

1. DEFINITIONS AND INTERPRETATIONS

1.1. The following definitions shall apply to this CONTRACT except where the context otherwise requires:

- 1.1.1. **"AFFILIATES"** means any company or other entity that directly or indirectly through one or more intermediary, controls or is controlled by or is under common control with a Party to this CONTRACT. "Control" in this context means ownership of more than fifty percent (50%) of the voting stock of the controlled company.
- 1.1.2. **"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.
- 1.1.3. **"CHANGE NOTICE"** means a document or any written notification to be issued by the CONTRACTOR to the COMPANY for approval, before embarking into any changes to the CONTRACT, advising the COMPANY on the proposed change with full justification along with indicative costs estimate and notification of schedule impact.
- 1.1.4. **"CHANGE ORDER"** means a document to be issued by the COMPANY which sets forth mutually agreed changes to the CONTRACT pursuant to a CHANGE ORDER PROPOSAL and the basis on which the CONTRACTOR will be compensated for the change (if applicable) and each CHANGE ORDER shall be deemed to incorporate the terms and conditions of the CONTRACT.
- 1.1.5. **"COMPANY"** means YAYASAN PETRONAS.
- 1.1.6. **"COMPANY REPRESENTATIVE"** means the person authorized by the COMPANY as stipulated in **EXHIBIT [•]**.
- 1.1.7. **"COMPETITION LAW"** means all APPLICABLE LAW that are 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.
- 1.1.8. **"CONFIDENTIAL INFORMATION"** means all trade secrets, INTELLECTUAL PROPERTY RIGHTS, documents, manuals, drawings, specifications, letters, facsimile or any other material containing any information or records, whether marked confidential or otherwise, whether or not related to the WORK, at any one time disclosed to the CONTRACTOR by or on behalf of the COMPANY in writing, drawing, computer program or in any other way or acquired by the CONTRACTOR from the COMPANY including data derived therefrom to the extent that such knowledge and information at the time of such disclosure or acquisition is not:-
- 1.1.8.1. already in the possession of the CONTRACTOR; or
 - 1.1.8.2. part of or become part of public knowledge or literature; or
 - 1.1.8.3. received by the CONTRACTOR from a third party having no obligation of secrecy with respect thereto.
 - 1.1.8.4. Is developed independently by the CONTRACTOR or any of its employees, agents or representatives who had no access to the CONFIDENTIAL INFORMATION provided by the other Party.
- 1.1.9. **"CONTRACT"** means the contract entered into between the COMPANY and the CONTRACTOR for the WORKS in accordance with the terms and conditions contained herein including all Articles, Exhibits and any other documents attached hereto or incorporated by reference including any subsequent amendments to them.
- 1.1.10. **"CONTRACT PERIOD"** means the period as stated in **ARTICLE 5 – CONTRACT PERIOD**.
- 1.1.11. **"CONTRACT PRICE"** means the agreed amount or rates to be paid to the CONTRACTOR as stated in **EXHIBIT [•]**.
- 1.1.12. **"CONTRACTOR"** means the party entering into this CONTRACT with the COMPANY for the performance of the WORKS as set forth in this CONTRACT.

- 1.1.13. **“CONTRACTOR REPRESENTATIVE”** means the person authorized by the CONTRACTOR as stipulated in **EXHIBIT [●]**.
- 1.1.14. **“EFFECTIVE DATE”** means [●].
- 1.1.15. **“EXTENDED PERIOD”** shall have the same meaning ascribed to it in **ARTICLE 5.2**.
- 1.1.16. **“GOODS”** means the equipment, materials or products to be purchased, rented or leased to the COMPANY in relation to the WORKS, as specified herein in **EXHIBIT [●]**.
- 1.1.17. **“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;
- 1.1.18. **“GROSS NEGLIGENCE”** means any act or failure to act (whether sole, joint or concurrent) by any person or entity which was in reckless disregard of or in wanton indifference to, which cause harmful consequences that such person or entity knew, or should have known, such act or failure would have, including on the safety or property of another person or entity.
- 1.1.19. **“INTELLECTUAL PROPERTY”** means any copyright, patent, design, trademark, application to register any of the aforementioned rights, trade secrets, rights in know-how, and any other intellectual or industrial property right of any nature whatsoever subsisting in any part of the world.
- 1.1.20. **“NEGLIGENCE”** means any action or omission to do something, which a prudent and reasonable man, guided upon those considerations which ordinarily regulate the conduct of human affairs, would do or not do.
- 1.1.21. **“ORDER”** means Purchase Order, Release Order, Service Order, Work Order or other similar document issued by the COMPANY to the CONTRACTOR within the CONTRACT PERIOD or the EXTENDED PERIOD, for the execution of WORKS.
- 1.1.22. **“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.
- 1.1.23. **“PERSONAL DATA”** 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.
- 1.1.24. **“PROCESS” or “PROCESSES” or “PROCESSING”** collecting, recording, holding or storing PERSONAL DATA or carrying out any operation or set of operations on the PERSONAL DATA, including (a) the organization, adaptation or alteration of PERSONAL DATA; (b) the retrieval, consultation or use of PERSONAL DATA; (c) the disclosure of PERSONAL DATA by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure or destruction of PERSONAL DATA.
- 1.1.25. **“SANCTIONS LAW”** 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 –
- (a) the United Nations;
 - (b) Malaysia;

- (c) the European Union;
 - (d) the United Kingdom (including those administered by HM Treasury);
 - (e) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);
- 1.1.26. **“SENSITIVE PERSONAL DATA”** 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.
- 1.1.27. **“SUB-CONTRACT”** means any contract between the CONTRACTOR and the SUB-CONTRACTOR, as approved in writing by the COMPANY, for the performance of any part of the WORKS.
- 1.1.28. **“SUB-CONTRACTOR”** means any Party or Parties registered and/or licensed by the COMPANY, that has or have entered into a contract with the CONTRACTOR, for the performance of any part of the WORKS.
- 1.1.29. **“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 maybe imposed by law, regulations or trade union contracts, which are enforced by or on behalf 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 the CONTRACT, excluding Custom Charges and stamp duty.
- 1.1.30. **“WILFUL MISCONDUCT”** means any action or omission which was intended to result in and/or willful disregard to harmful consequences, including, without limitation, harm to health, safety, or property.
- 1.1.31. **“WORKS”** means the work to be performed and rendered by the CONTRACTOR, as expressly set forth in this CONTRACT, which is more particularly described in **EXHIBIT [●]** attached herein.
- 1.1.32. **“SITE”** means the areas or places as designated by the COMPANY where the WORKS is to be performed or delivered, as further specified in **EXHIBIT [●]**.
- 1.2. Interpretations
- 1.2.1. All headings, indexes, titles, subtitles, subheadings, words that are bold, italicized, capitalized or otherwise emphasized are for ease of reference only and such emphasis should not be taken into consideration in the interpretation or construction of this CONTRACT.
- 1.2.2. Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.2.3. Words denoting a natural person include any body or person corporate or incorporated.
- 1.2.4. The terms “hereof”, “herein”, “hereby”, “hereto” and similar words refer to this CONTRACT and not any particular Article, Exhibit or any other subdivision of this CONTRACT.
- 1.2.5. The words “include” or “including” shall be deemed to be followed with “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- 1.2.6. References to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.
- 1.2.7. References to documents or other instruments include all amendments and replacements thereof and supplements thereto.
- 1.2.8. References to persons include their successors and any permitted transferees and assigns.
- 1.2.9. No rule of construction shall apply to the detriment of any Party by reason of that Party having control and/or was responsible for the preparation of this CONTRACT or any part thereof.
- 1.2.10. All accounting terms used herein shall be interpreted and all accounting classifications and determinations

hereunder shall be made in accordance with approved accounting standards which have been issued and adopted from time to time by the Malaysian Accounting Standards Board or in accordance with accounting principles generally accepted in Malaysia.

- 1.2.11. Whenever the CONTRACT refers to a number of days, such reference shall be to calendar days unless Business Days are specified. "Business Day" shall mean the day the COMPANY is open for business and operation.
- 1.2.12. In carrying out its obligations and duties under this CONTRACT, the Parties shall have an implied obligation of good faith.
- 1.2.13. Each of the attachments annexes, Exhibits and schedules attached or referred hereto shall form an integral part of this CONTRACT.
- 1.2.14. "month" is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month (and references to "months" shall be construed accordingly) save that, where any such period would otherwise end on a day which is not a Business Day, it shall end on the next Business Day. If any such period starts on the last Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that later month save as aforesaid.

2. RESPONSIBILITY OF CONTRACTOR TO INFORM ITSELF

- 2.1. The CONTRACTOR shall be deemed to have:
 - 2.1.1. Carefully read this CONTRACT documents and any ORDER issued to determine all the necessary services, labour, equipment and materials required for the performance of the WORKS;
 - 2.1.2. Ascertained for itself any other information or data which may be necessary and/or incidental to the proper performance of its obligations under the CONTRACT and the ORDER;
 - 2.1.3. Familiarize itself with the SITE for the respective ORDER, any restrictions applicable to or associated with the SITE whether imposed by any GOVERNMENTAL AUTHORITY or third party and all ingress and egress from it; and
 - 2.1.4. 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.
- 2.2. Any information that the COMPANY decides to give to the CONTRACTOR shall be information that is reasonably available to the COMPANY at the material time. The CONTRACTOR shall interpret and apply such received information for the performance of the WORKS.
- 2.3. No additional payment beyond the CONTRACT PRICE shall be paid to the CONTRACTOR due to the CONTRACTOR's lack of understanding and knowledge of the WORKS which a reasonably prudent contractor should have determined and understood in advance, or due to CONTRACTOR's incorrect conclusions or misinterpretations of any data or information. The CONTRACTOR shall not be relieved from any risk or obligation imposed under this 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 CONTRACTOR to take account of matters, which may affect the WORKS, shall not relieve the CONTRACTOR from its obligations under this CONTRACT.

3. RESPONSIBILITY OF CONTRACTOR TO INFORM THE COMPANY

- 3.1. The CONTRACTOR shall notify the COMPANY without undue delay of all things that are or may appear to be:
 - 3.1.1. In conflict with APPLICABLE LAW and/or COMPANY's requirement and/or guidelines including but not limited to COMPANY'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 COMPANY of deficiencies, omissions, contradictions, mistakes or ambiguities in the CONTRACT shall be deemed to be the CONTRACTOR's confirmation that there are no deficiencies, omissions, contradictions, mistakes or ambiguities in this CONTRACT. However, if the COMPANY does receive such notice, the COMPANY will review these items and issue the necessary confirmations before the CONTRACTOR proceeds with any part of the WORKS affected. The CONTRACTOR shall not proceed with the WORKS affected prior to the receipt of such confirmations. Such confirmations given by the COMPANY shall not amount to a CHANGE ORDER and the CONTRACTOR shall not be entitled to any extension of time or extra payment or cost in respect thereof.
- 3.3. The CONTRACTOR shall notify the COMPANY 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 CONTRACTOR shall keep the COMPANY fully informed of the progress of the WORKS and shall comply with the reporting requirements as set out by the COMPANY.
- 3.5. Without prejudice to the foregoing, the CONTRACTOR shall request in a timely manner, any information or detailed drawings it reasonably requires from the COMPANY for the performance of the WORKS and the COMPANY shall use its reasonable endeavours to respond within a reasonable time to such request.

4. FRAMEWORK OF THE CONTRACT

- 4.1. This CONTRACT provides the framework on how the COMPANY can place order for the WORKS and/or GOODS from the CONTRACTOR through an ORDER.
- 4.2. The terms and conditions of this CONTRACT shall be deemed to be incorporated into any of the ORDER issued pursuant to this CONTRACT.
- 4.3. This CONTRACT does not obligate the COMPANY to place order from the CONTRACTOR. It also does not constitute or imply any commitment by the COMPANY on the volume of ORDER and does not guarantee any minimum order for the works to be undertaken by the CONTRACTOR.
- 4.4. The COMPANY shall have the rights to cancel any ORDER that has been previously issued **PROVIDED THAT** the COMPANY issued two (2) days written notice prior to commencement date stated in the ORDER. The COMPANY does not need to bear any costs related to the cancellation unless it is agreed otherwise between both Parties. The cancellation herein shall not be considered as termination under **ARTICLE 22.1.2**.

5. CONTRACT PERIOD

- 5.1. This CONTRACT shall commence on the EFFECTIVE DATE and shall continue in force for a period of thirty-six (36) months in accordance with the terms and conditions herein stated (hereinafter referred to as the "**CONTRACT PERIOD**"), unless otherwise terminated pursuant to **ARTICLE 22 -TERMINATION**.
- 5.2. Subject to the COMPANY providing one (1) month prior written notice to the CONTRACTOR, the COMPANY shall have the rights to extend the CONTRACT PERIOD for a further period of two twenty four (24) months or any other period to be mutually agreed by both Parties, which shall commence immediately after the expiration of the CONTRACT PERIOD (the "**EXTENDED PERIOD**").
- 5.3. If there is any ORDER issued prior to the expiry of the CONTRACT PERIOD or EXTENDED PERIOD, the CONTRACTOR shall perform the WORKS and/or complete any outstanding works even if the completion of the WORKS is beyond the CONTRACT PERIOD or EXTENDED PERIOD.
- 5.4. In the event the CONTRACT PERIOD is not extended pursuant to **ARTICLE 5.2** above or upon the expiration of the EXTENDED PERIOD, this CONTRACT shall lapse and 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.

6. CONTRACT PRICE

- 6.1. The CONTRACT PRICE for the performance of the WORKS shall be as stated in the **EXHIBIT [●]** and shall remain firm and valid throughout the CONTRACT PERIOD and the EXTENDED PERIOD. The CONTRACT PRICE shall not be subjected to change for any reason whatsoever including, but not limited to, cost escalation or currency fluctuations.
- 6.2. Unless specifically excluded, all prices shall be in **RINGGIT MALAYSIA** and shall be deemed to be inclusive of labour, material, transport, delivery, handling, packaging, and other related charges and services necessary for the successful performance and completion of the WORKS.
- 6.3. No price variation shall be allowed during the CONTRACT PERIOD and the EXTENDED PERIOD.

7. INVOICING AND PAYMENTS

7.1. Applicable for Supplier Self Services (SUS)

- 7.1.1. The CONTRACTOR shall send the Service Notification through the Supplier Relationship Management (SRM) Supplier Self Service (SUS) portal to the COMPANY for the WORKS performed as specified in this CONTRACT for the COMPANY REPRESENTATIVE's approval.
- 7.1.2. Service Notification must be supported by the Job Completion Ticket (JCT) to fully support such reimbursement for verification thereof by the COMPANY. The JCT MUST be signed by the CONTRACTOR prior to submission into the SRM SUS portal and shall include all requisite supporting documentation such as time sheets, third party invoices and/or other supporting data or information as is required or reasonably necessary to support the claims, to be verified by the COMPANY REPRESENTATIVE. The details of the process are illustrated in **EXHIBIT [●]**.
- 7.1.3. Upon receipt of documents in **ARTICLE 7.1.2**, the COMPANY may dispute and reject any Service Notification that do not fulfill the COMPANY's verification requirements. The CONTRACTOR shall be notified if the Service Notification is rejected. The CONTRACTOR shall then submit the corrected Service Notification together with the requisite documentation as per **ARTICLE 7.1.2** above.
- 7.1.4. The WORKS shall be considered as complete once the COMPANY has accepted the Service Notification and the CONTRACTOR shall be notified accordingly. The CONTRACTOR shall then submit the Payment Request together with the relevant invoice via SUS portal.

Any claims made by the CONTRACTOR for items reimbursable at actual cost under this CONTRACT or for payments made on the COMPANY's behalf shall be properly itemized and shall be net of any discounts and allowances, whether or not taken by the CONTRACTOR.
- 7.1.5. Payments shall be made by the thirtieth (30th) day after receipt of the Payment Request complete with the Invoice by the COMPANY (date of receipt excluded). If the thirtieth (30th) day falls on Saturday, Sunday or a gazetted public holiday, the next working day shall be deemed to be the due date for payment.
- 7.1.6. Notwithstanding the above, the COMPANY may withhold payments of the Invoice in the event that it is of the opinion that further verifications are required.
- 7.1.7. Payments due to the CONTRACTOR may be withheld by the COMPANY on account of the following:
 - 7.1.7.1. breach and/or unsatisfactory performance of the WORKS under this CONTRACT;
 - 7.1.7.2. the filing of claims against the COMPANY caused by acts or omissions of the CONTRACTOR or failure of the CONTRACTOR;
 - 7.1.7.3. failure to submit or maintain valid Insurance Policies; or
 - 7.1.7.4. failure of the CONTRACTOR to pay amounts when due for the works/facilities used by the CONTRACTOR in performing the WORKS or amounts due to CONTRACTOR's SUB-CONTRACTOR on the WORKS.
- 7.1.8. If and when the cause for withholding any such payment has/have been remedied by the CONTRACTOR and satisfactory evidence of such remedy has been presented to the COMPANY, the payments withheld shall be released by the COMPANY.

- 7.1.9. If and when the cause for withholding any such payment are not remedied by the CONTRACTOR, the COMPANY shall then have the right to deduct any monies due to the CONTRACTOR. For **ARTICLE 7.1.7.4**, the COMPANY may, as the case maybe, make payments directly to the SUB-CONTRACTOR. Such payment shall be deemed to be a payment made to the CONTRACTOR by the COMPANY under this CONTRACT.
- 7.1.10. Payments under the CONTRACT or applicable SUB-CONTRACT will be made as follows:
- 7.1.10.1. For payments in Ringgit Malaysia (RM) COMPANY shall make payment of the due amount into the bank account of the CONTRACTOR specified in the CONTRACT or otherwise notified by the CONTRACTOR; or
- 7.1.10.2. For payments in foreign currencies the COMPANY shall make payment of the due amount in the appropriate currency into the bank account of the CONTRACTOR, subject to, the CONTRACTOR makes written request to the COMPANY to be paid in such other currency, and the CONTRACTOR furnishing documentary evidence to the COMPANY that:
- 7.1.10.2.1. The CONTRACTOR is duly authorized by Bank Negara Malaysia to receive payment in such other currency: or
- 7.1.10.2.2. Bank Negara Malaysia regulations so permitting,
- then the COMPANY may pay the CONTRACTOR in such other currency. The CONTRACTOR shall provide requisite details of the respective foreign currency account necessary for payment purposes and the COMPANY shall make payment in such other currency directly into the CONTRACTOR's foreign currency account. The SST payable (if any) shall be paid in the respective foreign currency based on the RM equivalent quoted in the INVOICE.
- 7.1.11. Where CONTRACT PRICE is stated in a foreign currency and the COMPANY is not authorized to make payment except in RM, then the COMPANY shall pay the CONTRACTOR in RM based on the RM equivalent quoted in the INVOICE. The INVOICE shall continue to be issued in the original currency of the CONTRACT PRICE. For the purpose of calculating the RM settlement of SST for a foreign currency invoice, the rate of exchange to be used shall be the Bank Negara Malaysia selling rate of exchange prevailing in Malaysia at the time of taxable service is provided or taxable goods are sold as stipulated in the Sales Tax and Service Tax Regulation 2018, where CONTRACTOR is registered under the Sales Tax and/or Service Tax Act 2018.
- 7.1.12. In the event the CONTRACTOR is non-SST registrant, then for the purposes of converting such other currency to enable payment to be made in RM, the rate of exchange to be used shall be the Bank Negara Malaysia selling rate of exchange prevailing in Malaysia at the date of the invoice. If such day falls on a day where the rate is not available, the last rate quoted before such day, shall be used.
- 7.1.13. All bank charges pertaining to the payment shall be borne by the CONTRACTOR.
- 7.1.14. Upon notification of any erroneous billings made by or payments made to the CONTRACTOR by the COMPANY, the CONTRACTOR shall within fourteen (14) days, issue a credit or debit note and refund to the COMPANY any amounts of overpayment. Until the required credit or debit note is issued, the COMPANY shall withhold any payments due to the CONTRACTOR.
- 7.1.15. Payments made by the COMPANY under this CONTRACT shall not preclude the right of the COMPANY to thereafter dispute any of the items invoiced and in no event shall any such payments affect the warranty obligations by the CONTRACTOR. Any payments made shall be without prejudice to any other rights or remedies available to the COMPANY.
- 7.1.16. All Service Notification, INVOICES or financial statements/settlements, and billings by the CONTRACTOR to the COMPANY shall reflect properly the facts relating to all activities and transactions handled for the COMPANY's account.
- 7.2. Applicable for Non-Supplier Self Services (NON-SUS)
- 7.2.1. The CONTRACTOR shall send the Service Notification to the COMPANY for the WORKS performed as specified in this CONTRACT for the COMPANY REPRESENTATIVE's approval.
- 7.2.2. Service Notification must be supported by the Job Completion Ticket (JCT) to fully support such

reimbursement for verification thereof by the COMPANY. The JCT MUST be signed by the CONTRACTOR prior to submission to the COMPANY and shall include all requisite supporting documentation such as time sheets, third party invoices and/or other supporting data or information as is required or reasonably necessary to support the claims, to be verified by the COMPANY REPRESENTATIVE. The details of the process are illustrated in **EXHIBIT [●]**.

7.2.3. Upon receipt of documents in **ARTICLE 7.2.2**, the COMPANY may dispute and reject any Service Notification that do not fulfil the COMPANY's verification requirements. The CONTRACTOR shall be notified if the Service Notification is rejected. The CONTRACTOR shall then submit the corrected Service Notification together with the requisite documentation as per **ARTICLE 7.2.2** above.

7.2.4. The WORKS shall be considered as complete once the COMPANY has accepted the Service Notification and the CONTRACTOR shall be notified accordingly. The CONTRACTOR shall then submit the Payment Request together with the relevant invoice.

Any claims made by the CONTRACTOR for items reimbursable at actual cost under this CONTRACT or for payments made on the COMPANY's behalf shall be properly itemized and shall be net of any discounts and allowances, whether or not taken by the CONTRACTOR.

7.2.5. Payments shall be made by the thirtieth (30th) day after receipt of the Payment Request complete with the Tax Invoice or Invoice by the COMPANY (date of receipt excluded). If the thirtieth (30th) day falls on Saturday, Sunday or a gazetted public holiday, the next working day shall be deemed to be the due date for payment.

7.2.6. Notwithstanding the above, the COMPANY may withhold payments of the Invoice in the event that it is of the opinion that further verifications are required.

7.2.7. Payments due to the CONTRACTOR may be withheld by the COMPANY on account of the following:

7.2.7.1. breach and/or unsatisfactory performance of the WORKS under this CONTRACT;

7.2.7.2. the filing of claims against the COMPANY caused by acts or omissions of the CONTRACTOR or failure of the CONTRACTOR;

7.2.7.3. failure to submit or maintain valid Insurance Policies; or

7.2.7.4. failure of the CONTRACTOR to pay amounts when due for the works/facilities used by the CONTRACTOR in performing the WORKS or amounts due to CONTRACTOR's SUB-CONTRACTOR on the WORKS.

7.2.8. If and when the cause for withholding any such payment has/have been remedied by the CONTRACTOR and satisfactory evidence of such remedy has been presented to the COMPANY, the payments withheld shall be released by the COMPANY.

7.2.9. If and when the cause for withholding any such payment are not remedied by the CONTRACTOR, the COMPANY shall then have the right to deduct any monies due to the CONTRACTOR. For **ARTICLE 7.2.7.4**, the COMPANY may, as the case maybe, make payments directly to the SUB-CONTRACTOR. Such payment shall be deemed to be a payment made to the CONTRACTOR by the COMPANY under this CONTRACT.

7.2.10. All payments to the CONTRACTOR by the COMPANY under the terms of this CONTRACT shall be in Ringgit Malaysia ("**RM**") or any other currency as agreed in **EXHIBIT [●]**, as the case maybe.

7.2.11. Payments under the CONTRACT or applicable SUB-CONTRACT will be made as follows:

7.2.11.1. For payments in Ringgit Malaysia (RM) COMPANY shall make payment of the due amount into the bank account of the CONTRACTOR specified in the CONTRACT or otherwise notified by the CONTRACTOR; or

7.2.11.2. For payments in foreign currencies the COMPANY shall make payment of the due amount in the appropriate currency into the bank account of the CONTRACTOR, subject to, the CONTRACTOR makes written request to the COMPANY to be paid in such other currency, and the CONTRACTOR furnishing documentary evidence to the COMPANY that:

7.2.11.2.1. The CONTRACTOR is duly authorized by Bank Negara Malaysia to receive payment in such other currency: or

7.2.11.2.2. Bank Negara Malaysia regulations so permitting,

then the COMPANY may pay the CONTRACTOR in such other currency. The CONTRACTOR shall provide requisite details of the respective foreign currency account necessary for payment purposes and the COMPANY shall make payment in such other currency directly into the CONTRACTOR's foreign currency account. The SST payable (if any) shall be paid in the respective foreign currency based on the RM equivalent quoted in the INVOICE.

7.2.12. Where CONTRACT PRICE is stated in a foreign currency and the COMPANY is not authorized to make payment except in RM, then the COMPANY shall pay the CONTRACTOR in RM based on the RM equivalent quoted in the INVOICE. The INVOICE shall continue to be issued in the original currency of the CONTRACT PRICE. For the purpose of calculating the RM settlement of SST for a foreign currency invoice, the rate of exchange to be used shall be the Bank Negara Malaysia selling rate of exchange prevailing in Malaysia at the time of taxable service is provided or taxable goods are sold as stipulated in the Sales Tax and Service Tax Regulation 2018, where CONTRACTOR is registered under the Sales Tax and/or Service Tax Act 2018.

7.2.13. In the event the CONTRACTOR is non-SST registrant, then for the purposes of converting such other currency to enable payment to be made in RM, the rate of exchange to be used shall be the Bank Negara Malaysia selling rate of exchange prevailing in Malaysia at the date of the invoice. If such day falls on a day where the rate is not available, the last rate quoted before such day, shall be used.

7.2.14. All bank charges pertaining to the payment shall be borne by the CONTRACTOR.

7.2.15. Upon notification of any erroneous billings made by or payments made to the CONTRACTOR by the COMPANY, the CONTRACTOR shall within fourteen (14) days, issue a credit or debit note and refund to the COMPANY any amounts of overpayment. Until the required credit or debit note is issued, the COMPANY shall withhold any payments due to the CONTRACTOR.

7.2.16. Payments made by the COMPANY under this CONTRACT shall not preclude the right of the COMPANY to thereafter dispute any of the items invoiced and in no event shall any such payments affect the warranty obligations by the CONTRACTOR. Any payments made shall be without prejudice to any other rights or remedies available to the COMPANY.

7.2.17. All Service Notification, Invoices or financial statements/settlements, and billings by the CONTRACTOR to the COMPANY shall reflect properly the facts relating to all activities and transactions handled for the COMPANY's account.

8. TAXES AND SERVICE TAX

8.1. Taxes

8.1.1. The CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all TAXES assessed against it in connection with the CONTRACT. All TAXES levied on the CONTRACTOR shall be for the account of the CONTRACTOR and shall not be reimbursed by the COMPANY.

8.1.2. The CONTRACTOR shall protect and indemnify the COMPANY and hold the COMPANY 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 CONTRACTOR or its SUB-CONTRACTOR or against the COMPANY for or on account of any payment made to or earned by CONTRACTOR in connection with this CONTRACT.

The CONTRACTOR further shall protect and hold the COMPANY harmless from all TAXES assessed or levied against or on account of wages, salaries or other benefits paid to or enjoyed by the CONTRACTOR's employees, or employees of its SUB-CONTRACTOR, and all TAXES assessed or levied against, on or for account of any property or EQUIPMENT of the CONTRACTOR or its SUB-CONTRACTOR.

8.1.3. The COMPANY shall have the right to withhold TAXES from payments due to the CONTRACTOR under this CONTRACT to the extent that such withholding may be required by the IRB or relevant tax authorities, and

payment by the COMPANY to the IRB or relevant tax authorities of the amount of money so withheld will relieve the COMPANY from any further obligation to the CONTRACTOR with respect to the amount so withheld. If the CONTRACTOR is under the opinion that the payment should not be subject to withholding tax in Malaysia, the CONTRACTOR shall submit to COMPANY a letter from IRB or the relevant tax authorities confirming that CONTRACTOR is a resident in Malaysia, failing which the COMPANY shall consider the CONTRACTOR a non-resident in Malaysia for tax purposes until such time that the required letter is submitted to the COMPANY.

If any withholding is done, the COMPANY will provide the CONTRACTOR with official receipts or other satisfactory evidence in respect of such deduction or withholding.

- 8.1.4. The CONTRACTOR shall indemnify the COMPANY 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 CONTRACTOR or its SUB-CONTRACTOR to comply with applicable tax reporting, return, or other procedural requirement with respect to the CONTRACT. 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.
 - 8.1.5. The CONTRACTOR shall give prompt notice to COMPANY 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 the 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. In the event that the CONTRACTOR 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, the CONTRACTOR shall be solely liable or responsible for the following:
 - 8.1.7.1. Any liability for TAXES
 - 8.1.7.2. Any and all other costs incurred by the CONTRACTOR due to the creation of a permanent establishment
 - 8.1.7.3. Any tax and other filing obligation occasioned by the creation of the permanent establishment.
 - 8.1.8. For avoidance of doubt, "TAX" or "TAXES" as mentioned above 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 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 Contract, excluding Customs Charges, Services Tax and stamp duty.
- 8.2. Service Tax
- 8.2.1. Where Service Tax is applicable to any services rendered by the CONTRACTOR under the CONTRACT, the COMPANY shall be responsible for and pay the Service Tax when invoiced by the CONTRACTOR for taxable services rendered in accordance with the CONTRACT, provided that the CONTRACTOR shall provide the COMPANY a copy of valid Service Tax registration approval letter issued by the GOVERNMENTAL AUTHORITY confirming that the CONTRACTOR is registered under the applicable Act as a taxable person providing taxable services. The CONTRACTOR shall also provide the COMPANY the applicable Service Type Code for each of the taxable services provided.
 - 8.2.2. Service Tax amount shall be separately stated from the prices and/or rates and shall be separately itemized in the invoice.
 - 8.2.3. The CONTRACTOR shall protect and indemnify the COMPANY and hold the COMPANY safe and harmless from any and all claims, demands and causes of action in respect of Service Tax and penalties made against the CONTRACTOR/COMPANY by the GOVERNMENTAL 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 CONTRACTOR.

- 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. WARRANTY AND REPRESENTATIONS

- 9.1. The CONTRACTOR warrants that the WORKS shall be performed in a professional manner in accordance with the requirements and conditions of this CONTRACT and/or ORDER and it has the experience, capability and resources including by suitably qualified, sufficient and competent personnel to efficiently and expeditiously perform the WORKS in accordance with good industry practices and in compliance with the requirements and conditions of this CONTRACT and/or ORDER.
- 9.2. The CONTRACTOR shall perform the WORKS under this CONTRACT and/or ORDER in accordance with recognised professional standards, principles and/or technical expertise under similar circumstances and that its WORKS shall meet the intents and objectives of the CONTRACT and/or ORDER. If any such services fail to meet the aforementioned standards which cause the WORKS or a portion thereof to be deficient, then, the CONTRACTOR shall within reasonable time rectify the deficient services, mistake, fault, omission or damages at the CONTRACTOR's expenses.
- 9.3. If the CONTRACTOR delays, neglects, refuses, or fails to perform, or take the necessary measures to eliminate the failures, defects, damages, deficiencies and/or faults within reasonable time, then the COMPANY may take remedial steps as the COMPANY deems necessary to eliminate the same and correct all associated problems. The reasonable, justifiable and direct cost of such remedial steps taken by the COMPANY shall be billed to the CONTRACTOR at the discretion of the COMPANY in accordance with the provision of this CONTRACT.
- 9.4. In the event that GOODS are supplied as part of the WORKS, the CONTRACTOR guarantees the following:
- 9.4.1. the GOODS are new and unused;
- 9.4.2. the GOODS are free from defects in materials and workmanship, fit and suitable for the purpose for which they are intended for under this CONTRACT and/or ORDER if such purpose has been defined in the CONTRACT and/or ORDER and where the purpose is not defined, fit for its ordinary purpose.
- 9.5. The CONTRACTOR's scope of warranty shall cover all expenses to replace all GOODS found to be defective during the warranty period and all services provided for making good any defective GOODS.
- 9.6. Any new GOODS replacing the defective GOODS during the warranty period shall be warranted under the same terms and conditions for another period from the date of replacement.
- 9.7. In the event that the CONTRACTOR obtains more favourable warranties and guarantees from its suppliers, such warranties and guarantees shall be assigned to the COMPANY.
- 9.8. The foregoing warranty shall be additional to and not in substitution of warranties or other rights provided by law.

10. OBLIGATIONS OF CONTRACTOR

- 10.1. The CONTRACTOR shall comply with and perform all WORKS as referred to in **EXHIBIT [•]**.
- 10.2. The CONTRACTOR shall carry out all of its obligations under the CONTRACT and shall execute the WORKS with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the CONTRACT and/or ORDER.
- 10.3. The CONTRACTOR represents and warrants that the WORKS under this CONTRACT shall be performed in accordance with good principles and accepted professional standards and shall meet the intents and objectives of this CONTRACT and/or ORDER.

- 10.4. The CONTRACTOR shall provide efficient and suitably qualified and experienced personnel to perform the WORKS. The WORKS shall be carried out by the personnel who have been duly assessed and approved by the COMPANY.
- 10.5. The CONTRACTOR shall have complete control of all of its personnel engaged for the performance of the WORKS and shall ensure that all of its personnel shall comply with all of the COMPANY's applicable rules and regulations, policies, requirements and guidelines as updated by the COMPANY from time to time.
- 10.6. The CONTRACTOR shall act as an independent contractor with respect to the WORKS and neither the CONTRACTOR nor any of the CONTRACTOR's personnel, servants, representatives or agents shall be deemed to be personnel, servants, representatives or agents of the COMPANY during the performance of the WORKS.
- 10.7. The CONTRACTOR shall employ such number of personnel as will be adequate to carry out the WORKS in accordance with this CONTRACT and/or ORDER. If in the opinion of the COMPANY the number of personnel is inadequate, the CONTRACTOR shall discuss remedial measures with the COMPANY and if both Parties agree that additional personnel are required, the CONTRACTOR shall, at its own cost and expense, provide such additional personnel as approved by the COMPANY to carry out the WORKS.
- 10.8. The CONTRACTOR shall instruct its personnel to perform the WORKS in accordance with the terms and conditions of this CONTRACT and/or ORDER and in such manner as will always safeguard and protect the COMPANY's interests.
- 10.9. The CONTRACTOR represents and warrants that the CONTRACTOR and its personnel possess all the necessary and relevant qualifications, experience and expertise in respect of the WORKS to be performed herein and are, therefore, competent and willing to perform the WORKS in accordance with this CONTRACT and/or ORDER.
- 10.10. The CONTRACTOR shall be responsible for the payment of wages, salaries, bonus, overtime, funds, insurances and any other payments reasonably earned by its personnel pursuant to the APPLICABLE LAW and shall make all appropriate deductions from their salaries in respect of any employee contributions and the CONTRACTOR hereby indemnifies the COMPANY against any liability in respect thereof.
- 10.11. The CONTRACTOR and its personnel shall pay all taxes properly and lawfully assessed or imposed on the CONTRACTOR or its personnel in connection with the WORKS. For the purpose of this Article, "tax" includes any tax, duty or charge and any penalty or interest thereon and any other costs and charges whatsoever assessed or imposed by the GOVERNMENTAL AUTHORITY having jurisdiction in respect of the matter.
- 10.12. The CONTRACTOR shall ensure that its personnel comply with any reasonable requests or instructions given by the COMPANY 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 CONTRACTOR's personnel are performing their duties under this CONTRACT and/or ORDER.
- 10.13. The CONTRACTOR represents and warrants that it and each of its SUB-CONTRACTOR has or shall obtain the necessary tools, equipment and personnel in carrying out the WORKS and that it and its SUB-CONTRACTOR shall maintain and use such tools and equipment in accordance with the relevant manufacturer's specifications and recommendations including good engineering and operational practices.
- 10.14. The CONTRACTOR represents and warrants that it shall ensure that all applicable warranties and/or licenses provided by its SUB-CONTRACTOR, licensors and manufacturers are assigned to the COMPANY. The CONTRACTOR shall deliver a copy of such warranties provided by its SUB-CONTRACTOR and manufacturers to the COMPANY.
- 10.15. The CONTRACTOR shall take full responsibility for the adequacy, stability and safety of all operations and methods necessary for the performance of the WORKS and shall comply with the provisions of **EXHIBIT [●]**.

11. OBLIGATIONS AND RIGHTS OF THE COMPANY

- 11.1. The COMPANY shall be responsible for making all payments for completed WORKS to CONTRACTOR in accordance with the provisions of **ARTICLE 7 – INVOICING AND PAYMENTS**.
- 11.2. The COMPANY shall have the authority to stop the WORKS at any stage and at any time during the performance of this CONTRACT and/or ORDER, whenever such stoppage is, in the sole opinion of the COMPANY, necessary. The COMPANY shall have the right to order remedial action or removal and replacement or repair of any part of the WORKS which does not meet the requirements of this CONTRACT and/or ORDER.

- 11.3. The COMPANY or the COMPANY REPRESENTATIVE, where applicable, shall, at all reasonable times, have access to the CONTRACTOR's premises to inspect the WORKS. The CONTRACTOR shall arrange and provide assistance for such access and inspection to determine whether such WORKS meets the requirements of this CONTRACT and/or ORDER.
- 11.4. If any of the CONTRACTOR's personnel is found unfit by the COMPANY to perform the WORKS due to incompetence, breach of regulations or by specific request to be replaced with reason, the CONTRACTOR shall, upon receipt of a written request from the COMPANY, remove the relevant personnel and within a period of five (5) days of such removal or any other period otherwise agreed by both Parties, replace the said personnel with another personnel to be approved by the COMPANY. The cost of removal and replacement shall be borne by the CONTRACTOR.

12. ACTIONS ON BEHALF OF THE COMPANY

- 12.1. The CONTRACTOR and its SUB-CONTRACTOR are independent contractor and neither the CONTRACTOR nor the CONTRACTOR's AFFILIATES are deemed to be agents or employees of the COMPANY.
- 12.2. The CONTRACTOR or its SUB-CONTRACTOR shall take no action on behalf of the COMPANY in the performance of the WORKS which would subject the COMPANY to liability or penalty under APPLICABLE LAW.
- 12.3. The CONTRACTOR or its SUB-CONTRACTOR shall have no authority to and shall not make any statements, representations or commitments of any kind or to take action which shall be binding upon the COMPANY, except as provided for herein or otherwise authorized in writing by the COMPANY.

13. REPRESENTATIVES OF THE PARTIES

13.1. The COMPANY REPRESENTATIVE

- 13.1.1. The COMPANY REPRESENTATIVE shall be as designated in **EXHIBIT [●]**. Notice of any change of the COMPANY REPRESENTATIVE shall be given by the COMPANY to the CONTRACTOR in writing within a reasonable time period.
- 13.1.2. The COMPANY REPRESENTATIVE is the person who shall be responsible for and is duly authorized to receive and act on behalf of the COMPANY on all matters pursuant to the terms and conditions of this CONTRACT. The COMPANY REPRESENTATIVE shall have the authority to make the final decisions for the COMPANY on all questions or disputes involving the interpretation and implementation of this CONTRACT.
- 13.1.3. The COMPANY REPRESENTATIVE shall have the right to issue instructions with respect to the CONTRACT, reject or disapprove any part of the WORKS, which does not conform to this CONTRACT, and to decide on all matters or questions which may arise relating to the performance of the WORKS and his decision shall be final and conclusive.
- 13.1.4. The COMPANY REPRESENTATIVE (or any of its authorized delegates) shall be entitled to inspect the WORKS performed hereunder and to witness and to check all related tests on the WORKS.
- 13.1.5. Notwithstanding the above, the presence of and the inspection by the COMPANY REPRESENTATIVE (or any of its authorized delegates) shall not relieve the CONTRACTOR from the CONTRACTOR's obligations and duties and shall not prejudice the COMPANY's rights under this CONTRACT and/or ORDER.
- 13.1.6. For avoidance of doubt, any other instructions issued by any personnel apart from the COMPANY REPRESENTATIVE shall have no effect whatsoever, until and unless confirmed in writing by the COMPANY REPRESENTATIVE.

13.2. The CONTRACTOR REPRESENTATIVE

- 13.2.1. The CONTRACTOR REPRESENTATIVE shall be as designated in **EXHIBIT [●]**. The CONTRACTOR REPRESENTATIVE and any assistants shall be competent and experience and satisfactory to the COMPANY. Notice of any change of the CONTRACTOR REPRESENTATIVE shall be given by the CONTRACTOR to the COMPANY in writing within a reasonable time period and shall be subject to the prior written consent of the COMPANY.

- 13.2.2. The CONTRACTOR REPRESENTATIVE shall consult with the COMPANY REPRESENTATIVE in delivery, planning and coordination of the WORKS. All instruction given by the COMPANY REPRESENTATIVE consistent with the provisions of this CONTRACT shall be deemed those of the COMPANY's and shall be complied with, by the CONTRACTOR.
- 13.2.3. The CONTRACTOR REPRESENTATIVE shall supervise, coordinate and ensure compliance of all aspects of CONTRACTOR's obligations under this CONTRACT and/or ORDER.
- 13.2.4. The COMPANY shall be entitled to rely on all decisions and positions of the CONTRACTOR REPRESENTATIVE as those of the CONTRACTOR's.
- 13.3. All instructions, notifications, agreements, authorizations, approvals and acknowledgments issued by the COMPANY REPRESENTATIVE and/or CONTRACTOR REPRESENTATIVE shall be made in writing, in accordance with **ARTICLE 35 – NOTICES**.

14. LIENS AND CLAIMS

- 14.1. The CONTRACTOR shall indemnify and hold the COMPANY harmless from and shall keep CONTRACTOR's EQUIPMENT and the WORKS free of all liens, claims, assessments, fines, and levies created, caused, or committed by the CONTRACTOR or its SUB-CONTRACTOR and all costs, damages, and expenses incidental thereto; including without limitation all court and arbitration costs, legal fees, and other reasonable expenses. The CONTRACTOR shall notify the COMPANY of such liens and/or claims.
- 14.2. The COMPANY shall have the right to retain from any payment to be made under this CONTRACT an amount sufficient to offset such liens and/or claims which the CONTRACTOR fails to discharge promptly until such lien and/or claim is proven to be invalid or is satisfied, discharged, or settled.
- 14.3. Should there be any liens and/or claims after all payments hereunder have been made, the CONTRACTOR agrees to refund to the COMPANY upon demand all monies that the COMPANY may be compelled to pay to discharge any such liens and/or claims in consequence of CONTRACTOR's default including all costs and legal and/or professional fees.
- 14.4. The CONTRACTOR shall indemnify and hold the COMPANY harmless from and against all claims, demands, damages, losses, costs, proceedings, charges, and expenses arising out of or incurred in connection with any claims or liens asserted by the CONTRACTOR's SUB-CONTRACTOR, suppliers, or any other liens and claims arising out of the performance of this CONTRACT by the CONTRACTOR.

15. HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS

- 15.1. The CONTRACTOR shall comply with all applicable Health, Safety and Environment ("HSE") rules, laws and regulations pertaining to safety, health, environment protection and fire protection, which are applicable to the SITE. The CONTRACTOR shall also comply at all times with the requirements as set forth by the COMPANY in its Health, Safety and Environment Management System ("HSEMS"), policies, operating standards, site HSE requirements, COMPANY Zero Tolerance Rules ("ZeTo") and any special instructions and all requirements stipulated in this CONTRACT. These requirements are intended to supplement any known or ought to be known laws and regulations applicable at the SITE. The CONTRACTOR shall take all necessary HSE control and recovery measures related to or arising out of the performance of this CONTRACT in order to protect the WORKS, the personnel and property of the COMPANY, the CONTRACTOR, SUB-CONTRACTOR, all third Parties and public from the hazards and risks associated with the planning and execution of the WORKS.

Notwithstanding the above, the CONTRACTOR shall perform all obligations related to the HSE requirements listed within **EXHIBIT [•]**.

- 15.2. Default of the CONTRACTOR

The failure of the CONTRACTOR to comply with the COMPANY's applicable Health, Safety and Environment (HSE) requirements shall be deemed as a default by the CONTRACTOR and shall constitute a breach of this CONTRACT.

- 15.3. Right to Stop Work on HSE Ground

The COMPANY shall have the right to prohibit commencement of the WORKS or to stop any WORKS in progress on HSE ground if (without limitation) materials, construction equipment, the CONTRACTOR's personnel (whether procured by the CONTRACTOR from third Parties or supplied by the CONTRACTOR) or work conditions are considered to be unsafe or not in compliance with COMPANY's HSE rules and/or requirements stipulated in **EXHIBIT [●]**. In such event, the CONTRACTOR shall without reservation remove the unsafe materials, construction equipment, the CONTRACTOR's personnel or work conditions prior to seeking the COMPANY's permission to resume or commence the WORKS. Any costs incurred by the CONTRACTOR or the CONTRACTOR REPRESENTATIVE as a result of any delays or actions taken or required which arise in any way in connection with this Article and/or the WORKS stoppage, shall be at the CONTRACTOR's sole expense and shall not entitle the CONTRACTOR to any compensation thereof.

15.4. Right to Withhold Payment on HSE Ground

15.4.1. In the event the CONTRACTOR or the CONTRACTOR REPRESENTATIVE fail to comply with any of the HSE requirements stipulated in **EXHIBIT [●]**, the COMPANY shall be entitled to withhold amounts from payments due to the CONTRACTOR under this CONTRACT until the CONTRACTOR rectifies the non-compliance to the satisfaction of the COMPANY whereupon the COMPANY shall immediately release such sums withheld to the CONTRACTOR (without any interest imposed thereon).

15.4.2. In the event the CONTRACTOR fails to take appropriate remedial action or refuses to remedy or remove the causes for withholding such payments after delivery of written notice to the CONTRACTOR by the COMPANY, the COMPANY shall be entitled to cause the same to be remedied or removed on its own and may deduct the costs including the expenses thereby incurred by the COMPANY from any amounts due or owing or which may become due or owing to the CONTRACTOR under this CONTRACT provided always that this provision shall not affect any other rights or remedies to which the COMPANY may be entitled hereunder the CONTRACT or at law or otherwise for the recovery of such sums.

15.5. Consequence Management for HSE Non-Compliance

15.5.1. In case of HSE non-compliance committed by the CONTRACTOR's personnel which has been verified by the COMPANY, consequence management shall be applied to the CONTRACTOR's personnel in accordance with the requirements of **EXHIBIT [●]**.

15.5.2. If HSE non-compliances of a major category as prescribed in **EXHIBIT [●]** were repeatedly committed by the CONTRACTOR's personnel, the COMPANY shall have the right to terminate this CONTRACT in accordance with the provisions of **ARTICLE 22 – TERMINATION** of this CONTRACT and claim for any loss and/or damages suffered by the COMPANY as a result thereof.

15.5.3. If an incident of HSE non-compliance by the CONTRACTOR occurs and results in fatality during execution of the WORKS, the COMPANY shall have the right to terminate this CONTRACT in accordance with the provisions **ARTICLE 22 – TERMINATION**.

15.5.4. The above are without prejudice to any other rights and remedies of the COMPANY arising hereunder or by law or otherwise.

16. ACCEPTANCE OF WORKS OR GOODS

16.1. The COMPANY shall have the right to monitor and review, from time to time, the CONTRACTOR's performance of the WORKS under this CONTRACT and/or ORDER, and the CONTRACTOR's compliance with its obligations hereunder.

16.2. All WORKS under this CONTRACT shall be performed in accordance with this CONTRACT and/or ORDER.

16.3. Pursuant to this Article, the COMPANY REPRESENTATIVE shall, decide on all matters as to the performance and fulfilment of this CONTRACT and/or ORDER and his decision thereon shall be final and conclusive.

16.4. Notwithstanding the above, acceptance of the WORKS and/or GOODS, or part thereof or approval of the CONTRACTOR's activities for the WORKS and/or GOODS, or part thereof, or partial payments made to the CONTRACTOR shall not relieve the CONTRACTOR of any of its obligations and/or liabilities provided in this CONTRACT. Such acceptance shall not prejudice the COMPANY's right to reject the WORKS and/or GOODS, in whole or in part, if the WORKS and/or GOODS subsequently are found to be not in accordance with this CONTRACT, including but not limited to, whether by reason of not being of the quality or not in the quantity or measurement stipulated or being unfit for the purpose for which they are required.

The CONTRACTOR shall collect the rejected GOODS from the COMPANY and replace the rejected GOODS within the period specified in the notification by the COMPANY (date of notification inclusive), all at the CONTRACTOR's sole cost.

- 16.5. If the CONTRACTOR fails to rectify the defective WORKS and/or replace the defective GOODS, the COMPANY shall have the right to rectify the defects or to purchase elsewhere and to claim from the CONTRACTOR for any additional expenses incurred without prejudice to any other rights which the COMPANY may have against the CONTRACTOR.
- 16.6. If the GOODS is rejected by the COMPANY,
- 16.6.1. The CONTRACTOR shall collect the rejected GOODS at the COMPANY's worksite or materials yard or warehouse or any designated place as advised the COMPANY, at its own cost and risk, within 30 days from the written notice issued by the COMPANY;
 - 16.6.2. The CONTRACTOR shall make all arrangement necessary (including but not limited to obtaining the requisite permits, notices or approval, if any) and shall bear all costs incurred in collecting the said rejected GOODS;
 - 16.6.3. The COMPANY has no obligation to keep, store, preserve, protect and secure the rejected GOODS against any risks, deterioration, loss or damage and shall not in any way be liable to the CONTRACTOR.
- 16.7. If the CONTRACTOR fails to collect to the rejected GOODS within the said notice period:
- 16.7.1. The COMPANY is entitled to withhold any payment due to the CONTRACTOR for the period the rejected GOODS remain uncollected;
 - 16.7.2. Such failure shall be treated as a default to the CONTRACT and the COMPANY reserves the right provided for under the law and/or contract in disposing the rejected GOODS;
 - 16.7.3. The CONTRACTOR shall reimburse any cost incurred by the COMPANY for the period the rejected GOODS remain uncollected and the COMPANY has the right to set off the said cost from any outstanding payment due to the CONTRACTOR.

Notwithstanding the above, the failure by the CONTRACTOR to collect the rejected GOODS within the specified time stated in the said notice shall be deemed as authorization by the CONTRACTOR to the COMPANY to dispose the rejected GOODS and the COMPANY shall be entitled to any proceeds from the disposal.

17. LIQUIDATED ASCERTAINED DAMAGES

- 17.1. If the CONTRACTOR fails to complete the WORKS or deliver the GOODS within the time stipulated in the ORDER, the CONTRACTOR shall be liable to pay to the COMPANY by way of liquidated and ascertained damages at the rate of 0.5% of the ORDER for each day of the delay up to the actual completion of the WORKS ("LAD"). The total amount of the LAD shall not exceed the maximum amount of 10% of the ORDER issued or per shipment, whichever is higher.
- 17.2. These damages shall not relieve the CONTRACTOR from his obligations to complete the WORKS and/or to deliver the GOODS, or from any other duties, obligations or responsibilities which he may have under the CONTRACT and ORDER issued to the CONTRACTOR.
- 17.3. The COMPANY may deduct the payment for the LAD from any payment due to the CONTRACTOR under the ORDER. If the LAD amount to a sum that exceeds the said amount, such shortfall shall be deemed as an amount due and owing by the CONTRACTOR to the COMPANY. The CONTRACTOR shall pay any shortfall from the amount due to the COMPANY within fourteen (14) days from the date of the COMPANY's written demand. The COMPANY reserves the right to take any action if the CONTRACTOR fails to pay the said sum.
- 17.4. The CONTRACTOR by entering into this CONTRACT agrees to pay the said LAD without the need to prove the actual damage or loss. The said LAD shall be deemed to be the actual loss which the COMPANY will suffer in the event that the CONTRACTOR delays in completing the WORKS.
- 17.5. If the delay to the respective ORDER exceeds the maximum amount of the LAD stated in **ARTICLE 17.1**, the COMPANY reserves the right to terminate the ORDER. Under the circumstances, the COMPANY also reserve the right to terminate the CONTRACT.

17.6. Notwithstanding the above, the COMPANY shall have the rights to terminate the ORDER and/or CONTRACT pursuant to **ARTICLE 22 – TERMINATION** without exercising its rights to impose LAD for any delay in completing the WORKS.

18. **DEFAULT OF CONTRACTOR**

18.1. The occurrence of any of the following events shall be deemed a default by the CONTRACTOR under this CONTRACT:

18.1.1. The CONTRACTOR commits a breach of this CONTRACT and/or ORDER and if capable of remedy, fails to remedy that breach within thirty (30) days from the date of the notice or within the period specified in the notice from the COMPANY specifying such a breach had occurred or such other period as may be reasonably determined by the COMPANY in the circumstances failing which the COMPANY is entitled to take any action under the CONTRACT and under the law; or

18.1.2. Any attempted transfer, novation or assignment by the CONTRACTOR under this CONTRACT without the prior written approval of the COMPANY; or

18.1.3. The making by the CONTRACTOR of an assignment for the benefits of creditors, the filing by or against the CONTRACTOR of a petition in bankruptcy or for corporate re-organization, or the appointment of a receiver or trustee for the CONTRACTOR or the properties of the CONTRACTOR or the CONTRACTOR 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 CONTRACTOR; or

18.1.4. The failure of the CONTRACTOR 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 CONTRACTOR; or

18.1.5. If the CONTRACTOR or its employees, servants or agents is incompetent or has acted in a manner prejudicial to the COMPANY'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 the CONTRACT and/or ORDER or any other contract with the COMPANY; or

18.1.6. If the CONTRACTOR has failed to perform the WORKS or part thereof, in a diligent, skillful and professional manner as required herein, failed to comply with the COMPANY's safety or other rules or regulations, has produced sub-standard work, the WORKS supplied and delivered are defective or failed to adhere to any of its duties and obligations under this CONTRACT and/or ORDER; or

18.1.7. If the CONTRACTOR fails, neglects or refuses to carry out its obligations under this CONTRACT and/or ORDER; or

18.1.8. The failure by the CONTRACTOR to supply and deliver the WORKS and/or GOODS by the due date or failure to rectify or replace defective WORKS and/or GOODS to the COMPANY's satisfaction within the time period stipulated herein; or

18.1.9. The failure by the CONTRACTOR (including its SUB-CONTRACTOR) to maintain a valid COMPANY's licence and/or registration; or

18.1.10. If the CONTRACTOR has failed to comply with the COMPANY's applicable Health, Safety and Environmental (HSE) rules and regulations as per **ARTICLE 15 - HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS**; or

18.1.11. If the CONTRACTOR has failed to submit the requisite insurance under **ARTICLE 20 - INSURANCES**.

18.2. In the event that a default is capable of remedy, the COMPANY shall notify the CONTRACTOR of the occurrence of the default and the CONTRACTOR shall be required to remedy the default (or overcome its effects) within the period specified in the notice (which COMPANY will determine, acting reasonably).

18.3. The CONTRACTOR shall inform the COMPANY in writing of the effects of its default and of the measures it intends to take in order to remedy the default within the specified period for remedy.

- 18.4. All the costs borne by the COMPANY as a result of the CONTRACTOR's default shall be reimbursed by the CONTRACTOR, which, where applicable, shall include any additional cost incurred by the COMPANY in engaging a third-party service provider to complete the WORKS and any associated delays.
- 18.5. In addition to the termination rights that the COMPANY may have herein, the COMPANY shall, without prejudice to any other rights it may have, withhold any payments due to the CONTRACTOR as per **ARTICLE 7 – INVOICING AND PAYMENTS**, suspend the WORKS (full or partial) as per **ARTICLE 21 – SUSPENSION OF WORKS** and/or terminate the CONTRACT as per **ARTICLE 22 - TERMINATION** herein.

19. LIABILITIES AND INDEMNITIES

For the purposes of this Article, the COMPANY GROUP shall mean the COMPANY and its subsidiaries, and their respective AFFILIATES, its and their respective directors, officers and employees.

19.1. Personnel of the COMPANY GROUP

The COMPANY shall be liable for and shall protect, defend, indemnify and hold harmless the CONTRACTOR 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 COMPANY GROUP, howsoever arising save for GROSS NEGLIGENCE and/or WILFUL MISCONDUCT of the CONTRACTOR.

19.2. Personnel of the CONTRACTOR

The CONTRACTOR shall be liable for and shall protect, defend, indemnify and hold harmless the COMPANY 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 CONTRACTOR and/or the SUB-CONTRACTOR, howsoever arising.

19.3. Third Party

The CONTRACTOR shall be responsible for and shall protect, defend, indemnify and hold harmless the COMPANY 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, arising during and/or as a result of the CONTRACTOR's performance of this CONTRACT.

19.4. CONTRACTOR's Equipment

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

19.5. Pollution

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

19.5.2. The indemnity addressed in **ARTICLE 19.5.1** shall include all control and/or cleanup costs, and/or claims related to any such pollution.

19.6. The indemnities given by the CONTRACTOR shall not be reduced by reasons of any omission of the COMPANY REPRESENTATIVE in failing to supervise or control the CONTRACTOR'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 CONTRACTOR under this CONTRACT.

- 19.7. Unless provided to the contrary elsewhere within this CONTRACT, the CONTRACTOR shall be solely responsible for the costs of all loss or damage caused by the NEGLIGENCE, GROSS NEGLIGENCE and/or WILFUL MISCONDUCT of the CONTRACTOR and/or its SUB-CONTRACTOR.
- 19.8. The CONTRACTOR shall notify the COMPANY immediately of any incident, claims or litigation affecting the provisions of this Article. Each PARTY shall be obligated to respond to a request for defense and/or indemnity in a timely manner. In the event a request for defense and/or indemnity is made to a PARTY and such PARTY fails to respond in a timely manner and/or refuses to assume such defense and/or indemnity obligation (for which such PARTY is responsible for assuming), such PARTY shall pay all costs incurred in defending against the claim or allegation and in enforcing the defense and indemnity provisions of this CONTRACT including attorney's fees, expert fees, court costs and other related legal expenses.
- 19.9. 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.
- 19.10. In no event whatsoever shall either Party be liable to the other by way of indemnity nor by reason of any breach of 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, loss of use, loss of contract, loss of opportunity or for any financial or economic loss or damages whatsoever that may be suffered by the other Party.

20. INSURANCES

- 20.1. The CONTRACTOR shall at its own cost and expense carry and maintain in full force throughout the duration of this CONTRACT at least the following insurances with insurance companies satisfactory to the COMPANY. Nothing contained herein shall serve in any way to limit or waive CONTRACTOR's liability under this CONTRACT. The insurances to be carried by CONTRACTOR are as follows:
- 20.1.1. **Workmen's Compensation and/or Employer's Liability Insurance and/or similar statutory social insurance** as required by law at the SITE where the WORKS will be performed and which may be applicable covering all CONTRACTOR's employees engaged in accomplishing the WORKS.
- 20.1.2. **Comprehensive General Liability or Third Party Liability or Public Liability Insurance** covering all operations hereunder against bodily injury, death, loss of property or property damage to third Parties with minimum limits of **Ringgit Malaysia One Million (RM 1,000,000.00)** or equivalent value in other currency for any one occurrence. Such insurance shall include contractual liability coverage.
- 20.1.3. **Motor Vehicle Liability Insurance** for owned, non-owned and hired units covering the use of such vehicles in accordance with the Road Transport Act
- The CONTRACTOR 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 CONTRACTOR and/or SUB-CONTRACTOR are subjected to or as instructed by the COMPANY.
- 20.2. The CONTRACTOR shall cause the COMPANY, their parent companies, subsidiaries, AFFILIATES, consultants and their respective agents, officers and employees to be included as additional assured and to be covered by insurance as stipulated in **ARTICLE 20.1.2** with respect to operations conducted under this CONTRACT. The CONTRACTOR shall further cause the insurance policy as stipulated in **ARTICLE 20.1.2** 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.
- 20.3. Where the COMPANY, their parent companies, subsidiaries, AFFILIATES, consultants and their respective agents, officers and employees are not named as additional assured in the insurance as stipulated in **ARTICLE 20.1**, the CONTRACTOR shall cause the insurers thereof to waive all express or implied rights of subrogation against such Parties and their respective employees, servants and agents.
- 20.4. All deductibles, exceptions, and exclusions applicable to the foregoing insurances of the CONTRACTOR shall be for the account of and be paid by the CONTRACTOR. Any breach of conditions and/or warranties contained in such policies of insurances shall also be for the account of the CONTRACTOR.

- 20.5. The CONTRACTOR shall fully indemnify the COMPANY against all and any loss or damage arising out of any failure to effect or maintain such insurances specified by this CONTRACT or out of any act or omission which invalidates the said insurances.
- 20.6. Unless otherwise approved by the COMPANY, the CONTRACTOR shall, within fourteen (14) days from the EFFECTIVE DATE furnish to the COMPANY certified copies of certificates of insurance provided for in **ARTICLE 20.1** hereof, including evidence of premiums payments thereof. No insurance shall be materially changed or cancelled during this CONTRACT duration without prior written approval of the COMPANY. Any renewal and/or extension certificates and/or documents shall be furnished to the COMPANY within fourteen (14) days from the date of renewal and/or extension.
- If requested by the COMPANY, the CONTRACTOR shall permit the COMPANY to examine copies of its and its SUB-CONTRACTOR's insurance policies and premium receipts.
- 20.7. The furnishing of certificates of insurance shall not be interpreted as implying endorsement by the COMPANY or that the COMPANY assumes responsibility for the accuracy and adequacy of such documents or that the CONTRACTOR has complied with its other obligation contained in the CONTRACT.
- 20.8. Should the CONTRACTOR at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, the COMPANY shall upon notification to the CONTRACTOR have the right to procure such insurance and, in such event, any sum so paid by the COMPANY shall immediately become due and payable to the COMPANY by the CONTRACTOR or the COMPANY shall be entitled to deduct such sums from any monies due or which may become due to the CONTRACTOR in addition to any other remedies the COMPANY may have under this CONTRACT.
- 20.9. The CONTRACTOR shall notify the COMPANY 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 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.
- 20.10. The CONTRACTOR shall ensure that its SUB-CONTRACTOR maintain similar insurance coverage as specified herein and that its SUB-CONTRACTOR similarly indemnify and hold the COMPANY harmless against all costs, claims, and demands. Any deficiencies in the coverage or policy limits of SUB-CONTRACTOR's insurance shall be for the sole responsibility of the CONTRACTOR.
- 20.11. The COMPANY shall bear no financial liability attributable to deficient insurance coverage by the CONTRACTOR.

21. SUSPENSION OF WORKS

- 21.1. The COMPANY shall have the right to suspend this CONTRACT for the following reasons:
- 21.1.1. Force majeure as per **ARTICLE 25 – FORCE MAJEURE** herein; or
 - 21.1.2. Upon the occurrence of the CONTRACTOR's default as per **ARTICLE 18 – DEFAULT OF CONTRACTOR** herein; or
 - 21.1.3. For the safety of the WORKS or any part thereof insofar as such necessity does not arise from any act or default by the COMPANY REPRESENTATIVE or the COMPANY or from any of the excepted risks; or
 - 21.1.4. Necessary by reason of direction or order by any GOVERNMENTAL AUTHORITY; or
 - 21.1.5. For any other operational reason as deemed fit by the COMPANY.

Except for suspension under **ARTICLE 21.1.1** hereinabove, any period of suspension shall not result in any extension of time.

- 21.2. In the event that the COMPANY suspends all or part of the remaining WORKS under **ARTICLE 21.1** hereinabove, the COMPANY shall give the CONTRACTOR at least three (3) days prior written notice specifying the effective date of the suspension, including where possible, the anticipated period of suspension.
- 21.3. Upon receipt of the notice of suspension as per **ARTICLE 21.2** hereinabove, the CONTRACTOR shall perform the following

on the effective date of suspension:

- 21.3.1. Immediately cease/discontinue performance of the said suspended part of the WORKS;
 - 21.3.2. continue to perform the WORKS which are not affected by such suspension;
 - 21.3.3. remove the CONTRACTOR's personnel and item not required during such suspension; and
 - 21.3.4. Use its best reasonable efforts to minimize the cost associated with the suspension.
- 21.4. Neither the COMPANY nor the CONTRACTOR shall be liable to the other Party for loss of anticipated profits or consequential loss sustained on account of any suspension of the WORKS or part thereof.
- 21.5. The COMPANY may, at any time, authorize resumption of all or any part of the suspended WORKS by giving notice to the CONTRACTOR specifying the WORKS to be resumed and the effective date of withdrawal of suspension. Upon receipt of such instruction, the CONTRACTOR shall resume the WORKS. Notwithstanding, the aforementioned, either Party may request for a joint examination to the WORKS affected by such suspension.

22. TERMINATION

22.1. Termination Without Cause

22.1.1. The COMPANY may, at any time, terminate this CONTRACT without providing any cause whatsoever by giving sixty (60) days prior written notice to the CONTRACTOR, specifying this CONTRACT to be terminated and the effective date of termination.

22.1.2. The COMPANY may, at any time, terminate the ORDER without providing any cause whatsoever by giving two (2) days prior written notice to the CONTRACTOR, specifying the ORDER to be terminated and the effective date of termination.

22.2. Upon receiving the notice provided in **ARTICLE 22.1.1 and/or **22.1.2**, the CONTRACTOR shall:**

22.2.1. waive all claims against COMPANY and their AFFILIATES; and

22.2.2. indemnify and hold harmless COMPANY and their AFFILIATES, from and against any claims, liabilities or losses;

arising from or connected with termination by COMPANY under this **ARTICLE 22.1**.

22.3. Termination With Cause

Subject to the provision provided under **ARTICLE 18 - DEFAULT OF CONTRACTOR** herein, the COMPANY shall forthwith terminate this CONTRACT by giving thirty (30) days written notice to the CONTRACTOR, specifying this CONTRACT to be terminated and the effective date of termination.

22.4. Upon receipt of notice of termination from the COMPANY, the CONTRACTOR shall forthwith perform all necessary preparatory works to exit the CONTRACT.

22.5. Upon the effective date of termination, the CONTRACTOR shall ensure the following:

22.5.1. That the WORKS has been completely stopped. The COMPANY may however instruct the CONTRACTOR to continue working on the existing ORDER before the said effective date;

22.5.2. All CONTRACTOR's EQUIPMENT and CONTRACTOR's PERSONNEL are completely removed and demobilized from the SITE, at the CONTRACTOR's cost;

22.5.3. Deliver all GOODS if any, which in any way commenced, partly executed, or completed under this CONTRACT and/or ORDER;

22.6. The CONTRACTOR is responsible for all claims, costs and liabilities it incurs under this **ARTICLE 22.4.**

23. ACCESS AND AUDIT RIGHTS

- 23.1. The COMPANY shall have the right of access to and audit all the CONTRACTOR's and its SUB-CONTRACTOR's documents and records related to this CONTRACT. Such right and documents and records shall remain in force and be retained for a period of not less than six (6) years after the expiry of this CONTRACT or any termination thereof.
- 23.2. The CONTRACTOR shall ensure that the provisions of this Article are included in all SUB-CONTRACT it may enter into with its SUB-CONTRACTOR and AFFILIATES who will supply any of the labour, equipment, materials or services to be provided under this CONTRACT.

24. CHANGES

- 24.1. Changes to the CONTRACT and/or ORDER may be required during the CONTRACT PERIOD or EXTENDED PERIOD including extension and should be handled expeditiously and effectively by the Parties hereto. Such changes may include, but are not limited to amendments, additions, deletions, substitutions, alterations and modifications.
- 24.2. Any change/amendment/variation to the CONTRACT and/or ORDER shall be made upon mutual agreement by both Parties.
- 24.3. Either Party may request for a CHANGE ORDER, wherein it shall advise the other Party of the said requirement. Any change/amendment/variation to the CONTRACT and/or ORDER shall be made upon mutual agreement by both Parties.
- 24.4. The CONTRACTOR shall, upon request from the COMPANY, provide the COMPANY within fourteen (14) days, a CHANGE NOTICE which shall include, but not be limited to price, method of payment, earliest commencement date, and any other information deemed necessary.
- 24.5. Except as provided in **ARTICLE 24.6** below, the CONTRACTOR shall not proceed with any change prior to receipt of a CHANGE ORDER.
- 24.6. When and if the COMPANY approves the CHANGE NOTICE, the COMPANY shall issue to the CONTRACTOR a written CHANGE ORDER.

25. FORCE MAJEURE

- 25.1. An event of Force Majeure is an event beyond the control of both or either of the Parties. Events falling within Force Majeure shall include but are not limited to acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm or storm warning, tidal wave, tsunami, typhoon, shipwreck and perils to navigation, act of terrorism, act of war (declared or undeclared) of foreign enemy, strike (excluding strikes, lockouts or other industrial disputes or action solely amongst employees of the CONTRACTOR or its SUB-CONTRACTOR), act or omission of sovereign or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage, terrorism, declaration of state of emergency, nuclear explosion, expropriation, moratorium, radioactive or chemical contamination or *coup d'état* or any events beyond the control of the Parties or either of them.
- 25.2. Force Majeure shall exclude the following events:-
- 25.2.1. late delivery of WORKS caused by congestion at the CONTRACTOR's site or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences;
- 25.2.2. late performance by the CONTRACTOR and/or its SUB-CONTRACTOR caused by unavailability of equipment, supervisors, or labour, inefficiencies or similar occurrences; or
- 25.2.3. mechanical breakdown of any item of CONTRACTOR's EQUIPMENT or its sub-contractor's equipment, plant, or machinery; or
- 25.2.4. financial distress of the CONTRACTOR or its SUB-CONTRACTOR.
- 25.3. In the event of Force Majeure, neither the failure nor omission of the COMPANY or the CONTRACTOR to perform their obligations under this CONTRACT shall be treated as failure or omission to comply with this CONTRACT.

- 25.4. Upon the occurrence of any Force Majeure event, the Party so affected in the discharge of its obligation shall as soon as reasonably practicable give written notice of such event to the other Party. For avoidance of doubt, any declaration of Force Majeure shall be within the exclusive discretion of the COMPANY, if in the opinion of the COMPANY, the CONTRACTOR is prevented from performing its obligations under this CONTRACT.
- 25.5. The affected Party shall make every reasonable effort to remove or remedy the cause of such Force Majeure and mitigate its effects as quickly as may be possible.
- 25.6. If either Party considers the event of Force Majeure to be of such severity or that it had continued for a period of thirty (30) days, then the COMPANY may suspend the CONTRACT as per **ARTICLE 21 - SUSPENSION OF WORKS** or the Parties may agree that this CONTRACT is terminated with cause as per **ARTICLE 22 - TERMINATION**.
- 25.7. In the event of Force Majeure, the CONTRACTOR shall not be entitled to any compensation for suspension caused by Force Majeure.
- 25.8. For avoidance of doubt, any delay or failure in performance by either Party herein shall not constitute a default hereunder or give rise to any claims for damages or loss of anticipated profits.

26. INTELLECTUAL PROPERTY RIGHTS

- 26.1. 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.
- 26.2. The Parties agree that all Intellectual Property in all data, specifications, reports, solutions, drawings, know-how, technical information, inventions and technologies developed, obtained, created, written, prepared or discovered by the Parties or by either Party as a result of the performance of the CONTRACT shall reside solely in the COMPANY and the COMPANY shall have the exclusive right to protect, exploit and enforce its rights to those INTELLECTUAL PROPERTY RIGHTS.
- 26.3. If the Intellectual Property described in **ARTICLE 26.1** belonging to the CONTRACTOR is required to exploit the INTELLECTUAL PROPERTY RIGHTS specified in **ARTICLE 26.2**, then the CONTRACTOR shall grant a perpetual, non-exclusive, royalty free license to the COMPANY in relation to such CONTRACTOR Intellectual Property.
- 26.4. The CONTRACTOR shall not use, reproduce or disclose to any party any Intellectual Property belonging to the COMPANY, including those developed, obtained, created, written, prepared or discovered by the CONTRACTOR through the performance of the CONTRACT without the prior written approval of the COMPANY.
- 26.5. The CONTRACTOR warrants that the information, materials, products and equipment supplied by the CONTRACTOR or used by the CONTRACTOR in performing the CONTRACT do not infringe the Intellectual Property or any other proprietary rights of any person or entity.
- 26.6. The CONTRACTOR agrees to indemnify and hold the COMPANY harmless against all losses, claims, demands, proceedings, costs, legal fees, damages, charges, and expenses that may arise by reason of any threatened or actual infringement of Intellectual Property or other proprietary rights belonging to any person or entity in the performance of the SCOPE OF WORKS hereunder, or by reason of the manner in which the same is performed, or through the use by the COMPANY and/or the CONTRACTOR of any information, materials, products and equipment supplied under the CONTRACT. Upon receipt of any claim the COMPANY shall promptly notify the CONTRACTOR and allow the CONTRACTOR to control the defence, settlement or compromise thereof however if the CONTRACTOR does not take the necessary action to defend the COMPANY in a satisfactory manner, the COMPANY shall take over the control of the defence, settlement or compromise thereof. The COMPANY shall provide the CONTRACTOR on request, all needed information, assistance and authority to enable the CONTRACTOR to defend the claim.
- 26.7. The provision of this **ARTICLE 26.6** shall not apply to infringement caused by the specifications furnished solely by the COMPANY or the use of any of the equipment in combination with other materials or the practice of any process not supplied or provided by the CONTRACTOR.
- 26.8. The CONTRACTOR shall ensure that any SUB-CONTRACTS between the CONTRACTOR and its SUB-CONTRACTORS or suppliers contain a provision similar to this Article.

27. WAIVERS

The failure of the COMPANY, at any time, or from time to time to enforce, or to require the strict adherence and performance of any of the terms and conditions of this CONTRACT and/or ORDER, to exercise any option, right, or privilege hereunder, or to demand compliance as to any obligation or covenant, shall not constitute a waiver of any such terms and conditions and/or affect or impair such terms or conditions in any way, or the right, privilege, or option of the COMPANY, or of the strict performance of the CONTRACTOR thereof unless an express waiver is properly executed and evidenced in writing.

28. CONFIDENTIALITY

28.1. The CONTRACTOR hereby represents and warrants, and undertakes that during the CONTRACT PERIOD and/or EXTENDED PERIOD and after its expiration or termination, the CONTRACTOR shall:-

28.1.1. not use any CONFIDENTIAL INFORMATION furnished by the COMPANY under this CONTRACT and/or ORDER for any purpose other than in connection with the WORKS under this CONTRACT and/or ORDER;

28.1.2. not divulge, publish or disclose to any third party, any CONFIDENTIAL INFORMATION except with the COMPANY's prior written consent in which case the CONTRACTOR shall require such third party to abide by of this Article herein; and

28.1.3. preserve and cause its employee to preserve the secrecy of any CONFIDENTIAL INFORMATION.

In any event, the CONTRACTOR warrants that it shall ensure that any and all persons to whom any CONFIDENTIAL INFORMATION under this CONTRACT and/or ORDER is disclosed shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.

28.2. This Article shall continue in force notwithstanding the completion or earlier termination of this CONTRACT.

28.3. The CONTRACTOR further undertakes and agrees to take precautions to safeguard any documents, records, dates, notes and instructions which the COMPANY may supply to the CONTRACTOR in relation to the WORKS. The CONTRACTOR, with the prior written approval of the COMPANY, may make copies of such documents, records, date, notes and instruction only to the extent that they are necessary for effectively carrying out the WORKS. On completion of the WORKS, the CONTRACTOR shall return such all documents and copies thereof to the COMPANY.

28.4. The CONTRACTOR shall keep all process calculations, work analyses and other calculations in a neat and legible manner. The CONTRACTOR shall not, without the prior written consent of the COMPANY, retain and/or make copies of such information. If upon completion or termination of this CONTRACT and/or ORDER, the CONTRACTOR is in possession of any such information, the CONTRACTOR shall forthwith return the same to the COMPANY.

28.5. None of the item mentioned in this CONTRACT nor any item connected therewith which are developed exclusively for the WORKS pursuant to this CONTRACT and/or ORDER shall be reproduced in whole or in part by the CONTRACTOR for any purposes not related to this CONTRACT and/or ORDER without the COMPANY's prior written consent.

28.6. The COMPANY may from time to time disclose to any GOVERNMENTAL AUTHORITY, agency or department or any other fiscal, monetary, regulatory authority or agency (including but not limited to the Ministry of Finance), their legal counsels and/or other professional advisers information relating to the CONTRACTOR and/or this CONTRACT and/or ORDER as such authority may require whether or not such requirement has the force of law.

29. DISPUTE RESOLUTION AND GOVERNING LAWS

29.1. If any matter, dispute or claim arising out of or relating to this CONTRACT or the breach or termination hereof cannot be agreed upon by the Parties, or cannot be settled amicably by the Parties, that matter, dispute or claim shall be referred to exclusive jurisdiction of the Malaysian Courts.

29.2. This CONTRACT shall be governed by and construed in accordance with the laws of Malaysia.

30. COMPLIANCE WITH APPLICABLE LAW

- 30.1. In the performance of this CONTRACT, the CONTRACTOR and its SUB-CONTRACTOR shall be subject to all APPLICABLE LAW.
- 30.2. The CONTRACTOR shall, at the CONTRACTOR's own expense, defend, indemnify and hold the COMPANY harmless from all forms of penalty which may be imposed on the COMPANY by reason of any alleged violation of law by the CONTRACTOR or its SUB-CONTRACTOR and also from all claims, suits, or proceedings that may be brought against the COMPANY 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 CONTRACTOR or its SUB-CONTRACTOR or by third Parties or by any GOVERNMENTAL AUTHORITY.
- 30.3. The CONTRACTOR's obligations under this Article shall include, without limitation, obtaining all necessary or appropriate licences or import licences or customs clearances or permits wherever applicable.
- 30.4. If the CONTRACTOR or its SUB-CONTRACTOR perform any part of the WORKS hereunder in breach of the law, then the CONTRACTOR shall bear any additional costs resulting from the said violation and correction thereof. The CONTRACTOR shall not enter into negotiations with any GOVERNMENTAL AUTHORITY to develop acceptance to exemption, composition, variation, or revision to law in connection with this CONTRACT without the COMPANY's prior written approval.
- 30.5. All documents produced by any of the Parties in the performance of this CONTRACT as well as all written communications of the Parties are to be written in the English language, which is hereby, the designated governing language of the CONTRACT. The COMPANY and the CONTRACTOR may use any language within their own organizations, except that all SUB-CONTRACT and all written communications pertaining to them shall be in English.

31. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements related to this CONTRACT, either written or oral, including the COMPANY's bid document and the CONTRACTOR's proposals, except to the extent they are expressly incorporated into this CONTRACT. No changes, alterations, or modifications to this CONTRACT shall be effective unless in writing and executed by the authorized signatories of the COMPANY and the CONTRACTOR.

32. NON-EXCLUSIVE AGREEMENT

This CONTRACT is non-exclusive and the COMPANY reserves the right to engage other contractors to perform similar or identical WORKS and/or supply similar or identical WORKS at any time during the CONTRACT PERIOD and/or EXTENDED PERIOD.

33. SUB-CONTRACTING AND ASSIGNMENT

- 33.1. The CONTRACTOR shall not sub-contract the whole of the WORKS but may enter into SUB-CONTRACT for the performance of parts of the WORKS. The CONTRACTOR shall not SUB-CONTRACT nor assign any of its rights and/or obligations under this CONTRACT or any part thereof without the COMPANY's prior written approval, which the COMPANY is entitled to withhold in its absolute discretion. SUB-CONTRACT documents and selection of SUB-CONTRACTOR related to the WORKS or any part thereof shall require the written approval of the COMPANY prior to award of each SUB-CONTRACT. Approval granted shall not release nor relieve the CONTRACTOR of any of its obligations under this CONTRACT or create any contractual relationship between any SUB-CONTRACTOR and the COMPANY.
- 33.2. The CONTRACTOR shall be fully responsible for any acts, defaults, and omissions of any SUB-CONTRACTOR, and persons either directly or indirectly employed by the SUB-CONTRACTOR, to the same extent as it is for the acts and omissions of persons directly or indirectly employed by the CONTRACTOR.
- 33.3. The COMPANY may assign this CONTRACT, including all rights and/or obligations hereunder, to any of its AFFILIATES, or any contractor of the COMPANY, performing similar or identical WORKS at any time with prior written notification to the CONTRACTOR.
- 33.4. The CONTRACTOR shall ensure that all the COMPANY's rights under this CONTRACT including access and audit rights are incorporated in all the CONTRACTOR's SUB-CONTRACT hereunder. For avoidance of doubt but not by way of

limitation, the CONTRACTOR shall, in all SUB-CONTRACT, include the following provisions:

- 33.4.1. the option of immediate termination of the SUB-CONTRACT;
 - 33.4.2. the option of immediate suspension of the SUB-CONTRACT;
 - 33.4.3. all rights and remedies available to the COMPANY in this CONTRACT; and
 - 33.4.4. all of the general duties and obligations the CONTRACTOR is required to fulfill as provided for in this CONTRACT.
- 33.5. The CONTRACTOR shall not be relieved from any obligations under this CONTRACT by entering into the SUB-CONTRACT, the CONTRACTOR undertakes to be fully responsible to the COMPANY for any acts, defaults and omissions of any of the SUB-CONTRACTOR, and persons either directly or indirectly employed by SUB-CONTRACTOR to the same extent as it is for the acts and omissions of persons directly or indirectly employed by the CONTRACTOR.
- 33.6. No SUB-CONTRACT shall bind or purport to bind the COMPANY and each of the SUB-CONTRACT shall provide for the possibility of its immediate termination at any time. Without prejudice to the provisions herein contained the CONTRACTOR shall hold harmless and indemnify the COMPANY from and against any action, damage, claim and/or demand whatsoever by any of the SUB-CONTRACTOR.
- 33.7. The CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all TAXES and Sales and Service Tax assessed against it and this shall not be reimbursed by the COMPANY. This includes any TAXES and Sales and Service Tax assessed or levied by the IRB or any other GOVERNMENTAL AUTHORITY on the SUB CONTRACTOR for the payment made by the CONTRACTOR to the SUB CONTRACTOR in connection with this CONTRACT. This would also include any TAXES levied on account of wages, salaries or other benefits paid to or enjoyed by employees of the SUB CONTRACTOR.
- 33.8. Notwithstanding any Articles provided in this CONTRACT, CONTRACTOR shall not except with prior approval of COMPANY conclude, negotiate or sign contracts on behalf of COMPANY and this authority shall vests only with COMPANY.

34. PROCUREMENT OF EQUIPMENT, FACILITIES, GOODS, MATERIALS, SUPPLIES AND SERVICES IN MALAYSIA

- 34.1. In the procurement of GOODS, equipment, facilities, materials, supplies, and services required for the WORKS, the CONTRACTOR shall use its best endeavours to observe the following:
- 34.1.1. the enhancement of effective local, especially Bumiputera participation in equity, management and employment;
 - 34.1.2. the transfer of technology to local (especially Bumiputera) firms and companies with the objective of developing local technical and managerial capabilities; and
 - 34.1.3. the need to minimize outflow of foreign exchange.
- 34.2. In pursuance of the provision of **ARTICLE 34.1**, the CONTRACTOR shall, unless otherwise approved by the COMPANY, comply with the following,
- 34.2.1. give priority to locally-manufactured goods in the procurement of equipment, facilities, goods, materials, supplies, and services required for the WORKS;
 - 34.2.2. give priority to Malaysian suppliers or manufacturers for equipment, facilities, goods, materials, supplies, and services required for the WORKS;
 - 34.2.3. give priority to services and research facilities, professional or otherwise, which are rendered by Malaysians or firms or companies incorporated or licensed in Malaysia;
 - 34.2.4. the CONTRACTOR shall procure services for all forwarding activities and for transportation of materials, equipment and personnel required for the WORKS hereunder from Government of Malaysia's appointed transporters and for transportation of personnel required for the WORKS. The CONTRACTOR is obliged to obtain for itself the latest Multimodal Transportation Operator (MTO) list.

- 34.3. The CONTRACTOR is encouraged to purchase all fuels and lubricants required during performance of the WORKS from the COMPANY' vendors only. Should the provided grade and delivery are not acceptable by the equipment manufacturer and or supplies are not readily available in the areas where the WORKS are being performed, the CONTRACTOR may, subject to the COMPANY's prior approval, purchase from other than the COMPANY' vendors. As soon as the provided grade, delivery and supplies are available, the CONTRACTOR shall resume purchase from the the COMPANY' vendors.
- 34.4. The CONTRACTOR shall seek the COMPANY's prior written approval and provide at the COMPANY's request a list of equipment, goods, materials, supplies and services required for operations under this CONTRACT purchased or procured outside Malaysia.

35. NOTICES

All notices to be given, submitted or made hereunder shall be in writing and made to either Party and shall be deemed to have been properly given or made to the Party it is addressed to if the notices are sent (by registered mail, courier service or facsimile) to the respective Party at the address as per **EXHIBIT [●]**.

36. SURVIVAL

Notwithstanding anything to the contrary, the obligations of the COMPANY and the CONTRACTOR in this CONTRACT in relation to **ARTICLE 7 – INVOICING AND PAYMENTS, ARTICLE 9 – WARRANTY AND REPRESENTATIONS, ARTICLE 19 – LIABILITIES AND INDEMNITIES, ARTICLE 26 – INTELLECTUAL PROPERTY RIGHTS** and **ARTICLE 28 - CONFIDENTIALITY** shall survive expiration or termination of this CONTRACT.

37. SEVERABILITY

If any Article of this CONTRACT is held to be illegal or is invalid under any laws or regulations applicable to this CONTRACT, such Article shall be fully severable and this CONTRACT shall be construed as if such illegal or invalid Article had never comprised as part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect and shall not be affected by the illegal or invalid provisions or by its severance from this CONTRACT.

38. TIME IS OF THE ESSENCE

- 38.1. The time stipulated for the performance of the WORKS and/or delivery of the WORKS is of the essence of this CONTRACT. The CONTRACTOR agrees to affect performance of the WORKS and/or delivery of the GOODS and mobilize its personnel and equipment on or before the stipulated completion/delivery date as stated in the ORDER. If the delivery or the mobilization shall be delayed, the CONTRACTOR shall immediately notify the COMPANY in writing, giving justifications for such delay.

38.2. Delay and Extension of Time

- 38.2.1. Upon it becoming reasonably apparent that the work schedule for the relevant WORKS and/or ORDER is delayed, the CONTRACTOR shall forthwith give written notice to the COMPANY REPRESENTATIVE, as to the causes of delay and relevant information with supporting documents enabling the COMPANY REPRESENTATIVE to form an opinion as to the cause and calculation of the length of delay. If in the opinion of the COMPANY REPRESENTATIVE that the delivery date is likely to be delayed or has been delayed beyond the date as provided in the ORDER or beyond the extended date of delivery previously fixed under this Article due to any one or more of the following events:

38.2.1.1. Force Majeure as provided under **ARTICLE 25 – FORCE MAJEURE**;

38.2.1.2. for any other reasons as deemed fit by the COMPANY;

then, the COMPANY REPRESENTATIVE **MAY**, if he is of the opinion that extension of time should be granted, so soon as he is able to estimate the length of the delay beyond the date or time aforesaid, issue a Certificate of Delay and Extension of Time, giving a fair reasonable extension of time for completion of the WORKS.

For avoidance of doubt, the COMPANY shall not be obligated to grant the extension of time to the CONTRACTOR and may impose the LAD pursuant to **ARTICLE 17 – LIQUIDATED ASCERTAINED DAMAGES**.

38.2.2. PROVIDED ALWAYS that the CONTRACTOR has taken all steps to avoid or mitigate such delay and shall do all that may be required and the COMPANY REPRESENTATIVE is satisfied with the steps taken by the CONTRACTOR to avoid or mitigate such delay.

38.2.3. PROVIDED FURTHER that any extension of time granted herein **ARTICLE 38.2** shall not result in any increase in CONTRACT PRICE.

39. TITLE TO THE GOODS AND RISK OF LOSS

39.1. Except for GOODS leased or rented, all GOODS required to be delivered pursuant to this CONTRACT and/or ORDER in respect of the WORKS and each part thereof, and everything intended for incorporation therein, shall, as soon as they are delivered in accordance to the delivery terms, or appropriated to the WORKS be the sole and unencumbered property of the COMPANY.

39.2. The CONTRACTOR hereby waives any liens or claims, which it might have at any time on or against any GOODS, raw data, field logs, documents, reports, drawings and calculations, which is to be incorporated into the WORKS.

39.3. The risk of loss of or damage to GOODS under the scope freight forwarding & logistics management and in plant delivery shall reside with the CONTRACTOR until the COMPANY takes physical possession of the GOODS. However, any such transfer of title will be without prejudice to the COMPANY's right to refuse the GOODS in case of non-conformity with the requirements of this CONTRACT.

40. LEGAL FEES AND STAMP DUTY

40.1. The stamp duty in respect of this CONTRACT shall be borne by the CONTRACTOR.

40.2. Each Party shall bear any respective legal costs and expenses it may incur for the preparation of the CONTRACT and/or any other incidental document thereto.

41. COMPLIANCE TO CRITICAL LEGAL AREAS

41.1. Anti-Bribery and Corruption and Anti-Money Laundering

41.1.1. The CONTRACTOR shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services 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 the COMPANY (including the provisions of the COMPANY Code of Business Ethics ("**CoBE**") relevant to the COMPANY's third parties and Anti-Bribery and Corruption Manual ("**ABC Manual**")) and have in place adequate controls and procedures to prevent corruption. The latest versions of the CoBE and ABC Manual can be accessed from <https://www.petronas.com/sustainability/governance-and-ethics>. The CONTRACTOR 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.

41.1.2. The CONTRACTOR must notify the COMPANY as soon as 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.

- 41.1.3. If the CONTRACTOR breaches this Article, the COMPANY shall be fully entitled to terminate the CONTRACT without any liability howsoever with written notice with immediate effect. The CONTRACTOR shall hold the COMPANY harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Article by the CONTRACTOR, its directors, employees, subcontractors and/or agents who are performing services in connection with this CONTRACT.
- 41.1.4. Upon request in writing by the COMPANY, the CONTRACTOR shall within, five (5) Business Days, provide the COMPANY with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If the COMPANY reasonably suspects that there is a breach of any obligation under this Article, the COMPANY or a third party appointed by the COMPANY shall have the right to immediately access and take copies of all records and other information relating to this CONTRACT held at the CONTRACTOR's premises and meet with the CONTRACTOR's personnel to audit the CONTRACTOR's compliance with its obligations under this Article and the CONTRACTOR shall provide all necessary assistance to the conduct of such audit by the COMPANY or such third party. If the audit reveals a breach of any obligations under this Article and any applicable anti-corruption laws, the CONTRACTOR will bear the cost of such audit and any remedial actions necessary to ensure compliance with Article and indemnify and hold harmless the COMPANY in respect of such breaches.
- 41.2. Human Rights
- 41.2.1. The CONTRACTOR warrants and undertakes that it will use its best efforts to abide by best practices aligned with the APPLICABLE LAW concerning human rights.
- 41.2.2. The CONTRACTOR further warrants and undertakes to immediately notify the COMPANY 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 CONTRACTOR shall address the cause of the adverse human right impact so as to avoid further similar adverse impacts and provide to the COMPANY a summary of the remedial and preventive measures taken within five (5) days from the first occurrence.
- 41.3. Personal Data Protection
- 41.3.1. The CONTRACTOR represents, warrants and undertakes to fully comply with all Data Protection Legislation in processing Personal Data in connection with this CONTRACT.
- 41.3.2. The CONTRACTOR agrees to immediately notify the COMPANY 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.
- 41.3.3. Where the COMPANY discloses any Personal Data to the CONTRACTOR, the CONTRACTOR shall:
- 41.3.3.1. 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 the COMPANY;
 - 41.3.3.2. only process the Personal Data for purposes relating to the CONTRACT and shall strictly comply with all directions given by the COMPANY in respect of the same;
 - 41.3.3.3. Not disclose the Personal Data to any third parties, or transfer any Personal Data without the COMPANY' prior written consent; and
 - 41.3.3.4. procure any third party that processes the Personal Data on behalf of the CONTRACTOR to agree in writing to the same terms that the CONTRACTOR agrees to in this **ARTICLE 40**.
- 41.3.4. The CONTRACTOR shall, at all times during and after the term of this CONTRACT, indemnify and keep indemnified the COMPANY and its AFFILIATES against all losses, damages, costs or expenses and other liabilities incurred by, awarded against or agreed to be paid by the COMPANY and/or its AFFILIATES and arising from the CONTRACTOR's breach of Data Protection Legislation or obligations under this **ARTICLE 40** except and to the extent that such liabilities have resulted directly from the COMPANY' (or its AFFILIATES) instructions, or breach of this CONTRACT by the COMPANY.

41.4. Sanctions

- 41.4.1. The CONTRACTOR shall perform this CONTRACT in compliance with any applicable SANCTIONS LAW. 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 LAW.
- 41.4.2. The CONTRACTOR warrants that the CONTRACTOR, its AFFILIATES and to the best of its knowledge, each of their respective directors, officers, employees, agents and representatives, are not:
- 41.4.2.1. the target of any SANCTIONS LAW;
 - 41.4.2.2. acting for the benefit of, or on behalf of, any person that is the target of any SANCTIONS LAW; and
 - 41.4.2.3. engaged and will not engage in any activity that would result in the CONTRACTOR becoming a target of SANCTIONS LAW.
- 41.4.3. Each Party warrants that all goods or services supplied under this CONTRACT shall not be used for:
- 41.4.3.1. 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;
 - 41.4.3.2. any terrorism activity; and
 - 41.4.3.3. participation in transactions with persons engaged in such activities.
- 41.4.4. The CONTRACTOR undertakes to promptly notify the COMPANY in the event it is no longer able to comply with the warranties above. The CONTRACTOR shall fully indemnify the COMPANY, its directors, shareholders and employees for any losses arising from a breach of these warranties.
- 41.4.5. The CONTRACTOR shall promptly notify the COMPANY in the event it is no longer able to comply with the warranties above. The CONTRACTOR agrees to fully indemnify and hold the COMPANY harmless, its directors, shareholders and employees for any losses arising from a breach of these warranties.
- 41.4.6. The CONTRACTOR must notify the COMPANY immediately upon becoming aware that it or any of its AFFILIATES is subject to any SANCTIONS LAW.

41.5. Export Controls

- 41.5.1. Each Party warrants to the other Party that all goods supplied 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.
- 41.5.2. Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties and access to its information as reasonably necessary to obtain any required approvals.
- 41.5.3. The CONTRACTOR must notify the COMPANY 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 the COMPANY, the CONTRACTOR shall within, five (5) Business Days, provide the

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

41.6. COMPETITION LAW

- 41.6.1. The CONTRACTOR shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services in connection with this CONTRACT to comply, with all applicable COMPETITION LAW.
- 41.6.2. The CONTRACTOR agrees to promptly notify the COMPANY of any suspected or occurrence of infringement of any COMPETITION LAW in connection with this CONTRACT. The COMPANY 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.
- 41.6.3. If the CONTRACTOR breaches this Article, the COMPANY shall be fully entitled to terminate the CONTRACT without any liability howsoever with written notice with immediate effect. The CONTRACTOR shall hold the COMPANY harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Article by the CONTRACTOR, its directors, employees, subcontractors and/or agents who are performing services in connection with this CONTRACT.
- 41.6.4. The CONTRACTOR must notify the COMPANY 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.

41.7. Indemnity

- 41.7.1. Without prejudice to any other rights and remedies to which the COMPANY may have recourse in law, the CONTRACTOR undertakes and agrees that it will at all times hereinafter indemnify and keep it indemnified fully and effectively against all claims, proceedings, actions, loss or damage, costs and expenses and other liabilities which they may directly or indirectly suffer or sustain as a result of or in connection with any misrepresentations contained in or any breach of any of the representations, warranties and undertakings of the CONTRACTOR set out in this CONTRACT. The indemnity shall remain in full force and effect for the entire duration of this CONTRACT and shall survive the termination of this CONTRACT.

42. ELECTRONIC SIGNATURE AND DELIVERY

The Parties hereby agree as follows:

- 42.1.1. that this CONTRACT and/or ORDER 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.
- 42.1.2. delivery of a copy of this CONTRACT and/or ORDER or any other document such as notices or letters pursuant to this 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.
- 42.1.3. where applicable and as the case maybe, to execute this CONTRACT and/or ORDER and/or any other documents and/or notices and/or letters by electronic communication in order to give effect to the execution and delivery of the relevant documents pursuant to this provision.

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