

STANDARD TERMS AND CONDITIONS
FOR SENTUHAN KASIH HOMES 2022

1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall have the following meaning under the CONTRACT;

- 1.1 **"AFFILIATES"** 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.
- 1.2 **"APPLICABLE LAW"** 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.
- 1.3 **"ASSOCIATED PERSON"** means a person associated with the RECIPIENT including, but not limited to any of its employees, agents, contractors, sub-contractors, consultants, representatives and agents of the RECIPIENT.
- 1.4 **"CHANGE ORDER"** means the changes or revision to the WORKS which shall be undertaken pursuant to ARTICLE 19.
- 1.5 **"COMPLETION DATE"** shall refer to the date of which the WORKS shall be completed by the RECIPIENT, as stipulated in the CONTRACT.
- 1.6 **"COMPETITION LAW"** means all APPLICABLE LAW that is designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, abuse of dominance, lessening of competition, impeding effective competition, restraint of trade or collusion.
- 1.7 **"CONFIDENTIAL INFORMATION"** means all information of whatever nature relating wholly or partly to this appointment or the affairs of YAYASAN, whether in written form or, verbally or in any other mode provided to the RECIPIENT.
- 1.8 **"CONTRACT"** means the agreement documents, its appendices and this Standard Terms & Conditions and all amendments thereto as agreed by both Parties.
- 1.9 **"CONTRACT PERIOD"** shall refer to the period of which the CONTRACT is valid, and the period whereby the WORKS shall be performed by the RECIPIENT as stated in the CONTRACT.
- 1.10 **"CONTROL"** or **"CONTROLLED"** 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:
- (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
 - (b) as a result of any powers conferred by the articles of association, constitution or any other document regulating that or any other body.
- 1.11 **"EFFECTIVE DATE"** means the date the CONTRACT is commenced, which is stipulated in the CONTRACT.
- 1.12 **"FUNDING AMOUNT"** shall refer to the amount which shall be paid by YAYASAN in considerations of the

WORKS performed by the RECIPIENT.

- 1.13 **“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.
- 1.14 **“INTELLECTUAL PROPERTY RIGHTS”** means all forms of intellectual property, including but without limitation, any patent, registered design, copyright, database right, design right, trademark, trade name, application to register the aforementioned rights, trade secret, invention, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- 1.15 **“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.
- 1.16 **“PERSON”** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, GOVERNMENTAL AUTHORITY or other entity.
- 1.17 **“PERSONAL DATA”** means any information in respect of commercial transactions, which (a) is being PROCESSED wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should be wholly or partly be PROCESSED by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of an organisation, including any SENSITIVE PERSONAL DATA (as hereinafter defined) and expression of opinion about the individual.
- 1.18 **“PROCESS”** or **“PROCESSES”** or **“PROCESSING”** or **“PROCESSED”** means 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.
- 1.19 **“RECIPIENT”** shall refer to the PERSON who is responsible to perform the WORKS.
- 1.20 **“SANCTIONS”** means all APPLICABLE LAW 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 –
- (i) the United Nations;
 - (ii) Malaysia;
 - (iii) the European Union;
 - (iv) the United Kingdom (including those administered by HM Treasury);
 - (v) 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).
- 1.21 **“SENSITIVE PERSONAL DATA”** means any PERSONAL DATA consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or such other PERSONAL DATA as may be determined under the PDPA from time to time.

- 1.22 **"SITE"** shall mean the location or venue of which the WORKS shall be performed (if any).
- 1.23 **"TAX or TAXES"** shall include but not limited to all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that may be imposed by law, regulations or trade union contracts, which are enforced by or on behalf of the Inland Revenue Board (IRB) or of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on the Income Tax Act 1967 or any Malaysian tax legislation applicable during the duration of this CONTRACT, excluding Customs Charges, Service Tax and stamp duty.
- 1.24 **"WORKS"** shall mean the works and services which shall be performed by the RECIPIENT as specified in the CONTRACT.
- 1.25 **"YAYASAN"** means Yayasan PETRONAS (Registration No: 201701045484 (1259657-D)).

Words importing the singular shall include the plural and vice-versa unless the context requires otherwise.

YAYASAN and the RECIPIENT shall individually be referred to as Party and collectively as Parties.

2. RESPONSIBILITY OF THE RECIPIENT TO INFORM ITSELF

- 2.1 The RECIPIENT shall be deemed to have:
- 2.1.1 Carefully read the CONTRACT to determine all necessary services, labour, equipment and materials required for the performance of WORKS; and
 - 2.1.2 Familiarize itself with the SITE(S), any restrictions applicable to or associated with the SITE(S) whether imposed by any authority or third party and all ingress and egress from it; and
 - 2.1.3 Obtain for itself in advance a full understanding and knowledge of the WORKS, the surrounding environment and the conditions under which the WORKS shall be carried out.
 - 2.1.4 Clarified with YAYASAN all things which in the opinion of the RECIPIENT appear to have discrepancies, ambiguities, divergences, inconsistencies, deficiencies of design or construction impracticalities in the CONTRACT or which conflict with any APPLICABLE LAW. The FUNDING AMOUNT shall be deemed to have included the results of such clarifications and the RECIPIENT shall not seek issuance by YAYASAN of any CHANGE ORDER in respect of such clarifications; and
 - 2.1.5 Satisfied itself with the correctness and sufficiency of the FUNDING AMOUNT.
- 2.2 Any information that YAYASAN decides to give to the RECIPIENT shall be information that is reasonably available to YAYASAN at the material time. The RECIPIENT shall interpret and apply such received information for the performance of the WORKS.
- 2.3 No additional payment beyond the FUNDING AMOUNT shall be paid to the RECIPIENT due to RECIPIENT's lack of understanding and knowledge of the WORKS which a reasonably prudent contractor should have determined and understood in advance, or due to RECIPIENT's incorrect conclusions or misinterpretations of any data or information. The RECIPIENT shall not be relieved from any risk or obligation imposed under the CONTRACT on the ground that it did not or could not foresee any matter which may in fact affect or has affected the execution of the WORKS.
- 2.4 Any failure by the RECIPIENT to take into account of matters, which may affect the WORKS, shall not relieve the RECIPIENT from its obligations under this CONTRACT.

3. RESPONSIBILITY OF THE RECIPIENT TO INFORM YAYASAN

3.1 The RECIPIENT shall notify the YAYASAN without undue delay of all things that are or may appear to be:

3.1.1 In conflict with APPLICABLE LAW and/or the YAYASAN's requirement and/or guidelines, including but not limited to YAYASAN's registration and/or licensing requirements; or

3.1.2 Deficiencies, omissions, contradictions, mistakes or ambiguities in this CONTRACT.

3.2 Failure to notify the YAYASAN of deficiencies, omissions, contradictions, mistakes or ambiguities in this CONTRACT shall be deemed to be RECIPIENT's confirmation that there are no deficiencies, omissions, contradictions, mistakes or ambiguities in this CONTRACT. However, if the YAYASAN does receive such notice, the YAYASAN will review these items and issue the necessary confirmations before the RECIPIENT proceeds with any part of the WORKS affected. The RECIPIENT shall not proceed with the WORKS affected prior to the receipt of such confirmations. Such confirmations given by the YAYASAN shall not amount to a CHANGE ORDER and the RECIPIENT shall not be entitled to any extension of time or extra payment or cost in respect thereof.

3.3 The RECIPIENT shall notify the YAYASAN immediately of any impending or actual stoppages of the WORKS, industrial disputes or other matters affecting or likely to affect the performance of the WORKS.

3.4 The RECIPIENT shall keep the YAYASAN fully informed of the progress of the WORKS and shall comply with the reporting requirements as set out by the YAYASAN.

3.5 Without prejudice to the foregoing, the RECIPIENT shall request in a timely manner, any information or detailed drawings it reasonably requires from the YAYASAN for the performance of the WORKS and the YAYASAN shall use its reasonable endeavours to respond within a reasonable time to such request.

4. CONTRACT PERIOD

4.1 This CONTRACT shall commence on the EFFECTIVE DATE, valid throughout the CONTRACT PERIOD and expired on the COMPLETION DATE, unless otherwise extended pursuant to ARTICLE 4.2 below, or terminated earlier pursuant to ARTICLE 29.

4.2 YAYASAN shall have the rights to extend the CONTRACT PERIOD on the same terms and conditions as stipulated in the CONTRACT by giving notice of its intention in writing to the RECIPIENT and the extension thereto shall commence immediately upon expiration of the CONTRACT PERIOD.

4.3 Subject to any extension under ARTICLE 4.2 above, the CONTRACT shall automatically lapse on the COMPLETION DATE. Thereafter, the powers, rights and obligations of the PARTIES hereunder shall terminate immediately and neither PARTY shall have any claim whatsoever against the other except for any antecedent breach.

5. OBJECTIVES AND PURPOSES OF THE CONTRACT

5.1 The purpose of the PARTIES entering into this CONTRACT is to agree on the arrangement pertaining to the funding by YAYASAN for the performance of the WORKS.

5.2 The PARTIES agree as follows:

5.2.1 YAYASAN to provide the FUNDING AMOUNT for the performance of WORKS by the RECIPIENT;

5.2.2 The RECIPIENT shall be responsible to implement and complete the works as specified in the CONTRACT ("**WORKS**");

all in accordance with the terms of the CONTRACT.

5.3 The CONTRACT sets forth the PARTIES' respective responsibilities, obligations and contributions in relation thereto. The PARTIES hereby agree that they shall collaborate and work together in accordance with the terms set out herein and shall do all things necessary within their respective powers either jointly and/or severally as the circumstances may require, in order to achieve the objectives and purposes of the CONTRACT.

6. FUNDING AMOUNT

6.1 In consideration for the performance of the WORKS and making good of any defects whatsoever to the WORKS, YAYASAN agree to pay the RECIPIENT the FUNDING AMOUNT. The final FUNDING AMOUNT shall be calculated based on the agreed price quotation and the actual quantity required by YAYASAN and successfully delivered by the RECIPIENT at the identified SITE as advised by YAYASAN.

6.2 The FUNDING AMOUNT under this CONTRACT shall be inclusive of all charges necessary for the successful performance of the WORKS herein.

6.3 The RECIPIENT hereby agreed that the FUNDING AMOUNT shall remain firm and be applicable throughout the CONTRACT PERIOD.

6.4 If the scope of the WORKS is reduced due to whatsoever reasons, YAYASAN may reduce the FUNDING AMOUNT to correspond with the reduction in the scope of WORKS.

6.5 The FUNDING AMOUNT shall be exclusive of:

6.5.1 Any taxes payable under the CONTRACT; and

6.5.2 Any expenses to be incurred by the RECIPIENT as a result of the CONTRACT in complying with the Malaysian Tax Legislations, including the payment of all taxes assessed, against the RECIPIENT.

7. INVOICING & PAYMENT TERMS

7.1 In consideration of the WORKS satisfactorily rendered by the RECIPIENT in accordance with the terms of this CONTRACT, YAYASAN shall pay the RECIPIENT the FUNDING AMOUNT as specified in the CONTRACT in accordance with ARTICLE 7.3 and ARTICLE 7.4 below.

7.2 There shall be no variation to the FUNDING AMOUNT, unless such variation is approved in writing by YAYASAN. For the avoidance of any doubt, the FUNDING AMOUNT stated in the CONTRACT as appendix shall be the total amount payable by YAYASAN for the WORKS. Only expenses as pre-approved by YAYASAN in writing shall be reimbursed by YAYASAN.

7.3 The RECIPIENT shall invoice YAYASAN the FUNDING AMOUNT upon the satisfactory completion of the WORKS, based on the agreed payment milestone. Payment shall be due thirty (30) days from the date of receipt (date of receipt to count as day zero (0)) of the RECIPIENT's correct, accurate, complete and undisputed invoice. Each invoice shall include details of the WORKS performed and shall be supported by description and details of the WORKS and other supporting documentation (if applicable).

- 7.4 Payment of the FUNDING AMOUNT shall be made to the RECIPIENT's designated account as advised by the RECIPIENT in writing. YAYASAN shall be only liable for the bank charges at the point of the remittance of the funds and any other bank charges will be borne by the RECIPIENT.
- 7.5 Should YAYASAN dispute any amount in the RECIPIENT's invoice, YAYASAN shall notify the RECIPIENT within fourteen (14) days of receipt of such invoice (date of receipt to count as day zero (0)), specifying the nature of the dispute. YAYASAN shall have the right to withhold payment of any disputed invoice until settlement of the dispute or remedial action has been taken. Interest shall not be levied on any payment withheld by YAYASAN. All payments made by YAYASAN shall not preclude the right of YAYASAN from thereafter disputing any of the amounts paid.
- 7.6 YAYASAN shall not be obligated to make payments to the RECIPIENT if the RECIPIENT fails to deliver the WORKS set out in the CONTRACT and any such disputes shall be dealt with in accordance with ARTICLE 7.5 above. Any payment withheld shall be without prejudice to any other rights or remedies available to YAYASAN at law.
- 7.7 Upon notification of any erroneous billings made by the RECIPIENT or payments made to the RECIPIENT by YAYASAN, and with the mutual written agreement of the Parties, the RECIPIENT shall within thirty (30) days, make appropriate adjustments therein and reimburse YAYASAN any amounts of outstanding overpayment as reflected in the said adjustments, notwithstanding the fact that a temporary withholding or a correction of discrepancy may have been affected previously. The Parties may agree to offset the overpayment against any future invoice to be issued by the RECIPIENT under this CONTRACT.
- 7.8 Payments made by YAYASAN under this CONTRACT shall not preclude the right of YAYASAN to thereafter dispute any of the items invoiced which are found to be not in accordance with the agreed WORKS as contained in the appendices to this CONTRACT and shall not be deemed an admission by YAYASAN as to the performance by the RECIPIENT of its obligations hereunder and in no event shall any such payment by YAYASAN affect the warranty obligations of the RECIPIENT.
- 7.9 In the event that the CONTRACT is segregated for WORKS performed inside and/or outside Malaysia, the RECIPIENT shall state the applicable description on the invoices as follows:
- 7.9.1 Services performed inside Malaysia;
 - 7.9.2 Services performed outside Malaysia.
 - 7.9.3 Reimbursements/ disbursements in Malaysia;
 - 7.9.4 Reimbursements/ disbursements outside Malaysia;
 - 7.9.5 Hotel accommodation charges during travels in Malaysia (if any/ required).
- 7.10 The invoice for WORKS performed in Malaysia should be issued by a locally incorporated entity directly to YAYASAN (if applicable).

8. TAXES AND SERVICE TAX

8.1 TAX

- 8.1.1 The RECIPIENT shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it in connection with this CONTRACT. All TAXES levied on the RECIPIENT shall be for the account of the RECIPIENT and shall not be reimbursed by YAYASAN.
- 8.1.2 The RECIPIENT shall fully protect and indemnify YAYASAN and hold YAYASAN safe and harmless from any and all claims or liability for TAXES assessed or levied by the Inland Revenue Board of Malaysia ("**IRB**"), whichever is applicable against the RECIPIENT or its ASSOCIATED PERSON

or against YAYASAN for or on account of any payment made to or earned by YAYASAN in connection with the CONTRACT.

- 8.1.3 The RECIPIENT further shall fully protect and hold YAYASAN harmless from all TAXES assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by the RECIPIENT's employees, or employees of its ASSOCIATED PERSON, and all TAXES assessed or levied against, on or for account of any property or of the RECIPIENT or its ASSOCIATED PERSON.
- 8.1.4 The RECIPIENT shall indemnify YAYASAN against all claims, demands and causes of action based on any actual TAXES for which they are liable or any actual or alleged failures by the RECIPIENT or its ASSOCIATED PERSON to comply with applicable tax reporting, return, or other procedural requirement with respect to the services. This indemnity shall include without limitation all penalties, awards, judgments, court and arbitration costs, legal fees, and other reasonable expenses associated with such claims, demands, and causes of action.
- 8.1.5 The RECIPIENT shall give prompt notice to YAYASAN of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.
- 8.1.6 In the event that a refund opportunity arises with respect to any TAX paid by one party as a result of the transactions governed by this CONTRACT, both Parties shall reasonably work together to pursue such refund. If one Party receives a refund or a credit for any TAX paid by the other party with respect to this CONTRACT, then the Party receiving the refund or credit agrees to refund to that other Party the full amount of such refund or credit.
- 8.1.7 For avoidance of doubt, "**TAX**" or "**TAXES**" as mentioned above include but shall not be limited to all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that may be imposed by law, regulations or trade union contracts, which are enforced by or on behalf the IRB or of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on the Income Tax Act 1967 or any Malaysian tax legislation applicable during the CONTRACT PERIOD, excluding customs charges, Service Tax and stamp duty.

8.2 SERVICE TAX

- 8.2.1 Where Service Tax is applicable to any services rendered by the RECIPIENT under this CONTRACT, YAYASAN shall be responsible for and pay the Service Tax when invoiced by the RECIPIENT for taxable services rendered in accordance with the CONTRACT, provided that RECIPIENT shall provide to YAYASAN a copy of valid Service Tax registration approval letter issued by the Royal Malaysian Customs Department ("**Customs Authority**") confirming that the RECIPIENT is registered under the applicable Act as a taxable person providing taxable services. The RECIPIENT shall also provide to YAYASAN with the applicable Service Type Code for each of the taxable services provided to YAYASAN.
- 8.2.2 The Service Tax amount shall be separately stated from the FUNDING AMOUNT and shall be separately itemized in the invoice.
- 8.2.3 The RECIPIENT shall protect and indemnify YAYASAN and hold YAYASAN safe and harmless from any and all claims, demands and causes of action in respect of Service Tax and penalties made against the RECIPIENT/YAYASAN by Customs Authority including but not limited to award, judgments, court and arbitration costs, legal fees, and other reasonable expenses associated with such claims, demands due to the incorrect and/or inaccurate information and documents furnished by the RECIPIENT.

8.2.4 For avoidance of doubt, "Service Tax" as mentioned above refers to the tax as defined in the Service Tax Act 2018 and any legislation pertaining to the same including regulations, orders and any amendments relating thereto.

9. OBLIGATIONS OF THE RECIPIENT

9.1 The RECIPIENT shall complete and deliver the WORKS on or before the COMPLETION DATE as specified in the CONTRACT and shall conform to the requirements, quality, standards and quantity as required by YAYASAN.

9.2 The RECIPIENT shall notify YAYASAN promptly in writing if any delay is foreseen or occurs in the performance of the WORKS.

9.3 Failure to complete the WORKS on the COMPLETION DATE or the subsequently agreed extension of time provided pursuant to ARTICLE 4.2, is a breach of the CONTRACT and YAYASAN shall have the right to terminate the CONTRACT and/or claim for damages.

9.4 YAYASAN shall have the right to suspend and/or cancel the WORKS or part thereof when and where it deems necessary, provided that YAYASAN has given the RECIPIENT written notice to such effect.

9.5 In performing the WORKS, the RECIPIENT undertakes that:

9.5.1 The RECIPIENT shall carry out the WORKS with professional care and diligence in accordance with this CONTRACT. Notwithstanding the above, the RECIPIENT agrees to carry out the WORKS with due care, diligence and efficiency and in conformity with sound scientific, management and financial practice in respect of personnel and property of the Parties and/or any third parties and in respect of the environment in which the activity is performed.

9.5.2 The RECIPIENT shall carefully read this CONTRACT and all of its appendices to determine all the necessary services, labor, equipment and materials required for the performance of the WORKS.

9.5.3 The RECIPIENT shall obtain for itself in advance a full understanding and knowledge of the WORKS, the surrounding environment and the conditions under which the WORKS shall be carried out.

9.5.4 The RECIPIENT shall ensure that its ASSOCIATED PERSON who are performing the WORKS for and on its behalf, to have the technical expertise, qualification, experience and capability to carry out their respective responsibilities or roles. YAYASAN may provide feedback in good faith to the RECIPIENT at any time throughout the CONTRACT PERIOD on any of its ASSOCIATED PERSON who are performing the WORKS for and on its behalf, if YAYASAN has concerns regarding the competency, skill, behaviour or performance of such its ASSOCIATED PERSON who are performing the WORKS for and on its behalf, in the course of performing the WORKS. Where YAYASAN has provided such feedback to the RECIPIENT, the RECIPIENT shall consult in good faith with YAYASAN to discuss possible measures to address YAYASAN's concerns.

9.5.5 The RECIPIENT shall at all times, ensure that the WORKS performed, including the SITE and equipment used in performing the obligations under this CONTRACT comply with all APPLICABLE LAW related to Health, Safety, Security and Environment (HSSE), including YAYASAN's HSE policies, where applicable.

9.5.6 The RECIPIENT shall have complete control of all of their ASSOCIATED PERSON engaged for the performance of the WORKS and shall ensure that all of the ASSOCIATED PERSON shall comply with all of YAYASAN's applicable rules and regulations.

- 9.5.7 The RECIPIENT shall employ such number of the ASSOCIATED PERSON as will be adequate to carry out the WORKS in accordance with this CONTRACT. If in the opinion of YAYASAN the number of ASSOCIATED PERSON is inadequate, the RECIPIENT shall discuss remedial measures with YAYASAN and if both Parties agree that additional ASSOCIATED PERSON are required, the RECIPIENT shall, at its own cost and expense, provide such addition ASSOCIATED PERSON to carry out the WORKS.
- 9.5.8 The RECIPIENT shall be responsible for the payment of wages, salaries, bonus, overtime and any other allowances reasonably earned by the ASSOCIATED PERSON and shall make all appropriate deductions from their salaries in respect of any employee contributions and the RECIPIENT hereby indemnifies YAYASAN against any liability in respect thereof.
- 9.5.9 The RECIPIENT shall ensure that their ASSOCIATED PERSON comply with any reasonable requests or instructions given by YAYASAN under the provisions of this CONTRACT and in particular with any safety and/or security regulations or instructions which are enforced from time to time at the SITE where the ASSOCIATED PERSON are performing their duties under this CONTRACT.
- 9.5.10 The RECIPIENT represents and warrants that it and each of ASSOCIATED PERSON has or shall obtain the necessary tools, equipment and personnel in carrying out the WORKS and that it and its ASSOCIATED PERSON shall maintain and use such tools and equipment in accordance with the relevant manufacturer's specifications and recommendations including good engineering and operational practices.
- 9.5.11 The RECIPIENT represents and warrants that it shall ensure that all applicable warranties and/or licenses provided by its ASSOCIATED PERSON, licensors and manufacturers are assigned to YAYASAN. The RECIPIENT shall deliver a copy of such warranties provided by its ASSOCIATED PERSON and manufacturers to YAYASAN.

10. NON-EXCLUSIVE CONTRACT

- 10.1 This CONTRACT is non-exclusive and YAYASAN reserves the right to engage other party to perform similar or identical WORKS at any time during the CONTRACT PERIOD.
- 10.2 Nothing herein shall establish any partnership in law between the PARTIES. The PARTIES shall remain independent entities with respect to each other and neither PARTY shall have any authority or right to incur, commit or bind the other to any other agreement. The RECIPIENT is an independent party and neither the RECIPIENT nor its employees, nor the approved third parties or their respective employees are agents or employees of or partner with YAYASAN.

11. INSPECTION

- 11.1 YAYASAN may at all reasonable times during the CONTRACT PERIOD, inspect the WORKS at the SITE and/or other premises. The RECIPIENT shall arrange and provide assistance for such access and inspection to determine whether such WORKS meets the requirements, quality and standard as provided in this CONTRACT.
- 11.2 The RECIPIENT shall update YAYASAN on weekly basis or on the frequency and manner as agreed by the Parties on the progress of the WORKS and its performance.
- 11.3 Notwithstanding the above, the presence of and the inspection by YAYASAN (or any of its authorized delegates) shall not relieve the RECIPIENT from RECIPIENT's obligations and duties and shall not prejudice YAYASAN's

rights under this CONTRACT.

12. INSURANCE

- 12.1 The RECIPIENT shall maintain in full force throughout the CONTRACT PERIOD the following insurances with insurance companies satisfactory to YAYASAN. Nothing contained herein shall serve in any way to limit or waive the RECIPIENT's liability under this CONTRACT. The insurances to be carried by the RECIPIENT are as follows:
- 12.1.1 Workmen's Compensation Insurance and/or Employer's Liability Insurance and/or any other insurance with statutory limits as required by the laws of Malaysia to provide for payment to its employees employed on or in connection with the WORKS covered by this CONTRACT and/or their dependants.
 - 12.1.2 Public Liability / Third Party Liability / Comprehensive General Liability Insurance with a limit of liability of not less than Ringgit Malaysia One Million (RM 1,000,000.00) for any one claim or series of claims arising out of an accident or occurrence resulting in bodily and/or personal injury (including death) to any PERSON and damage or destruction to any property including YAYASAN's property which shall arise out of or in consequence of the RECIPIENT's performance of the WORKS. The policy shall also cover contractual liability.
 - 12.1.3 Notwithstanding and in addition to this ARTICLE 12.1, the RECIPIENT shall carry and maintain any other insurance which may be relevant and/or necessary and/or as may be required by any APPLICABLE LAW to which the RECIPIENT and/or its ASSOCIATED PERSON are subjected to or as instructed by YAYASAN.
- 12.2 The RECIPIENT shall cause YAYASAN, their parent companies, subsidiaries, AFFILIATES, consultants and their ASSOCIATED PERSON to be included as additional assured and to be covered by insurance(s) as stipulated in ARTICLE 12.1.2 with respect to operations conducted under this CONTRACT. The RECIPIENT shall further cause the insurance policy as stipulated in ARTICLE 12.1.2 herein to contain a "Severability of Interests" (Cross Liability) provision providing that in the event of one insured Party incurring liability to any of the other insured Parties, the insurance shall apply for the benefit of the Party against whom claim is or may be made in the same manner as if separate policies had been issued to each insured Party.
- 12.3 Where YAYASAN, their parent companies, subsidiaries, AFFILIATES, consultants and their ASSOCIATED PERSON are not named as additional assured in the insurance(s) as stipulated in ARTICLE 12.1, the RECIPIENT shall cause the insurers thereof to waive all express or implied rights of subrogation against such Parties and their respective employees, servants and agents.
- 12.4 All deductibles, exceptions, and exclusions applicable to the foregoing insurances of the RECIPIENT shall be for the account of and be paid by the RECIPIENT. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of the RECIPIENT.
- 12.5 The RECIPIENT shall fully indemnify YAYASAN against all and any loss or damage arising from any failure to effect or maintain such insurances specified by this CONTRACT or from any act or omission which could invalidate the said insurances.
- 12.6 Unless otherwise approved by YAYASAN, the RECIPIENT shall, within fourteen (14) days from the EFFECTIVE DATE furnish to YAYASAN, certified copies of certificates of insurance(s) provided for in ARTICLE 12.1 hereof, including evidence of premiums payments thereof. No insurance shall be changed or cancelled during this CONTRACT PERIOD without prior written approval of YAYASAN. Any renewal and/or extension certificates and/or documents shall be furnished to YAYASAN within fourteen (14) days from the date of renewal and/or extension.

- 12.7 The furnishing of certificates of insurance(s) shall not be interpreted as implying endorsement by YAYASAN or that YAYASAN assumes responsibility for the accuracy and adequacy of such documents or that the RECIPIENT has complied with its other obligation contained in this CONTRACT.
- 12.8 Should the RECIPIENT at any time neglect or refuse to provide or renew any insurance(s) required herein, or should any insurance(s) be cancelled, YAYASAN shall upon notification to the RECIPIENT have the right to procure such insurance and, in such event, any sum so paid by YAYASAN shall immediately become due and payable to YAYASAN by the RECIPIENT or YAYASAN shall be entitled to deduct such sums from any monies due or which may become due to the RECIPIENT in addition to any other remedies YAYASAN may have under this CONTRACT.
- 12.9 The RECIPIENT shall notify YAYASAN immediately upon receipt of any notice of claims, incidents, or demands or of any situation which may give rise to such claims or demands being made under the said insurance(s) policies. Written notice shall be given no later than two (2) days after the occurrence of any accident (day of occurrence inclusive). However, for serious accidents (including but not limited to death or serious injuries) notice shall be given immediately and must be confirmed in writing.
- 12.10 The RECIPIENT shall ensure that its ASSOCIATED PERSON maintain similar insurance coverage as specified herein and that its ASSOCIATED PERSON similarly indemnify and hold YAYASAN harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of ASSOCIATED PERSON's insurance shall be the sole responsibility of the RECIPIENT.
- 12.11 YAYASAN shall bear no financial liability attributable to deficient insurance coverage by the RECIPIENT.

13. WARRANTY

- 13.1 The RECIPIENT warrants that the WORKS shall be performed in a professional manner in accordance with the requirements and conditions of this CONTRACT and that the RECIPIENT has the experience, capability and resources including sufficient and competent personnel to efficiently and expeditiously perform the WORKS.
- 13.2 The RECIPIENT further warrants the following:
- 13.2.1 the WORKS are new and comply with the requirements provided under this CONTRACT;
 - 13.2.2 the WORKS are free from defects in materials and workmanship, fit and suitable for the purpose for which they are intended for under this CONTRACT.
- 13.3 The RECIPIENT's scope of warranty shall cover all expenses to replace WORKS found to be defective during the WARRANTY PERIOD and all cost for making good any defective WORKS.
- 13.4 The RECIPIENT further warrants that the ASSOCIATED PERSON:
- 13.4.1 Shall have use his/her skill and judgment to the best of his/her capabilities and in an expeditious and economical manner consistent with the best interest of YAYASAN;
 - 13.4.2 Shall perform the work assigned to him/her with due diligence and efficiency and in accordance with sound principles and accepted practice;
 - 13.4.3 He /she is of good character, holds no criminal records and is medically fit to perform the WORKS;
 - 13.4.4 Shall comply with all of YAYASAN's applicable rules and regulations including those relating to discipline and conduct and abide all laws, by laws, rules and regulations of the Government of

Malaysia.

- 13.5 Any new WORKS replacing the defective WORKS shall be warranted under the same terms and conditions for another period as specified in ARTICLE 13.2 from the date of replacement.
- 13.6 In the event that the RECIPIENT obtains more favorable warranties and guarantees from its supplier/manufacturer, such warranties and guarantees shall be assigned to YAYASAN.
- 13.7 YAYASAN shall notify in a written instruction to the RECIPIENT at any time during the WARRANTY PERIOD of any defects or other fault whatsoever which may appear, and which are due to materials or goods or workmanship not in accordance with this CONTRACT and the RECIPIENT shall make good such defects, including replacing, at the RECIPIENT's own costs. All replacement works shall be carried out to the satisfaction of YAYASAN.
- 13.8 If the RECIPIENT fails or unable to perform the WORKS within the specified time as instructed, YAYASAN may appoint a third-party contractor to perform the WORKS and the cost incurred shall be recoverable either directly from the RECIPIENT or through deduction made from the outstanding payment due to the RECIPIENT.
- 13.9 If it is necessary for any defective part(s) of the WORKS to be removed, the RECIPIENT shall be liable for YAYASAN's reasonable direct costs of removing the defective part(s) and re-installing repaired or replacement part(s). Where repair or replacement involves the return of defective part(s) to the RECIPIENT/s premises or to any other place for repair, the carriage and insurance costs of shipment to the relevant place of repair and returning repaired or replacement part(s) to YAYASAN's site shall be to the RECIPIENT's account.
- 13.10 The provisions in this ARTICLE 13 shall be the warranties, representations and guarantees given by the RECIPIENT shall continue to be in full force and shall survive the cancellation, expiration or termination of the CONTRACT in respect of any part of the WORKS already performed at the time of cancellation, expiration or termination. Furthermore, no test, inspection or approval given or made by YAYASAN shall prejudice any of such warranties and guarantees and/or any remedy of YAYASAN in respect of defective WORKS.

14. ASSIGNMENT & NOVATION

Notwithstanding any ARTICLES in this CONTRACT, the RECIPIENT shall not assign, transfer or novate any of its rights and obligations under this CONTRACT to any third party without YAYASAN's prior written consent. Any such assignment, transfer or novation without YAYASAN's prior written consent shall be deemed to be a material breach by the RECIPIENT of the terms of this CONTRACT.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This CONTRACT shall be governed by and construed in accordance with the laws of Malaysia.
- 15.2 In the performance of this CONTRACT, the RECIPIENT and its ASSOCIATED PERSON shall be subject to all APPLICABLE LAW.
- 15.3 The RECIPIENT shall, at the RECIPIENT's own expense, defend, indemnify and hold YAYASAN harmless from all forms of penalty which may be imposed on YAYASAN by reason of any alleged violation of law by the RECIPIENT or its ASSOCIATED PERSON and also from all claims, suits, or proceedings that may be brought against YAYASAN arising under or by reason of the performance of this CONTRACT with respect to such alleged or violation of law whether brought by employees of the RECIPIENT or its ASSOCIATED PERSON or by third parties or by any GOVERNMENTAL AUTHORITY.
- 15.4 The RECIPIENT's obligations under this ARTICLE shall include, without limitation, obtaining all necessary or

appropriate licenses, approvals, exemptions, clearances or permits wherever applicable.

- 15.5 If the RECIPIENT or its ASSOCIATED PERSON perform any part of the WORKS hereunder in breach of the APPLICABLE LAW, then the RECIPIENT shall bear any additional costs resulting from the said violation and correction thereof. The RECIPIENT shall not enter into negotiations with any GOVERNMENTAL AUTHORITY or agency to develop acceptance to exemption, composition, variation, or revision to law in connection with this CONTRACT without YAYASAN's prior written approval.
- 15.6 Any dispute between the Parties as to the performance of this CONTRACT or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably shall be referred to the Malaysian Courts.

16. TIME IS OF THE ESSENCE

Time whenever stated herein shall be the essence of this CONTRACT.

17. THE RECIPIENT'S UNDERTAKING

- 17.1 The RECIPIENT shall abide by and comply, and secure compliance to all APPLICABLE LAW, decrees, rules and regulations of any GOVERNMENTAL AUTHORITY having jurisdiction over the performance of and works related to the CONTRACT.
- 17.2 The RECIPIENT shall transfer unencumbered title of the goods procured for the performance of the WORKS to YAYASAN or any party as advised by YAYASAN. The RECIPIENT shall indemnify YAYASAN against all liens, attachments, charges or encumbrances with respect to the goods procured for the performance of the WORKS, other than resulting from any act or omission by YAYASAN.
- 17.3 The RECIPIENT warrants that it has the experience and capability to perform the WORKS. The RECIPIENT further undertakes that in performing the WORKS, it shall be performed in such a manner that it will always safeguard and protect YAYASAN's interest and take all necessary and proper steps to prevent abuse or uneconomical use of facilities, if any, made available by YAYASAN to the RECIPIENT.
- 17.4 The RECIPIENT shall exercise due care and diligence to ensure that no injury or damage is caused to any PERSON or facilities of YAYASAN or any facilities and/or SITE under this CONTRACT, and in the event of such occurrence of injury or damage, the RECIPIENT shall be held liable and be fully responsible on the costs to rectify the injury or damage suffered.
- 17.5 The RECIPIENT shall keep YAYASAN fully informed of its activities in carrying the WORKS from time to time or as deemed necessary at any time by YAYASAN on the WORKS completion progress.

18. ACCESS AND AUDIT RIGHTS

- 18.1 YAYASAN shall have the right and have access to audit the RECIPIENT's books, records and other documents relating to the performance of WORKS undertaken by the RECIPIENT. The RECIPIENT shall ensure that all records are kept for a minimum of seven (7) years from the date of the document issued.
- 18.2 The RECIPIENT shall maintain an accurate record of the WORKS and if the WORKS or any additional scope is required for the WORKS (as may be required by YAYASAN) is measured by the time spent by its personnel, such records shall be in the form of a time sheet which shall be certified by YAYASAN.

19. CHANGE ORDER

- 19.1 YAYASAN may at any time during the performance and/or execution of the WORKS instruct the RECIPIENT to alter, amend, omit, change, modify, add to, reduce or otherwise vary any part of the WORKS.
- 19.2 On receipt of any written order requiring a change in the WORKS which may, in the opinion of the RECIPIENT, involve a change in the FUNDING AMOUNT or affect the COMPLETION DATE, the RECIPIENT shall, before proceeding with the order, submit such changes to YAYASAN.
- 19.3 If, in the opinion of YAYASAN, the submissions are correct, YAYASAN will advise the RECIPIENT to prepare a CHANGE ORDER which shall contain details of the change and the resulting changes to FUNDING AMOUNT and COMPLETION DATE.
- 19.4 No changes to or modification of the items, specifications, terms, conditions and prices shall be binding upon the YAYASAN unless agreed in writing by YAYASAN. The RECIPIENT shall not start and make any changes to the WORKS without a prior written instruction of YAYASAN or its authorized representative.
- 19.5 Any approved CHANGE ORDER shall be treated as part of the CONTRACT and the FUNDING AMOUNT shall therefore be either added or reduced as the case maybe. No change shall in any way invalidate the obligations of the RECIPIENT under the CONTRACT.

20. FORCE MAJEURE

- 20.1 Neither Party shall be liable to the other nor shall be in breach of any obligation under the CONTRACT to the extent its performance, in full or in part thereof is prevented impeded or delayed by an act, event or circumstance that is beyond the reasonable control of that Party and which that Party could not reasonably have prevented or overcome (such act, event or circumstance is herein referred to as “**Force Majeure**”) provided the same is not willfully or negligently done or brought for purpose of excusing a failure to perform under the CONTRACT.
- 20.2 An event of Force Majeure shall include but not limited to the following:
- 20.2.1 acts of God or force of nature, including unusually severe weather, landslide, earthquake, fire, frost, flood, storm, tidal waves, perils of the sea;
 - 20.2.2 insurrection, revolutions, expropriation, requisition, nationalization, riots, civil disturbances, acts of the public enemy and acts of terrorism;
 - 20.2.3 blockade, embargo or boycott;
 - 20.2.4 strikes or other labour disturbances (including sabotage) of industry / national scale;
 - 20.2.5 war, acts of war or warlike hostilities;
 - 20.2.6 epidemic, pandemic and quarantine restrictions;
 - 20.2.7 Any change of law which directly impact the performance of WORKS;
 - 20.2.8 any other events or similar occurrences beyond the control of the Parties.
- 20.3 For the purpose of this ARTICLE, machinery breakdown or correction of defects or deficiencies or industry strike or sabotage by the RECIPIENT's employees, the impositions or sanctions by any GOVERNMENTAL AUTHORITY due to the failure of the RECIPIENT to comply with the APPLICABLE LAW or obtain or maintain the necessary permits, licenses, approval or certificates from the GOVERNMENTAL AUTHORITY or any event

or circumstance that is resulted from the negligence of the RECIPIENT shall not be construed as a Force Majeure event.

- 20.4 As soon as the RECIPIENT suffer a disruption in performing the WORKS or any delay due to Force Majeure, it shall forthwith notify YAYASAN in writing the cause of delay (in any case shall not be more than three (3) days after the RECIPIENT becomes aware of the Force Majeure occurrence) and take all possible steps to limit the delay. The RECIPIENT shall provide to the YAYASAN with all the necessary proof of the occurrence of any of the aforementioned events and of its effect on the performance of WORKS, should the RECIPIENT wish to apply for an extension.
- 20.5 YAYASAN shall have the right to conduct investigation into the delay and upon satisfying itself that the delay was due to a genuine Force Majeure event, the CONTRACT DURATION or the COMPLETION DATE may be extended by the YAYASAN for a period equals to the period in which the performance of the WORKS under the CONTRACT was actually affected or any other period YAYASAN deemed appropriate. It is the responsibility of the RECIPIENT despite a Force Majeure event to assist and to ensure that the WORKS is completed within the scheduled time at no additional expense to YAYASAN.
- 20.6 In the event of the aforesaid Force Majeure event subsisting for a continuous period which YAYASAN believe it will jeopardize the YAYASAN's operation, YAYASAN shall have the right to terminate the CONTRACT by giving the RECIPIENT written notice thereof.

21. HEALTH, SAFETY AND ENVIRONMENT (HSE) REQUIREMENT

- 21.1 The RECIPIENT shall at all time during the performance of WORKS comply with YAYASAN's and other applicable HSE requirements or any other safety rules and regulations applicable at the SITE.
- 21.2 In support of YAYASAN's efforts to identify any cases of alcohol and/or drugs abuses at the SITE, the RECIPIENT agrees and will give full cooperation to YAYASAN for YAYASAN to carry out the relevant alcohol and/or drug testing at any time YAYASAN deems necessary on any of the RECIPIENT's personnel and the RECIPIENT will abide by the result thereof.
- 21.3 Whilst working within YAYASAN's premises or YAYASAN's designated premises/location/SITE, the RECIPIENT's personnel shall not act contrary to YAYASAN's interest which act may cause injury or damage to body and/or property of YAYASAN and other party or their personnel who undertake to perform certain works within the SITE. If breached, YAYASAN may take such action including removal of the personnel out of the SITE to ensure no further injury or damage is caused by the said personnel.
- 21.4 The RECIPIENT may be required, in connection with the performance of the WORKS, provide and maintain at its own costs, all the necessary safety measures, as deem appropriate by YAYASAN when and where necessary or required by any competent authority for the safe execution of the WORKS or for the safety and convenience of the public or others.
- 21.5 The RECIPIENT shall comply with the following safety guidelines whenever its employees, ASSOCIATED PERSON or agents are within the vicinity of the SITE and YAYASAN's premises:
- 21.5.1 All vehicles entering the SITE must have a valid vehicle road tax. The driver must have a valid driving license and should meet all JPJ requirements.
 - 21.5.2 All drivers must observe the speed limit and must honor all barricades / signage.
 - 21.5.3 All drivers must give way to pedestrians, bicycles and emergency vehicles / equipment.
 - 21.5.4 All drivers must wear a presentable clothing preferably bearing the RECIPIENT's name or logo.

- 21.5.5 If applicable, all drivers must wear the relevant Personal Protective Equipment (PPE) gears, and as a minimum requirement, the following PPE must be worn at all times :
- a) Safety Helmet
 - b) Safety Boots
 - c) Coverall or uniforms (long sleeves / trousers)
- 21.6 The RECIPIENT shall clearly communicate the above safety requirements to its personnel, sub- and/or transporter to prevent and eliminate the risk of injuries, health hazards and damage to properties as well as to ensure everyone's safety.
- 21.7 In the event of any violation of the above regulations by the RECIPIENT's and/or its ASSOCIATED PERSON, YAYASAN may take the necessary action against the RECIPIENT including but not limited to request for replacement of personnel, issue stop work order at SITE immediately and/or terminating the CONTRACT.

22. COMPLIANCE TO CRITICAL LEGAL AREAS

22.1 ANTI-BRIBERY AND CORRUPTION, ANTI-MONEY LAUNDERING

- 22.1.1 The RECIPIENT shall comply, and/or shall procure that its ASSOCIATED PERSON who are performing the WORKS in connection with this CONTRACT 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 YAYASAN (including the provisions of the PETRONAS Code of Business Ethics ("CoBE") relevant to YAYASAN 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>. The RECIPIENT 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.
- 22.1.2 The RECIPIENT must notify YAYASAN as soon as reasonably practicable upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ARTICLE 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.
- 22.1.3 If the RECIPIENT breaches this ARTICLE, YAYASAN shall be fully entitled to terminate this CONTRACT without any liability howsoever with written notice with immediate effect. the RECIPIENT shall hold YAYASAN harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this ARTICLE by the RECIPIENT, its ASSOCIATED PERSON who are performing the WORKS in connection with this CONTRACT.
- 22.1.4 Upon request in writing by YAYASAN, the RECIPIENT shall within, three (3) Business Days, provide YAYASAN with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If YAYASAN reasonably suspects that there is a breach of any obligation under this ARTICLE, YAYASAN or a third party appointed by YAYASAN shall have the right to immediately access and take copies of all records and other information relating to this CONTRACT held at the RECIPIENT's premises and meet with the RECIPIENT's personnel to audit

the RECIPIENT's compliance with its obligations under this ARTICLE and the RECIPIENT shall provide all necessary assistance to the conduct of such audit by YAYASAN or such third party. If the audit reveals a breach of any obligations under this ARTICLE and any applicable anti-corruption laws, the RECIPIENT will bear the cost of such audit and any remedial actions necessary to ensure compliance with this ARTICLE and indemnify and hold harmless YAYASAN in respect of such breaches.

22.2 HUMAN RIGHTS

22.2.1 The RECIPIENT warrants and undertakes that it will use their best efforts to abide by best practices aligned with the APPLICABLE LAW concerning human rights.

22.2.2 The RECIPIENT further warrants and undertakes to immediately notify YAYASAN 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 RECIPIENT shall address the cause of the adverse human right impact so as to avoid further similar adverse impacts and provide to YAYASAN a summary of the remedial and preventive measures taken as soon as reasonably practicable from the first occurrence.

22.3 PERSONAL DATA PROTECTION

22.3.1 The RECIPIENT represents, warrants and undertakes to fully comply with all Data Protection Legislation in PROCESSING PERSONAL DATA in connection with this CONTRACT.

22.3.2 The RECIPIENT agrees to immediately notify YAYASAN 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.

22.3.3 Where YAYASAN discloses any PERSONAL DATA to the RECIPIENT, the RECIPIENT 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 YAYASAN;
- ii. only PROCESS the PERSONAL DATA for purposes relating to the CONTRACT and shall strictly comply with all directions given by YAYASAN in respect of the same;
- iii. not disclose the PERSONAL DATA to any third parties, or transfer any Personal Data without YAYASAN's prior written consent; and
- iv. procure any third party that PROCESSES the Personal Data on behalf of the RECIPIENT to agree in writing to the same terms that the RECIPIENT agrees to in this ARTICLE.

22.3.4 The RECIPIENT shall, at all times during CONTRACT PERIOD and after the term of the CONTRACT, indemnify and keep indemnified YAYASAN and its AFFILIATES against all losses, damages, costs or expenses and other liabilities incurred by, awarded against or agreed to be paid by YAYASAN and/or its AFFILIATES and arising from the RECIPIENT's breach of Data Protection Legislation or obligations under this ARTICLE except and to the extent that such liabilities have resulted directly from YAYASAN's (or its AFFILIATES) instructions, or breach of the CONTRACT by YAYASAN.

22.4 SANCTIONS

22.4.1 Each Party shall perform the WORKS in compliance with any applicable SANCTIONS. No Party shall be obliged to perform any obligation under this CONTRACT 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.

Warranties

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

22.4.2 Each Party warrants that all goods or services supplied under this CONTRACT 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.

22.4.3 The RECIPIENT undertakes to promptly notify YAYASAN in the event it is no longer able to comply with the warranties above. The RECIPIENT shall fully indemnifies YAYASAN and its ASSOCIATED PERSON for any losses arising from a breach of these warranties.

22.4.4 The RECIPIENT must notify YAYASAN immediately upon becoming aware that it or any of its AFFILIATES is subject to any SANCTIONS.

22.5 EXPORT CONTROLS

22.5.1 Each Party warrants to the other Party that all WORKS performed under this CONTRACT 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.

22.5.2 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 GOVERNMENTAL AUTHORITY. 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.

22.5.3 The RECIPIENT must notify YAYASAN as soon as reasonably practicable upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ARTICLE 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 YAYASAN, the RECIPIENT shall within, five (5) Business Days, provide YAYASAN with documentation evidencing compliance of its obligations under the applicable export control laws.

22.6 COMPETITION LAW

22.6.1 The RECIPIENT shall comply, and/or shall procure that its ASSOCIATED PERSON who are performing the WORKS in connection with this CONTRACT to comply, with all applicable COMPETITION LAW.

22.6.2 The RECIPIENT agrees to promptly notify YAYASAN of any suspected or occurrence of infringement of any COMPETITION LAW in connection with this CONTRACT. YAYASAN reserves the right to suspend indefinitely or terminate this CONTRACT without any liability howsoever with written notice with immediate effect in the event of notification of suspected or actual infringement of COMPETITION LAW.

22.6.3 If the RECIPIENT breaches this ARTICLE, YAYASAN shall be fully entitled to terminate the CONTRACT without any liability howsoever with written notice with immediate effect. The RECIPIENT shall hold YAYASAN harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this ARTICLE by the RECIPIENT and its ASSOCIATED PERSON who are performing the WORKS in connection with this CONTRACT.

22.6.4 The RECIPIENT must notify YAYASAN as soon as reasonably practicable upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this ARTICLE 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 LAW.

23. LIABILITY AND INDEMNIFICATION

For the purposes of this ARTICLE, YAYASAN GROUP shall mean YAYASAN, its beneficial owner (Petroliam Nasional Berhad (PETRONAS)), its AFFILIATES, and their ASSOCIATED PERSON.

23.1 Personnel of YAYASAN GROUP

YAYASAN shall be liable for and shall protect, defend, indemnify and hold harmless the RECIPIENT and the ASSOCIATED PERSON from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by the YAYASAN GROUP, howsoever arising save for negligence on the part of the RECIPIENT.

23.2 Personnel of the RECIPIENT

The RECIPIENT shall be liable for and shall protect, defend, indemnify and hold harmless YAYASAN GROUP from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury or death or damage to or loss of property of any person employed by the RECIPIENT and/or the ASSOCIATED PERSON, howsoever arising.

23.3 Third Party

The RECIPIENT shall be responsible for and shall protect, defend, indemnify and hold harmless YAYASAN GROUP from and against any and all claims, liabilities, cost, damages and expenses of every kind and nature, with respect to injury, illness or death of, or damage to or loss of property of any third party (including equipment and/or property and/or transportation owned, leased, chartered or hired by the RECIPIENT), arising during

and/or as a result of the performance of this CONTRACT without regard to whether any act or omission of YAYASAN GROUP contributed to such injury, death or damage to or loss of property.

23.4 YAYASAN's Property

The RECIPIENT shall be liable for and shall indemnify YAYASAN GROUP against any damage to or destruction or loss of property operated and/or owned by YAYASAN GROUP arising during, and/or as a result of the performance of this CONTRACT, without regard to whether any act or omission of the YAYASAN GROUP contributed to the loss.

23.5 THE RECIPIENT's Equipment

The RECIPIENT shall assume the risk of and shall be solely responsible for and in this regard shall indemnify, defend and hold YAYASAN GROUP harmless against any claims arising out of all damage to and/or loss or destruction of the RECIPIENT's EQUIPMENT and property and its ASSOCIATED PERSON' Equipment and property, from any cause whatsoever, at all times during the duration of this CONTRACT. In the event that any of the RECIPIENT's EQUIPMENT is lost or damaged and affects the performance of the WORKS, the RECIPIENT shall replace any lost or damaged the RECIPIENT's EQUIPMENT at the RECIPIENT's sole cost in the most expeditious manner possible and at the RECIPIENT's sole expense.

23.6 Pollution

23.6.1 The RECIPIENT shall indemnify and hold harmless YAYASAN from and against such liability resulting from pollution or for cost incurred or payments made by YAYASAN to control or clean up the pollutant or to prevent the threat of pollution or as compensation for damage suffered by others from any pollution originated from facilities and/or transportation owned or operated by the RECIPIENT arising from the RECIPIENT's performance of the Scope of WORKS under this CONTRACT. The RECIPIENT's indemnity herein shall not exceed Ringgit Malaysia One Million (RM 1,000,000.00) for any one occurrence; provided however, that if such pollution is the result of gross negligence and/or wilful misconduct of the RECIPIENT, then in each such instance the RECIPIENT shall indemnify and hold harmless YAYASAN. The indemnity addressed in this ARTICLE 23.6.1 shall include all control and/or cleanup costs, and/or claims related to any such pollution.

23.6.1.1 Pollution from the RECIPIENT's Equipment and/or Property and/or Transportation

The RECIPIENT shall protect, indemnify and hold harmless YAYASAN from and against all liability for pollution emanating from equipment and/or property and/or transportation owned, leased, chartered or hired by the RECIPIENT in connection to the performance of the WORKS and shall reimburse YAYASAN for all control and/or cleanup costs, and/or claims related to any such pollution. The RECIPIENT undertakes that equipment or waste in any form originating from the WORKS shall not be dumped overboard.

23.6.1.2 Pollution from the RECIPIENT's Equipment and/or Property

The RECIPIENT shall protect, indemnify and hold harmless YAYASAN from and against all liability for pollution emanating from equipment and/or property owned, leased, chartered or hired by the RECIPIENT in connection to the performance of the WORKS and shall reimburse YAYASAN for all control and/or cleanup costs, and/or claims related to any such pollution. The RECIPIENT undertakes that equipment or waste in any form originating from the WORKS shall be dumped at designated place.

23.6.1.3 The indemnity addressed in ARTICLE 23.6 shall include all control and/or cleanup costs, and/or claims related to any such pollution.

23.7 The indemnities given by the RECIPIENT shall not be reduced by reasons of any omission of YAYASAN's Representative in failing to supervise or control the RECIPIENT's site operations or methods of working or to detect or prevent or remedy defective WORKS or to ensure proper performance of any other obligations of the RECIPIENT under this CONTRACT.

23.8 Unless provided to the contrary elsewhere within this CONTRACT, the RECIPIENT shall be solely responsible for the costs of all loss or damage caused by the negligence, gross negligence and/or wilful misconduct of the RECIPIENT and/or its ASSOCIATED PERSON.

23.9 The RECIPIENT shall notify YAYASAN immediately of any incident, claims or litigation affecting the provisions of this ARTICLE.

23.10 Any exclusion or limitation of liability specified in this CONTRACT shall apply to claims in Tort or otherwise at law in respect of matters covered by such exclusion or limitation.

24. CONSEQUENTIAL LOSS

In no event whatsoever shall either Party be liable to the other by way of indemnity nor by reason of any breach of this CONTRACT nor by reason of Tort, for any indirect, remote 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

25. INTELLECTUAL PROPERTY RIGHTS

25.1 All Intellectual Property residing in any information, materials, products and equipment of any nature whatsoever supplied by one Party to the other under this CONTRACT shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property unless proven otherwise.

25.2 Notwithstanding ARTICLE 25.1 above, any patents know-how and/or other intellectual property developed exclusively for the WORKS pursuant to this CONTRACT shall be owned by YAYASAN. The Parties agree that all INTELLECTUAL PROPERTY RIGHTS in all data, specifications, reports, tools, solutions, drawings, know-how, technical information, inventions and technologies developed or created jointly with YAYASAN pursuant to this CONTRACT shall reside solely in and belong to YAYASAN and YAYASAN shall have the exclusive right to protect, exploit and enforce its rights to those INTELLECTUAL PROPERTY RIGHTS within its organisation.

25.3 None of the items or any items connected herewith or processes which are developed exclusively for YAYASAN pursuant to this CONTRACT shall be reproduced either in whole or in part by the RECIPIENT for any purposes not related to this CONTRACT without prior written approval from the YAYASAN.

25.4 YAYASAN shall have the rights to use the transferred know-how and all data and information, including CONFIDENTIAL INFORMATION furnished by the RECIPIENT free of charge and without any obligation to the RECIPIENT. The right to use all such documents shall extend to PETRONAS, its AFFILIATES and its subsidiaries.

25.5 The RECIPIENT warrants that the information, materials, products and equipment supplied by the RECIPIENT or used by the RECIPIENT in performing the CONTRACT do not infringe the Intellectual Property or any other proprietary rights of any person or entity.

25.6 The RECIPIENT shall hold YAYASAN harmless from and indemnify against all claims and proceedings arising

from or incurred by reason of any infringement or alleged infringement of patent rights, design or copyrights by the purchase, use or possession of the equipment or services supplied by the RECIPIENT under the CONTRACT, and from and against all demands, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26. CONFIDENTIALITY

26.1 For the purposes of this ARTICLE 26, the following shall apply:

26.1.1 "Authorised Recipients" mean either YAYASAN's or the RECIPIENT'S employees, officers, directors, its AFFILIATES, consultants and professional advisers.

26.2 Throughout the duration of this CONTRACT, the RECIPIENT undertakes to:

26.2.1 maintain YAYASAN's CONFIDENTIAL INFORMATION in strict confidence;

26.2.2 save for the Authorised Recipients, not disclose any of the CONFIDENTIAL INFORMATION to any third parties without YAYASAN's prior written consent;

26.2.3 not use such CONFIDENTIAL INFORMATION for any purpose except on a strictly "need-to-know" basis only in the performance of the WORKS;

26.2.4 implement necessary security measures and operating procedures to provide for the safe custody of the CONFIDENTIAL INFORMATION and to prevent unauthorised access thereto or use thereof;

26.2.5 ensure that each of its Authorised Recipients are informed by way of policy and agreement, that they are bound by obligations required under this CONTRACT;

26.2.6 ensure that where an Authorised Recipient is not an employee, officer or director of the RECIPIENT, the RECIPIENT shall ensure that the Authorised Recipient enters into a separate written non-disclosure agreement with the RECIPIENT on terms no less stringent to the terms under this CONTRACT prior to the disclosure of such CONFIDENTIAL INFORMATION; and

26.2.7 be wholly responsible for the acts and omissions of its Authorised Recipients, in relation to the undertakings of any CONFIDENTIAL INFORMATION disclosed to them.

26.3 All CONFIDENTIAL INFORMATION disclosed shall remain the exclusive property of YAYASAN.

26.4 Return and Destruction of CONFIDENTIAL INFORMATION

26.4.1 Unless otherwise agreed by the parties herein, upon the expiry or early termination of this appointment or at any time at the request of YAYASAN, the RECIPIENT shall:

a) either destroy or return or cause any of its Authorised Recipients to whom disclosure has been made to destroy or return promptly to YAYASAN or, all original and copy documents containing CONFIDENTIAL INFORMATION and destroy all original and copy documents containing analyses, studies, compilations and other materials derived from the CONFIDENTIAL INFORMATION;

b) where such item is stored in electronic form, delete or procure the deletion of the same from any computer or other device in the RECIPIENT'S possession or under its control, or the possession or control of any such Authorised Recipients of the RECIPIENT, or from any cloud system on which it has been stored,

and pending the execution of (a) and (b) above by the RECIPIENT, the provisions of this ARTICLE shall continue to apply to such CONFIDENTIAL INFORMATION. The RECIPIENT shall, upon YAYASAN's request, provide written confirmation in such form as YAYASAN may reasonably request, that the CONFIDENTIAL INFORMATION has been destroyed or deleted.

- 26.5 The obligations stipulated under this ARTICLE 26 shall survive the expiry or early termination of this CONTRACT.
- 26.6 The RECIPIENT acknowledges that in the event of any breach or threat of breach of any of the provisions under this ARTICLE 26 by the RECIPIENT, YAYASAN may suffer substantial losses and damages in which monetary damages cannot adequately remedy. Without prejudice to any other rights it may have, YAYASAN will be entitled to seek and obtain injunctive relief and any other equitable relief for any breach or threat of breach of this CONTRACT in addition to all other remedies available in law.
- 26.7 The RECIPIENT agree that the RECIPIENT will not make any official press release, announcement or other formal publicity relating to the transactions which are the subject of this appointment without first obtaining the prior written consent from YAYASAN.

27. WAIVER

- 27.1 The failure of YAYASAN to exercise or enforce any right, remedy or provision herein this CONTRACT at any time or for any period of time shall not constitute a waiver or in any way prejudice such right, remedy or provision of the CONTRACT.
- 27.2 Any waiver by YAYASAN of its right under the CONTRACT shall not be valid unless it is made in writing and signed by the authorized personnel of YAYASAN.

28. DEFAULT OF THE RECIPIENT

- 28.1 The occurrence of any of the following events shall be deemed a default by the RECIPIENT under this CONTRACT:
 - 28.1.1 The RECIPIENT commits a breach of this CONTRACT and if capable of remedy, fails to remedy that breach within thirty (30) days from the date of the notice from YAYASAN specifying such a breach had occurred or such other period as may be reasonably determined by YAYASAN in the circumstances; or
 - 28.1.2 Any attempted transfer, novation or assignment by the RECIPIENT under this CONTRACT without the prior written approval of YAYASAN; or
 - 28.1.3 The making by the RECIPIENT of an assignment for the benefits of creditors, the filing by or against the RECIPIENT of a petition in bankruptcy or for corporate re-organization, or the appointment of a receiver or trustee for the RECIPIENT or the properties of the RECIPIENT or the RECIPIENT becomes insolvent or suspends payment of its debts generally or is unable to pay its debt as and when the fall due or an order is made or a resolution is passed for the winding-up, liquidation and/or dissolution of the RECIPIENT; or
 - 28.1.4 The failure of the RECIPIENT to satisfy within thirty (30) days of its entry any judgment upon which execution is possible or the attachment of any general liens against the real or personal property of the RECIPIENT; or

- 28.1.5 If the RECIPIENT or its employees, servants or agents is incompetent or has acted in a manner prejudicial to YAYASAN's best interest or has engaged in graft or any malpractices for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or executing of this CONTRACT or any other contract with YAYASAN; or
 - 28.1.6 If the RECIPIENT has failed to deliver the WORKS or part thereof, as required herein, has produced sub-standard WORKS, the WORKS performed and delivered are defective or failed to adhere to any of its duties and obligations under this CONTRACT; or
 - 28.1.7 If the RECIPIENT fails, neglects or refuses to carry out its obligations under this CONTRACT; or
 - 28.1.8 The failure by the RECIPIENT to perform and deliver the WORKS by the due date or failure to rectify or replace the defective WORKS to YAYASAN's satisfaction within the time period stipulated herein; or
 - 28.1.9 The failure by the RECIPIENT and/or its ASSOCIATED PERSON to maintain a valid license and/or registration (if required); or
 - 28.1.10 If the RECIPIENT has failed to comply with YAYASAN's applicable Health, Safety and Environmental (HSE) laws and regulations as per ARTICLE 21 - HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS; or
 - 28.1.11 The RECIPIENT fails, neglects and/or refuses to comply with the YAYASAN's instructions from time to time; or
 - 28.1.12 The RECIPIENT, its employees or agents have committed fraud and/or misrepresentation; or
 - 28.1.13 The RECIPIENT did not comply with any relevant rules, procedures, policies, practices, regulations or any Act, by-laws or enactments as may be in force; or
 - 28.1.14 The RECIPIENT did not comply with the Critical Legal Areas pursuant to ARTICLE 22; or
 - 28.1.15 If the RECIPIENT failed to deliver or collect the rejected goods as enumerated under this CONTRACT (if any).
- 28.2 YAYASAN shall notify the RECIPIENT in writing of any default and the RECIPIENT shall within a period of seven (7) days (date of notice included), or any other period deemed appropriate by YAYASAN commence and complete the appropriate corrective actions.

29. TERMINATION

- 29.1 YAYASAN shall have the right to terminate this CONTRACT by giving thirty (30) days' notice in writing to the RECIPIENT in event of any of the RECIPIENT's default as per ARTICLE 28 above.
- 29.2 YAYASAN may, at any time, terminate or suspend this CONTRACT without cause by giving fourteen (14) Business Days prior written notice to the RECIPIENT that YAYASAN intends to terminate or suspend this CONTRACT.
- 29.3 Upon the effective date of termination, the RECIPIENT shall ensure the following:
 - 29.3.1 That the WORKS have been completely stopped; and
 - 29.3.2 All RECIPIENT'S equipment and their ASSOCIATED PERSON are completely removed and

demobilized from the site (if applicable)

- 29.4 The RECIPIENT shall, within thirty (30) days from the effective date of termination, submit its final invoice for the following:
- 29.4.1 all amounts incurred for the WORKS performed up to the date of termination; and
 - 29.4.2 all auditable expenses resulting directly from the termination to the extent it is authorized in advance by YAYASAN.
- 29.5 In the event of termination hereunder, the Parties shall each be released and discharged from any claims by one against the other in connection with the termination.
- 29.6 YAYASAN shall have the right to terminate this CONTRACT and the CONTRACT with no payment or compensation to the RECIPIENT in event of breach under any of the compliance to law articles.

30. LEGAL COST AND STAMP DUTY

All legal and other professional charges (if any) in respect of the preparation and finalization of this CONTRACT and the stamp duty therein shall be borne by the RECIPIENT.

31. NOTICES

- 31.1 Any notice or communication given under or in connection with this CONTRACT shall be either in English or Bahasa Melayu.
- 31.2 Unless otherwise specifically provided, all notices, declaration and other communications to be given hereunder by either Party to the other shall be given in writing within the required time and shall be sent by electronic mail, mail or messenger, whichever is most appropriate, under the circumstances at such Party's address and shall be deemed given or made, unless the contrary is proved, if by mail, electronic mail or messenger, when received.
- 31.3 If any such notice or communication is received on a day which is not a Business Day in the place where it is received, it will only be effective on the next following Business Day at such place.
- 31.4 Notwithstanding anything to the contrary herein contained, a notice or communication in writing by YAYASAN and actually received by the RECIPIENT shall be an adequate notice or communication to it even if it was not sent to or delivered at its address.

32. ELECTRONIC EXECUTION AND DELIVERY

- 32.1 This CONTRACT may be executed by electronic communication in portable document format (.pdf), whereby the respective electronic transmitted signatures shall have the same effect as manually transmitted signatures.
- 32.2 Delivery of a copy of the CONTRACT or any other document such as notices and/or letters pursuant to the CONTRACT bearing an original or electronic signature by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

33. USE OF YAYASAN'S MARKS

- 33.1 Subject to prior written approval of YAYASAN, the RECIPIENT shall be allowed to use YAYASAN's MARKS in any presentation, documentary and information materials, advertisement, press release, publicity, social media or other publication or broadcasting mediums relating to the WORKS. The RECIPIENT agrees to adhere to all stipulations and guidelines set by YAYASAN as attached in ARTICLE 34 for the use of such YAYASAN's MARKS.
- 33.2 The RECIPIENT represents that it shall not claim any right, title or interest in any of YAYASAN's MARKS or adopt, use or seek or cause to be registered any name or marks that might be identical or confusingly similar to YAYASAN's MARKS or portion thereof. The RECIPIENT shall be responsible for ensuring that the use of YAYASAN's MARKS is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the APPLICABLE LAW and remains distinct and separate from text, brand marks or any other graphic elements.
- 33.3 YAYASAN reserves the right to withdraw such permission and consent at any time. The permission to use YAYASAN's MARKS is on 'as is' basis without any warranties or liabilities whatsoever on the YAYASAN.

34. YAYASAN'S BRANDING GUIDELINES

- 34.1 YAYASAN's brand identity system as specified and approved by YAYASAN which includes the logo, typography, colours and graphic system for backdrop and certificates as stipulated in appendices of this CONTRACT ("**YP's BIS**"), shall be incorporated in **ALL** of the above the line and below the line promotional media and public relations activities related to the WORKS, with 70% prominence on YAYASAN's brand.
- 34.2 The RECIPIENT shall be responsible for the production, maintenance and replacement of the advertising and promotion items including but not limited to any material used in the form of electronic, virtual or physical signages, posters, buntings, brochures and others which are related to the WORKS ("**A&P ITEMS**"), as well as the costs relating to the maintenance and replacement of the A&P ITEMS. The RECIPIENT shall submit the design of the A&P ITEMS prior to the production of such the A&P ITEMS to YAYASAN. The written approval of YAYASAN shall be obtained prior to the design and placement of such items, such approval shall be sought and given within the agreed timeline between PARTIES.
- 34.3 The RECIPIENT shall be responsible and bear the costs for the installation, dismantling and placement of A&P ITEMS, including but not limited to manpower, transportation and storage of such materials. The RECIPIENT shall consult YAYASAN in all matters thereof including the quantity, form, manner, colour, size, display period, location and disposition of the A&P ITEMS.
- 34.4 The RECIPIENT shall use its best endeavors in ensuring that the liveries displaying the YP's BIS are not damaged, adulterated, defaced or misused in any way.
- 34.5 Provided always that the YP's BIS continue to be authorized to be utilized by the RECIPIENT, the YP's BIS shall be featured (but not limited to) on the following items:
- 34.5.1 Stationeries related to the WORKS
 - 34.5.2 marketing / informational / promotional brochures
 - 34.5.3 social media, mobile and online
 - 34.5.4 public relation activities
 - 34.5.5 collaterals e.g. backdrops, banners, invitation cards
- 34.6 The RECIPIENT shall ensure that the YP's BIS is prominently displayed in at least seventy percent (70%) of the available advertising and brand placement space in **ALL** of the A&P ITEMS including at the PROGRAMME's press conference as well as in other branding exposures as detailed in ARTICLE 34.9. All A&P ITEMS shall be in accordance with YP's BIS as may be issued by YAYASAN from time to time.

- 34.7 Any changes in the position, design or the appearance of the A&P ITEMS which has already agreed upon shall require prior written approval from YAYASAN. In the event that changes to the position, design or the appearance of the A&P ITEMS which has already agreed upon, arises from a request of the RECIPIENT or is a consequence of changes in the APPLICABLE LAW, the PARTIES shall agree to suitable alternatives in order to maintain the prominence of the YP's BIS. Cost of such changes shall be borne by the RECIPIENT and the RECIPIENT shall be responsible to ensure that the required changes are put in place.
- 34.8 The RECIPIENT shall procure YAYASAN's prior written consent for any public relation activities which include messaging and any form of content – press releases, speeches, articles, videos, social media posts (graphics, animations, etc.) related to the WORKS.
- 34.9 Subject always to ARTICLE 34.8, the RECIPIENT shall undertake the following public relations activities in relation to the WORKS (including but not limited to):-
- 34.9.1 To mention YAYASAN's participation and involvement in the WORKS;
- 34.9.1.1 any speeches by the local leaders or VIPs during the course of the WORKS;
- 34.9.1.2 any visual / audio media interviews conducted with beneficiaries / local leaders / partners / VIPs;
- 34.9.1.3 the RECIPIENT website, stating the nature of YAYASAN's involvement and the WORKS;
- 34.9.1.4 the social media posts by the RECIPIENT, to include #hashtag, liking / following / subscribing to YAYASAN's social media pages.
- 34.9.2 To include and adhere to the YP's BIS:
- 34.9.2.1 on any uniforms / attire worn by staff, contractors or volunteers of the RECIPIENT while performing the WORKS.
- 34.9.2.2 in all visual A&P ITEMS including but not limit to video / montage / press conference / digital board / photography / social media posts / printed materials / website in relation to the WORKS;
- 34.9.2.3 on every page of the printed materials in relation to the WORKS including but not limited to the final report, brochures, annual reports, newsletters, certificates, infographics and presentation slides.
- 34.9.2.4 on the stationaries and collaterals including but not limited to the door gifts, trophies or mementoes for any winner or recipients of any competition or awards related to the WORKS;
- 34.9.3 To post / repost at least once (1) a week throughout the CONTRACT PERIOD on social media created by either PARTY, in relation to the WORKS and to explicitly mention / tag YAYASAN in the post.
- 34.9.4 To prepare one (1) video for every quarter throughout the CONTRACT PERIOD featuring the beneficiaries of the WORKS and to include the stories, activities and impact of the WORKS.
- 34.9.5 To include a single acknowledgement page with a short write up about the nature of the contribution and partnership by YAYASAN and the RECIPIENT in ALL printed material related to the WORKS

including but not limited to the interim or annual reports, newsletters, daily news briefs, updates and other such communications materials developed by the RECIPIENT;

34.9.6 To prepare and submit a summary report on communications activations / A&P ITEMS produced every 6 months throughout the CONTRACT PERIOD.

34.10 Upon request by YAYASAN, the RECIPIENT shall promptly provide all the information related to the activation of the A&P ITEMS and YP's BIS related to the WORKS.

34.11 Any changes or revision to this ARTICLE shall be notified by YAYASAN to the RECIPIENT accordingly.

34.12 The obligation stipulated under this ARTICLE shall survive the expiry or early termination of this CONTRACT.

[END OF ARTICLE]