this Agreement be void, invalid or unenforceable for any reason, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

As used in this Agreement, the terms "you" and "your" refers to and binds the undersigned. As used in this Agreement, the terms "Modern Aging" and "we" refer to and inures to the benefit of ACCESS and NUS.
