



NEC Corporation of Malaysia Sdn. Bhd. 200001023469 (526077-M)

Suite 19.01 Level 19, The Gardens South Tower,  
Mid Valley City,  
Lingkar Syed Putra,  
59200 Kuala Lumpur  
Malaysia  
Tel: (+603) 2299 6322 Fax: (+603) 2299 6323  
SST Registration Number: W10-1808-31028457

Page No: 1 of 7  
PO No: 4500554409  
PO Date: 07-Jul-23  
Buyer: NORLIANA BINTI  
Rev:

## Purchase Order

Please enter our order for the following subject to the Terms and Conditions attached below and incorporated as an integral part of this order

To: IEZZPRO INCORPORATION SDN BHD  
NO 34A, JALAN PP 2/4,  
TAMAN PUTRA PRIMA,  
47100 PUCHONG, SELANGOR  
Malaysia  
Tel: 013-351 2227 Fax: 03-8066 7273

### IMPORTANT

1. Your confirmation and acceptance of our order by return email is to reach us within 3 working days from receipt of this order
2. Show our order number on all invoices and packing sheets
3. Invoice should be forwarded to mailbox: ap\_invoice@nec.com.my
4. Supporting documentation(s) must be provided to support the billable amount. Failure to provide with supporting documentation(s) will delay the payment.
  - (a) For tangible item(s), it must be supported by acknowledgement receipt delivery note from end user or authorised personnel of NEC Corporation of Malaysia Sdn. Bhd.
  - (b) For non-tangible item(s), it must be supported by acknowledgement form or notes from authorised personnel of NEC Corporation of Malaysia Sdn. Bhd.

Destination		Transportation	Currency	Trade Terms	Payment Terms	For Office Use Only			
NEC Corporation of Malaysia Sdn. Bhd. Suite 19.01 Level 19, The Gardens South Tower, Mid Valley City, Lingkar Syed Putra, 59200 KUALA LUMPUR Malaysia Tel: 3 2299 6322 Fax: 3 2299 6323			MYR	LCD	Net 60 Days	MS Network			
Item	Part No.	Description	Unit	Quantity	Unit Price	Total Price (Excl.Taxes)	Taxes%	Total Amount (Incl.Taxes)	Delivery Date
00010	Q5A-0000094810	SDEC FWA WIRELESS INSTALLATION SERVICE  -Full Hardware Installation (BBU,CPRI, GPS Antenna, 6 x Antenna, 6 x RRU system Installation) -Supply & Install Labeling for 2G or 3G or LTE (Yellow Outdoor Taging with Cable Tie & Yellow Label with White Plate) -Supply and Install armoured 4-6 cores Fiber Optics cable (from equipment cabinet to existing backhaul provider cabinet at Hub and Fiber POP sites) -Supply and Install 2 x Outdoor STP CAT 6 cables (from equipment cabinet to existing backhaul provider cabinet at Hub and Fiber POP sites)	EACH	1	6,000.00	6,000.00	0	6,000.00	07-Aug-2023
00020	Q5A-0000094811	BASE	EACH	1	500.00	500.00	0	500.00	07-Aug-2023

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Item	Part No.	Description	Unit	Quantity	Unit Price	Total Price (Excl.Taxes)	Taxes%	Total Amount (Incl.Taxes)	Delivery Date
00030	Q5A-0000095045	CONFIGURATION AT SITE SDEC FWA Microwave Installation Service	EACH	1	4,500.00	4,500.00	0	4,500.00	07-Aug-2023
00040	Q5A-0000094823	Installation MW 1.8m_2 Antennas/HOP (includes boom and bracket) BASE CONFIGURATION,TEST ING&COMMISSIONING	EACH	1	1,500.00	1,500.00	0	1,500.00	07-Aug-2023
00050	Q5A-0000093155	SDEC MTS 3500W Pwr Istl Svc (Mode 4)	EACH	1	2,450.00	2,450.00	0	2,450.00	07-Aug-2023
00060	Q5A-0000094205	-Installation of Integrated Controller and Converter Power System including Battery Cabinet, Outdoor Cabinet, Rectifier ,Energy Storage System (1x MTS9304A-HA16A1 and 1x Battery Cabinet MTS9300A-XA10A3 Half) -Installation of cabling for electrical connection wiring c/w mounting accessories, termination labelling and proper cable management, GI conduits. (Supply & Install Grounding Cable, GI Conduit, Metal Flexible Conduit) -Power Testing and Commissioning SDEC FWA CCTV	EACH	1	2,600.00	2,600.00	0	2,600.00	07-Aug-2023

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Item	Part No.	Description	Unit	Quantity	Unit Price	Total Price (Excl.Taxes)	Taxes%	Total Amount (Incl.Taxes)	Delivery Date
		Power Installation Service							
		-Supply & Install Cat 6 STP patch cord, 30 meter. Per Site							
		-Supply & Install GI conduit 25mm dia. 30 Meters Per Site							
		-Install NVR, per site							
		-Install and Mount CCTV/HornSpeakers, Per Sites							
		-CCTV Testing and Commissioning							
00070	Q5A-0000094825	LAST MILE DELIVERY POINT TO POINT	EACH	1	1,600.00	1,600.00	0	1,600.00	07-Aug-2023
		Kuching - Sri Aman							
00080	Q5A-0000093158	Re-mobilisation	EACH	2	450.00	900.00	0	900.00	07-Aug-2023
		201km-400km							
00090	Q5A-0000094898	Supply Temporary Generator Set for	EACH	1	870.00	870.00	0	870.00	07-Aug-2023
		Testing Purpose Per Site							
00100	Q5A-0000094848	Additional Special	EACH	1	1,500.00	1,500.00	0	1,500.00	07-Aug-2023

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Item	Part No.	Description	Unit	Quantity	Unit Price	Total Price (Excl.Taxes)	Taxes%	Total Amount (Incl.Taxes)	Delivery Date
		Transportation 4x4 + 2 manpower for materials delivery to the Site due to slippery, steep & dangerous hill access for lorry transporter							
00110	Q5A-0000096353	Safety Hazard Issue at Site  - Manpower to clear Bee hives at site during night time	EACH	1	500.00	500.00	0	500.00	07-Aug-2023
Total:						22,920.00		22,920.00	

### REMARKS:

REFER QUOTATION FROM IEZZPRO INCORPORATION SDN BHD  
SITE ID: SPAK  
SITE NAME: KG SAPAK

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**TERMS AND CONDITIONS OF PURCHASE OF NEC CORPORATION OF MALAYSIA SDN BHD**

**1. ACCEPTANCE OF ORDER.** Seller should accept this purchase order (the "Order") and any amendments by return confirmation and acceptance of the Order by email to NEC Corporation of Malaysia Sdn. Bhd. ("NEC") within the stipulated validity period. Even without such written acknowledgment, Seller's full or partial performance under this Order will constitute acceptance of the Order. By acceptance of this Order, Seller agrees to be bound by, and to comply with each and every one of the terms and conditions set forth as contained in the Order (collectively, the "Terms and Conditions"), which include any supplements to it, and all specifications and other documents referred to in this Order. These Terms and Conditions apply to everything listed in this Order and constitute NEC's offer to Seller, which NEC may revoke at any time prior to Seller's acceptance. This Order is not an acceptance by NEC of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms and Conditions. Terms and conditions different from or in addition to these Terms and Conditions, whether contained in any acknowledgment of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on NEC, whether or not they would materially alter this Order, and NEC hereby rejects them. These Terms and Conditions may be modified only by a written document signed by duly authorized representatives of NEC and Seller.

**2. PRICE.** The prices of goods and services specified in the Order (the "Goods or Services") shall be fixed and shall not be varied for any reason, except as otherwise provided in Section 4 or as otherwise agreed by NEC in writing. Such prices shall unless otherwise specified by NEC include all costs of delivery to the premises specified by NEC (the "Delivery Point") as well as applicable taxes, duties or charges.

**2A. TAXES.** Seller is responsible for and will pay all applicable income taxes, costs, duties, charges, fees, levies, withholdings, deductions or other assessments imposed or collected by any governmental entity worldwide on the Goods or Services provided by Seller to NEC under this Order. If NEC provides a direct pay certificate, certification of tax exemption, or reduce rate of tax imposed by an applicable tax authority, Seller agrees not to invoice, or to pay any such tax unless and until the applicable tax authorities assesses such tax, at which time Seller shall invoice and Seller agrees to pay any such tax that is legally owed. NEC shall withhold taxes as required under applicable law on payments made to Seller hereunder and shall be required to remit to Seller only the net proceeds thereof.

**3. PAYMENT.** Payment for Goods or Services shall be made unless otherwise agreed in writing within sixty (60) days from (i) the date of Seller's valid invoice or (ii) the date of delivery or performance of such Goods or Services, whichever is later. NEC reserves the right at any time to set off any amounts due or becoming due to Seller against any amounts owed to NEC by Seller. Payment will not be deemed acceptance of the Goods or Services, and such Goods or Services will be subject to inspection, test, acceptance or rejection by NEC.

**4. CHANGES.** NEC reserves the right at any time or from time to time to request changes in any or all of the following: (i) quantities of Goods ordered; (ii) specifications, descriptions, samples, drawings and other data furnished or designated by NEC to Seller (Collectively, "Specifications") with respect to the manufacture, procurement, transportation, supply or performance of any Goods or Services; (iii) method of shipment of packing of any Goods; (iv) Delivery Point or place of performance of any Goods or Services and (v) time of delivery or performance of any Good or Services. Requests for such changes shall be made by cable, telex, facsimile or letter from NEC to Seller. Seller shall respond promptly in writing to such requests, and shall not unreasonably withhold its consent thereto.

**5. KEEPING OF ADEQUATE STOCK.** Seller undertakes either to hold an adequate stock of Goods or not to cease manufacturing Goods without NEC's consent so as to ensure continuity of supply of Goods for the period specified in the Order.

**6. INSPECTION PRIOR TO DELIVERY.** Representatives of NEC and its Affiliates shall have the right to enter the premises of Seller and its subcontractors at all reasonable times for the purpose of inspecting and testing Goods during or after the manufacture thereof and may reject, or request improvement with respect to any Goods that do not conform to the Order or to any Specifications. As used herein, the terms "Affiliate" shall mean any firm or corporation directly or indirectly controlling, controlled by or under common control with NEC.

**7. DELIVERY.** (a) Seller hereby undertakes to supply the Goods and/or perform or execute the Services by and in accordance with the dates, timelines and milestones (as the case may be) as specified in the Order. Time shall be of the essence. (b) All Goods shall be delivered together with all drawings and warnings necessary for the safe and satisfactory maintenance, repair and use thereof. (c) If Seller shall fail to complete the delivery of Goods or the performance of Services within the time or times specified in the Order or, if no time is so specified, within a reasonable time after the date of the Order, NEC reserves the right, without incurring any liability to Seller thereby, and without prejudice to any other rights and remedies that NEC may have, to do any or all of the following:- (i) to reject such Goods or cancel such Services; (ii) to purchase similar goods or obtain similar services elsewhere and/or (iii) to charge Seller with any damages, loss, cost or expense incurred. In the event the performance of the Services is unsatisfactory and does not meet NEC's expectation or does not conform to NEC's requirements under the Order and Specifications, NEC may require the Seller to make good and/or perform to NEC's satisfaction the Services at Seller's own cost and expense.

**8. PACKING.** (a) Seller, at its own expense, shall have Goods properly packed and shall take measures to protect Goods during handling, loading and unloading as well as during long-distance sea or air and inland transportation so as to ensure the safe arrival of Goods at the Delivery Point without any damage or deterioration. (b) Should Goods be damaged or lost due to Seller's improper packing and/or inadequate protective measures before shipment, Seller shall be liable for, at NEC's sole option, the repair or replacement of such Goods or the payment of monetary damages.

**9. RISK.** Risk of loss or damage to Goods shall not pass to NEC until receipt thereof by NEC or its Affiliate at the Delivery Point. Risk of loss or damage to Goods shall revert to Seller upon rejection of such Goods by NEC or its Affiliate.

**10. TITLE.** (a) Title to Goods shall not pass to NEC until receipt thereof by NEC or its Affiliate at the Delivery Point. (b) Title to Goods shall revert to Seller upon rejection of such Goods by NEC or its Affiliate. (c) No reservation of title by Seller shall be effective with respect to Goods unless expressly agreed to in writing by NEC.

**11. INSPECTION AFTER DELIVERY.** In addition to the rights of inspection provided in Section 6, Goods shall be subject to inspection and approval by NEC or its Affiliate at the Delivery Point. NEC or its Affiliate shall have the right to reject all or part of the shipment of Goods which is not in conformity with the Order or any Specifications, or with any of Seller's express or implied warranties. NEC or its Affiliate shall exercise the said right of rejection within a reasonable period following the delivery of the shipment in question. NEC may charge Seller for any loss and damages incurred by NEC or its Affiliate as a result of the non-conformity. Seller shall arrange, at its own expense, for the return of the rejected Goods. Seller shall give NEC full credit, at the price charged to NEC hereunder, for any Goods rejected by NEC or its Affiliate. Taking delivery of or making payment for the Goods shall not be deemed as acceptance thereof.

**12. WARRANTIES.** In relation to the Goods (a) Seller warrants that; (i) all Goods provided shall be new and not used or refurbished; (b) all Goods shall be of good quality, workmanship, material and design; (ii) all Goods shall conform fully to all applicable Specification; (iii) all Goods shall be of merchantable quality and free from defects; (iv) all Goods shall be fit, sufficient and safe for the intended purpose of NEC, its Affiliate and/or end users; and (v) all Goods shall, at the time of delivery, be free and clear of all claims, liens and other encumbrances of any kind. (b) Seller agrees that the foregoing warranties shall survive acceptance of any Goods and shall be in addition to any other express or implied warranties of

Seller. Seller's warranties hereunder shall include such express or implied warranties as shall be provided by applicable law or other regulations which may be in force at the time of delivery. (c) Without limitation to NEC's rights of termination set forth in Section 16 hereof, if at any time within one (1) year following the delivery of any shipment of Goods hereunder or within the warranty period of the Goods, whichever is later, NEC or its Affiliate finds that all or part of the said shipment of Goods does not conform to the warranties specified in this Section 12 or fails in any other respect to conform to the requirements set forth in the Order, Seller shall either repair or replace such non-conforming Goods at Seller's expense within a reasonable period in accordance with NEC's or its Affiliate request, provided that Seller shall also reimburse NEC for any loss, costs or expenses incurred by NEC or any of its Affiliates as a result of the non-conformity. In relation to the Services, (a) Seller represents and warrants that (i) all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required under current, good and sound professional procedures; (ii) all Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes stated in the Order and the Specifications; and (iii) performance of the Services will not conflict with, or be prohibited in any way, by any other agreement or statutory restriction to which Seller is bound.

**13. CONFIDENTIALITY.** (a) All Specifications and other materials containing any information which has been disclosed by NEC to Seller in confidence with identification by NEC as the confidential information of NEC shall remain the property of NEC. (b) Seller shall not disclose such confidential information of NEC to any person outside its employ, or use for any purpose other than for the purpose of the Order. Seller shall return to NEC all Specifications and all such other materials, together with any copies thereof, upon completion of the delivery of Goods or performance of Services or, if earlier, upon NEC's request or upon termination of the Order. If Seller subcontracts or otherwise delegates any duties under the Order to any third party in accordance with Section 20, Seller shall impose on such third party the same obligations as those stipulated in this Section 13(b) NEC retains proprietary rights in and to all Specifications. All discoveries by Seller or any of its subcontractors in connection with the Order shall belong to NEC free and clear of any claims by Seller or any such subcontractors of any kind or character whatsoever. (c) Any information disclosed by Seller to NEC hereunder shall not be deemed confidential and NEC will not be obligated to retain any such information in confidence.

**14. INDEMNITY AND OTHER OBLIGATIONS.**

(a) Seller shall defend, indemnify and hold harmless NEC, its Affiliates, end users of Goods and its or their respective officers and employees (collectively, the "Indemnitees") against all liability, loss (including, without limitation, consequential losses and loss of profits), damages, penalties, claims, suits, actions, costs, and expenses (including, without limitation, attorney's fees and disbursement) which may be incurred by, imposed on, brought against, or suffered by one or more of the Indemnitees in respect of any:

- (i) death or personal injury, or damages to or loss of real or personal property, arising out or otherwise in connection with the lack of safety, defects and/or malfunction of the Goods;
  - (ii) death or personal injury, howsoever caused, to any Seller's employees, agents or subcontractors while in or around any of NEC's or any of its Affiliates' facilities or other places of business, provided that such death or personal injury is not attributable to the gross negligence or willful misconduct of NEC or any of its Affiliate; and
  - (iii) any breach by Seller of the agreed terms of the Order (including without limitation the dates, timelines and milestones as specified in the Order) and/or supply, delivery, performance or execution of the Goods/ Services.
- (b) If it appears that any person or entity suffers, or potentially may suffer death, injury, or damages to or loss of real or personal property (hereafter called "Third Party Damage") on account of the Goods, or any products incorporating the Goods, the Seller shall:

- (i) advise NEC of the event or possibility forthwith;
- (ii) upon NEC's request, make reasonable efforts to furnish NEC with technical drawings, specification sheets, process charts, inspection records and other materials, data and documents relating to the design, manufacture, safety evaluation and quality control of the Goods;
- (iii) upon NEC's request, investigate in co-operation with NEC or its Affiliates, the cause of any Third Party Damage caused by or originated from the Good, or any products incorporating the Goods; and
- (iv) in case the Third Party Damage is due to defects in the Goods, take appropriate steps to remove any defects in the Goods and to prevent occurrence or recurrence of the Third Party Damage (including recall and replacement of the Goods, or any products incorporating the Goods).

This paragraph 14(b) shall not be construed as affecting the obligations of Seller under paragraph 14(a) in any manner.

**15. PROPRIETARY RIGHTS.** By accepting the Order, Seller represents and warrants that no sale, lease, use, importation, exportation or other disposition of Goods by NEC, any of its Affiliate or any other Indemnitee shall infringe on any patent, design, trademark, copyright or other intellectual property right (each an "Intellectual Property Right") of any third party in any country. Seller shall defend, indemnify and hold harmless the Indemnitees from and against all liability, loss (including, without limitation, consequential losses and loss of profits), damage, penalties, claims, suits, actions, costs and expenses (including, without limitation, attorney's fees and disbursement) based upon, arising out of or otherwise in respect of any actual or alleged infringement of any Intellectual Property Right resulting from the sale, lease, use importation, exportation or other disposition of Goods. Seller grants NEC all rights and licenses necessary for NEC and its Affiliate to use, transfer, pass-through and sell the Goods and to exercise the rights granted under the Order. Except for Goods consisting of software (which is licensed as provided in the foregoing), all Work Product developed by the Seller and provided to NEC under this Order are and shall remain the sole and exclusive property of NEC. For the purposes of this Order, "Work Product" includes, without limitation, all designs, discoveries, creations, works, devices, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived or developed by Seller, either alone or with other, which results from or relate to the Services performed pursuant to the Order, and all copies thereof. For the avoidance of doubt, standard Goods manufactured by Seller and sold to NEC without having been designed, customized or modified for NEC do not constitute Work Product.

**16. TERMINATION.** (a) Should any of the following events occur, Seller shall be deemed to have repudiated the Order and NEC shall be entitled to forthwith terminate the Order and pursue all rights and remedies available to its pursuant to the Order and applicable law: (i) NEC or its Affiliate rightfully rejects any Goods or Services; (ii) Seller breaches any of the Terms and Conditions set forth in the Order, including, without limitation, any of the warranties specified in Section 12; or (iii) the occurrence of any of insolvency of Seller; Seller's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition to have Seller declared bankrupt; the appointment of a receiver or trustee for Seller; or the conclusion by Seller of an assignment for the benefit of creditors. (b) In the event that NEC terminates the Order pursuant to Section 16(a), NEC without prejudice to any other rights and remedies available to it under applicable laws for the breach of the Order, shall have the right: (i) to refuse, or to cause its Affiliate to refuse, to accept delivery of Goods, in which case NEC shall be relieved from liability for any payments to Seller; (ii) to recover from Seller all advance payments for uncompleted Services and undelivered or returned Goods (including, without limitation, all payments for freight, storage, handling and other expenses incurred by NEC or any affiliates in connection therewith); and (iii) to purchase goods or services similar to Goods or Services elsewhere and charge Seller with any loss, cost or expense incurred. (c) In addition to its right to terminate the Order pursuant to Section 16(a), NEC may at any time unilaterally terminate the Order for convenience and without having to assign any reasons in whole or in part, by giving Seller a written notice of termination. Seller shall cease to perform the Services and/or provide Goods under the Order on the date of termination specified in the notice. In the event of such termination for convenience, NEC shall be liable to Seller only for those Services satisfactorily performed and

those conforming Goods delivered to NEC through to the date of termination, less appropriate offsets, provided that the amount payable shall in no event exceed the prices of the Goods or Services specified in such Order and shall be ascertained and agreed to by the Seller and NEC in writing. Upon the expiration or termination of this Order for any reason : (i) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (ii) Seller will promptly notify NEC of all NEC Confidential Information or any Work Product in Seller's possession, and at the expense of Seller, and in accordance with NEC's instructions, will promptly deliver to NEC all such NEC Confidential Information and/or Work Products.

**17. COMPLIANCE WITH LAWS.** Seller hereby represents, warrants and undertakes that all Goods and Services will be furnished in compliance with all applicable laws, statutes, regulations and guidelines, including but not limited to, the Employment Act, the Occupational Safety and Health Act, the Environmental Quality Act. Seller shall not use any payment or other benefit derived from NEC to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting the Order, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to an employee, officer or other person acting in an official capacity for any government or agency or any political party. Seller shall at all times refrain from engaging in any illegal, unfair, anti-competitive or deceptive trade practices or unethical business practices. Seller shall at its expense obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. Seller shall adhere to NEC's rules and policies and disseminate current information and materials as announced or provided from time to time by NEC to Seller. Seller shall comply with NEC's Supplier Code of Conduct at all times. Without prejudice to the foregoing, Seller shall not and shall ensure that its employees, agents and contractors shall not offer or give or agree to give to any person any gift or consideration of any kind to NEC, its employees, agents and contractors as an inducement or reward for doing to forbearing to do or for having done or forborne to do any action in relation to the Order, including any act which may constitute an offence under Malaysian Anti-Corruption Commission Act 2009 or any other law or the abetment of or attempt to commit such offence.

Seller shall defend, indemnify and hold harmless the Indemnitees from and against all liability, loss, damage, penalties, claims, suits, actions, costs and expenses (including, without limitation, attorney's fees and disbursements) which may be incurred by, imposed on, brought against or suffered by any one or more of the Indemnitees for or in relation to Seller's failure to comply with (i) any laws or regulations by which the performance of the Order will be governed; (ii) the Seller's obligations as set forth in this Section 17, and (iii) the Seller's obligations set forth in Section 18(a) below.

**18. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS, AND TRADE RESTRICTIONS.**

(a) Seller shall comply with all applicable export control laws and regulations of the countries having competent jurisdiction, including but not limited to the Export Administration Regulations ("EAR") of the U.S.A and shall procure any export licenses required from the competent authorities to supply NEC with the Goods (including software) and/or technologies (hereinafter referred to as "Item"). If requested by NEC, Seller shall submit to NEC the export control documents on classification of the Item in accordance with the export control laws and regulations of the country in which Seller is domiciled as well as under the U.S. export control laws and regulations and disclose the details of any encryption functionality of the Item. The export control classification documents shall set out and contain the following information:- (i) terms and conditions of the individual license or license exception applicable to any Item which is subject to the U.S. export control regulations, such as the EAR and the International Traffic in Arms Regulations (ITAR), information of Export Control Classification Number (ECCN) on the Commerce Control List or Category of the U.S. Munitions List; and (ii) state whether the Item is listed on the export control list of the country in which Seller exists and, if listed, the export control classification number of the Item classified in accordance with the list. Where an Item is controlled under the EAR, Seller shall be required to fill in the Export Control Information Sheet as provided by NEC to the Seller and to submit to NEC the duly completed and signed copy thereof. (b) If there are any changes to be made by the Seller to the specification, materials or country of origin of the Item, Seller shall promptly notify and obtain NEC's written consent to such changes, and re-submit the duly revised export control classification documents to NEC reflecting such changes. (c) Seller shall promptly submit to NEC any additional information related to export control classification in accordance with the latest laws and regulations and/or apply for necessary amendment to the (re-) export licenses issued by the U.S. authorities for the Item supplied to NEC upon any request made by NEC. (d) If, following the date of the Order, (i) there shall be imposed any import, export or other restriction on international trade or commerce or there shall be enacted or otherwise issued any law, regulation or order regulating or purporting to regulate any import, export or other international trade or commerce in any way including, without limitation, any creation or increase (whether retaliatory or otherwise) of tariffs, import surcharges, anti-dumping or countervailing duties, fees or any other form of charge whatsoever, or the imposition of any import or export quota or embargo, and (i) NEC's ability to perform the Order is adversely affected thereby, or its underlying economic assumptions with respect to the Order become inaccurate in any respect, NEC shall have the option either (a) to terminate the Order in whole or in part by written notice to Seller, without incurring any liability to Seller thereby, or (b) to require Seller to renegotiate, in good faith, for the purpose of adjusting equitably any of the Terms and Conditions, in which event Seller shall promptly commence such renegotiations with NEC.

**19. APPLICABLE LAW AND SUBMISSION TO JURISDICTION.** The order shall in all respects be governed by and construed in accordance with the laws of Malaysia. Seller and NEC hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods with respect to the sales covered by the Order. Seller hereby irrevocably consents to the nonexclusive jurisdiction of Malaysia courts in connection with any and all suits, actions or other proceedings (collectively "Proceedings") arising out of or in relation to the Order and hereby waives and agrees not to assert, as a defense or otherwise, in any of such proceedings, any claim that it is not personally subject to the jurisdiction of the above-named courts, that Proceedings are brought in an inconvenient forum, that the venue of Proceedings is improper or that the subject matter of the Order may not be enforced in or by such courts. Seller agrees that process against it may be served by delivery of process to its office or agent in Malaysia designated from time to time in writing to NEC.

**20. ASSIGNMENT AND BINDING EFFECT.** Seller shall not assign any rights, or subcontract or otherwise delegate any duties, under the Order to any third party without the prior written consent of NEC. The order shall be binding upon and insure to the benefit of NEC and Seller and their respective successors and permitted assigns, and is also made for the benefit of, and shall be enforceable by, each Indemnitee to the extent of its interest hereunder.

**21. ENTIRE AGREEMENT; MODIFICATION AND WAIVER.** The terms and Conditions set forth in the Order, together with Specifications, if any, constitute the entire agreement between NEC and Seller in respect of the subject matter hereof and supersede all prior agreements, written or oral, with respect thereto. Any alterations or modifications hereof shall be by mutual agreement of the parties and shall not be binding on NEC unless agreed by NEC in writing. No claim or right of NEC arising out of a breach of the Order shall be discharged in whole or in part by a waiver of such claim or right unless such waiver is made by NEC in writing. No delay on the part of NEC in exercising any right hereunder shall operate as a waiver thereof, nor shall any waiver by NEC of any such right, or any single or partial exercise of such right, preclude any further exercise thereof or the exercise of any other such right.

**22. PRIVACY POLICY.** The Personal Data Protection Act 2010 ("PDPA 2010") was enacted by the government to regulate the processing of the personal data and in view of that, kindly ensure that the personal data of the Indemnitees are protected in accordance with the PDPA 2010. In compliance with the PDPA 2010, please refer to our Privacy Policy at our website: <http://my.nec.com/index.html>.

# MEMORANDUM

**Date:** 01-04-2022

**From:** NEC Corporation of Malaysia Sdn Bhd – Purchasing Division

**Subject: A Gentle Reminder - Compulsory Attachment of Proof of Delivery and Purchase Order Number in conjunction with Invoices**

Dear Valued Suppliers,

The purpose of this memorandum is to officially obligate proof of delivery and purchase order number in conjunction with sending invoices.

This proof of delivery can be of any form from Delivery Orders, Service Reports, Maintenance/License Agreements or any form of contracts. **All proof of delivery must indicate acknowledgement from NEC personnel.**

Please take note of the following when issuing invoices:

1. Please attach proof of delivery in conjunction with sending invoices.
2. Please indicate NEC Purchase Order Number on the invoice.
3. Please send all softcopy of the original invoice and proof of delivery to [ap\\_invoice@nec.com.my](mailto:ap_invoice@nec.com.my).

We thank you in advance and look forward to your cooperation in facilitating smoother operations in payment processing.

Best Regards  
NEC Corporation of Malaysia Sdn Bhd