

# AXIATA GENERAL TERMS AND CONDITIONS

## 1. CONTRACT

- 1.1 Notwithstanding that the Purchase Order may refer to these Axiata General Terms and Conditions, any provision in these Axiata General Terms and Conditions, or otherwise, these Axiata General Terms and Conditions: **(i)** apply between us and you; and **(ii)** together with the Purchase Order, form the agreement between us and you pertaining to the subject matter of the agreement, only if we and you do not have a written contract signed by the authorised signatory of each party governing the procurement of the Goods listed or described in the Purchase Order.
- 1.2 Subject to **Clause 1.1**, the Contract constitutes the entire agreement between us and you 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 We and you 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. If the Contract is for the supply of services, we may, where applicable, specify a duration of the Contract in the Purchase Order.
- 1.5 Except where provided otherwise, the Contract may only be amended or varied with the written agreement of us and you signed by the authorised signatory of each party.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Axiata General Terms and Conditions:
  - i. "Axiata"** refers to 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. "Axiata Data"** includes, but is not limited to, the data, text, drawings, diagrams, plans, statistics or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, electromagnetic, optical, tangible or other media; **(a)** which are supplied to you by or on behalf of Axiata or any other member(s) of the Axiata Group; or **(b)** which you access, process, store, transmit or replicate using or on your systems or equipment pursuant to the Contract; or **(c)** which you have custody or control of for purposes connected to the Contract, including any Personal Data which Axiata or any other member(s) of the Axiata Group controls the Processing of or which comes into your knowledge, possession or control pursuant to the Contract;
  - iv. "Axiata Systems"** means the hardware (including computer hardware), software and telecommunications or information technology equipment, systems and networks used or owned by Axiata or any other member(s) of the Axiata Group or licensed to Axiata or any other member(s) of the Axiata Group by a third party;
  - v. "Confidential Information"** means all information, reports or data (such as diagrams, plans, drawings and supporting records or materials), whether written, oral or in any electronic or other media, which has come into your possession before, on or after the commencement of the Contract which relates to any member(s) of Axiata Group and its customers (including such customers' customers) or suppliers and include: **(a)** data on the network, formulae, photographs, drawings, specifications, software programs, samples and any technical, business plans, financial or commercial information relating to any member(s) of Axiata Group; **(b)** any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market strategy and opportunities, customer and supplier details and business affairs and any other material bearing or incorporating any information and documentation relating to any member(s) of Axiata Group; and **(c)** any Personal Data which Axiata or any other member(s) of the Axiata Group controls the Processing of or which comes into your knowledge, possession or control pursuant to the Contract;
  - vi. "Contract"** means the Purchase Order and these Axiata General Terms and Conditions;
  - vii. "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;
- viii. "Goods"** refer to the tangible or intangible goods (which may be hardware, equipment, services or software) specified in the Purchase Order, including components thereof, all deliverables or work products arising therefrom and all related or ancillary documentation (including training, educational and supporting manuals and materials) which are or are to be provided by you under the Contract;
- ix. "Malware"** means any code, script, content, software, device or any other thing 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;
- x. "Purchase Order"** refers to 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;
- xi. "Warranty Period"** means the time period specified in the Purchase Order as the Warranty Period and in the absence of such, one (1) year from the date of acceptance of the Goods by us;
- xii. "we"** or **"us"** refers to Axiata and **"you"** or **"your"** refers to the entity named in the Purchase Order to which we issued the Purchase Order;
- xiii. "Data Subject"** means an individual who is the subject of the Personal Data;
- xiv. "Personal Data"** means personal data, personal information or data relating to individuals;
- xv. "Personnel"** means in relation to you, the employees, directors, officers, representatives, agents, advisers, contractors and subcontractors of you or of any member of your group of companies, and the directors, personnel and representatives of any such agents, advisers, contractors and subcontractors. Your Personnel shall, in addition to the foregoing, include Sub-Processors;
- xvi. "Process"** or **"Processing"** means 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;
- xvii. "Sub-Processor"** means any party appointed by, or on behalf of, you to Process Personal Data of Axiata or any other member(s) of the Axiata Group in connection with the Contract.

- 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 Goods upon the terms and conditions of the Contract.

## 4. PRICE, INVOICING AND PAYMENT TERMS

- 4.1 The price of the Goods ("**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 Goods and the supply of the Goods, except where expressly provided otherwise in the Purchase Order.
- 4.2 Where any Goods and Services Tax, Sales tax, Service tax or tax of similar nature is applicable under the relevant Malaysian tax law on any Goods supplied, or rights and benefits granted, under the Contract, we shall only pay for the appropriate tax (imposed by the relevant tax authorities in Malaysia) under each valid invoice issued by you provided that you have complied with the following: **(a)** you are duly licensed by the relevant Malaysian authorities to collect such tax; **(b)** the appropriate tax for each charge is included in the relevant invoice at the time of issuance of the

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invoice; and (c) all invoices issued by you to us comply with the relevant tax law enforced by the Malaysian authorities. Notwithstanding the foregoing, each party shall be responsible for their respective tax obligations.

- 4.3 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.
- 4.4 You shall invoice us for the Goods in accordance with the invoicing terms specified in the Purchase Order, or, if there are no such invoicing terms, only after you have provided the Goods to us, and we have accepted the same, in accordance with the terms 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.
- 4.5 Payments for the Goods 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 Goods 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.
- 4.6 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 reasonably satisfied with your performance and you fail to rectify any issue to our reasonable satisfaction after we refer the same to you.
- 4.7 You hereby grant us the right to set off against the Price any 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 and warrant that all information (including specifications) that you provide to us about the Goods are accurate, complete and up-to-date.
- 5.2 The Goods shall conform to all specifications and requirements stated in the Purchase Order and elsewhere in the Contract. In respect of hardware, equipment or software, in the absence of such specifications, such Goods shall conform to the manufacturer's or software provider's (as the case may be) prevailing published specifications.
- 5.3 In respect of hardware, equipment or software comprised in the Goods, you shall provide us with the level and quality of design, workmanship and materials as specified in the Purchase Order. If no level or quality of design, workmanship or materials is or are specified in the Purchase Order, you shall provide us with the level and quality of design, workmanship and materials in such Goods commensurate with best industry practices globally.
- 5.4 In respect of hardware, equipment, software and deliverables or work products of services comprised in the Goods, you represent and warrant that such Goods are new and genuine, will conform to and operate in accordance with agreed specifications, drawings and other descriptions, be free from defect and fit for purpose. You represent and warrant that all software provided by you to us shall be free from Malware.
- 5.5 In respect of services comprised in the Goods, 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. 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 or software comprised in the Goods, you shall:
- pack and secure such Goods appropriately for shipment without charge to us, unless otherwise specified in the Purchase Order;
  - deliver the agreed quantity of such Goods to us at the site(s), and in accordance with the times, provided pursuant to the Contract; and
  - install such Goods 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:
- deliver and, if applicable, install, the Goods in accordance with the terms and conditions of the Contract and in accordance with best industry practices globally;
  - ensure completion, delivery and if applicable, installation, of the Goods 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 Goods comprising of services of a recurring nature where no time period to provide such services is specified in the Purchase Order, the time period to provide such services is 1 year from the commencement of the Contract except if we stipulate otherwise in writing;
  - 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 Goods in accordance with the agreed times; and
  - not cause any undue disruption to the operations 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 Goods 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 Goods.
- 8.2 We shall have the right to, at your cost, return any Goods to you in connection with any such wholly or partially cancelled Purchase Order. In exchange for such return, you shall immediately refund all payments made by us in connection with such returned Goods, including without limitation, any charges for any related services, subject to such cancellation being made due to any breach by you or fault attributable to you.

### 9. INSPECTION AND ACCEPTANCE

- 9.1 The Goods shall be subject to our inspection and written approval, notwithstanding prior receipt and payment, and if unsatisfactory:
- in respect of services or deliverables or work products of services comprised in the Goods, upon notification of non-conformance by us, you shall take corrective steps to rectify the same 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 goods such as hardware or equipment comprised in the Goods, you shall, at our request, provide a replacement, or we may return the goods to you and you shall bear all costs and expenses relating to packing, transporting and, if permitted and applicable, exporting, such Goods.
- 9.2 The acceptance tests procedures and criteria for the Goods are set out in the Purchase Order, and if not set out in the Purchase Order, will be as agreed in writing between us and you. Unless we and you agree otherwise in the Purchase Order, acceptance of the Goods by us shall be by way of an acceptance certificate signed by our authorised signatory. Acceptance of the Goods does not constitute a waiver of, and is without prejudice to, any of our rights or remedies.
- 9.3 We are not required to accept any Goods that are not provided in compliance with the terms and conditions of the Contract.

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### 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 Goods to you. Upon your receipt of such a claim, you shall promptly effect repair, replacement or re-performance of the Goods at no cost to us, failing which, we may effect repair, replacement or re-performance of the Goods and all costs 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 Goods.

### 11. UPWARD / DOWNWARD COMPATIBILITY

- 11.1 You hereby undertake that all hardware and software supplied by you shall be upward and downward compatible for at least five (5) years (or any other number of years, if any, expressly stated in the Purchase Order) from the date of acceptance by us ("Upward/Downward Compatibility Period"). During the Upward/Downward Compatibility Period, the hardware and software shall perform in accordance with the specifications and our requirements set out in the Contract without the need to change out or replace, modify or add any hardware or software. If any such replacements, modifications or additions are required in order for the hardware or software to perform in accordance with the specifications and our requirements set out in the Contract, you shall carry out such replacements, modifications or additions at your own cost and expense without any disruption to the 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. AUTHORITY AND COMPLIANCE WITH APPLICABLE LAW

- 13.1 You represent and warrant 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 Goods have been and will be bought, produced, manufactured, sold, supplied or delivered in compliance with, all applicable laws, including laws relating to labour protection, trade, import or export, environment, health and safety, intellectual property and privacy. 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.

### 14. TITLE AND RISK

- 14.1 This **Clause 14** applies to tangible goods, such as hardware and equipment, comprised in the Goods and the expression "Goods" used in this **Clause 14** shall be construed accordingly.
- 14.2 Title to the Goods shall pass to us upon full payment or acceptance by us, whichever earlier, of the Goods and risk to the Goods shall pass to us upon our acceptance of the Goods.
- 14.3 You represent and warrant that the Goods and the title to the Goods are free and clear of all liens, pledges, charge, other security interests and encumbrances whatsoever, and, except where you are merely the reseller or distributor of the Goods, that you are the legal and beneficial owner of the Goods.
- 14.4 Where title or risk to the Goods has passed to us and we return the Goods to you for any reason whatsoever, title to the Goods shall transfer back to you upon: **(a)** where applicable, your refund of all payments made by us in connection with such returned Goods, including without limitation, any charges for any related services; or **(b)** such return of the Goods to you, whichever is later, and risk to the Goods shall transfer back to you upon such return of the Goods to you.

### 15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 This **Clause 15** applies to services, deliverables and work products of services, software and any material, matter or thing which are capable of being protected through Intellectual Property Rights comprised in the Goods, and the expression "Goods" used in this **Clause 15** shall be construed accordingly.
- 15.2 Ownership to all Intellectual Property Rights existing as at the commencement date of the Contract shall remain with the relevant party. Subject to the foregoing, 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 the Goods with effect from its creation. To the extent permitted by law, you shall ensure that the holder of any moral right in relation to the Goods waives it.

- 15.3 You hereby represent and warrant that you own the Intellectual Property Rights or have obtained the prior consent or licence of the Intellectual Property Rights owner of third party materials necessary for the performance of the Contract and that you are not infringing the rights of any person. Without derogation to **Clause 15.2**, you hereby grant a perpetual, irrevocable, royalty-free, transferable, sub-licensable and worldwide licence 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, to use other software supplied by you and to use (including modify, adapt, publish, reproduce and create derivative works of) your or third party materials or content in or contained in the Goods.

- 15.4 This **Clause 15** shall survive the expiry or termination of the Contract.

### 16. CODE OF CONDUCT & ANTI-BRIBERY, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING

- 16.1 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.
- 16.2 You shall be bound by our Anti-bribery, Anti-corruption and Anti-money laundering Terms and Conditions ("**ABAC-AML Terms and Conditions**") published/located 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, which are incorporated by reference in these Axiata General Terms and Conditions.

### 17. INSURANCE

- 17.1 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.

### 18. SITE(S)

- 18.1 You shall ensure your Personnel comply with the applicable policies of member(s) of the Axiata Group or the Axiata Group while at any site(s) of member(s) of the Axiata Group.

### 19. CONFIDENTIALITY OBLIGATIONS

- 19.1 You shall keep confidential all Confidential Information provided by any member(s) of the Axiata Group to you or obtained by you and the Goods and shall ensure that all your employees, officers, representatives, agents, sub-contractors and Sub-Processors keep confidential, Confidential Information provided by any member(s) of the Axiata Group or obtained by them and the Goods. You shall use Confidential Information, and shall ensure that all your employees, officers, representatives, agents, sub-contractors and Sub-Processors use Confidential Information, only for the purpose of supplying the Goods. These confidentiality obligations shall survive the expiry or termination of the Contract for five (5) years.

### 20. INDEMNIFICATION

- 20.1 You shall on demand defend and indemnify us, other members of the Axiata Group and our and their respective directors, employees, officers 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) in respect of 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 claim of infringement of third party Intellectual Property Rights; **(c)** any non-compliance with any applicable law; **(d)** any Goods 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

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respect of any proceedings. These obligations shall survive the expiry or termination of the Contract.

### 21. DATA SECURITY AND PROTECTION

21.1 In carrying out your obligations under the Contract, you shall: **(a)** do all things that a reasonable and prudent person would do to ensure that all Axiata Data are protected at all times from accidental, unauthorised or unlawful access, processing or Processing, use or transfer by a third party or loss, misuse, damage or destruction by any person, including adopt and implement all appropriate technical and organisational measures and controls; **(b)** provide and implement protective policies, processes, measures and controls for the Axiata Data that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of accidental, unauthorised or unlawful access to, processing or Processing, use or transfer of, or the loss, misuse, damage or destruction of, the Axiata Data; **(c)** comply with Axiata's and other relevant member(s) of the Axiata Group's information technology, security, access and usage policies, procedures and directions set out in the Contract or notified to you from time to time; **(d)** take all necessary steps that a reasonable and prudent person would take to prevent any Malware being introduced into any software or onto any of the Axiata Systems or any information technology, equipment (including computer hardware), systems or networks used by you to access, process or Process, store, transmit or generate Axiata Data or to supply the Goods to us; **(e)** not access or attempt to access the Axiata Systems without our prior written consent; **(f)** procure that no unauthorised third party will, as a result of any act or omission of you or your Personnel, obtain access to any of the Axiata Data or Axiata Systems; **(g)** apply security procedures, measures and controls that a reasonable and prudent person would apply to guard against the misuse, loss, damage, destruction, corruption or alteration of the Axiata Data in the possession or control of (or accessed by) you or your Personnel; **(h)** ensure that you do not deliberately or negligently misuse, lose, damage, destroy, corrupt, alter or erase the Axiata Data on the Axiata Systems or on your own equipment or systems; **(i)** not disclose or share passwords, authentication tokens or credentials supplied by Axiata or any member(s) of the Axiata Group to access the Axiata Systems to any person except your employees, officers, representatives, agents and sub-contractors with a need to know and revoke or remove such access immediately upon any such employees, officers, representatives, agents and sub-contractors no longer having the need to know or leaving your employment; **(j)** not decrypt or decode, or attempt to decrypt or decode, any encrypted Axiata Systems; and **(k)** immediately notify us of any breach of **(a)** to **(j)** above.

21.2 You shall at all times comply with the Malaysian Personal Data Protection Act 2010 and legislation in other jurisdictions (collectively "**Personal Data Laws**") in respect of the Processing, dealing, remote access or transfer of Personal Data of Axiata and other members of the Axiata Group, including but not limited to Personal Data of the customers or employees of Axiata or other members of the Axiata Group. You shall not do or omit to do anything that would cause Axiata or other members of the Axiata Group to contravene, or that would result in Axiata or other members of the Axiata Group contravening, any Personal Data Laws.

21.3 You shall not engage a Sub-Processor to Process any Personal Data of Axiata and other members of the Axiata Group or change any Sub-Processor without the prior written consent of Axiata and other relevant member(s) of the Axiata Group. Where you engage any such Sub-Processor, you shall ensure that the Sub-Processor adheres to the same obligations as your obligations with respect to Axiata Data (including Personal Data) and Confidential Information in the Contract. You shall be responsible for verifying the Sub-Processor's compliance. You shall be fully responsible to Axiata and other relevant member(s) of the Axiata Group for any non-compliance by any Sub-Processor with the aforesaid obligations or any applicable laws.

### 22. CYBER INTRUSION INCIDENT

22.1 If you become aware of any actual or suspected: **(a)** action taken through the use of computer networks that attempts to access your information system or Axiata Data residing on that system or that results in any actual or potential adverse effect on your information system or the Axiata Data residing on that system ("**Cyber Incident**"); or **(b)** any other unauthorised access or use by a third party or misuse, damage or destruction by any person (an "**Other Incident**"); or **(c)** breach of any applicable law by you (a "**Breach**"), you shall: **(i)** notify Axiata and other relevant member(s) of the Axiata Group in writing immediately (and no

longer than 2 hours after becoming aware of the Cyber Incident, Other Incident or Breach) providing full details of the Cyber Incident, Other Incident or Breach and keep Axiata and other relevant member(s) of the Axiata Group updated at all times thereafter in relation to the Cyber Incident, Other Incident or Breach; and **(ii)** provide sufficient information and assistance to allow Axiata and other relevant member(s) of the Axiata Group to meet their respective obligations to report the Cyber Incident, Other Incident or Breach to the relevant authorities or inform the Data Subjects under the applicable privacy or data protection and other laws. You shall co-operate with Axiata, other relevant member(s) of the Axiata Group and the relevant authorities to take all reasonable steps to assist in the investigation, mitigation and remediation of the Cyber Incident, Other Incident or Breach.

22.2 You shall ensure that: **(a)** all subcontracts, other supply chain arrangements and contracts with Sub-Processors, which may allow or cause access to Axiata Data, contain provisions that are at least as stringent as those in **Clause 21** and this **Clause 22** and do not contain any provisions that are inconsistent with **Clause 21** or this **Clause 22**; and **(b)** all your Personnel who have access, directly or indirectly, to Axiata Data or Axiata Systems comply with **Clause 21** and this **Clause 22** as if the Personnel were you.

### 23. AUDIT

23.1 We and our authorised personnel shall have the right to inspect and audit you (and your sub-contractors, if any) to determine your compliance with the Contract, with reasonable prior notice to you. You shall, and shall cause your 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.

### 24. FORCE MAJEURE

24.1 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.

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.

### 25. TERMINATION

25.1 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.

25.2 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.

25.3 If the Contract 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 Goods which have been provided to us up to the date of termination in accordance with the terms and conditions of the Contract and accepted by us. If any part of the Price in excess of the foregoing has been paid to you or if any part of the Price has been paid in advance, you shall immediately refund such excess or advance to us upon termination of the Contract.

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25.4 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 profits and revenue or prospective profits and revenue.

25.5 In the event we terminate the Contract pursuant to **Clause 25.1**, without prejudice to our other rights and remedies, we may purchase replacement Goods and you shall pay us the additional cost incurred by us in purchasing and, if applicable, installing, such replacement Goods immediately upon our demand.

### 26. CONSEQUENCES OF TERMINATION

26.1 Where the Contract is terminated: **(a)** you shall hand over all documents and materials containing Confidential Information and copies thereof to us or deal with such documents and materials as we direct, as soon as practicable or within the time period prescribed by law, whichever is earlier; **(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 appointed to replace you in the performance of your obligations), including 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.

### 27. TIME OF THE ESSENCE

27.1 Time shall be of the essence in the Contract.

### 28. NOTICES

28.1 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).

### 29. PRESS RELEASE AND ANNOUNCEMENT

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

### 30. WAIVER

30.1 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.

### 31. COSTS

31.1 You shall bear the cost of stamping the Contract. Each party shall bear its own solicitors' or consultants' costs, fees and expense in relation to the Contract.

### 32. GOVERNING LAW

32.1 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.

### 33. GENERAL

33.1 The Contract shall be binding upon both parties, and each party's respective permitted legal assigns, successors in title, heirs and personal representatives.

33.2 If any provision of the Contract is held to be illegal, invalid or unenforceable, such provision shall be deemed not to form part of the Contract and the remaining provisions shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. If the illegal, invalid or unenforceable provision was essential or material to the Contract, 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.

33.3 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.

33.4 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.

33.5 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 employees, officers or sub-contractors or sub-contractors' employees or officers) 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.

33.6 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.

33.7 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.