

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall bear the meanings ascribed to it:

- "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;
- "Agreement"** Means this Grant Agreement including its attachments and any supplementary, revision or amendment made thereto from time to time;
- "Agreement Period"** Shall have the same meaning ascribed to it in Clause 2.1;
- "Associated Person"** means a Person associated with the either of the Party including, but not limited to any of its employees, agents, contractors, sub-contractors, consultants, representatives, and agents;
- "Applicable Laws"** 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 in relation to this Agreement;
- "Beneficiaries"** Means the beneficiaries of the Programme i.e, which will be identified, evaluated, and selected by Grantee;
- "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;
- "Confidential Information"** means information in any form or medium (whether oral, written, electronic or any other form) that a Party (as a **"Disclosing Party"**) considers confidential or proprietary, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing, in each case to the extent it is: (a) if disclosed in writing or other tangible form or medium, marked "confidential" or "proprietary"; or (b) if disclosed orally or in other intangible form or medium, identified by the Disclosing Party or its representative as confidential or proprietary, but does not include information which:
- i. is available to the general public (other than through a breach of this Agreement by the Party receiving such information (**"Receiving Party"**));
 - ii. becomes, at a later date, available to the general public (other than as a result of a breach of this Agreement) and then only after the later date;

- iii. the Receiving Party can show (i) was in its lawful possession before the information was provided by or on behalf of the Disclosing Party without breach of any confidentiality undertaking; or (ii) with conclusive proof that it was developed independently by the Receiving Party without recourse, reference to, or use of the information provided by or on behalf of the Disclosing Party;
- iv. is disclosed to the Receiving Party on a non-confidential basis by a third party who has the lawful right to disclose the information to the Receiving Party without breach of any confidentiality undertaking;
- v. is required to be disclosed by law to any governmental, statutory, regulatory, or judicial authority provided however that the Receiving Party uses reasonable efforts to promptly provide to the Disclosing Party notification of the existence and circumstances surrounding such required disclosure so that an appropriate protective order and/or other action can be taken, if possible, and the Receiving Party shall not affect any disclosure which is more extensive than required; or
- vi. is required to be disclosed by the Receiving Party to its solicitors, auditors, and professional advisors for the purposes of the Receiving Party fulfilling its obligations under this Agreement or its statutory obligations, provided the Receiving Party shall not affect any disclosure which is more extensive than required;

"Data Protection Law"	refers to the Applicable Laws relating to regulation of the Processing of Personal Data and matters connected therewith and incidental thereto (including the PDPA);
"Defaulting Party"	Shall have the same meaning ascribed to it in Clause 17.4.1;
"Effective Date"	Means the commencement date of this Agreement ;
"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;
"Grant Amount"	means the amount which shall be funded by YP to Grantee for the implementation of the Programme at the maximum amount of Ringgit Malaysia _____ (RM _____) only;
"Intellectual Property"	includes copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks (including names, labels, get-up, colour schemes, logos, patterns or other identifying marks), registered and

unregistered designs, circuit layouts, proprietary and other software, Confidential Information, trade secrets, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, together with all right, interest, or license in or to any of the foregoing;

"PDPA"	the Malaysian Personal Data Protection Act 2010, the applicable regulations, subsidiary legislation, guidelines, orders related thereto, and any statutory amendments or re-enactments made of the PDPA from time to time;
"Person"	means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity;
"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;
"Programme"	Shall have the same meaning ascribed to it in Recital C;
"Process" or "Processes" or "Processing"	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;
"Report"	Shall have the same meaning ascribed to it in Clause 13.1;
"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.
"Service Tax"	Means the tax imposed on taxable services provided by taxable person in Malaysia effective 1 September 2018 as set out in the Service Tax Act 2018;
"Steering Committee"	Means the committee established pursuant to Clause 7 of this Agreement;
"Tax" or "Taxes"	Means all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and

contributions, imposed or that maybe 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 duration of this Agreement, excluding Customs Charges, Goods and Services Tax and stamp duty;

"Works" Shall have the same meaning ascribed to it in Clause 3.2.3;

"YP's Mark" Means the name, symbol and/or trademarks, logos, designs, emblems, insignia, copyright, slogans, and other proprietary rights owned by YP, authorized to be used by, licensed to, or made available to YP.

- 1.2 Any reference to any statute or legislation shall, unless otherwise indicated, be a reference to the statutes of Malaysia and include any statutory modification or re-enactment thereof.
- 1.3 Any reference to a clause, paragraph, sub-paragraph, or attachment is, except where it is expressly stated to the contrary, a reference to such clause, paragraph, sub-paragraph, or attachment of or to this Agreement.
- 1.4 References to "RM" and "Ringgit" are to the lawful currency of Malaysia.
- 1.5 References to "this Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified, or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies, or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
- 1.6 The Appendices to this Agreement are integral to and shall form part of this Agreement.
- 1.7 Clause headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 1.8 Whenever this Agreement refers to a number of days, such reference shall be to calendar days unless business days are specified.

2. TERM

- 2.1 This Agreement shall be effective for a period of xxx months, commencing from the Effective Date, unless extended for a further period as mutually agreed in writing by both Parties ("**Agreement Period**").
- 2.2 In the event either Party intends to extend this Agreement, the Party shall notify in writing of its intention to the other Party, ninety (90) days prior to the expiry of this Agreement.
- 2.3 Subject to any extension under Clause 2.2 above, this Agreement shall automatically lapse on the expiry of the Agreement Period. Unless there are specific obligation which is required to be performed by Grantee after the expiration of the Agreement Period, 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 thereafter.

3. OBJECTIVES AND PURPOSES OF THIS AGREEMENT

- 3.1 The purpose of the Parties entering into this Agreement is to agree on the arrangement pertaining to the provision of the Grant Amount by YP for the implementation of the Programme by Grantee.
- 3.2 The Parties agree as follows:

3.2.1 YP intends to collaborate with Grantee on the Programme as part of its initiative pertaining to their corporate social responsibility programme; and

3.2.2 Grantee shall be responsible to implement and complete the works related to the Programme as specified in Attachment 1 of this Agreement ("**Works**");

all in accordance with the terms of this Agreement.

3.3 This Agreement 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, to achieve the objectives and purposes of this Agreement.

4. THE GRANT AMOUNT

4.1 In consideration of and subject to Grantee's undertakings hereunder, YP hereby agrees to:

4.1.1 make available the Grant Amount to Grantee as more particularly described in the cost breakdown as stipulated in Attachment 2 herein; and

4.1.2 remit the Grant Amount in accordance with the terms of this Agreement, to Grantee who is responsible for disbursing the Grant Amount to the service provider (if any) pertaining to the Programme during the Agreement Period, and Grantee hereby accepts the Grant Amount at its own risk, cost, and expense.

4.2 YP shall make available the Grant Amount to Grantee throughout the Agreement Period based on the following terms and conditions:

4.2.1 The Grant Amount or any part or portion thereof which has been disbursed to Grantee but remains unutilized at the end of the Agreement Period shall be refunded to YP and cancelled from the total Grant Amount, unless if both Parties agree in writing to extend the Agreement Period in accordance with Clause 2.2.

4.2.2 The Grant Amount or any part or portion thereof which has yet to be disbursed by YP or remains unbilled at the end of the Agreement Period, shall be cancelled, and deducted from the total Grant Amount, unless if both Parties agree in writing to extend this Agreement in accordance with Clause 2.2.

4.2.3 YP shall continue to provide the remaining unutilized Grant Amount for the Programme in the event where this Agreement is extended in accordance with Clause 2.2.

4.3 If the Beneficiaries and/or scope of the Programme or Works is reduced due to whatsoever reasons including the inability to achieve the KPI set in Appendix 1, YP may reduce the Grant Amount to correspond with the reduction of the number of Beneficiaries, scope of the Programme or Works or KPI, which shall be based on the actual number of Beneficiaries, scope of the Programme or Works or KPI.

5. PURPOSE AND USE OF THE GRANT AMOUNT

5.1 The Grant Amount or any portion thereof, shall be used solely for the purpose of the Programme as set out in Attachment 1, and under no circumstances shall it be used for any other purpose. Any other cost and expenses incurred by Grantee in the implementation of the Programme more than the Grant Amount shall be borne by Grantee.

5.2 If Grantee is found to have breached any of the terms of this Agreement, YP shall be entitled to have the unutilized portion of the disbursed Grant Amount refunded to YP within thirty (30) days from the date of written request submitted to Grantee, subject always that both Parties shall pursue to resolve any dispute amicably within a mutually agreed period.

6. DISBURSEMENT OF THE GRANT AMOUNT

6.1 Grantee shall submit to YP the invoice after it has executed and completed the progressive stage of the Programme as set out in Attachment 2.

6.2 YP shall disburse to Grantee the relevant amount from the Grant Amount based on the invoice submitted under Clause 6.1, subject to YP receiving from Grantee a complete document certifying the completion of the whole or part of the Programme or particular items as set out in Attachment 2.

7. ESTABLISHMENT OF STEERING COMMITTEE

7.1 For the purpose of ensuring the smooth implementation of the Programme within the Agreement Period and the management of the Grant Amount, Grantee shall establish a Steering Committee which shall consist of representatives from:

7.1.1 Grantee; and

7.1.2 YP, with veto rights on matters that are related to Grant Amount.

7.2 The terms of reference and membership of the Steering Committee shall be as per detailed in Attachment 3 of this Agreement.

8. YP'S OBLIGATIONS

8.1 In furtherance of its obligations in this Agreement and for the purposes of the Programme, YP hereby agrees and undertakes:

8.1.1 To disburse the relevant amount of the Grant Amount to Grantee subject to and pursuant the terms and conditions of this Agreement;

8.1.2 To assign representative(s) as the member(s) of Steering Committee;

8.1.3 To deliberate, provide decisions, approve, and monitor the implementation of the Programme, under the governance of the Steering Committee; and

8.1.4 To provide YP's Branding Guidelines which outlines the processes and procedures on the usage of YP's Mark for the purpose of this Agreement and as more particularly described in Attachment 4.

8.2 YP shall also undertake all such other obligations which are necessary and to exercise all such powers and authorities which are within its capacity and capability for the purposes of facilitating the implementation of the Programme.

9. GRANTEE'S OBLIGATIONS

9.1 Grantee shall at its own risks, costs and expenses carry out the Works as per in Attachment 1 of this Agreement and in compliance with the Applicable Laws.

10. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

10.1 Each Party represents and warrants to the other Party, that:

10.1.1 it has full legal right, authority, and power to enter into this Agreement and carry out the obligations herein and all appropriate and necessary action has been taken to authorize the execution of this Agreement;

10.1.2 this Agreement constitutes its legal, valid, and binding obligations enforceable against it in accordance with its terms;

- 10.1.3 the execution, delivery, observance, and performance of its obligations under this Agreement does not contravene, conflict with or amount to a default under its constitution or any provision of any Applicable Laws;
- 10.1.4 no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its final or other obligations under this Agreement; and
- 10.1.5 no corruption or unlawful or illegal activities or practices have been used to secure this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Intellectual Property rights in respect of all materials including without limitation all current and future copyrights, patents, trademarks, rights in databases, inventions or trade secrets, know-how, rights in designs, integrated circuit, topographies, trade and business names, domain names, marks and devices (whether such applications can be made) which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world, any brand names, trademarks, services, products, hardware and software used by the Parties in the context of this Agreement shall remain vested in the Party from which it originated or which has acquired the same. Unless agreed otherwise in writing, nothing in this Agreement shall confer or be deemed to confer on either Party any rights in or license to use any Intellectual Property rights of the other Party.
- 11.2 Save for the Intellectual Property rights which have been obtained or consented through this Agreement, the Parties shall not be entitled under the terms of this Agreement to use the Intellectual Property rights of the other Party's services and products without the prior written consent of the other Party.

12. USE OF YP'S MARKS

- 12.1 Grantee shall use YP's Marks in any presentation, documentary and information materials, advertisement, press release, publicity, social media or other publication or broadcasting mediums relating to the Programme. Grantee agrees to adhere to all stipulations and guidelines set by YP as attached in Attachment 4 for the use of such YP's Marks.
- 12.2 Grantee represents that it shall not claim any right, title, or interest in any of YP's Marks or adopt, use or seek or cause to be registered any name or marks that might be identical or confusingly similar to YP's Marks or portion thereof. Grantee shall be responsible for ensuring that the use of YP's Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the Applicable Laws and remains distinct and separate from text, brand marks or any other graphic elements.
- 12.3 YP reserves the right to withdraw such permission and consent at any time. The permission to use YP's Marks is on 'as is' basis without any warranties or liabilities whatsoever on the YP.

13. RECORD-KEEPING, REPORTING AND SITE-VISIT

- 13.1 Grantee shall maintain supporting documents, including receipts, drawings, plans, submissions, and financial records of incurred costs for the Programme which involves utilization of the Grant Amount (the "**Report**").
- 13.2 Grantee shall submit the Report to YP in the time frame as indicated in Attachment 1 or as and when requested by YP subject always to a two (2) weeks prior notice in writing from YP.
- 13.3 YP may from time to time, upon reasonable notice to Grantee, send, and Grantee shall receive, its authorized representatives to visit the relevant locations of the Programme to observe the activities in regard to the operation and performance of both parties under this Agreement.

14. TAX

14.1 Taxes

- 14.1.1 Each Party shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it in connection with this Agreement. All TAXES levied on each Party shall be for the account of Each Party and shall not be reimbursed by the other Party.
- 14.1.2 Each Party shall protect and indemnify the other Party and hold the other Party 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 each Party or its sub-Contractors or against the Other Party for or on account of any payment made to or earned by Each Party in connection with this Agreement.
- 14.1.3 Each Party further shall protect and hold the other Party harmless from all TAXES assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by the Parties employees, or employees of its sub-contractors, and all TAXES assessed or levied against, on or for account of any property or equipment of Each Party or its sub-contractors.
- 14.1.4 Each Party shall indemnify the other Party 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 any Party or its sub-contractors to comply with applicable tax reporting, return, or other procedural requirement with respect to the Agreement. This indemnity shall include without limitation all penalties, awards, and judgments; court and arbitration costs; legal fees; and other reasonable expenses associated with such claims, demands, and causes of action.
- 14.1.5 Each Party shall give prompt notice to the other Party of all matters pertaining to non-payment, payment under protest or claim for immunity or exemption from any TAXES.
- 14.1.6 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 Agreement 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 Agreement, then the party receiving the refund or credit agrees to refund to that other party the full amount of such refund or credit.
- 14.1.7 In the event that either Party is a foreign incorporated company and by virtue of its activities related to the provision of services is considered to have a permanent establishment in Malaysia or in any other country, either Party shall be solely liable or responsible for the following:
- i. Any liability for TAXES
 - ii. Any and all other costs incurred by Grantee due to the creation of a permanent establishment
 - iii. Any tax and other filing obligation occasioned by the creation of the permanent establishment

14.2 Service Tax

- 14.2.1 Where Service Tax is applicable to any services rendered by Grantee under the Agreement, YP shall be responsible for and pay the Service Tax when invoiced by Grantee for taxable services rendered in accordance with the Agreement, provided that Grantee shall provide YP, a copy of valid Service Tax registration approval letter issued by the Royal Malaysian Customs Department ("**RMCD**") confirming that Grantee is registered under the applicable Act as a taxable person providing taxable services, Grantee shall also provide YP the applicable Service Type Code for each of the taxable services provided.
- 14.2.2 Service Tax amount shall be separately stated from the prices and/or rates and shall be separately itemized in the invoice.

14.2.3 Grantee shall protect and indemnify YP and hold YP safe and harmless from any and all claims, demands and causes of action in respect of Service Tax and penalties made against YP by the RMCD including but not limited to awards, and 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 Grantee.

15. INSURANCE

Grantee shall be fully responsible and shall ensure all insurances relevant related to the implementation of the Programme are in place and effective throughout the Agreement Period.

16. LIABILITY AND INDEMNITY

16.1 Grantee shall indemnify and keep YP fully indemnified from and against all actions, suit, claims, or demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which YP may become liable in respect of or arising from the breach of obligations by Grantee under this Agreement.

16.2 YP shall not be liable for any unfortunate incidents incurred during or under the Programme.

16.3 The Parties shall not in any way be liable for any incidental, consequential, indirect, punitive, or special damages related to this Agreement regardless of the nature of the claim, including, without limitation to loss of profits, costs for delay or business interruption, suffered by the Party under this Agreement.

17. TERMINATION

17.1 Termination for Breach

This Agreement may be terminated by any Party by giving thirty (30) days written notice to the defaulting Party in the event that:

17.1.1 Grantee commits a breach of any of its obligations under this Agreement and does not remedy such breach (if the same is capable of remedy) within fourteen (14) days of being required by written notice to do so;

17.1.2 Grantee misappropriates the Grant Amount. For the purpose of this clause, misappropriation of Grant Amount shall include, but not limited to, where the Grant Amount is utilised for purposes (a) other than for the Programme without prior consent from YP or (b) in breach of or may lead to breach of any Applicable Laws;

17.1.3 Grantee acts in bad faith or otherwise engage in any conduct which are seriously prejudicial to this Agreement or to the YP or its Affiliates;

17.1.4 Grantee discontinues the implementation of the Programme.

17.2 Termination by YP

YP may terminate this Agreement without assigning any reason by giving thirty (30) days prior written notice to Grantee.

17.3 Termination by Grantee

Grantee may terminate this Agreement subject to prior written approval from YP (which shall unreasonably be withheld) and the following conditions:

- 17.3.1 providing thirty (30) days prior written notice to YP of its intention to terminate the Agreement; and
 - 17.3.2 providing reasonable grounds for the termination.
- 17.4 Termination on Corruption, Unlawful or Illegal Activities
- 17.4.1 Notwithstanding any provisions of this Agreement and without prejudice to any other rights of the Parties, if any Party, its personnel, servant, agent, or employee is convicted by a court of law for corruption or unlawful activities in relation to this Agreement (the "Defaulting Party"), the non-Defaulting Party shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the relevant Party.
 - 17.4.2 Upon such termination, the non-Defaulting Party shall be entitled to claim from the Defaulting Party all losses, costs, damages, and expenses (including any incidental costs and expenses) incurred by the non-Defaulting Party arising from such termination.
- 17.5 Mutual Termination
- Both Parties may mutually agree to terminate this agreement in writing by giving three (3) months written notice of its intention to mutually terminate this Agreement.
- 17.6 Consequences of Termination
- In the event of the termination of this Agreement:
- 17.6.1 Parties shall be discharged from performing any future acts in respect of this Agreement;
 - 17.6.2 All rights and liabilities of a Party against the other Party shall terminate save for any rights that may accrue due to any prior breach of this Agreement;
 - 17.6.3 Neither Party shall be entitled to loss of profit, economic loss and consequential loss;
 - 17.6.4 Termination or expiration of this Agreement shall not affect any accrued rights, existing commitments or the contractual provisions pertaining to Clause 11, 16 and 18 which are intended to survive the termination of expiry of the Agreement;
 - 17.6.5 Unless otherwise agreed by YP, all materials using the YP's Marks shall cease to be used by the Grantee and the Grantee shall, at its own costs, remove YP's Marks from any or all of its materials;
 - 17.6.6 Grantee to refund back to YP the unutilized portion of the Grant Amount at the date of termination within fourteen (14) days from the date termination

18. CONFIDENTIALITY

- 18.1 The Parties agree that in respect of the Confidential Information of the other Party disclosed to it under this Agreement, it shall:
- 18.1.1 protect the Confidential Information disclosed to it with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature;
 - 18.1.2 use the Confidential Information only for purposes of this Agreement and as may be prescribed by law and reproduce the Confidential Information only to such extent; and
 - 18.1.3 restrict disclosure of the Confidential Information to their respective employees that requires

knowledge of such information (and to cause such employees to sign a similar instrument of confidentiality containing terms no less restrictive those stated herein), and not disclose the Confidential Information to any third Party without prior written approval of the disclosing Party. In case of such permitted disclosure, the Parties agree to cause such third party to sign a similar instrument of confidentiality containing terms no less restrictive than those stated herein.

- 18.2 The Parties further agree to promptly advise each other in writing of any misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps reasonably requested by the disclosing Party to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.
- 18.3 This confidentiality undertaking shall survive the expiry and/or termination of this Agreement. The Parties shall, upon the expiry or termination of this Agreement take all necessary steps to destroy, expunge or return any Confidential Information received if so requested by the disclosing Party.
- 18.4 Notwithstanding any other terms in this Agreement, the confidentiality obligations under this clause will not apply to Confidential Information which: -
- 18.4.1 is or becomes publicly known or within the public domain without any breach of the confidentiality undertakings herein;
 - 18.4.2 has been or is subsequently disclosed to the receiving Party by a third Party that is not under an obligation of confidence under this Agreement;
 - 18.4.3 is subsequently ordered to be disclosed pursuant to a court, regulatory authority, or other governmental authority of competent jurisdiction; or
 - 18.4.4 is required to be disclosed in order to comply with any applicable law, order, regulation, official guideline or ruling.

19. COMPLIANCE TO CRITICAL LEGAL AREAS

19.1 Anti-Bribery and Corruption, Anti-Money Laundering

- 19.1.1 Grantee shall comply, and/or shall procure that its Associated Person who are performing the Works in connection with this Agreement to comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Malaysian Anti-Corruption Commission Act 2009, and regulations and any relevant anti-money laundering and/or anti-corruption policies and documents provided by YP (including the provisions of the PETRONAS Code of Business Ethics ("CoBE") relevant to YP 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>. Grantee also undertakes that it has conducted and will continue to conduct their businesses and/or activities in compliance with all Applicable 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 Applicable Laws.
- 19.1.2 Grantee must notify YP 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 Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable anti-money laundering and Applicable Laws.
- 19.1.3 If Grantee breaches this Clause, YP shall be fully entitled to terminate this Agreement without any liability howsoever with written notice with immediate effect. Grantee shall hold YP harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by the

Grantee, its Associated Persons who are performing the Works in connection with this Agreement.

19.1.4 Upon request in writing by YP, Grantee shall within, three (3) business days, provide YP with documentation evidencing compliance of its obligations under the Applicable Laws. If YP reasonably suspects that there is a breach of any obligation under this Clause, YP or a third party appointed by YP shall have the right to immediately access and take copies of all records and other information relating to this Agreement held at the Grantee's premises and meet with the Grantee's personnel to audit the Grantee's compliance with its obligations under this Clause and Grantee shall provide all necessary assistance to the conduct of such audit by YP or such third party. If the audit reveals a breach of any obligations under this Clause and any Applicable Laws, Grantee will bear the cost of such audit and any remedial actions necessary to ensure compliance with this Clause and indemnify and hold harmless YP in respect of such breaches.

19.2 Human Rights

19.2.1 Grantee warrants and undertakes that it will use their best efforts to abide by best practices aligned with the Applicable Laws concerning human rights.

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

19.3 Personal Data Protection

19.3.1 Grantee represents, warrants, and undertakes to fully comply with all Data Protection Law in Processing Personal Data in connection with this Agreement.

19.3.2 Grantee agrees to immediately notify YP 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 Law.

19.3.3 Where YP discloses any Personal Data to Grantee, Grantee shall:

19.3.3.1 employ appropriate safeguards to ensure compliance with the Data Protection Law, including the implementation of administrative, organisational, physical and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by YP;

19.3.3.2 only Process the Personal Data for purposes relating to the Agreement and shall strictly comply with all directions given by YP in respect of the same;

19.3.3.3 not disclose the Personal Data to any third parties, or transfer any Personal Data without YP's prior written consent; and

19.3.3.4 procure any third party that Processes the Personal Data on behalf of Grantee to agree in writing to the same terms that Grantee agrees to in this Clause.

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

19.4 Competition Law

- 19.4.1 Grantee shall comply, and/or shall procure that its Associated Person who are performing the Works in connection with this Agreement to comply, with all applicable Competition Laws.
- 19.4.2 Grantee agrees to promptly notify YP of any suspected or occurrence of infringement of any Competition Laws in connection with this Agreement. YP reserves the right to suspend indefinitely or terminate this Agreement without any liability howsoever with written notice with immediate effect in the event of notification of suspected or actual infringement of Competition Laws.
- 19.4.3 If Grantee breaches this Clause, YP shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with immediate effect. Grantee shall hold YP harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by Grantee and its Associated Person who are performing the Works in connection with this Agreement.
- 19.4.4 Grantee must notify YP 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 Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable Competition Laws.

20. GOVERNING LAW & DISPUTE RESOLUTIONS

- 20.1 This Agreement is governed by and shall be construed in accordance with the laws of Malaysia.
- 20.2 Any matter, dispute of claim arising out of, or relating to, this Agreement or the breach or termination hereof, which cannot be agreed upon by the parties, or cannot be settled amicably by the parties, that matter dispute or claim shall be referred to the Malaysian Courts.

21. FORCE MAJEURE

- 21.1 No Party shall be in breach of this Agreement by reason of a failure to perform or any delay in performing any terms or conditions hereof (other than with respect to the payment of money) where such failure or delay arises from an event of Force Majeure.
- 21.2 An Event of Force Majeure shall mean the occurrence of an event, condition or circumstances beyond the reasonable control and without the fault, omission or negligence of the Party concerned or any subsidiary, employee, representative or agent thereof which that Party is reasonably unable to prevent, avoid, mitigate or remove and such an event causes breach, delay, interference or disruption in the performance by the Party of any of its obligations under this Agreement and such events may include, but not limited to, revolutions, civil commotion, riots, wars, terrorism, hostilities, sabotage, armed conflict, acts of God, natural catastrophes, strikes, lock-outs, labour disputes or other industrial disturbances, the binding orders of any government or Governmental Authority.
- 21.3 The Party so delayed or prevented shall as soon as possible after the event, notify the other Party in writing stating the cause of the delay or prevention and its likely duration and the Party so affected shall endeavour to do all that is reasonable within its power to remove or overcome such cause and resume its performance hereunder.
- 21.4 If the Force Majeure event continues for a period of more than six (6) months or any extension thereof as mutually agreed by the Parties, either Party may terminate this Agreement, by giving fourteen (14) days written notice of its intention to terminate, to the other Party, whereupon the effects of Clause 17.4 shall be applicable.

22. MISCELLANEOUS

- 22.1 Time is of The Essence

Time whenever mentioned in this Agreement is of the essence of this Agreement.

22.2 Notices

Unless otherwise specifically provided, all notices, requests and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally, sent by registered mail or email, and addressed to:

YP

Address: Level 71, Tower 1,
PETRONAS Twin Towers,
Kuala Lumpur City Centre
50088 Kuala Lumpur.

Attention to: CEO of Yayasan PETORNAS

E-mail:

GRANTEE

Address:

Attention to:

E-mail:

22.3 Language

All notices and other communications under or in connection with this Agreement shall be in English.

22.4 Cost and Stamp Duty

Each Party shall bear their own costs in relation to the preparation and finalization of this Agreement. Grantee shall bear the stamp duty payable on this Agreement.

22.5 Waiver

No failure or delay on the part of any Party in exercising nor any omission to exercise any right or remedy accruing under this Agreement shall impair any such right or remedy or be construed as a waiver thereof.

22.6 Amendment

No provision of this Agreement may be amended or waived other than by an instrument signed by each of the Parties hereto.

22.7 Assignment

No Party shall be entitled to assign this Agreement without the prior written consent of the other Parties, which shall not be unreasonably withheld.

22.8 No Partnership or Agency

Nothing in this Agreement shall create or be deemed to create an association, a partnership or principal and agent relationship between the Parties hereto or entitle either Party hereto to commit or bind the other Party

in any manner other than expressly contained in this Agreement.

Except as expressly approved by YP in writing, Grantee will have no authority to act for or incur any obligation on behalf of YP, or its related companies, and Grantee will not make any representation of having such authority.

22.9 Severability

If any of the terms or provisions of this Agreement becomes invalid or unenforceable and provided that such invalid or unenforceable provision does not nullify the underlying intent of this Agreement and is severable from the other terms and provisions of this Agreement then, such term and/or provision of this Agreement shall be omitted from this Agreement and the other terms and provisions of this Agreement shall remain in full force and effect. If such severance substantially affects or alters the commercial basis or objectives of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

22.10 Electronic Signature

This Agreement may be executed by electronic communication and the parties agree that their electronic transmitted signatures shall have the same effect as manually transmitted signatures.

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