

TERMS AND CONDITIONS FOR LOAN AGREEMENT

1. Definitions:

- a. "Agreement" means the Loan Agreement and these terms and conditions.
- b. "Business Day" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Malaysia.
- c. "Charges" means the charges specified in the Loan Agreement.
- d. "Loan Agreement" means the loan agreement issued by Adventus Southeast Asia Sdn Bhd ("ASASB") to Customer.
- e. "Machine" means the specific individual unit that
 - (i) is clearly identified by a unique identifier, usually the serial number; and
 - (ii) is covered by this Agreement
- f. "Period" means the period commencing from the Start Date to the End Date, unless otherwise terminated by ASASB.
- g. "PPU Charges" and "Other Charges" mean the amount payable by the Customer, as stated in the Invoice, including "Mono Charges", "Color Charges" set out in the tables in Section (E) of the Loan Agreement and any "Additional Charges" set out in Section (B) of the Loan Agreement.
- h. "Rental Charges" means the rental charges specified in Section (B) of the Loan Agreement.
- i. "Type of Request" means the purpose of issuing the loaner unit, which is specified in Section (A) of the Loan Agreement, followed by a unique identifier that states the original document reference.

2. Agreement for Rental

- a. ASASB agrees to rent to Customer and Customer agrees to rent from ASASB the Machine(s) described in Section (E) of the Loan Agreement, based on the Type of Request, and hereto (which expression shall include all the accessories thereto and all replacements and renewals of and additions to the Machine(s) whether made before or after the date of this Agreement) on the terms and conditions of this Agreement (the "**Rental**").
- b. This Agreement shall only bind ASASB once signed by ASASB, notwithstanding that Customer has already taken delivery of the Machine(s) or pre-paid any Rental Charges or security deposit (if any). Customer must comply with its obligation under this Agreement from the time that Customer takes delivery of any Machine(s) notwithstanding that Customer may have taken delivery before ASASB signs this Agreement.

3. Commencement and duration of rental: The rental of the Machine(s) shall commence from the Start Date as specified in Section (C) of the Loan Agreement (hereinafter called the "**Start Date**") and shall continue thereafter till the End Date as specified in Section (C) of the Loan Agreement (hereinafter called the "**End Date**"). Customer will notify ASASB in writing to request for extension of the End Date at least one (1) month prior to the End Date. ASASB will inform Customer of ASASB's agreement or refusal to such request for extension within fourteen (14) Business Days after receipt of Customer's request. If ASASB agrees to such request for extension, Customer agrees to execute a new Agreement or any amendment that may in ASASB's opinion be required to the Rental before such extension comes into effect.

4. Charges

- a. The Customer undertakes to pay all Charges as set out in the Loan Agreement in accordance to the payment terms, dates or intervals specified in the Agreement and/or the Invoice. ASASB reserves the right to revise the Charges at any time prior to the Start Date. The Charges shall be made without defense, counterclaim or set-off and Customer's obligation to pay the Charges and any other amounts owing hereunder shall be absolute and unconditional. All Charges shall be free and clear of all deduction or withholdings whatsoever unless the same

are required by law, in which event Customer shall pay to ASASB such additional amounts as may be necessary in order that the net amount received by ASASB after all deductions and withholdings shall not be less than the amount of Charges.

b. The Customer shall notify ASASB in writing if it has any objection relating to the Invoice within thirty (30) days from the date of Invoice, failing which, such Invoice and the print volume and charges stated therein shall be deemed to have been irrevocably accepted by the Customer as true and correct. Any Invoice not paid in accordance with the payment terms specified in the Agreement and/or Invoice shall bear interest at the compounded rate of 1.5% per month, for each day that such Invoice remains unpaid, up to and including the day payment is made.

c. ASASB reserves the right to impose additional charges, and the Customer agrees to pay such additional charges, in the event of the following:

(i) the consumables, toners, print cartridges, and spare parts delivered by ASASB to the Customer are missing, pilfered, misused or the Customer is otherwise unable to account for such materials; and

(ii) upon the commencement of this Agreement, ASASB discovers any damage to the Machine(s), and/or ASASB determines that any consumables, toners, print cartridges, and spare parts in respect of Machine(s) are required to be replaced.

5. Conditions, warranties and exclusions

a. ASASB agrees, upon request and at the cost and expense of Customer, to assign to Customer the benefit of all express warranties granted in favour of ASASB by the manufacturer of the Machine(s), or any third party.

b. The Machine(s) are selected by Customer and acquired by ASASB at the request of Customer solely for the purpose of renting the Machine(s) to Customer and save as above, Customer does not let or supply the Machine(s) with representation concerning the condition, performance or qualities of the Machine(s) or with or subject to any term, condition or warranty express or to be implied by statute, description at common law or otherwise and all such representations, conditions, warranties whether relating to the capacity, age, quality, description, condition, leasing, possession, transportation or use of the Machine(s) or to the suitability or fitness of the Machine(s) for a particular or any purpose are hereby excluded.

c. ASASB shall not be liable to Customer:-

(i) in contract or in tort for loss, injury or damage arising by reason of any defects in the Machine(s) whether such defects be latent or apparent on examination;

(ii) for any statement, term, condition, warranty or representation made by any supplier, dealer, agent, broker or other person through whom this transaction may have been introduced, negotiated or conducted and persons other than those in the employ of ASASB;

(iii) either for any loss whatever suffered by Customer as a result of the use of the Machine(s) or any part of them being unusable or to supply any replacement Machine(s) during any period when the Machine(s) or part of them are unusable; or

(iv) for any loss or damage incurred or sustained by Customer in consequence of ASASB terminating the hiring or in retaking possession of the Machine(s).

6. Default or breach

a. It is hereby agreed that forthwith upon the occurrence of a default or breach on the part of Customer, the hiring of, the Machine(s) shall terminate but without prejudice to this Agreement (which shall continue in full force and effect) and to any claims or liabilities then outstanding or thereafter arising there under.

b. Without prejudice to all of ASASB's right to amongst others, arrears of Charges or other sums due for damages for breach of this Agreement, ASASB may terminate the hiring under this Agreement on the occurrence of any of the following events:-

(i) if Customer does not pay any of the Charges or any sums agreed to be paid by Customer to ASASB under this Agreement punctually on the date when due;

- (ii) if Customer shall be in breach of or threaten to breach any term of this Agreement;
- (iii) if Customer shall do or allow to be done any act or thing that may prejudice or endanger ASASB's property or rights in the Machine(s);
- (iv) if Customer shall die;
- (v) if Customer shall have a bankruptcy order made against him;
- (vi) if Customer shall be liquidated or wound up or have a petition for winding up or judicial management presented against it or pass a resolution for voluntary winding up (otherwise than for a bona fide reconstruction);
- (vii) if the Customer has an administrator, receiver or judicial manager appointed;
- (viii) if Customer shall convene any meeting of its creditors or make a deed of assignment or arrangement or otherwise compound or compromise with its creditors;
- (ix) if any step shall be taken to levy a distress or execution or if a distress or execution shall be levied or threatened to be levied upon any chattels of or in the possession of Customer; or
- (x) if Customer shall abandon or attempt to sell, transfer or part with the possession of the Machine(s) whereupon ASASB's consent to Customer's possession of the Machine(s) shall determine immediately and ASASB may take possession of the Machine(s) whenever they may be.

c. Without prejudice to the right of ASASB to terminate this Agreement pursuant to Clause (6)(b) above, if the Customer does not pay the Charges punctually on the date when due, ASASB shall have the right at any time by giving notice in writing to the Customer to immediately suspend the provision of all maintenance and other services and the provision of supplies and toners, print cartridges, consumables and spare parts under this Agreement until ASASB receives payment of the Charges. During such period of suspension, the obligations of the Customer under this Agreement shall continue and remain in full force and effect.

7. Consequences of termination

Upon termination of this Agreement,

- a. the whole of the unpaid total Charges for the entire Period and other costs and expenses in connection with this Agreement shall become immediately due and payable forthwith on demand;
- b. the Customer shall forthwith pay to ASASB the retail price of all existing supplies and toners, print cartridges and consumables provided by ASASB in respect of the Machine(s); and
- c. ASASB may without notice, retake possession of the Machine(s) and may for that purpose, by ASASB's agents or servants without previous notice, enter upon any land or premises on or in which the Machine(s) is believed by ASASB to be situated.

8. Other Articles found in repossessed Machine(s)

In the event of the Machine(s) being repossessed or returned, ASASB shall not be responsible or liable for any property or article alleged to have been left in the Machine(s) by Customer. Should any such property or article be found in the Machine(s) by ASASB, unless the same is collected by Customer within one (1) month, ASASB shall be at liberty to sell the property or article, the net proceeds whereof if any will be credited to the account of Customer but in the event of ASASB being unable to sell the said property or article within a reasonable period, ASASB may dispose of the same in whatever manner it deems fit. The cost of such disposal, if any, shall be borne by Customer.

9. Implied Terms and Conditions

- a. It is hereby agreed and declared that the terms and conditions in this Agreement in favour of ASASB shall be in addition to and not in substitution for the terms and conditions implied by law in favour of ASASB except in so far as such implied terms and conditions are inconsistent with the terms and conditions of this Agreement.

b. Any of ASASB's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to ASASB to the effect that such rights are cumulative and not exclusive of each other.

10. Waiver, etc

a. No delay or omission by ASASB in enforcing any of the terms and conditions of this Agreement nor the granting of time by ASASB to Customer shall prejudice, affect or restrict the rights and powers of ASASB hereunder nor shall any waiver of any breach thereof operate as a waiver of any subsequent breach thereof. No time or other indulgence granted by ASASB shall affect its rights under this Agreement.

b. If any one or more provisions of this Agreement or any part thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

11. Statement of Amount owing to ASASB

A statement signed by the Director, Secretary, General Manager, Manager or other duly authorized officer for the time being of ASASB stating the amount due and owing from Customer shall be conclusive and binding on Customer save for manifest error.

12. Costs and Expenses

a. Customer shall pay to ASASB all costs and expenses (including legal costs on a full indemnity basis) incurred by or on behalf of the preserving and storing the Machine(s) and in exercising any of ASASB's right or remedies hereunder and/or enforcing any of the terms and conditions of this Agreement.

b. All the obligations of Customer under this Agreement shall be discharged at Customer's cost and expense.

13. Responsibilities of ASASB

a. ASASB shall provide the Customer with maintenance services so that each Machine will be reasonably fit for the purpose that such Machine is generally used for and in consideration, the Customer will pay the Charges to ASASB in accordance with this Agreement.

b. ASASB shall, at the request of the Customer, provide telephone support to troubleshoot and resolve any technical issue relating to any Machine(s) remotely.

c. In the event that a resolution of the technical issue, in the judgment of ASASB, is not possible via telephone or any other remote medium, ASASB shall dispatch a reasonably competent service technician to attend to the affected Machine(s) during regular business hours of ASASB i.e. Mondays to Fridays (public holidays excepted) from the hours of 8.30am to 5.30pm and if requested by the Customer, such technician, subject to availability, shall attend outside the regular business hours of ASASB subject to payment by the Customer of the overtime rates (if any) for the technician and transport charges. However, ASASB provides no warranty that any Machine(s) shall be restored to working order by any particular time.

d. Subject to Clause 13(e) below, ASASB shall issue, deliver or supply consumables for each Machine within one (1) Business Day from the time a Valid Consumable Request is logged with ASASB's Call Center or received from any remote monitoring tool approved or installed by ASASB.

e. Notwithstanding Clause 13(d), ASASB hereby reserves the right not to issue, deliver or supply any consumables in respect of any Machine in any of the following events:

(i) the Machine has not been used for a period exceeding thirty (30) calendar days;

(ii) the remote monitoring device affixed to the Machine is modified, tampered with or the settings changed in any manner; or

(iii) the usage readings of the Machine have not been taken for a period exceeding sixty (60) consecutive calendar days.

f. ASASB shall provide all parts which ASASB deems necessary to maintain the Machine(s) in good working order. All parts shall be provided on an exchange basis and all parts removed for replacement shall become the property of ASASB.

g. If ASASB determines that the repair of any Machine cannot be completed at the Customer's premises, it shall have the right to move the Machine to its own premises and return the Machine to the Customer's premises once the Machine has been repaired.

14. Responsibilities of Customer

The Customer shall:

a. acknowledge that any consumable delivered by ASASB, whether new or used, under this Agreement is the property of ASASB;

b. acknowledge that ASASB will only deliver new consumables on a replacement basis and the used consumable that has been depleted shall be returned to ASASB upon the delivery of the replacement consumable;

c. ensure that each Machine is operated properly and by persons who are competent and authorized to operate the same;

d. not permit any person without authority from ASASB, to adjust, alter, repair, replace or remove the Machine(s) or change the working order, function or quality thereof;

e. co-operate with ASASB, provide information and documentation, make available its facilities without charge and ensure that its staff and agents co-operate and provide assistance as ASASB requires during the performance of the maintenance services. ASASB shall not reimburse the Customer for the cost of any consumables used by ASASB in the course of repair or testing of the Machine(s);

f. permit the personnel authorized by ASASB at all reasonable times to enter or otherwise have access to the Machine(s) for the purpose of performing ASASB's obligations hereunder;

g. permit ASASB to supply the Customer with recycled, remanufactured or third party manufacturers' toners, print cartridges, consumables and spare parts as ASASB deems fit;

h. not sell any new or used consumables and spare parts relating to the Machine(s);

i. apply or use the consumables and spare parts only on the Machine(s) designated by ASASB;

j. permit ASASB to install any software or monitoring device(s) within the Customer's premises as ASASB deems fit to have access to and monitor the Machine(s) via the internet or any medium as ASASB deems fit; and

k. notify ASASB for the purpose of maintenance on the Machine(s) if the Customer is notified by the control panel of the Machine(s) that maintenance is required.

15. Non-Coverage

The maintenance services provided in this Agreement will not cover the repair of the Machine(s) resulting from the following and the cost of any repairs resulting from such causes shall be borne solely by the Customer:

a. damage caused by negligence and/or misuse by the Customer;

b. damage caused by any tampering of the Machine(s) by any person other than the authorized personnel of ASASB;

c. damage caused by riots and strikes, fire, flood, explosions or any acts of God;

d. damage caused in transit from the relocation of the Machine(s) from the place of installation; and/or

e. damage caused by the use of supplies and toners, print cartridges, consumables and spare parts other than those provided by ASASB.

16. Indemnity

Customer shall indemnify ASASB against all losses, actions, claims, demands, proceedings (whether criminal or civil), costs, legal expenses (on a full indemnity basis), insurance premiums and calls, liabilities, judgments, damages or other sanctions whenever arising directly or indirectly from Customer's failure to carry out its duties under this Agreement or by reason of any loss, injury or damage suffered by any person (including without limitation ASASB) from the presence of the Machine(s) or the delivery, possession, hiring, transportation, condition, use, operation, removal or return of them or their sale or disposal by ASASB or any defect in the Machine(s) or the design, manufacture, testing, maintenance or overhaul of them or ASASB exercising any rights in respect of the Machine(s) or their ownership or hiring.

17. Ownership

ASASB shall at all times retain the ownership of the Machine(s) and Customer shall have no interest in the Machine(s) save as is provided by this Agreement. Notwithstanding that the Machine(s) may have been affixed to any land or building, ASASB shall continue to be the owner of them and the Machine(s) shall, as between ASASB and Customer and their respective successor's assigns, in title, remain the property of ASASB.

18. Assignment

a. ASASB shall be entitled to assign all or any of its rights and benefits under this Agreement including the right conferred on it to enter upon the land and buildings to inspect the Machine(s) and to sever and repossess the same and any assignment of this Agreement by ASASB shall be deemed to include an assignment of ASASB's rights to enter, sever and repossess the Machine(s).

b. Customer shall not be entitled to assign any of the rights and benefits under this Agreement without the prior written consent of ASASB unless on Customer making good all default under this Agreement and executing and delivering to ASASB an assignment in a form approved by ASASB and payment of the reasonable costs incurred by ASASB (including legal expenses) in preparing, drawing stamping and registering such assignment and counterparts thereof ASASB may approve such assignment.

19. Insurance

ASASB shall not be responsible or liable for any insurance coverage for the Machine(s) and the Customer shall take up its own insurance policy to cover such risks as it deems fit. Customer hereby assumes and bears the entire risk of loss, theft, total loss, damage to or defect in the Machine(s) from any and every cause whatsoever during the Period and thereafter until re-delivery to ASASB.

20. Loss and Damage

If loss or damage occurs that does not amount to a total loss to the Machine(s), Customer shall:-

- a. immediately notify ASASB in writing;
- b. apply all insurance moneys payable in making good such damage;
- c. upon being requested by ASASB and at Customer's expense, immediately assign to ASASB all Customer's rights, benefits and claims under any relevant policy of insurance; and
- d. be solely responsible for and indemnify ASASB in respect of all loss or damage to the Machine(s) (in so far as ASASB shall not be reimbursed by the proceeds of insurance in respect thereof) however caused occurring at any time or times before physical possession of them is retaken by ASASB.

21. Tax

The parties agree that all sums expressed to be payable by the Customer under this Agreement (the “**Agreed Sum**”) shall be exclusive of any applicable goods and services tax and any other levy whatsoever (collectively the “**Taxes**”) which may from time to time be imposed or charged by any government, quasi government, statutory or tax authority (the “**Authorities**”) on or calculated by reference to the amount of the Agreed Sum (or any part thereof) and the Customer shall pay all such Taxes or reimburse ASASB for the payment of such Taxes or the Agreed Sum grossed up, as the case may require, in such manner and within such period as to comply or to enable ASASB to comply with any applicable orders or directives of the Authorities and the relevant laws and regulations whilst ensuring that ASASB is ultimately entitled to be paid and applicable wholly for itself an amount or amounts equal to the Agreed Sum.

22. Force Majeure

ASASB shall not be liable for failures or delays in performing its obligations hereunder arising from any cause beyond its reasonable control, including but not limited to acts of Gods, acts of civil or military authority, fires, restrictions, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay the time for ASASB's performance shall be extended for a period equal to the time lost by reason of the delay which shall be remedied with all due dispatch in the circumstances.

23. Limitation of Liability

a. In the event ASASB is under any circumstance liable for any defect or deficiency in the services or any performance of or lack of or delay in performance with respect to the services to be provided under this Agreement, ASASB's only liability shall be (at the election of ASASB in its sole discretion) to repeat the performance of the services to the best of its ability or to replace or repair the item on which the services were performed or required to be performed within a reasonable time. Save as expressly set forth above, ASASB shall not be liable to the Customer for any loss or damage arising out of or in connection with any breach by ASASB of this Agreement, or in tort (including negligence) or breach of statutory duties, or arising out of or in connection with the performance of or lack of or the delay in the performance of any services or the state, condition, use, application and/or exploitation of any item or any matter whatsoever, save for death or personal injury resulting from the negligence of ASASB.

b. Notwithstanding anything to the contrary herein, ASASB shall not be liable for any consequential or indirect loss or damage (including without limitation loss of profits, loss of business or loss of goodwill) arising out of or in connection with the matters aforesaid or any matter whatsoever.

c. In no event shall ASASB be liable for any damages whatsoever whether direct, indirect, consequential, incidental, special or punitive (including without limitation lost revenues, profits or data) that are directly or indirectly attributable to the use of or the inability to use the service and/or Machine(s), whether liability is based on breach of contract, breach of warranty (express, implied or otherwise) or otherwise, and whether asserted in contract, tort (including negligence and strict liability) or otherwise, and irrespective of whether ASASB has been advised of the possibility of such damages or if such damages were foreseeable.

d. Without prejudice to the foregoing, and to the extent permitted under the law, ASASB's liability for any cause under or relating to this Agreement shall not exceed the aggregate sum payable under this Agreement.

24. Limitations/Exclusions

Notwithstanding anything else contained herein, the provision of maintenance services in respect of the Machine(s) under this Agreement at any time, whether during or after any applicable warranty period, shall be subject to the following:

a. The maintenance services for any hard drives, floppy drives, CD-ROM drives, network boards, printer boards, colorpass, color rip, and DIMM and SIMM RAMs comprised in the Machine(s) excluding monitors and other display devices, shall be included as part of the maintenance services for a period of one (1) year from the Start Date or if the Period is less than one (1) year, only for the duration specified in Section (C) the Loan Agreement, following which such maintenance services will be subject to additional charge.

b. ASASB shall only be obliged to provide maintenance services in respect of any software (“**Software**”) supplied with hard drives, floppy drives, CD-ROM drives and DIMM and SIMM RAMs comprised in the Machine(s) for a

period of ninety (90) days from the Start Date or if the Period is less than ninety (90) days, only for the duration specified in Section (C) of the Loan Agreement. ASASB may, but shall not be obliged to, provide upgrades and enhancements to the Software from time to time, without additional charge to the Customer. The Customer shall immediately install and use any upgrades or enhancements to the Software provided by ASASB during the Period.

c. ASASB shall not be responsible for and is not obliged to provide free toners, print cartridges, consumables and spare parts and labour to rectify any damage to or breakdowns of the Machine(s) resulting from:

- (i) negligence and/or misuse by the Customer;
- (ii) any tampering of the Machine(s) by any person other than authorized personnel of ASASB;
- (iii) any riots and strikes, fire, flood, explosions or any acts of God;
- (iv) any movement of the Machine(s) from the Place of Installation, as specified in the Loan Agreement, to location not carried out by ASASB or not carried out with the prior written consent of ASASB and any repairs necessitated thereby will be borne by the Customer; or
- (v) the use of supply and toners, print cartridges, consumables and spare parts other than those provided by ASASB.

d. Unless otherwise agreed by the parties in writing, the maintenance services provided by ASASB do not include parts, materials or components which are not proprietary to Hewlett Packard or which are manufactured by other third party manufacturers ("**Third Party Components**") including, without limitation software, hardware, firmware, film, tape and any other peripherals comprised in the Machine(s) or used in connection with the Machine(s). The Customer acknowledges that the Third Party Components are supplied "as is" from the respective third party manufacturers, providers and/or vendors and any warranties (if any) relating to the Third Party Components, shall be provided by the respective third party manufacturers, providers and/or vendors and not by ASASB. The Customer shall look solely to the respective manufacturers of the Third Party Components for any maintenance and support services in respect of such Third Party Components. In no event shall ASASB be liable for any damages, loss or expense including without limitation, direct, indirect, special or consequential damage or economic loss arising from or in connection with any Third Party Components.

e. For the avoidance of doubt, ASASB reserves the right not to provide maintenance and other services under this Agreement for any of the following:

- (i) (re)configuring of any hardware or software after the acknowledgement of receipt and acceptance of Machine(s) in good condition by the Customer;
- (ii) compatibility of any software or hardware with any computer or other equipment;
- (iii) installation, troubleshooting or commissioning of software (including LAN/WAN systems and/or application software programs) whether or not purchased from ASASB and hardware not purchased from ASASB;
- (iv) LAN/WAN systems purchased from ASASB (which shall be warranted by a separate maintenance contract (if any));
- (v) computer maintenance and cleaning;
- (vi) virus prevention and eradication;
- (vii) recovery of crashed or deleted software programs or data;
- (viii) software maintenance or hardware configuration, customization or training;
- (ix) the Machine(s) is not being used in accordance with the manufacturer's published instructions;
- (x) the Machine(s) have been abused or mistreated, including being subject to unusual physical or electrical stress;
- (xi) the Customer alters the Machine(s) or allows any repairs or alteration to the Machine(s) by any persons other than ASASB and its authorized representatives;
- (xii) damage due to Customer's negligence, alteration, unauthorized repair, installation, upgrade or acts of God; or

(xiii) any configuration of Customer settings if ASASB is aware or has reason to believe that the Customer is using any software without a valid license.

f. In providing the maintenance services under this Agreement, ASASB may, in its sole and absolute discretion, loan or provide an alternative Machine to the Customer.

g. ASASB takes no responsibility for any data belonging to the Customer that may be held in any Machine. Further, ASASB shall not be liable to Customer or any third party for any costs of recovering, programming or reproducing any data stored or used with the Machine(s) and any failure to maintain the confidentiality of data stored on the Machine(s).

25. Notices and Service

All notices and other communication required or made hereunder shall be in writing and delivered personally or sent by prepaid registered post to the intended recipient at such address as a party may from time to time notify the other in writing. Any such notice or communication shall be deemed to have duly served (if delivered personally) immediately or (if given or made by letter) 48 hours after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

26. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of Malaysia and in relation to any legal proceedings arising out of or in connection with this Agreement ("**Proceedings**"), the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

27. Amendments

This Agreement contains the entire agreement between ASASB and the Customer and may not be modified or amended unless such modification or amendment is approved in writing by the duly authorized representatives of the parties, provided that in the case of ASASB, such authorized representative shall be a person holding the office of general manager or his superior.

28. Confidentiality

Customer shall keep confidential and shall not at any time during the Period or within one year from the expiry or termination of this Agreement disclose or permit to be disclosed the terms of this Agreement, or any negotiations, discussions or agreements for a renewal of this Agreement, or any matter in relation to this Agreement, except with the prior written consent of ASASB or as required by law or to the extent that such information has become public knowledge not due to the Customer's breach of this undertaking.

29. Breach of Contract

In the event of any breach by Customer of the terms and conditions stated in this agreement, ASASB reserves the right to seek recourse for any damages.

30. Exclusion of Contracts (Rights of Third Parties) Act

A person who is not a party to this Agreement may not enforce any of its terms under The Contracts (Rights of Third Parties) Act (Cap 53B) and notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.