

Setel Advertisement Terms and Conditions

1. Scope

- 1.1 These Setel Advertisement Terms and Conditions (“**Terms**”) govern each Insertion Order Form (“**Insertion Order**”) entered into between Setel Ventures Sdn. Bhd. (Registration No. 201901000991)(Company No. 1310317-A), a company incorporated under the laws of Malaysia, having its business address at Suite 11-01, Level 11 Vertical Corporate Tower B, Avenue 10, The Vertical, Bangsar South City, No.8, Jalan Kerinchi, 59200 Kuala Lumpur (hereinafter referred to as “**SVSB**”) and the Party named and described in the Insertion Order (hereinafter referred to as “**Client**”) for the purchase of marketing and advertising services provided by SVSB for publication on Setel mobile application and website.

SVSB and the Client shall be referred to singularly as “**Party**” and collectively as “**Parties**” and these Terms and the Insertion Order shall be collectively referred to as the “**Agreement**”.

- 1.2 In the event of a conflict or inconsistency between the Insertion Order concluded between SVSB and the Client and these Terms, the former shall prevail.

2. Definition

Unless the context otherwise requires, for purposes of these Terms, the following terms and expressions shall have the meanings set forth below:

Advertisement	means the distribution or broadcast of the Key Visuals with the purpose of bringing the advertisement to the attention of end users in accordance with this Terms;
Advertising Content	means such substance advertised (that shall be in compliance with the guidelines stipulated in the Malaysian Communications and Multimedia Content Code as may be amended from time to time or any other relevant laws and regulations) on the Media Space for the purpose of marketing, branding and advertising of the Client's services and/or products;
Affiliate(s)	Means, as to any Person, any other Person that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person;
Applicable Laws and Regulations	means with respect to any Person, any foreign, national, federal, state, local, municipal or other law, statute, constitution, resolution, ordinance, code, permit, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority and any orders,

	writs, injunctions, awards, judgments and decrees applicable to such Person or its Subsidiaries, their business or any of their respective assets or properties;
Business Day(s)	means any day on which SVSB is open for business and operations, excluding any state, federal, or national public holiday. In the event that any deadline or date of performance of any right or obligation herein falls on a day other than a Business Day, such deadline or date of performance shall automatically be extended to the next succeeding Business Day(s);
Client Material	means any artwork, copy, photos, images, visual assets, trademarks, logos, service marks, audio content, email addresses, video, URLs, audiovisual materials, and any other Intellectual Property or other content, including the Client's or a third party's names, logos, trademarks, and service marks;
Competition Laws	means the Competition Act 2010 of Malaysia, and all Applicable Laws and Regulations that are designed to prohibit, restrict or regulate actions having the purpose or effect of, including but not limited to, the monopolization, abuse of dominance, lessening of competition, engaging in cartel behaviour, price discrimination, predatory pricing, margin squeezing, impeding effective competition and restraint of trade or collusion;
Confidential Information	<p>shall include but not be limited to:</p> <ul style="list-style-type: none"> a) all information and documents, related processes, methodologies, trade secrets, know how, drawings, designs, technical data, test, market reports and research reports, and other information of whatever nature, and all copies, reproductions, reprints and translations thereof, relating to the Discloser or any of its Affiliates and/or any of its Related Persons where applicable, and supplied to the Recipient or any of Recipient's Related Persons in connection with or in the course of the Agreement; b) any information and/or material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by the Discloser and/or any of its Affiliates and/or any of its Related Persons as confidential regardless of whether these have been explicitly or tacitly identified as being a secret or confidential. Any information which was expressly named or marked as being confidential and any orally or visually disclosed information which was confirmed in writing the fact and general nature of each disclosure within thirty (30) days after it is made, shall in any case be deemed to be Confidential Information for the purposes of this Agreement;

	<p>c) information of whatever nature relating to the business of the Discloser and/or any of its Affiliates obtained by observation during visits (if any) to its premises in connection with or in the course of the Agreement;</p> <p>d) all information, documents, records and other material which from time to time are contained in the data room of information relating to the Agreement;</p> <p>e) the contents of this Agreement and/or the fact that the Agreement is or may be contemplated by each Party or any of their respective Affiliates, irrespective of whether such information is disclosed before or after the Effective Date; and</p> <p>f) any reports, analyses, compilations, studies, forecasts or other documents or data prepared by, or on behalf of, or for, the Recipient and the Recipient's Related Persons which contains, derived from or otherwise reflect any information described in item (a) to (e) herewith, which the Discloser or any its Affiliates or Related Persons had disclosed to the Recipients or any of its Related Persons in order to facilitate this Agreement;</p> <p>Confidential Information shall not include information which (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to any person; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.</p>
Control or Controlled	<p>means in relation to a company or an entity (the "body"), the power of a Person to secure that the affairs of the body are conducted in accordance with the wishes of that Person:</p> <p>a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body including any subsidiaries, joint venture entities, variable interest entities or any other legal entity in which the Person is the legal or beneficial owner, directly or indirectly; or</p> <p>b) as a result of any powers conferred by the articles of association, constitution or any other document regulating that or any other body;</p>
Data Controller	<p>means a Person who either alone or jointly or in common with other Persons processes any Personal Data or has control over or authorizes the processing of any Personal Data, but does not include a Data Processor, or as similarly defined under the Personal Data Protection Act 2010 of Malaysia / Data Protection Legislation;</p>

Data Subject	means an individual who is the subject of Personal Data, or as similarly defined under the Personal Data Protection Act 2010 of Malaysia / the Data Protection Legislation;
Data Processor	means a Person who processes Personal Data on behalf of the Data Controller or as similarly defined under the Personal Data Protection Act 2010 of Malaysia / Data Protection Legislation. A “Data Processor” does not include a natural person processing Personal Data solely for domestic, personal or household purposes.
Data Protection Legislation	means the Personal Data Protection Act 2010 of Malaysia and all other Applicable Laws and Regulations relating to the processing and/or protection of Personal Data and privacy including where applicable the guidance and codes of practice issued by the relevant Governmental Authority;
Discloser	means the Party disclosing the Confidential Information;
Governmental Authority	means any supranational, national, federal, state, provincial, municipal or local court, administrative body or other governmental or quasigovernmental entity or authority with competent jurisdiction exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, federal, state, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, judicial or arbitral authority or arbitral tribunal, whether domestic or foreign;
Key Visuals	means any graphic file and/or any and all accompanying printed, hand-written or electronically transferred information supplied by the Client to SVSB to be displayed as the Advertisement(s) or advertising materials;
Media Space	shall include all advertising or promotional placements on any media format within the Setel App, including but not limited to homepage banner, promotional banner, pay page banner, in-app inbox messaging, push notifications, floating action button, electronic direct mail (EDM) and social media posts;
PDPA	means the Malaysian Personal Data Protection Act 2010, the applicable regulations, subsidiary legislation, guidelines, orders related thereto, and any statutory amendments or re-enactments made of the PDPA from time to time;

Person(s)	means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity;
Personal Data	shall have the meaning given by the PDPA 2010 and relates only to personal data of which the Party has control and authority over the processing thereof, and in respect of which the other Party is required to perform its obligations under this Agreement;
Personal Data Breach	means an incident that has resulted in accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, access to or encryption of the Personal Data transmitted, stored or otherwise processed and any other occurrence classified under applicable Data Protection Legislation as a personal data breach;
“process” or “processes” or “processing”	collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on the Personal Data, including (a) the organization, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data;
Platform	means the Setel mobile application and website or any other medium agreed by the Parties in writing;
Recipient	means the Party receiving the Confidential Information;
Related Person(s)	means, in respect of a Party, its Affiliates and each of their respective directors, employees, advisers, agents and consultants retained by such party at any time during the period in which the provisions of this Agreement apply;
Sanction Laws	<p>means all Applicable Laws and Regulations concerning economic sanctions (including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted Persons, or the ability to engage in transactions with or involving specified Persons or countries, or any Applicable Law that threatens to impose economic sanctions on any Person for engaging in targeted behaviour) of any jurisdictions including –</p> <p>a) the United Nations; b) Malaysia;</p>

	<p>c) the European Union;</p> <p>d) the United Kingdom (including those administered by HM's Treasury);</p> <p>e) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);</p>
Setel App	refers to the mobile application owned by SVSB that provides a seamless e-payment solution for fuel purchases and the provision of products and services;
Subsidiary(ies)	means with respect to a Person, (i) any corporation of which a majority of the securities entitled to vote generally in the election of directors or commissioners thereof, at the time as of which any determination is being made, are owned by such Person, either directly or indirectly, (ii) any joint venture, general or limited partnership, limited liability company or other legal entity in which such Person is the record or beneficial owner, directly or indirectly, of a majority of the voting interests or the general partner, or (iii) any variable interest entity Controlled by such Person or its Subsidiary.

3. Services

SVSB shall provide to the Client the marketing and advertising services at Media Space as specified in the relevant Insertion Order, subject to the Client's timely payment of the fees stated therein. The scope, timing, and nature of the services shall be as set out in the Insertion Order, and any changes to the services shall be at SVSB's discretion and subject to mutual written agreement.

4. Client Advertisements

4.1 Where the Client purchases Media Space from SVSB, the Client shall, at its own cost, provide SVSB with its advertising text, content or Key Visuals intended for reproduction by SVSB as an Advertisement on the Platform ("**Client Advertisement**").

4.2 The Client shall:

4.2.1 Submit the draft of the Client Advertisement to SVSB for confirmation and approval at least seven (7) Business Days prior to the scheduled date of publication;

4.2.2 Provide SVSB with written approval and confirmation on the final draft of the Client Advertisement no less than three (3) Business Days prior to the scheduled date of publication on the Platform. If otherwise not observed by

the Client, SVSB retains the right, and the Client agrees that the publication date may be revised accordingly to ensure full mobilisation of the Client Advertisement at no fault of SVSB; and

- 4.2.3 Ensure that the Client Advertisement and Advertising Content comply with all Applicable Laws and Regulations.
- 4.3 SVSB, in its sole and absolute discretion, reserves the right to reject or cancel any Client Advertisement at any time, for any reason or no reason without liability and without obligation to provide reasons. Without prejudice to the foregoing, SVSB will not accept any Client Advertisement or provide services in relation to the creation or advertising of content that promotes, contains or is related to (a) illegal activities such as illegal drugs, phishing, terrorism, criminal activities, contests, pyramid schemes, spam or chain letters; (b) smoking, tobacco, lottery, gambling, or weapons; (c) pornographic or obscene material; (d) excessively graphic or explicit violence; (e) defamatory, inappropriate, or profane material; (f) discriminatory material or hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, or language of such individual or group; or (g) viruses, worms, corrupted files, malware, cracks, or other materials that are intended to or may damage or render inoperable software, hardware, or security measure.
- 4.4 If SVSB decides that the Client Advertisement is unsuitable in accordance with Clause 4.3, SVSB will notify the Client in writing who must supply an alternative copy within two (2) Business Days of receiving the notification unless otherwise agreed by SVSB in writing. If the alternative copy is not accepted, SVSB shall be entitled at its sole and absolute discretion to terminate the Insertion Order (or part thereof) and, if the Client has made payment, to refund the paid amount on a pro-rated basis as determined by SVSB in its sole discretion. SVSB shall have no further liability to the Client .
- 4.5 If the Client Advertisement does not comply with the advertisement specifications as communicated by SVSB to the Client, SVSB shall have the right to either reject, modify or change the Client Advertisement to comply with the said specifications, including but not limited to reformatting, cropping, resizing, and editing, without any obligation to seek or obtain the Client's approval. SVSB may, but is not obliged to, notify the Client of any such modifications.
- 4.6 SVSB shall not incur any liability to the Client in respect of the non-publication of any advertisement pursuant to clauses 4.3, 4.4 or 4.5.

5. Publications of Advertisements

- 5.1 The Client shall be solely responsible for reviewing and ensuring the completeness and accuracy of all information and claims (direct or implied) in each Advertisement, including but not limited to the Client's or, where applicable, any third party ("**Third Party**") products, services, promises, and any claims about other parties. Upon

SVSB's reasonable request, the Client will provide SVSB with documentation to substantiate any such claims.

- 5.2 The Client shall provide SVSB with written approval of the final version of the Advertisement prior to publication on the Platform. SVSB shall not incur any liability to the Client for any error, omission or inaccuracy in any Advertisement published on the Platform.
- 5.3 SVSB may make any additions to, changes in, or deletions from any Advertisement as required by any competent authority, and shall inform the Client prior to making any addition, change or deletion to the extent permitted by law. SVSB shall not incur any liability to the Client for any consequences, claims, losses or damages arising from such additions, changes, or deletions.
- 5.4 An Advertisement shall be published on the Platform for the duration and frequency as agreed in writing between the Client and SVSB.
- 5.5 The Client may request for SVSB to take down any published Advertisement or to cease the publication of any Advertisement on the Platform at any time, provided that the Client shall remain obliged to make full payment to SVSB in respect of the said Advertisement, and SVSB shall not be required to refund or pro-rate any fees already paid or payable, regardless of the timing of such request..

6. Payment

- 6.1 The Client shall make payment of the invoiced amount stated in the Insertion Order to SVSB within thirty (30) Business Days from the date the invoice is received by the Client, without any set-off, deduction, or withholding except as required by law.
- 6.2 All sums payable under this Agreement shall be paid by way of bank transfer or cheque deposit to the account details notified by SVSB to the Client in writing from time to time. Payment shall be deemed made only upon actual receipt of cleared funds by SVSB.
- 6.3 The Client shall be solely responsible for bearing all applicable taxes (if any), including but not limited to Sales and Services Tax, or such other transaction taxes, associated with this Agreement, as well as the costs of any bank charges and/or fees charged by the Client's bank. If any withholding or deduction is required by law, the Client shall gross up the payment so that SVSB receives the full amount invoiced.
- 6.4 If payment is not received within the specified time, SVSB may in its absolute discretion: (a) suspend or cancel any existing Insertion Orders; (b) refuse to accept any new Insertion Orders; (c) impose interest charges of two percent (2)% per annum calculated on a daily basis from the due date until the date of actual receipt of full payment; (d) recover from the Client all costs and expenses (including legal fees on a solicitor and client basis) incurred by SVSB in connection with the collection of

overdue amounts; and/or (d) exercise any rights and remedies available under applicable laws.

7. Term and Termination

- 7.1 This Agreement starts on the order date stated in the Insertion Order and, unless earlier terminated in accordance with this Agreement, will continue until the date as specified in the Insertion Order or the date all services are provided. Where an Advertisement or Advertisements are published on the Platform, the services shall be deemed to be provided by SVSB at the time of publication.
- 7.2 Either Party may terminate this Agreement for any reason whatsoever by giving the other Party fourteen (14) days' prior written notice specifying its intention to do so, save that the Client shall pay for all services provided by SVSB at the time of termination.
- 7.3 For the avoidance of doubt, in the event that the Client terminates this Agreement after SVSB published an Advertisement on the Platform, the Client shall remain obliged to make full payment for the published Advertisement, and SVSB shall not provide any pro-rated returns in this regard.
- 7.4 In the event a Party fails to comply with any material obligation under this Agreement ("**the defaulting Party**"), the defaulting Party shall be given the opportunity to rectify and remedy the said breach within forty-eight (48) hours from the date of receipt of the written notice requiring it to remedy such breach. However, if the breach is not remedied within the stipulated time, the Parties shall resolve the dispute in accordance with Clause 22.
- 7.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 7.6 Clauses 9, 10, and 12 shall survive expiration or termination of this Agreement. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

8. Representations and Warranties

- 8.1 Each Party represents and warrants to the other Party that:
 - 8.1.1 it has sufficient rights and authority to enter into this Agreement, to grant the rights and to assume all their respective rights and obligations set forth herein. The individual(s) signing on behalf of his/her respective party represents and warrants that he/she has the authority to execute and bind his/her respective party to the Agreement;

- 8.1.2 it shall comply with all Applicable Laws and Regulations and any industry codes or rules relating to its respective activities under this Agreement, particularly any local advertising laws, regulations or codes issued by the relevant regulatory authorities; and
 - 8.1.3 this Agreement does not and will not conflict with any of the party's other obligations to any third parties.
- 8.2 The Client represents and warrants that:
 - 8.2.1 the Client Advertisement do not contain any material that shall breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render SVSB liable to any claims or proceedings whatsoever;
 - 8.2.2 in respect of any Client Advertisement submitted which contains the name or pictorial representation (photographic or otherwise) of any living person and / or any part of any living person and / or copy by which any living person is or can be identified, the Client has obtained any authority of such living person to make use of such name, representation and / or copy; and
 - 8.2.3 where the Client acts on behalf of the Third Party (for example, where the Client is an advertising agency), the Client represents and warrants that it is the agent of the Third Party and is duly authorised to make and enter into this Agreement with SVSB for the services set out in the Insertion Order for and on behalf of the Third Party. The Client will be solely responsible for liaising with and obtaining the necessary approvals and participation from the Third Party on all matters related to the execution of the services and this Agreement.
- 8.3 Save as set out in this clause, SVSB disclaims all warranties, whether express, implied or statutory, including any implied warranties of title, non-infringement of third-party rights, merchantability, or fitness for a particular purpose.

9. Limitation of liability

- 9.1 Notwithstanding any provision in this Agreement, in no event whatsoever shall either Party be liable to the other by way of indemnity nor by reason of any breach of this Agreement nor by reason of tort, for any indirect, remote and/or consequential losses of any kind, including but not limited to, loss of profit, loss of earnings or for any financial or economic loss or damages whatsoever that may be suffered by the other Party.
- 9.2 The total aggregate liability of either Party under or in connection with this Agreement will be limited to the amount paid or payable by the Client to SVSB under this

Agreement in the twelve (12) months preceding the event giving rise to the claim of direct losses or damages.

10. Indemnity

- 10.1 The Client agrees to indemnify, defend, and hold harmless SVSB, its Affiliates and each of their employees, directors, officers and representatives from and against any and all third party complaints, charges, claims, loss, suit, action, demand, damages, losses, costs, liabilities, and expenses (including reasonable solicitors' fees) (collectively referred to as "**Claims**") due to or arising out of: (a) the actual or alleged infringement of the Intellectual Property, privacy, publicity, copyright, or other legal rights of any third party arising from SVSB's use and/or publication of the Client Advertisements and/or the Client Materials in accordance with this Agreement; (b) allegations that the Client Advertisements and/or the Client Materials are false, misleading, fraudulent, defamatory, or deceptive; or (c) the Client's breach of its representations and warranties under Clause 8.
- 10.2 SVSB agrees to indemnify, defend, and hold harmless the Client and its directors, officers, stockholders, employees, licensors, and agents from and against any and all Claims due to or arising out of SVSB's breach of its representations and warranties under Clause 8.
- 10.3 The indemnified party will promptly notify the indemnifying party in writing of any claim for which indemnification is sought, but any failure to notify the indemnifying party will not relieve the indemnifying party from any liability or obligation the indemnifying party may have under this Clause 10 except to the extent of any material prejudice to the indemnifying party resulting from such failure. The indemnifying party will not compromise or settle any such claim in any manner without the prior written consent of the indemnified party, which consent will be provided in the indemnified party's sole and absolute discretion. The indemnified party may participate (at its expense) in the defense and settlement of the claim with counsel of its own choosing.

11. Intellectual Property

- 11.1 All Intellectual Property residing in any information, materials and products of any nature whatsoever supplied by one Party to the other under this Agreement shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property. Each Party shall contribute such of its own Intellectual Property, as it deems necessary for the successful carrying out of the Agreement and grants the other Party the right to use such Intellectual Property only for the purpose of the Agreement.
- 11.2 Nothing in this Agreement shall be construed to have the effect of transferring or in any way divesting ownership in the Intellectual Property Rights in the Platform or any other marketing assets of SVSB from SVSB to the Client.

- 11.3 The Intellectual Property, specifically, trademarks or brand of either party shall not be used otherwise than as authorised under this Agreement or by the other Party in writing.

12. Confidentiality and Disclosure

- 12.1 The Recipient undertakes to the Discloser to:

12.1.1 not to use or divulge or communicate the Confidential Information to any person other than to its related corporations (as defined under the Companies Act 2016) and its related corporations' officers, employees, auditors, solicitors and other professional advisors of the Discloser on a 'need to know' basis;

12.1.2 use the Confidential Information solely for the purpose of carrying out its functions herein and not utilize the Confidential Information for any purposes other than specified in this Agreement.

- 12.2 The restrictions on disclosure of Confidential Information shall not apply to information:

12.2.1 which was or becomes public knowledge without the breach of the Recipient's obligations hereunder;

12.2.2 which was known to the Recipient prior to receipt from the Discloser;

12.2.3 which was rightfully acquired by the Recipient from a third party without restriction on disclosure or use;

12.2.4 which was required to be disclosed by an order from a competent court of law by law, by any regulatory authority having jurisdiction over the Recipient; or

12.2.5 the disclosure of which has been approved in writing by the Discloser.

- 12.3 In any event, the Recipient warrants that it shall ensure that any and all persons to whom any Confidential Information under this Agreement is disclosed shall keep such information confidential and shall be fully aware of the obligations under this Agreement and complies with such obligations as though such person were a party to this Agreement.

13. Assignment

This Agreement shall not be assignable by either Party, and neither Party may delegate without the other Party's prior written consent, which consent shall not be unreasonably withheld.

14. Notice

14.1 Any notice or other communication required to be given in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in writing in the English language, and shall be addressed as provided below and shall either be:-

14.1. Personally delivered, in which case it shall be deemed to have been given upon delivery once the receipt thereof is duly acknowledged by the Party receiving it; or

14.2 Sent by prepaid registered post, in which case it shall be deemed to have been given seven (7) clear days after the date of posting; or

14.3 Sent by electronic mail to the address of the recipient, in which case it shall be deemed to have been given on the date of receipt of the electronic mail, or the date of transmission if no delivery failure message is received.

15. Force Majeure

Excluding payment obligations, no Party will be responsible for any failure or delay in performing under this Agreement to the extent caused by any event beyond its reasonable control including but not limited to epidemics, pandemics, acts of God, civil unrest, lockdowns and political situations.

16. Amendment

SVSB reserves the right to amend these Terms at its sole discretion from time to time as it deems fit without prior notice.

17. Severability

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

18. Waiver

No delay or failure by SVSB to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of SVSB.

19. Relationship between Parties

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor make either party the agent of the other party for any purpose.

20. Counterpart

The Parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

21. Entire Agreement

This Agreement supersedes any previous agreement between the Parties and constitute the entire agreement between the Parties relating to its subject matter to the exclusion of all other terms and conditions, and any prior written or oral agreement between the Parties.

22. Governing law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Both Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

23. Compliance with Critical Laws

23.1 Anti-Bribery and Anti-Corruption Anti-Money Laundering

- 23.1.1 The Client shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services in connection with this Agreement to comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Malaysian Anti-Corruption Commission Act 2009, the United Kingdom Bribery Act 2010 and U.S. Foreign Corrupt Practices Act of 1977, and regulations and any relevant anti-money laundering and/or anti-corruption policies and documents provided by SVSB (including the provisions of the PETRONAS Code of Business Ethics ("**CoBE**") relevant to SVSB's third parties and Anti-Bribery and Corruption Manual ("**ABC Manual**")) and have in place adequate controls and procedures to prevent corruption. The latest versions of the CoBE and ABC Manual can be accessed from <https://www.petronas.com/sustainability/governance-and-ethics> as at March 2021. The Client also undertakes that it has conducted and will continue to conduct their businesses in compliance with all applicable anti-corruption laws and have instituted and maintained and will continue to maintain all necessary measures / policies and procedures designed to promote and achieve compliance with all anti-corruption laws.

- 23.1.2 The Client must notify SVSB as soon as reasonably practicable (and in any event within three [3] days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable anti-money laundering and anti-corruption laws.
- 23.1.3 If the Client breaches this Clause, SVSB shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with immediate effect. The Client shall hold SVSB harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by the Client, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.
- 23.1.4 Upon request in writing by SVSB, the Client shall within, [5] Business Days, provide SVSB with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If SVSB reasonably suspects that there is a breach of any obligation under this Clause, SVSB or a third party appointed by SVSB shall have the right to immediately access and take copies of all records and other information relating to this Agreement held at the Client's premises and meet with the Client's personnel to audit the Client's compliance with its obligations under this Clause and the Client shall provide all necessary assistance to the conduct of such audit by SVSB or such third party. If the audit reveals a breach of any obligations under this Clause and any applicable anti-corruption laws, the Client will bear the cost of such audit and any remedial actions necessary to ensure compliance with Clause and indemnify and hold harmless SVSB in respect of such breaches.

23.2 Human Rights

- 23.2.1 The Client warrants and undertakes that it will take commercially reasonable efforts to abide by best practices aligned with the Applicable Laws and Regulations concerning human rights.
- 23.2.2 The Client further warrants and undertakes to immediately notify SVSB of all suspected or actual adverse human rights impact which it causes or has contributed to, whether directly or indirectly, and to remediate the adverse human rights impact including to provide adequate compensation or other appropriate remedy to the affected victims. Subsequently, the Client shall address the cause of the adverse human right impact so as to avoid further similar adverse impacts and provide to SVSB a summary of the remedial and preventive measures taken within [3] days from the first occurrence.

23.3 Personal Data Protection

- 23.3.1 The Client represents, warrants and undertakes to fully comply with all Data Protection Legislation in processing Personal Data in connection with this Agreement.
- 23.3.2 The Client agrees to **immediately** notify SVSB of any complaint or request in relation to the Personal Data and/or where there has been an event of non-compliance with the Data Protection Legislation.
- 23.3.3 Where SVSB discloses any Personal Data to the Client, the Client shall:
- (i) employ appropriate safeguards to ensure compliance with the Data Protection Legislation, including the implementation of administrative, organisational, physical and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by SVSB;
 - (ii) **immediately** notify SVSB in writing if it becomes aware of any Personal Data Breach. In such event, the Client shall co-operate with SVSB to conduct an investigation; co-operate with authorities; notify, at the Client's sole expense, all affected persons, credit bureaus, and all other persons or entities deemed appropriate by SVSB; and issue press releases;
 - (iii) only process the Personal Data for purposes relating to the Agreement and in strict compliance with all directions given by SVSB in respect of the same;
 - (iv) undertake that it shall not retain any Personal Data following the termination or expiry of this Agreement, or if it is no longer necessary for the fulfilment of the purpose for which such Personal Data was processed under this Agreement. Such Personal Data shall be, at SVSB' option, either returned to SVSB and/or deleted, unless otherwise mandated by the laws that are applicable to the Client. Where retention of the Personal Data is mandated by the laws that are applicable to the Client, the Client shall inform SVSB in writing of the relevant law mandating such retention, the minimum retention period under such law, and the Personal Data that will be retained following the termination or expiry of this Agreement, or when it is no longer necessary for the fulfilment of the purpose for which such Personal Data was processed under this Agreement, and shall undertake to either return or delete such Personal Data (at SVSB's option) immediately upon the expiry of the minimum retention period. Prior to such return or deletion, the Client undertakes to comply with all the requirements in this Agreement in respect of the Personal Data that remains in its possession or control. After returning or deleting all Personal Data, the Client shall provide SVSB with written confirmation that it no longer possesses any Personal Data;
 - (v) immediately notify SVSB in writing upon the receipt of a request to exercise a Data Subject's rights and assist SVSB as far as possible with fulfilling SVSB's obligation to respond to requests for exercising a

- Data Subject's rights as laid down by the relevant Data Protection Legislation, as soon as practicable upon SVSB's written request;
- (vi) not disclose the Personal Data to any third parties, without SVSB's prior written consent, unless compelled by any Applicable Laws and Regulations (in which case the Client shall give SVSB reasonable prior written notice of such disclosure and make reasonable efforts to assist SVSB in obtaining a protective order preventing or limiting disclosure);
 - (vii) not transfer the Personal Data to any place outside of the jurisdictions that have been disclosed to the Client, in writing without obtaining SVSB's prior written consent (which shall not be unreasonably withheld); and
 - (viii) procure any third party that processes the Personal Data on behalf of the Client to agree in writing to the same terms that the Client agrees to in this Clause 23.3.

23.3.4 The Client shall, at all times during and after the term of this Agreement, indemnify and keep indemnified SVSB and its Affiliates against all losses, damages, costs or expenses and other liabilities incurred by, awarded against or agreed to be paid by SVSB and/or its Affiliates and arising from the Client's breach of Data Protection Legislation or obligations under this Clause 23.3 except and to the extent that such liabilities have resulted directly from SVSB's (or its Affiliates) instructions, or breach of this Agreement by SVSB.

23.4 Sanctions

23.4.1 Each Party shall perform this Agreement in compliance with any applicable Sanctions Laws. No Party shall be obliged to perform any obligation under this Agreement if this would not be compliant with, would be in violation of, inconsistent with, or would expose either Party to punitive measures under any laws, regulations applicable to either Parties relating to Sanctions Laws.

i. Warranties

The Client warrants that the Client, its Affiliates and to the best of its knowledge, each of their respective directors, officers, employees, agents and representatives, are not:-

- a. the target of any Sanctions Laws;
- b. acting for the benefit of, or on behalf of, any person that is the target of any Sanctions Laws; and
- c. engaged and will not engage in any activity that would result in the Client becoming a target of Sanctions Laws.

23.4.2 Each Party warrants that all goods or services supplied under this Agreement shall not be used for: -

- a. any activity that will or may facilitate the design, development, production, handling, usage, maintenance, storage, delivery of or in connection with weapons of mass destruction and its delivery system;
- b. any terrorism activity; and
- c. participation in transactions with persons engaged in such activities.

23.4.3 The Client undertakes to promptly notify SVSB in the event it is no longer able to comply with the warranties above. The Client shall fully indemnify SVSB, its directors, shareholders and employees for any losses arising from a breach of these warranties.

23.4.4 The Client shall promptly notify SVSB in the event it is no longer able to comply with the warranties above. The Client agrees to fully indemnify and hold SVSB harmless, its directors, shareholders and employees for any losses arising from a breach of these warranties.

23.4.5 The Client must notify SVSB immediately upon becoming aware that it or any of its affiliates is subject to any Sanctions Laws.

23.5 Export Control

23.5.1 Each Party warrants to the other Party that all goods supplied under this Agreement shall not be used for any activities that will or may facilitate the design, development, production and delivery of or in connection with the weapons of mass destruction or any act of terrorism or any restricted activity under the Malaysian Strategic Trade Act 2010 (“**STA**”) or any other applicable export controls laws. Each Party fully indemnifies the other Party for any losses arising from the breach of the STA and/or any other applicable export controls laws.

23.5.2 Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties and access to its information as reasonably necessary to obtain any required approvals.

23.5.3 The Client must notify SVSB as soon as reasonably practicable (and in any event within three [3] days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable export control laws. The Parties agree that upon request in writing by SVSB, the Client shall within, [5] Business Days, provide SVSB

with documentation evidencing compliance of its obligations under the applicable export control laws.

23.6 Competition

- 23.6.1 The Client shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services in connection with this Agreement to comply, with all applicable Competition Laws.
- 23.6.2 The Client agrees to promptly notify SVSB of any suspected or occurrence of infringement of any Competition Laws in connection with this Agreement. SVSB reserves the right to suspend indefinitely or terminate this Agreement without any liability howsoever with written notice with immediate effect in the event of notification of suspected or actual infringement of Competition Laws.
- 23.6.3 If the Client breaches this Clause, SVSB shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with immediate effect. The Client shall hold SVSB harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by the Client, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.
- 23.6.4 The Client must notify SVSB as soon as reasonably practicable (and in any event within three [3] days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable Competition Laws.