

AXIATA GENERAL TERMS AND CONDITIONS

1. CONTRACT

- 1.1 Notwithstanding that the Purchase Order may refer to these Axiata General Terms and Conditions, any part thereof, or otherwise, these Axiata General Terms and Conditions: **(i)** apply between the Parties; and **(ii)** together with the Purchase Order, form the agreement between the Parties governing the procurement of the Products/Services, if the Parties do not have another written contract signed by the authorised signatory of each Party governing the procurement of the Products/Services.
- 1.2 Subject to **Clause 1.1**, the Contract constitutes the entire agreement between the Parties and replaces and supersedes all previous agreements, written or oral, pertaining to the subject matter of the Contract. In the event and to the extent of any inconsistency between these Axiata General Terms and Conditions and the Purchase Order, these Axiata General Terms and Conditions shall prevail, unless and to the extent the Purchase Order expressly refers to and amends any specific Axiata General Terms and Conditions.
- 1.3 The Parties agree that any shrink-wrap and click-through software licensing agreements shall not apply to any software supplied by you under any circumstances.
- 1.4 The Contract commences on the date of your acceptance of the Purchase Order, which may be signified or evidenced by your conduct including your commencement of work under the Purchase Order. In respect of the procurement of, or subscription for, Subscription Software or certain services (such as Support and Maintenance Services and SaaS Tool), the duration of such procurement or subscription shall or may be specified in the Purchase Order.
- 1.5 Except where provided otherwise, the Contract may only be amended or varied with the written agreement of the Parties signed by the authorised signatory of each Party.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Axiata General Terms and Conditions, subject to the context in which it is used herein:
- i. "Axiata"** means the Axiata Group entity which issues the Purchase Order as stated in the Purchase Order;
- ii. "Axiata Group"** means Axiata Group Berhad (Company No. 199201010685 (242188-H)) and its subsidiaries;
- iii. "Business Days"** means a day (other than a public holiday, Saturday or Sunday) on which banks are open for general business in Kuala Lumpur, Wilayah Persekutuan, Malaysia;
- iv. "Confidential Information"** means all data, information or reports (including diagrams, plans, statistics, drawings and supporting records or materials), whether written, oral, or in any electronic or other form or medium, relating to member(s) of the Axiata Group, their respective employees, customers (including customers' customers) or suppliers, which has come to your knowledge or into your control or possession pursuant to or in connection with the Contract before, on or after the commencement of the Contract, and shall include but is not limited to: **(a)** data on network(s), formulae, photographs, drawings, specifications, software programs, samples and any business plans, technical, financial or commercial information relating to member(s) of the Axiata Group; **(b)** information relating to the business, operations, processes, plans, intentions, products, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs of, and any other material bearing or incorporating any information and documentation relating to, member(s) of the Axiata Group; and **(c)** any Personal Data;
- v. "Contract"** means the Purchase Order and these Axiata General Terms and Conditions;
- vi. "Intellectual Property Rights"** means:
- (a) all copyright, trade marks, service marks, trade names, domain names, patents, industrial designs, moral rights and similar rights of any type, know-how, trade secrets, confidential information, and any other industrial or intellectual property rights; and
- (b) any application or right to apply for registration of any of the rights referred to in (a), now existing or in the future;
- vii. "Malware"** means any code, software, device or other thing/item which may impair or otherwise adversely affect the operation of any computer or system, prevent or hinder access to any program or data (whether by rearranging within the computer or any storage medium or device, altering or erasing, the program or data in whole or in part, or otherwise), gain unauthorised access to any program, equipment, system or data or collect data or surveillance without authorisation, including worms, Trojan horses, computer viruses, ransomware, spyware or similar things/items;

- viii. "Parties"** means we and you, and **"Party"** means we or you;
- ix. "Personal Data"** means personal data, personal information or data relating to individuals;
- x. "Personnel"** means your or members of your group of companies' directors, employees, officers, representatives, agents, advisers, contractors (including subcontractors), and the directors, personnel and representatives of any such agents, advisers, contractors (including subcontractors). Your Personnel shall, in addition to the foregoing, include Sub-Processors;
- xi. "Process", "Processes" or "Processing"** means the processing of any data or information, which shall include collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on Personal Data, including:
- (a)** the organisation, 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 available; or
- (d)** the alignment, combination, correction, erasure or destruction of Personal Data;
- xii. "Products/Services"** means the tangible or intangible goods or items (which may be hardware, equipment, software, system or services) specified in the Purchase Order, and shall include components and parts thereof, all deliverables or work products arising therefrom and all related or ancillary documentation or materials (including training, educational and supporting manuals and materials) which are or are to be provided by you under the Contract;
- xiii. "Purchase Order"** means the purchase order issued by us to you, which refers to these Axiata General Terms and Conditions, and all documents attached by us to, or referenced by us in, the purchase order;
- xiv. "SaaS Tool"** means the software-as-a-service specified in the Purchase Order;
- xv. "Service Credits"** means the service credits in respect of your non-compliance with Service Levels, specified in the Purchase Order;
- xvi. "Service Level(s)"** means the service level(s) for Support and Maintenance Services or SaaS Tool, as the case may be, specified in the Purchase Order, and if no such service level(s) are specified in the Purchase Order, the service level(s) set out in **Clause 13.1(c)** (for Support and Maintenance Services) or **Clause 14.1** and **Clause 14.3** (for SaaS Tool);
- xvii. "Sub-Processor"** means any party which Processes Personal Data of Axiata or any other member(s) of the Axiata Group in connection with or arising from the Contract on your behalf or on behalf of any member of your group of companies.
- xviii. "Subscription Software"** means on-premise software specified in the Purchase Order in respect of which there is a Subscription Term. For avoidance of doubt, SaaS Tool is not "Subscription Software";
- xix. "Subscription Term"** means the period that we procure or subscribe for Subscription Software, Support and Maintenance Services or SaaS Tool, as the case may be, specified in the Purchase Order, and if no such period is specified in the Purchase Order, the longer of one (1) year and the period that we pay for, or use, the Support and Maintenance Services or SaaS Tool, as the case may be;
- xx. "Support and Maintenance Services"** means the services in respect of the support and maintenance of hardware, equipment, software or system, specified in the Purchase Order;
- xxi. "System"** means the system specified in the Purchase Order, comprising a combination of software and hardware;
- xxii. "Warranty Period"** means the time period specified in the Purchase Order as the Warranty Period and if no such period is specified in the Purchase Order, one (1) year from the date of acceptance of the Products/Services by us;
- xxiii. "we" or "us"** means Axiata and **"you" or "your"** refers to the entity named in the Purchase Order to which we issued the Purchase Order.

- 2.2 A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of the Contract or any part of it.
- 2.3 References to any legislation or law include all regulations and statutory instruments issued under such legislation or law.
- 2.4 Words denoting natural persons include bodies corporate and unincorporated and vice versa.

3. ENGAGEMENT

- 3.1 We hereby engage you and you hereby accept the engagement to provide the Products/Services upon the terms and conditions of the Contract.

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4. PRICE, INVOICING AND PAYMENT TERMS

- 4.1 The price of the Products/Services ("Price") is specified in the Purchase Order. The Price is inclusive of all applicable taxes, duties and levies and all your costs and expenses in relation to the Products/Services and the supply of the Products/Services, except where expressly provided otherwise in the Purchase Order.
- 4.2 If any payment under the Contract is subject to tax by the relevant tax authority in Malaysia and such tax is required to be withheld from the payment to you, we are entitled to deduct such tax payable from the gross payment and remit the amount to the Malaysian tax authorities on behalf of you. We shall then pay you the Price less the sum deducted for such tax in accordance with the terms and conditions of the Contract. If you are entitled to a preferential tax rate, you may then furnish to us evidence of your tax residence status by way of letter or certificate issued by the relevant tax authority confirming your tax residence status prior to us making the first payment to you under the Contract. Upon your request, we shall furnish you all applicable tax receipts.
- 4.3 You shall invoice us for the Products/Services in accordance with the invoicing terms specified in the Purchase Order, and if no such invoicing terms are specified in the Purchase Order, only after you have provided the Products/Services to us, and we have accepted the same, in accordance with the terms and conditions of the Contract. You shall not include any terms or conditions in your invoice which would or may have the effect of varying the terms of the Contract – all such terms or conditions shall be null and void.
- 4.4 Payments for the Products/Services will be made in the currency specified in the Purchase Order, and if no such currency is specified, in Malaysian Ringgit. We will make payment for the Products/Services within the time period specified in the Purchase Order, and if no such time period is specified, within forty-five (45) days from the date of receipt by us of a valid invoice together with all relevant supporting documents. We shall be entitled to verify such supporting documents and to request for the correct or additional supporting documents prior to making any payment. In the event of dispute over an invoice or part thereof, we shall only pay the undisputed amount prior to the resolution of such dispute.
- 4.5 We shall, at any time, be entitled to deduct an amount from the Price or to a refund (from the Price or part thereof already paid), to rectify any non-compliance, failure or default by you. In any case, we shall have the right to withhold any part of the payments if we are not satisfied with your performance and you fail to rectify any issue to our satisfaction after we refer the same to you.
- 4.6 You hereby grant us the right to set off against the Price any Service Credits, damages and other monies liable to be paid by you to us under or pursuant to the Contract.

5. SPECIFICATIONS AND STANDARDS

- 5.1 You represent, warrant and undertake that:
- all information (including specifications) that you provide to us about the Products/Services are accurate, complete and up-to-date;
 - the Products/Services shall conform to and operate in accordance with all specifications and requirements stated in the Purchase Order and elsewhere in the Contract. In respect of hardware, equipment, software, System and SaaS Tool comprised in the Products/Services, in the absence of such specifications or requirements specified in the Purchase Order, such Products/Services shall conform to the manufacturer's, or software, System or SaaS Tool's provider's (as the case may be) prevailing published specifications;
 - in respect of hardware, equipment and System comprised in the Products/Services, such Products/Services are new, genuine and free from defect and you shall provide us with the level and quality of design, workmanship and materials as specified in the Purchase Order. If no such level or quality of design, workmanship or materials are specified in the Purchase Order, you shall provide us with the level and quality of design, workmanship and materials in such Products/Services commensurate with best industry practices globally;
 - the Products/Services are fit for purpose;
 - all software provided by you to us, System and SaaS Tool shall be free from Malware;
 - in respect of services comprised in the Products/Services, you shall provide highly qualified, certified, efficient, competent and experienced professionals capable of carrying the roles, duties and responsibilities to provide the services in accordance with the terms and conditions of the Contract; and

- in respect of SaaS Tool, the SaaS Tool is certified to industry-recognised standards, including but not limited to ISO/IEC 27001, SSAE SOC 2 (Type I or II), and ISAE 3402, and shall maintain such certifications throughout the Subscription Term. Upon our written request, you shall promptly, and in any event, within ten (10) Business Days, provide us with complete copies of audit reports or certifications received by you in connection with such standards.

- 5.2 We shall have the right to require you to replace the services of any of the professionals within seven (7) days for any reason whatsoever. Any replacement of professionals requested by us shall be at your cost and expense and you shall ensure the replacement process would not disrupt the services.

6. DELIVERY AND INSTALLATION

- 6.1 In respect of hardware, equipment, System and software comprised in the Products/Services, you shall:
- pack and secure such Products/Services appropriately for shipment without charge to us, unless otherwise specified in the Purchase Order;
 - deliver the agreed quantity of such Products/Services to us at the site(s), and in accordance with the times, provided pursuant to the Contract; and
 - install such Products/Services at places specified by us at any time at no additional cost to us, unless the Purchase Order states otherwise.

7. PERFORMANCE

- 7.1 You shall:
- supply, deliver and, if applicable, install, the Products/Services in accordance with the terms and conditions of the Contract and in accordance with best industry practices globally;
 - ensure supply, delivery and if applicable, installation, of the Products/Services in accordance with all times stipulated in the Purchase Order and all other terms and conditions of the Contract. If no times are specified in the Purchase Order, we shall have the right to stipulate the times in writing at any time. In respect of Subscription Software, Support and Maintenance Services and SaaS Tool, you shall provide the Subscription Software, Support and Maintenance Services or SaaS Tool, as the case may be, for the Subscription Term;
 - furnish progress reports and work updates at the times stipulated in the Purchase Order and at times that we request;
 - notify us as soon as you are, or should reasonably become, aware that you are not able to provide the Products/Services in accordance with the agreed times or other terms or conditions of the Contract; and
 - not cause any interruption or disruption to the operations and business of any member of the Axiata Group when performing the Contract.

8. CANCELLATION OF PURCHASE ORDER

- 8.1 We shall have the right to cancel in whole or in part the Products/Services set out in the Purchase Order by giving a written notice to you at any time before the delivery, installation, acceptance or performance date of the Products/Services. You shall immediately refund all payments made by us in connection with Products/Services which are cancelled.
- 8.2 We shall have the right to, at your cost, return any Products/Services to you in connection with any such wholly or partially cancelled Purchase Order.

9. INSPECTION AND ACCEPTANCE

- 9.1 The Products/Services shall be subject to our inspection, testing, acceptance and written approval, notwithstanding prior receipt and payment, and if unsatisfactory:
- in respect of software, services (which may include Support and Maintenance Services and SaaS Tool) and deliverables or work products of services comprised in the Products/Services, upon notification of non-conformance by us, you shall take corrective steps to rectify the same, and perform and complete such services or deliverables or work products, as the case may be, at no additional charge to us and in a timely and professional manner; and
 - in respect of tangible Products/Services such as hardware and equipment, and System, comprised in the Products/Services, you shall, at our request, provide a replacement, or we may return the Products/Services to you and you shall bear all costs and expenses relating to packing, transporting and, if permitted and applicable, exporting, such Products/Services.

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9.2 The acceptance tests procedures and criteria for the Products/Services are set out in the Purchase Order, and if such procedures and criteria are not set out in the Purchase Order, will be as agreed in writing between the Parties. Unless the Parties agree otherwise in the Purchase Order, acceptance of the Products/Services or any part thereof by us shall be by way of an acceptance certificate signed by our authorised signatory. Acceptance of the Products/Services or any part thereof does not constitute a waiver of, and is without prejudice to, any of our rights and remedies.

9.3 We are not required to accept any Products/Services that are not provided in compliance with the terms and conditions of the Contract.

10. DEFECT LIABILITY

10.1 During the Warranty Period, we may raise warranty claims due to defects or non-conformities in, or non-performance of, the Products/Services, to you. Upon your receipt of such a claim, you shall promptly repair, replace or re-perform (as applicable) the Products/Services at no cost to us, failing which, we may repair or replace the Products/Services or perform the relevant services ourselves, by engaging third parties, or both, and all costs and expenses incurred by us in doing so shall be borne by you.

10.2 You shall pass through or assign to us all third party warranties obtained by you in connection with the Products/Services.

11. UPWARD / DOWNWARD COMPATIBILITY

11.1 You hereby undertake that all hardware, equipment, software and System supplied by you shall be upward and downward compatible for at least five (5) years (unless a longer period is specified in the Purchase Order, in which case such longer period shall apply) from the date of acceptance by us ("**Upward/Downward Compatibility Period**"). During the Upward/Downward Compatibility Period, the hardware, equipment, software and System shall perform in accordance with the specifications and requirements under the Contract without the need to replace, modify or add any hardware, equipment, software or System or any part thereof. If any such replacements, modifications or additions are required in order for the hardware, equipment, software or System to perform in accordance with the specifications and requirements under the Contract, you shall carry out such replacements, modifications or additions at your own cost and expense without any interruption or disruption to the operations and business of any member of the Axiata Group.

12. SPARE PARTS

12.1 Without derogation to any other provision of the Contract, during the Upward/Downward Compatibility Period, you shall keep a stock of spare parts for hardware supplied by you and if required by us, shall supply such spare parts, and related services such as installation services, to us at reasonable prices.

13. SUPPORT AND MAINTENANCE SERVICES

13.1 In respect of Support and Maintenance Services, you represent, warrant and undertake that:

- software updates and upgrades shall be provided at no additional cost to us;
- each software update and upgrade will not cause any degradation in the performance of any hardware, equipment, software or System comprised in the Products/Services and will not require any replacement or modification of, or addition to, any hardware, equipment, software, System or any part thereof in order for the updated or upgraded software to perform in accordance with the specifications and requirements under the Contract. If any such replacements, modifications or additions are required in order for the hardware, equipment, software or System to perform in accordance with the specifications and requirements under the Contract, you shall carry out such replacements, modifications or additions at your own cost and expense without any interruption or disruption to the operations and business of any member of the Axiata Group;
- you shall respond to, and resolve, each incident or issue raised by us to you or detected by you, as the case may be, within the applicable time frame in the Service Level(s). To the extent no time frames or service levels are specified in the Purchase Order, you shall respond to each incident or issue raised by us to you or detected by you, as the case may be, within one (1) hour and resolve such incident or issue as soon as practicable and, in any event, within three (3) days. You shall promptly notify us in writing of all incidents detected by you; and
- you shall promptly notify us in writing of any facts or circumstances which may affect, limit or restrict your ability to continue to provide the Support and Maintenance Services in accordance with the terms and conditions of the Contract

and use all best efforts to ensure that the Support and Maintenance Services shall continue to be provided to us in accordance with the terms and conditions of the Contract without any interruption or disruption to the operations and business of any member of the Axiata Group.

14. SAAS TOOL

14.1 You shall ensure that the SaaS Tool is available 24 hours a day, 7 days a week with a minimum uptime of ninety nine point five percent (99.5%) per calendar month, unless a higher level of uptime is specified in the Purchase Order, in which case such higher level of uptime shall apply.

14.2 You shall only carry out scheduled or planned maintenance between 10:00 p.m. and 2:00 a.m. Malaysia time with at least ten (10) Business Days' prior written notice to us. You shall only carry out unscheduled maintenance outside our normal business hours, and you shall provide at least six (6) business hours' notice to us within our normal business hours. In any event, you shall ensure that scheduled or planned maintenance and unscheduled maintenance shall not cause any interruption or disruption to the operations and business of any member of the Axiata Group.

14.3 You shall provide technical support for the SaaS Tool in accordance with the scope specified in the Purchase Order and within the applicable time frame in the Service Level(s). To the extent no scope, time frames or service levels are specified in the Purchase Order, you shall respond to each incident or issue raised by us to you or detected by you, as the case may be, within one (1) hour and resolve such incident or issue as soon as practicable and, in any event, within seventy two (72) hours. You shall promptly notify us in writing of all incidents detected by you.

14.4 You shall promptly notify us in writing of any facts or circumstances which may affect, limit or restrict your ability to continue to provide the SaaS Tool in accordance with the terms and conditions of the Contract and use all best efforts to ensure that the SaaS Tool shall continue to be provided to us in accordance with the terms and conditions of the Contract without any interruption or disruption to the operations and business of any member of the Axiata Group.

15. SERVICE CREDITS

15.1 If any Service Level(s) are not complied with, we shall have the option to claim from you the Service Credits. Both Parties agree that Service Credits:

- are rebates against the Price to reflect a lesser level of service provided by you than the level of service agreed for the Price;
- are not penalties; and
- may not or do not compensate or fully compensate us or any other member of the Axiata Group for the loss that we or they may or will suffer arising from the non-compliance with Service Level(s).

16. AUTHORITY AND COMPLIANCE WITH APPLICABLE LAW

16.1 You represent, warrant and undertake that:

- you have full power and authority to enter into the Contract and to undertake your obligations under the Contract; and
- you have and will comply with, and that the Products/Services have been and will be bought, produced, manufactured, sold, supplied, delivered, installed or performed, as the case may be, in compliance with, all applicable laws and regulations, including laws and regulations relating to human rights, labour protection, trade, import or export, environment, health and safety, intellectual property, privacy, sanctions, cyber-space and cyber-security. You shall furnish us with documents evidencing such compliance if we require within three (3) days from the date of our request or any other period as may be stipulated in our request.

17. TITLE AND RISK

17.1 Title to tangible Products/Services, such as hardware, equipment and System ("**Tangible Products/Materials**") comprised in the Products/Services shall pass to us upon full payment or acceptance by us, whichever is earlier, of the Products/Services and risk to Tangible Products/Materials shall pass to us upon our acceptance of the Products/Services.

17.2 You represent and warrant that Tangible Products/Materials and the title to Tangible Products/Materials are free and clear of all liens, pledges, charges, other security interests and encumbrances whatsoever, and, except to the extent you are merely the reseller or distributor of the Products/Services, that you are the legal and beneficial owner of Tangible Products/Materials.

17.3 Where title or risk to Tangible Products/Materials has passed to us and we return the Products/Services to you for any reason whatsoever, title to Tangible Products/Materials shall transfer back to you or the owner, as applicable, upon the later of: (a) where

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applicable, your refund of all payments made by us in connection with such returned Products/Services, including without limitation, any charges for any related services; or (b) such return of the Products/Services to you, and risk to the Tangible Products/Materials shall transfer back to you upon such return of the Products/Services to you.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 You hereby represent and warrant that you own the Intellectual Property Rights, and have obtained and will maintain the consent or licence of the Intellectual Property Rights owner of third party materials, in the Products/Services and otherwise necessary for the performance of the Contract and that you are not infringing the rights of any person.

18.2 Ownership to all Intellectual Property Rights of each Party (including, in our case, other members of the Axiata Group) and any third party licensor(s) referred to in **Clause 18.1** which are existing as at the commencement date of the Contract ("**Pre-existing IPR**") shall remain with the relevant party.

18.3 Subject to **Clause 18.2**, except for Subscription Software and SaaS Tool, you hereby irrevocably assign, transfer and convey to us, or if the Contract is for the benefit of any other member(s) of the Axiata Group, to us and such other member(s) of the Axiata Group, the Intellectual Property Rights in Products/Services (including software and System, if any) with effect from its creation. To the extent permitted by law, you shall ensure that the holder(s) of any moral right(s) in relation to the Products/Services waives it.

18.4 Without derogation to **Clause 18.3**, you hereby grant an irrevocable, royalty-free, transferable, sub-licensable and worldwide licence or sub-licence (as the case may be) to us, or if the Contract is for the benefit of any other member(s) of the Axiata Group, to us and such other member(s) of the Axiata Group,:

(a) except for SaaS Tool and Subscription Software, to use your materials and third party materials in the Products/Services perpetually without any restriction or limitation, including modify, adapt, reproduce, distribute, publish and create derivative works of such materials;

(b) in respect of SaaS Tool, to access and use the SaaS Tool for the Subscription Term without any restriction or limitation, including modify, adapt, reproduce, distribute, publish and create derivative works of your content and materials and third party content and materials. The number of licences to use the SaaS Tool shall be specified in the Purchase Order; if no such number is specified in the Purchase Order, there is no limit on the number of licences for the SaaS Tool; and

(c) in respect of Subscription Software, to use your materials and third party materials in the Products/Services for the Subscription Term without any restriction or limitation, including modify, adapt, reproduce, distribute, publish and create derivative works of such materials. The number of licences to use the Subscription Software shall be specified in the Purchase Order; if no such number is specified in the Purchase Order, there is no limit on the number of licences for the Subscription Software.

18.5 Without derogation to **Clause 18.1**, upon delivery of or making available the Products/Services to us, and at any time at our request, you shall deliver to us proof of:

(a) your ownership and third parties' ownership, as applicable, of the Pre-existing IPR from the time of its creation; and

(b) the consent or licence of the Intellectual Property Rights owner of third party materials in the Products/Services and otherwise necessary for the performance of the Contract.

18.6 if an allegation or claim of third party infringement of Intellectual Property Rights ("**Infringement Claim**") is made, or in our opinion is likely to be made, against us or other member(s) of the Axiata Group, you shall, at your own cost and expense:

(a) procure for us and other member(s) of the Axiata Group the right to continue using the Products/Services in accordance with the terms and conditions of the Contract; or

(b) modify the Products/Services so that it ceases to be infringing; or

(c) replace the Products/Services with non-infringing alternatives;

provided that if you modify or replace the Products/Services, the modified or replacement products and services must comply with all relevant terms and conditions in the Contract and we and other member(s) of the Axiata Group shall have the same rights in respect thereof.

18.7 If you fail to comply with **Clause 18.6** within thirty (30) days of your receipt of our written notice that an Infringement Claim has been made, or in our opinion, likely to be made, we shall be entitled to terminate the Contract immediately by giving written notice to you.

18.8 This **Clause 18** shall survive the expiry or termination of the Contract.

19 CODE OF CONDUCT, ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING AND SANCTIONS

19.1 You shall adhere to and conduct yourself in a manner consistent with our Supplier Code of Conduct (published on <https://www.axiata.com/our-business/suppliers> or such other webpage/website as may be determined by Axiata Group Berhad from time to time) which may be updated from time to time.

19.2 You shall be bound by our Anti-bribery, Anti-corruption and Anti-money laundering Terms and Conditions ("**ABAC-AMLA Terms and Conditions**") and Sanctions Clauses published at <https://www.axiata.com/our-business/corporate-governance> (or such other website/webpage as may be determined by Axiata Group Berhad from time to time) which may be varied from time to time and which are incorporated by reference in these Axiata General Terms and Conditions.

20 INSURANCE

20.1 Without limiting your liability to us, you shall have and maintain adequate insurance to cover your obligations and liability under or arising out of the Contract including any damage and injury to third parties or third party property. At our request, you shall promptly provide us with the certificates of insurance and a copy of the insurance policies.

21 SITE(S)

21.1 Where the performance of the Contract requires presence of your Personnel at any site(s) of member(s) of the Axiata Group, you shall provide to the relevant member(s) of the Axiata Group the names of such Personnel and all other relevant particulars.

21.2 The relevant member(s) of the Axiata Group reserves the right to refuse to admit to its site(s) any Personnel, whose admission would be, in the opinion of the relevant member(s) of the Axiata Group, undesirable.

21.3 You shall ensure your Personnel comply with the applicable policies and safety and security measures or precautions of member(s) of the Axiata Group or the Axiata Group while at any site(s) of member(s) of the Axiata Group. If you fail to comply with this **Clause 21.3**:

(a) you shall be solely responsible for any loss or damage (including death, personal injury and any disability) arising from any claims or proceedings brought by your Personnel or any third parties; and

(b) you shall indemnify and hold the relevant member(s) of the Axiata Group harmless against any breach of this **Clause 21**.

21.4 **Clause 21.3** and this **Clause 21.4** shall survive the expiry or termination of the Contract.

22 CONFIDENTIALITY OBLIGATIONS

22.1 (a) You shall keep all Confidential Information and the Products/Services confidential, and, without prejudice to **Clause 22.1(b)**, shall ensure that all Personnel keep all Confidential Information and the Products/Services confidential.

(b) You shall only disclose Confidential Information to your employees and officers on a need to know basis for the purpose of supplying the Products/Services.

(c) You shall use Confidential Information, and, without prejudice to **Clause 22.1(b)**, shall ensure that all Personnel use Confidential Information, only for the purpose of supplying the Products/Services.

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(d) Without prejudice to **Clause 22.1(b)**, you shall be responsible and liable for all breaches of confidentiality by your Personnel.

22.2 The confidentiality obligations in this **Clause 22** shall survive the expiry or termination of the Contract for five (5) years.

23 INDEMNIFICATION

23.1 You shall on demand defend and indemnify us, other members of the Axiata Group and our and their respective directors, employees, officers, representatives and agents (collectively "**Indemnified Persons**") against all claims, demands, actions, proceedings, costs, loss, damages, liabilities and expenses howsoever incurred, suffered, paid or payable by the Indemnified Persons (including legal costs on a solicitor client basis and costs and expenses of procuring replacement or alternative products and services) in respect of, arising from or in connection with: **(a)** your or your Personnel's negligent or wilful act or omission, or misconduct, in the performance of the Contract; **(b)** any infringement or allegation or claim of infringement of third party Intellectual Property Rights; **(c)** any non-compliance with any applicable law; **(d)** any Products/Services supplied by you causing personal injury, death, property damage or economic loss; or **(e)** any breach of the Contract. In the course of defending such claims, demands, actions or proceedings, you shall not make any settlement or compromise nor make any admission or waiver of any defences available in respect of any claims, demands, actions or proceedings. These obligations shall survive the expiry or termination of the Contract.

24 DATA SECURITY AND PROTECTION

24.1 You shall be bound by the Cyber Security and Data Protection Terms and Conditions published/located at <https://www.axiata.com/our-business/suppliers> (or such other website/webpage as may be determined by Axiata Group Berhad from time to time) which may be varied from time to time and which are incorporated by reference in these Axiata General Terms and Conditions.

25 AUDIT

25.1 We and our authorised personnel shall have the right to inspect and audit you (and your contractors (including sub-contractors), if any) to determine your compliance with the Contract, with reasonable prior notice to you. You shall, and shall cause your contractors (including sub-contractors), if any, to, maintain and preserve all documents and information relevant for any such audit for seven (7) years from the date of the last payment by us to you pursuant to the Contract or for the period required by law, whichever expires later. In the event such audit reveals findings of non-compliance, the cost of the audit shall be borne by you and you shall take all reasonable steps to promptly remedy any breach identified by the inspection and audit, and provide us with a detailed report.

26 FORCE MAJEURE

26.1 Neither you nor we shall be liable for non-performance nor late performance of any of your or our obligations, respectively, hereunder to the extent such non-performance or late performance is due to causes or conditions outside of your or our (respectively) reasonable control, which are not reasonably foreseeable and which are not predisposed in the location where performance of the obligation is to take place ("**Force Majeure Event**"). The Party affected by a Force Majeure Event shall promptly notify the other Party in writing, furnish the other Party with all relevant information thereto and use its commercially reasonable endeavours to prevent or minimize any delay being caused by the Force Majeure Event.

26.2 Upon the occurrence of a Force Majeure Event, we may at any time, without being obliged to assign any reason thereto, terminate the Contract by giving seven (7) days' written notice to you.

27 TERMINATION

27.1 We may terminate the Contract immediately by written notice to you if:

- (a) you breach any provision of the Contract and have not rectified such breach within seven (7) days of our written notice to you to do so; or
- (b) you become insolvent or bankrupt, assign all or a substantial part of your business or assets for the benefit of your creditors, permit the appointment of a receiver or a receiver

and manager for your business or assets, or become subject to any legal proceedings relating to insolvency, reorganisation or the protection of creditors' rights or otherwise cease to conduct business in the normal course.

27.2 We may at any time, without being obliged to assign any reason thereto, terminate the Contract by giving fourteen (14) days' written notice to you.

27.3 If the Contract or any part thereof is terminated for whatsoever reason, we shall only be liable to make payment of any amounts outstanding (which have been approved and accepted by us) and for relevant Products/Services which have been provided to us up to the date of termination in accordance with the terms and conditions of the Contract and which have been accepted by us. If any part of the Price in excess of the foregoing has been paid to you or has been paid in advance, you shall immediately refund such excess or advance to us upon the termination. Without derogation to the foregoing, payment for any Products/Services that have been performed up to the date of termination but have not been accepted by us shall be at our absolute discretion.

27.4 We shall not be liable to you by virtue of early termination of the Contract for any reason whatsoever including but not limited to any claim for loss of business, revenue and profits or prospective business, revenue and profits.

27.5 In the event the Contract or any part thereof is terminated for whatsoever reason other than pursuant to **Clause 27.2**, without prejudice to our other rights and remedies, we may purchase replacement or alternative Products/Services and you shall pay us the additional cost and expenses incurred by us in purchasing and, if applicable, installing, such replacement or alternative Products/Services immediately upon our demand.

28 CONSEQUENCES OF TERMINATION

28.1 Where the Contract is terminated: (a) you shall hand over all documents and materials containing Confidential Information and copies thereof to us, and without prejudice to **Clause 22**, permanently delete and cause to be deleted all remaining Confidential Information from your systems and the systems of your Personnel, as soon as practicable or within the time period prescribed by law, whichever is earlier, and provide a written confirmation to us that you have done the same; (b) you shall not in any way publish, exhibit, display or distribute any links or information that would lead any person to believe that we are linked or related to you in any manner; (c) you shall, at no cost and expense to us, take immediate steps to assist us to ensure a smooth transition to us or to a third party (if a third party has been or will be appointed to replace you in the performance of your obligations), including migrate all data and information used by or belonging to us or other member(s) of the Axiata Group, and hand over all work in progress, records and other related materials to us; and (d) you shall take immediate steps to cease the performance of your obligations under the Contract in an orderly manner, discontinue from making commitments, cancel all existing orders and terminate all works under the Contract.

29 TIME OF THE ESSENCE

29.1 Time shall be of the essence in the Contract.

30 NOTICES

30.1 Any communications between us and you shall be in writing and in English and shall be sent to the address set out in the Purchase Order (in respect of communications to us, these shall be sent to the Delivery Address stated in the Purchase Order).

31 PRESS RELEASE AND ANNOUNCEMENT

31.1 You shall not, unless the same is approved in writing by us, make publicity releases or announcements in relation to the Contract.

32 WAIVER

32.1 No failure or delay in exercising any right, power or privilege under the Contract will operate as a waiver or an estoppel thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under the Contract.

33 COSTS

33.1 You shall bear the cost of stamping (if applicable) the Contract. In the event we pay the cost of stamping (including penalty, if any) on your behalf, you shall reimburse us in full such cost of stamping (and penalty, if any) within seven (7) days from our request for reimbursement. Each Party shall bear its own solicitors' or consultants' costs, fees and expense in relation to the Contract.

AXIATA GENERAL TERMS AND CONDITIONS

34 GOVERNING LAW

34.1 The Contract shall be governed by and construed in accordance with the laws of Malaysia, and each party submits to the exclusive jurisdiction of the courts of Malaysia in respect of any claims or disputes arising between them in relation to or arising out of the Contract.

35 GENERAL

35.1 The Contract shall be binding upon the Parties, and each Party's respective permitted legal assigns, successors in title, heirs and personal representatives.

35.2 If any provision or part thereof of the Contract is held to be illegal, invalid or unenforceable, such provision or part thereof shall be deemed to be severed from and not to form part of the Contract and the remaining provisions or parts of the severed provisions, as the case may be, shall not be affected by the illegal, invalid or unenforceable provision or part thereof or by its severance herefrom. If the illegal, invalid or unenforceable provision or part thereof was essential or material to the Contract, the Parties agree to use commercially reasonable efforts to agree on an alternative provision which as closely as possible achieves the objectives of the former provision within fourteen (14) days, failing which we may terminate the Contract immediately by written notice to you.

35.3 You shall not assign or transfer any rights or obligations under the Contract without our prior written consent. You hereby consent to us assigning or transferring our rights and obligations under the Contract and shall do all that is reasonably necessary to give effect to such assignment or transfer.

35.4 You shall not sub-contract the performance of any of your obligations without obtaining our prior written consent. In any event, you remain fully responsible and liable for all obligations which you sub-contract out and the acts and omissions of the sub-contractor as if the obligations are performed directly by you and are your acts and omissions.

35.5 Nothing contained herein shall be deemed to create any association, power of attorney, partnership or principal and agent or master and servant or employer and employee relationship between us and you or any of your Personnel or to provide either Party with the right, power or authority, whether express or implied, to bind the other Party or to create any duty or obligation on behalf of the other Party in any way whatsoever.

35.6 Terms and conditions of the Contract which are expressed to or which by their very nature are meant to survive the expiry or termination of the Contract shall so survive. Without limiting the foregoing, all representations, warranties and indemnities shall survive the expiry or termination of the Contract.

35.7 Except where provided otherwise in the Contract, the rights and remedies of each Party set out in the Contract are cumulative and are not exclusive of any other rights or remedies in the Contract or in law.