

## PURCHASE ORDER



OS220000004576

|                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ONSITE SERVICES SDN BHD</b><br><br>FIRST FLOOR, BANGUNAN AHP,NO 2, JALAN TUN MOHD FUAD 3<br><br>TAMAN TUN DR. ISMAIL<br><br>60000 KUALA LUMPUR<br><br>KUALA LUMPUR<br><br>MALAYSIA<br><br>Telephone : (+60)3 7680 1818                                             | <b>INFORMATION:</b><br><br>PO Issuance Date : 30/05/2022<br><br>Contract/Quotation : OSS_LOA_2020_00119<br>Ref : MYR<br>Currency : N45<br>Payment term :<br>Incoterm                                                                                                             |
| <b>SUPPLIER INFO:</b><br><br>IEZZPRO INCORPORATION SDN BHD<br><br>NO 34 & 34A, JALAN PP 2/4, TAMAN PUTRA PRIMA<br><br><br>47100 PUCHONG<br><br>SELANGOR<br><br>MALAYSIA<br><br><br>Vendor ID : OSS V00009<br>Telephone : +60 03 80667273<br>Email : badri@iezzpro.com | <b>DELIVERY INFO:</b><br><br>EDOTCO MALAYSIA SDN BHD<br><br>OSS WAREHOUSE KLANG<br><br>NO.5,JALAN DATARAN MARVELENE<br><br>41050 KAWASAN 17, KLANG<br><br>SELANGOR<br><br>MALAYSIA<br><br><br>Contact Person : Rahmat Misan<br>Telephone :<br>Email : rahmat_misan@onsite.com.my |

The attached Purchase Order Terms & Conditions shall be treated as integral part of this Purchase Order.

| Line | Item number | Description                                        | Site         | Delivery lead time | Qty | UOM | Unit price | Amount |
|------|-------------|----------------------------------------------------|--------------|--------------------|-----|-----|------------|--------|
| 1    | 7851        | Transportation_CM Works_within 70-200KM            | MSMY008019SS | 06/03/22           | 1   | EA  | 123.34     | 123.34 |
| 2    | 9955        | Dismantle and Relocate_Microwave Equipment_RF Unit | MSMY008019SS | 06/03/22           | 1   | AU  | 250.00     | 250.00 |
| 3    | 9711        | Electrical Tape_3M                                 | MSMY008019SS | 06/03/22           | 1   | EA  | 8.55       | 8.55   |
| 4    | 7818        | Install_Grounding Kit                              | MSMY008019SS | 06/03/22           | 2   | AU  | 7.58       | 15.16  |
| 5    | 7849        | Transportation_CM Works_Motorboat                  | MSMY008019SS | 06/03/22           | 2   | EA  | 308.25     | 616.50 |

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**Payment Milestone/Remarks:**

|                                                                  |                   |                 |
|------------------------------------------------------------------|-------------------|-----------------|
| TX-EWPCM-SABA-07417-PCM-REPLACE FAULTY RF-KG TELUTU (USP)-S00947 | <b>Net amount</b> | <b>1,013.55</b> |
|                                                                  | <b>Taxes</b>      | <b>0.00</b>     |
|                                                                  | <b>Total</b>      | <b>1,013.55</b> |

\*\*\*This is a computer generated document, signature is not required\*\*\*

# PURCHASE ORDER



OS220000004576

## edotco Group Sdn Bhd Purchase Order Standard Terms and Conditions

### 1. ACCEPTANCE

**1.1** These standard terms and conditions of purchase ("**Terms and Conditions**") which are non-negotiable shall govern and form an integral part of the purchase order together with all of its attachments (if any) and are collectively referred to as "**PO**". The PO is issued by EDOTCO GROUP SDN BHD (1022843-U), any of its subsidiaries or affiliates ("**Buyer**") to the party responsible for supplying the Goods ("**Supplier**") as specified in the PO. Where the Buyer specifically agreed otherwise in writing or where the PO is issued as an ordering mechanism under the terms and conditions of another framework or document (i.e., contract) (bearing the Contract Reference No. as set out in the PO, if any) ("**Contract**"), the terms and conditions of the Contract would prevail over these Terms and Conditions in the event of any conflict and/or inconsistencies.

**1.2** As used herein, the term "**Goods**" shall include both tangible and intangible goods, including, but not limited to, software, services, tools, peripherals, spare parts and any related software and documentation that may accompany the Goods. Reference to "**Goods**" shall where appropriate be deemed to include services.

**1.3** The PO shall become a binding contract subject to these Terms and Conditions and shall be deemed to be accepted by the Supplier:

(i) by acknowledgement or execution of the acceptance portion of the PO by the Supplier or in the event the Supplier fails to respond to the PO within three (3) days from the date of the PO; or

(ii) by the Supplier's commencement of delivery of the Goods (including planning) or shipment of the Goods; or

(iii) by other conduct(s) by the Supplier or any of its representatives reasonably demonstrating their acceptance of the PO,

whichever occurs first.

### 2. DELIVERY, TRANSPORTATION, SHIPPING AND BILLING

**2.1 Delivery, Transportation, Shipping.** The Supplier will: (a) ensure the Goods are suitably packed to avoid damage in transit or in storage, marked and delivered or shipped in accordance with the Buyer's requirements and all applicable laws or regulations; and (b) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the PO. The Supplier will include on the delivery order, bills of lading or other shipping receipts the correct classification identification of the Goods delivered or shipped as required by the Buyer and the relevant authorities. The marks on each package and identification of the Goods on packing slips, delivery order, bills of lading and invoices must enable the Buyer to easily identify the Goods.

**2.2 Billing and Payment.** Unless otherwise stated on the PO, invoicing shall be one hundred percent (100%) of the PO value upon written acceptance of the Goods by the Buyer. Payment term is 45 days after receipt of a valid and correct invoice together with all relevant supporting documents by the Buyer. All payments under the PO are without prejudice to the Buyer's claims, rights, or remedies.

**2.3 Taxes.** Unless otherwise stated in the PO, the price includes all applicable taxes, duties and charges. Supplier will separately invoice the Buyer for any value added tax (VAT), goods and services tax (GST), sales, service or similar turnover taxes or charges that the Supplier is required by law to collect from the Buyer. Invoices shall also be in the appropriate format required by local law to permit deduction of payments for income tax purposes by the Buyer.

Where sales tax, service tax or tax of similar nature under the relevant Malaysian tax law is applicable on any Goods supplied under the PO, the Buyer shall pay for the appropriate tax (imposed by the relevant tax authorities in Malaysia) under each invoice provided that the Supplier has complied with the following: (a) the Supplier is duly licensed with the relevant Malaysian authorities to collect such tax; (b) the appropriate tax for each charge is included under the relevant invoice at the time of the issuance of the invoice; and (c) all invoices provided by the Supplier to the Buyer complies with the relevant tax laws enforced by the Malaysian authorities.

Notwithstanding the foregoing, each party shall be responsible for their respective tax obligations.

**2.4 Withholding Tax.** If the Buyer is required by law to make any deduction or withholding of any sum otherwise payable to Supplier under the PO, the Buyer is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. Buyer will upon request from the Supplier, provide the Supplier with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by the Buyer. If the Supplier is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Supplier may furnish to the Buyer evidence by way of letter or certificate issued by the relevant tax authority confirming the tax residence status of the Supplier. Upon receipt, the Buyer will implement the appropriate preferential tax rate.

**2.5 Delivery.** The Supplier shall deliver the Goods in accordance to the quantities, designated location(s), dates and times specified in the PO or any written instructions by the Buyer. Time is of the essence for all deliveries. In the absence of delivery date in the PO or any written instructions by the Buyer, the delivery period shall be two (2) weeks from the date of PO. The Buyer will not be required to pay for or accept any Goods that does not meet the PO and these Terms and Conditions. The Supplier will notify the Buyer in writing if it is unable to comply with the delivery date specified in the PO. If the Supplier fails to deliver on time as specified in the PO or any subsequent written instructions by the Buyer or this clause, the Buyer may purchase replacements elsewhere, and the Supplier will be liable for all costs incurred by the Buyer.

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**2.6 Delay.** Without prejudice to the Buyer's other rights arising from delay of the Supplier in performing its obligations under the PO, any delay attributable to the Supplier in delivering the Goods shall be subject to liquidated damages of one percent (1%) of the value of the PO issued for the Goods for each day of the delay (or any part thereof) up to a maximum of thirty percent (30%) of the value of the PO issued. The Supplier acknowledges that the said liquidated damages are a reasonable pre-estimate of the loss likely to be suffered by the Buyer as a result of the Supplier's acts or omissions and shall not be construed as a penalty.

**2.7 Title and Risk.** Title to the Goods shall pass upon acceptance of the Goods by the Buyer in writing. Risk of damage to, or loss of, the Goods shall remain with the Supplier until Goods have been accepted by the Buyer in writing.

### 3. QUALITY

The Goods shall be free from any faults and defects, failing which, the Buyer may elect to either reject any such Goods without any liability whatsoever to the Supplier, or, to require the Supplier to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.

### 4. SPECIFICATIONS

The Goods delivered by the Supplier to the Buyer shall comply with the Buyer's specifications and requirements as stated in the PO or otherwise in writing agreed by the parties. In the absence of such specifications and in all cases other than the supply of services, the Goods shall meet the highest industry standards applicable at the time of purchase.

### 5. CHANGES

The Buyer shall have the right to make changes to the PO. The PO is then officially modified through a written PO amendment issued by the Buyer to the Supplier.

### 6. WARRANTY

**6.1 General.** The Supplier warrants that: (i) it will comply with all applicable laws, rules and regulations to which it is or becomes subject to; (ii) the Goods are merchantable, free from defect in design, material and workmanship, be of quality that is consistent with the highest industry standards applicable at the time of purchase and be fit and sufficient for purposes held out by the Supplier or made known to the Buyer; (iii) the Goods specified in the PO do not infringe any patent, trademark, copyright or other intellectual property right of a third party; (iv) the Goods specified in the PO are new, unused, not secondhand and do not contain anything used or reconditioned, unless the Buyer agrees otherwise in writing; (v) it has been disclosed to the Buyer in writing the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and the Supplier are in compliance with all licensing agreements applicable to such third party code; (vi) where the Goods includes services, such services provided by the Supplier shall be provided good and workmanlike manner consistent with the highest standards of care, skill, judgment and diligence used by persons who are skilled, trained and experience with respect to the relevant areas involved in performing the services; and (vii) these warranties shall survive inspection, acceptance and payment.

**6.2 Warranty Period.** Unless otherwise stated and notwithstanding **Clauses 9 and 10** of these Terms and Conditions, the warranty period shall be twelve (12) months immediately following the written acceptance of the Goods by the Buyer ("**Warranty Period**"). If any defect occurs during the Warranty Period, the Supplier shall forthwith, at its own cost and expense repair or replace the Goods, failing which, the Buyer may repair, or replace it and the Supplier shall reimburse the Buyer for all costs and expenses incurred relating thereto.

### 7. FORCE MAJEURE

If the Supplier is prevented from producing, selling or delivering any Goods, or the Buyer is unable to accept delivery, buy or use any Goods, as a direct result of an event or occurrence that is not reasonably foreseeable of the affected party and without either party's act, omission, fault or negligence, then the affected party shall provide notice to the other within seven (7) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, explosions, riots, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), pandemic, epidemic, movement control, business operations restriction. If any delay lasts more than thirty (30) days, the Buyer may terminate the PO without any liability to the Supplier or obligation to purchase raw materials, partial, work-in-process or finished Goods.

### 8. CANCELLATION OF PO

The Buyer reserves the right to cancel any PO at any time prior to shipment or delivery of the Goods by providing prior written notice and shall not be subject to any liabilities, charges or other fees whatsoever as a result of such cancellation or change.

### 9. TERMINATION FOR BREACH

The Buyer may terminate all or any part of the PO without any liability to the Supplier or obligation to purchase Goods if the Supplier: (a) repudiates, breaches, or threatens to breach any of the terms of the PO, including, but not limited to, the Supplier's warranties; (b) fails to perform or threatens not to perform delivery of the Goods in accordance with the PO and/or the Terms and Conditions; (c) fails to assure timely and proper completion of delivery of Goods; (d) ceases to hold the necessary licences, approvals and/or consents which are required, or which the Buyer considers necessary, for the supply of the Goods under the PO; or (e) ceases to comply with the laws, guidelines, regulations or requirements relating to the provision of the Goods under the PO.

### 10. TERMINATION FOR CONVENIENCE

In addition to any other rights of the Buyer to terminate the PO, the Buyer may immediately terminate all or any part of the PO, at any time and without being obliged to give any reason, by notifying the Supplier in writing (whether through notification automatically generated by the buyer's system or otherwise).

Notwithstanding the generality of the foregoing and without limiting the Buyer's right thereof, the Supplier hereby expressly acknowledges that the Buyer may exercise its right of termination for convenience under this Clause 10 in the event there are Goods under the PO remain outstanding after a period of twelve (12) months from the date of the PO.

Upon such termination, the Buyer shall pay for all Goods delivered and accepted until the effective date of the termination. Payment of such costs by the Buyer shall be the full and final settlement of any and all claims by the Supplier in respect of termination and represents the Buyer's total liability to the Supplier, whether at law, in equity or under contract. For the avoidance of doubt, the Supplier's obligation to deliver or perform the outstanding Goods under the PO shall cease upon such termination.

### 11. INTELLECTUAL PROPERTY RIGHTS

The Supplier warrants that it owns or is licensed to use the intellectual property rights contained in the Goods. The Supplier confirms that it has the right to grant and hereby grants to the Buyer a non-exclusive, worldwide, perpetual, transferable and royalty-free license to the Buyer with respect to use all

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intellectual property rights contained in the Goods in conjunction with the use or sale of the Goods. The Supplier shall indemnify and hold the Buyer harmless against any and all third party claims, actions and demands that the use of the rights granted by the Supplier herein infringes any rights of such third party and shall indemnify the Buyer against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against the Buyer. Notwithstanding the foregoing, all intellectual property rights in the Goods developed originally or specifically for the Buyer shall be the exclusive property of the Buyer.

## 12. INDEMNIFICATION

The Supplier will defend, hold harmless and indemnify the Buyer and its directors, officers, employees, agents, customers, and their respective successors and assigns, against any losses, damages, claims, demands, penalties, liabilities costs and expenses (including, without limitation, attorney and other professional fees and disbursements) sustained by the Buyer from any (i) breach or non-performance (or alleged breach or non- performance) by the Supplier; (ii) infringement (including, but not limited to, patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret); or (iii) personal injury, death, property damage as a result of the Supplier's breach, act, omission or negligence including, but not limited to, any claims in circumstances where the Supplier has provided only part of the Goods. The Supplier waives any claim against the Buyer that any negligence, act, omission or infringement arose out of compliance with the Buyer's specifications. In defending the Buyer against such claims, the Supplier shall not make any settlement, compromise, admission or waiver of any defenses available in respect of any proceedings without the Buyer's express written consent.

## 13. LIMITATION OF LIABILITY

**13.1** The maximum liability of the parties arising out of the PO regardless of the basis of liability or the form of action shall not exceed the PO amount. This limitation does not apply to the parties' liability for personal injury, death, misconduct, willful default, fraud, infringement or infringement of intellectual property rights, breach of confidentiality and/or loss or damage to property and the indemnification by the Supplier under **Clause 11** of these Terms and Conditions.

**13.2** Notwithstanding any other provision under the PO, in no event shall either party be liable (whether in contract, in tort, under statute or otherwise for any cause) to the other for any special, consequential, indirect or incidental damages, loss of profits, loss of data, loss of revenue, loss of use suffered by the other party arising out of or in connection with the PO whether such loss or damage was foreseeable or in the contemplation of the parties.

## 14. INSURANCE

The Supplier shall obtain sufficient coverage and maintain validity of all appropriate insurance (including, without limitation, business, workers' compensation, auto, errors and omissions, professional, product, property, public, commercial and comprehensive general liability insurance) at the amount stated in the PO or in the absence of any amount stated in the PO, such amount consistent with the law and industry best practice applicable for the delivery of Goods. Each policy shall name the Buyer as a loss payee or additional insured and the Supplier shall on request provide certificates and copy of the insurance policies in effect to the Buyer.

## 15. CONFIDENTIALITY

The Supplier will: (i) keep all of the Buyer's Information (as defined below) confidential and disclose it only to its employees on a need-to-know basis; and (ii) use the Buyer's Information solely for the purpose of supplying Goods to the Buyer. Goods manufactured based on the Buyer's Information may not be used for the Supplier's own use or sold by the Supplier to third parties without prior express written consent from the Buyer. "**Buyer's Information**" means all information provided to the Supplier by the Buyer or its representatives or subcontractors in connection with Goods, including, without limitation, commercial, financial, legal and technical information and know-how, pricing and other terms of the PO, Buyer Data (as defined in **Clause 25.3**), any other information of confidential nature, trade secrets, customer information, specifications, data, formulae, compositions, logos, designs, sketches, photographs, samples, prototypes, test equipment, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code) whether written, oral or in other recorded or tangible form. Buyer's Information also includes any materials or information that contains, or is based on, any Buyer's Information, whether prepared by the Buyer, the Supplier or any other person. This clause shall survive termination or expiry of the PO, as the case may be.

## 16. REMEDIES AND INJUNCTIVE RELIEF

The rights and remedies reserved to the Buyer in the PO are cumulative with, and in addition to, all other or further remedies provided in law. The Supplier acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the PO by the Supplier with respect to its delivery of Goods to the Buyer and that, in addition to all other rights and remedies which the Buyer may have, the Buyer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

## 17. RECOVERY AND SET-OFF

With respect to any monetary obligations of the Supplier to the Buyer, resulting from the Supplier's failure to deliver Goods in a timely manner, failure to conform to applicable warranties or other breach by the Supplier of the PO, the Buyer may at any time, withhold or recover, or set-off such amounts by deducting such amounts from any sums that are, or will become, due or payable to the Supplier.

## 18. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of the PO will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of the PO constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof.

No course of dealing or course of performance may be used to evidence a waiver or limitation of the Supplier's obligations under the PO.

## 19. ASSIGNMENT AND CHANGE IN CONTROL

The Buyer may assign its rights and obligations under the PO without the Supplier's prior written consent. The Supplier may not assign or delegate its rights or obligations under the PO without prior written consent from the Buyer. In addition, the Buyer may terminate the PO upon giving written notice to the Supplier (whether through notification automatically generated by the buyer's system or otherwise), without any liability or obligation to the Supplier or obligation to purchase Goods, if the Supplier (i) sells, or offers to sell, a material portion of its assets; or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged such number of shares that the existing controlling shareholder(s) of the Supplier will no longer control the Supplier ("**Change of Control**"); (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a Change of Control of the Supplier; (iv) becoming insolvent or suffering the filing of a petition in bankruptcy or shall propose any voluntary arrangement or make any arrangement or composition with creditors, entering into liquidation (whether voluntarily or compulsorily (other than for the purposes of a solvent reconstruction or amalgamation) or suffer the making of an administration order in respect of all or any part of its assets or take or suffer any similar action in consequence of a debt; or (v) ceases to or threatens to cease carrying on a substantial portion of its business or that part of its business which relates to the Goods.

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**20. NO INDUCEMENT, GIFTS, CANVASSING OR SOLICITING OF CONFIDENTIAL INFORMATION**

The Supplier shall not under any circumstances give or at any time offer to give or agree to give any person, including any personnel employed by the Buyer or acting on its behalf, any gift, commission or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the supply of Goods or any PO entered pursuant thereto or forbearing to show favour or disfavour to any person in relation to the terms set out herein or any PO.

For the avoidance of doubt, without limitation, the Supplier shall not directly or indirectly exchange, offer any gift, bribe, commission, provide rebate, consideration, personal service, indulge in unusual hospitality of any kind as an inducement or reward for any act or omission by the Buyer's personnel in relation to any events related to the Buyer's purchase or intended purchase or PO. The Supplier is further refrained from soliciting confidential information from any of the Buyer's personnel for unethical or illegal advantage, engage and collude with other suppliers to fix prices, perform any services, conduct any work or deliver any Goods to the Buyer without a valid PO with the expectation of unfair gain, profit, benefit or advantage.

The Supplier shall adhere to the Buyer's Supplier Code of Conduct located at <http://edotcogroup.com/vendors>, which may be amended by the Buyer from time to time without notice to the Supplier.

In the event that the Buyer has reasonable grounds to believe that the Supplier has not complied with this clause then the Buyer may at its own discretion (a) terminate the PO; and/or (b) seek such remedies available to it under the law including injunctive relief.

**21. RELATIONSHIP OF PARTIES**

The PO is non-exclusive and the Buyer is free to engage others to provide the Goods. Nothing in the PO makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

**22. GOVERNING LAW AND JURISDICTION**

The PO is to be construed according to the laws of the territory of the Buyer. If any dispute arises between the parties concerning matters relating to the PO, the parties herein shall use their best endeavors to resolve the dispute amicably.

**23. SEVERABILITY**

If any provision of the PO is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the PO will remain in full force and effect.

**24. ENTIRE AGREEMENT**

In the absence of a Contract, the PO, these Terms and Conditions, together with the attachments, schedules, supplements or other terms specifically referred to in the PO, constitutes the entire agreement between the Supplier and the Buyer.

No other document including the Supplier's proposal, quotation, letters, amendments or acknowledgment, whether verbal or written, forms part of the PO unless specifically agreed to in writing by the Buyer.

In the event of any conflict in any of the documents comprising the PO, the Supplier shall immediately consult the Buyer for a resolution before proceeding with the work. This does not constitute a waiver or release of, any rights and claims against the Supplier arising out of, or relating to, any fraud or duress in connection with the formation of the PO or any breach or anticipatory breach of any previously existing PO between the Buyer and the Supplier (whether or not such previously existing PO related to the same or similar Goods or subject matter as the PO).

Notwithstanding the foregoing, if a Contract covering the procurement of the Goods described in the PO exists between the Buyer and the Supplier, the terms and conditions of the Contract shall prevail over these Terms and Conditions in the event of any conflict or inconsistencies.

**25. DATA SECURITY AND PROTECTION**

**25.1** The Supplier shall (i) in accordance with best industry practices, do all things reasonably necessary (including implementing necessary measures in accordance to acceptable standards and the Buyer's security standard, guidelines or processes as may be notified to the Supplier from time to time) to ensure that all Buyer Data provided by the Buyer to the Supplier (if any) are protected at all times from unauthorised or unlawful access or use by a third party as a result of any act or omission of the Supplier or its representatives and to guard against the misuse, loss, damage, destruction, corruption or alteration of the Buyer Data in the possession, control of or capability of being accessed by the Supplier or its representatives; (ii) only access the Buyer Data to perform its obligations under this Agreement (and for no other purpose) and in accordance with the Buyer's access management policy as may be notified to the Supplier from time to time and shall not allow any unauthorised party to access or attempt to access the Buyer Data, the hardware, software and telecommunications network and equipment used or owned by the Buyer or licensed to the Buyer by a third party, and shall bind its representatives of the same; (iii) ensure all instance is being managed/setup accordance to the Buyer's cloud security architecture and hardening requirement; (iv) assist the Buyer in its security in digital forensic and any security related threat remediation; and (v) inform and advise the Buyer on cloud security related new capabilities or best practices.

**25.2** In the event of a breach of this clause, the Supplier shall immediately notify the Buyer and shall (upon consultation with the Buyer) take such steps necessary to protect or prevent further breach.

**25.3 "Buyer Data"** includes, but is not limited to, the data, text, drawings, diagrams or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, electromagnetic, optical, tangible or other media: (i) which are supplied to the Supplier by or on behalf of the Buyer; (ii) which the Supplier accesses, processes, stores, transmits or replicates using or on the Supplier's systems or equipment pursuant to the PO; or (iii) which the Supplier has custody or control for purposes connected to the PO, including any personal data, personal information or data relating to individuals which the Buyer controls the processing of or which comes into the knowledge, possession or control of the Supplier pursuant to the PO.

**25.4** The Supplier shall also comply with the minimum baseline security standards for system hardening, as prescribed by the Buyer from time to time, which shall be fully implemented prior to the Supplier's proposed solution coming into operation.

**25.5** The Supplier agrees and acknowledges that the Buyer may conduct cyber security related performance or compliance assessment on the Supplier from time to time during the term of the PO. The Supplier shall provide the Buyer with full cooperation to facilitate the assessment and this may include but not limited to the following: (i) providing answers to questionnaires; (ii) providing copy of relevant supporting documents substantiating its responses; and (iii) providing the relevant information and documents to the Buyer's appointed consultant or through a third-party tool subscribed by the Buyer (if a third party assessment is required).

**25.6** The Supplier shall at all times comply with the Malaysian Personal Data Protection Act 2010 and the legislations in other relevant jurisdictions ("Personal Data Laws") in respect of the processing, dealing, storage or transfer of personal data or personal information of the Buyer and its subsidiaries

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and affiliates, including but not limited to personal data or personal information of the Buyer or employees of the Buyer, its subsidiaries or affiliates.

**25.7** The Supplier shall not do or omit to do anything that would cause the Buyer to contravene or that would result in the Supplier contravening any Personal Data Laws. The Supplier shall within three (3) Business Days from the Buyer's written notice permit the Buyer and/or its representatives to inspect and audit the relevant data processing activities of the Supplier and comply with all reasonable requests or directions by the Buyer to enable the Buyer to verify that the Supplier is in full compliance with its obligations under the PO.

## **26. BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Supplier must establish and maintain appropriate business continuity and disaster recovery plans for the duration of the PO to ensure that service performance in terms of quality and timeliness will be maintained without material interruption in the event of an incident or to mitigate the effects of any such incident. The business continuity and disaster recovery plans shall at minimum include: (i) the primary contact person of the Supplier for the Buyer in an incident; (ii) utilising alternate location(s) for service production and delivery should primary location be made temporarily or permanently unusable; (iii) plans for transferring service production to an alternately geo-located site in case of, but not limited to, severe and imminent local threats (e.g. terrorism) to the Buyer or the Supplier, state of war or severe geopolitical crisis and natural disasters; and (iv) ability to implement the plans without delay at any time.

The Supplier shall, provide the Buyer with a copy of its business continuity and disaster recovery plans prior to the execution of Contract or in the absence thereof, prior to the issuance of the PO.

## **27. ANTI-BRIBERY AND ANTI-CORRUPTION**

Notwithstanding any other provision in these Terms and Conditions, during the continuance of the PO, the Supplier shall observe and comply with the anti-bribery and anti-corruption clauses which can be viewed at [https://edotcogroup.com/wp-content/uploads/2021/01/edotco-ABAC-Clauses-Final\\_v2.pdf](https://edotcogroup.com/wp-content/uploads/2021/01/edotco-ABAC-Clauses-Final_v2.pdf) ("ABAC Clauses").

The Buyer reserves the right to amend, modify, vary or update the ABAC Clauses at its sole discretion from time to time.

For the avoidance of doubt, the ABAC Clauses shall be interpreted and construed based on the defined terms and interpretation clauses therein, and in the event of any inconsistency or conflict between these Terms and Conditions and the ABAC Clauses, the ABAC Clauses shall prevail to the extent of the matter or issue relates to bribery or corruption.

<end of Terms and Conditions>