

In consideration of TM Info-Media Sdn Bhd ("TMIM") agreeing to publish and advertise the advertisement for the Customer in the Yellow Pages or any other directories or media published by TMIM in any format at the Customer's request, or the posting of the advertisement at TMIM's website, the Customer hereby covenants to undertake and agree to be bound by the following terms and conditions.

1. DEFINITION

In this Advertisement Agreement where the context so admits, the following expression shall have the meanings designated unless otherwise distinguished:-

"**Advertisement Agreement**" means the terms and conditions stipulated herein together with all the particulars and information stated in the previous and subsequent page, if any, which are attached herewith to the terms and conditions;

"**Contract Date**" means the date when TMIM accepts and approves the request for the advertisement from the Customer;

"**Direct Billing**" means payment of Grand Total by the Customer through mail or personal delivery to TMIM or personal collection by TMIM's personnel or any other mode of payment acceptable to TMIM;

"**Duration of Contract**" The duration of this Advertising Agreement shall be as stated in Advertising Agreement under the column "Publication Year".

"**Grand Total**" means the fee to be paid by Customer to TMIM as indicated in Column C;

"**Official Publication Date**" means the date when TMIM announces to the public in the available media that the directory is available for collection or viewing at TMIM's website;

"**Online Yellow Pages Business Listing**" means advertiser's business listing displayed in www.yellowpages.my.

"**Parties**" means TMIM and the Customer and/or signatory collectively;

"**Sales Closing Date**" means the date TMIM announces to the public via media it deems suitable;

"**Tele-billing**" means payment of Grand Total by the Customer through TM telephone bills;

"**TM**" means Telekom Malaysia Berhad.

2. LISTING OF CUSTOMER'S TELEPHONE NUMBER

The Customer and/or signatory hereby consent to the listing of its registered telephone number in the Yellow Pages or any other directories published by TMIM or the posting of such information at TMIM's website. TMIM reserves the right at all times to use the Customer's registered telephone for the purpose of marketing and/or promoting of TMIM's commercial product.

3. SIGNATORIES PROPERLY AUTHORISED/WARRANTY

- a) The Customer and/or signatory warrants that he/she is authorised and entitled to advertise the business service or products described in this Advertisement Agreement, copy sheet and customer proof furnished by TMIM. In the event this Advertisement Agreement is being signed on behalf of the Customer by any person ("the Signatory"), the Customer warrants that the Signatory has the authority to enter into this Advertisement Agreement on behalf of the Customer and bind the Customer accordingly.
- b) The Customer is solely responsible for the information and content of the advertisement and warrants that all particulars and information provided in this Advertisement Agreement are true in every respect and undertake to immediately notify TMIM of any change in such information.
- c) The Customer shall be solely responsible for ensuring that all licences, permits, consents, approvals and intellectual property or other rights as may be required for providing the advertisement has been obtained.
- d) The Customer shall ensure that the information and content provided for the advertisement are in compliance with and not in contravention of all applicable laws of Malaysia including but not limited to the Communications and Multimedia Act 1998 or any by-laws, rules, regulations or other subsidiary legislation under such Act, or any directions, order, requirement or instruction whatsoever given by any authority competent to do so under any written law.
- e) The Customer shall ensure that the information and content for the advertisement will not infringe any intellectual property rights of any person.
- f) The Customer represents and warrants that the use, reproduction, distribution or transmission of the advertisement will not violate any applicable laws, regulations or any rights of any person or third parties, including but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of any person, celebrity, or any other rights of any person or entity.

4. INTELLECTUAL PROPERTY

- a) All copyright in the advertisement requested herein will vest in TMIM and the Customer and/or Signatory is not permitted to reproduce all or any part of the advertisement

without TMIM's prior written approval.

- b) By advertising with Yellow Pages or any other directories published by TMIM, the Customer allows TMIM the use of its copyright including brand name, visuals and content of advertisement for the purpose of promotions in relations to TMIM products.
- c) The Customer shall defend any claim, suit or proceedings brought against TMIM so far as it is based on a claim that the advertising item or the content within the advertising item infringes the Intellectual Property Rights of any third party. The Customer shall indemnify TMIM against all damages and costs in any judgements entered in such a suit by a court of competent jurisdiction or proceedings and against settlements and costs arising out of such claim, suit or proceedings.
- d) If any allegation or determination of infringement of Intellectual Property Rights is made in relation to the advertising item or the content within the advertising item, the Customer shall at its own expense:
 - i. Edit or modify the advertising item or the content within the advertising item in order to avoid continuing infringement; or
 - ii. Procure the right to use the advertising item or the content within the advertising item in accordance with this Advertisement Agreement.

5. COPY SHEET AND CUSTOMER PROOF

- a) TMIM agrees to exercise reasonable care that the copy sheet and listings are correctly printed and posted as approved by the Customer.
- b) The customer proof of display advertisement will be provided to the Customer and/or Signatory upon receipt of a written request from the Customer on or before the Sales Closing Date. In the event that the customer proof is mailed to the Customer and is not returned within the time stipulated in the customer proof, the customer proof shall be deemed correct and approved by the Customer.
- c) Any instruction by the Customer and/or Signatory to amend and/or modify the customer proof shall be made in writing before the deadline stipulated in the customer proof failing which TMIM shall not be responsible to the Customer for any loss, cost, damages or claims suffered by the Customer due to the printed and posted advertisements.
- d) Customer proof copies will be provided to the Customer for confirmation of accuracy of the copy matter and/or illustrations. However, any alterations made thereafter shall be limited to deletions or inclusions, which may be made within the space contracted for.
- e) No customer proof will be shown for alphabetical columnar listings in the Yellow Pages or Trademark or Trade name or informational listings.
- f) The advertising copy (text and visual presentation) furnished must be acceptable to TM and TMIM.
- g) No specific position or paging is guaranteed for any advertisements.
- h) The name, address and telephone number of the Customer wherever appearing in Yellow Pages or any other directories or media published by TMIM or the posting of the advertisement at TMIM's website will be as available in the records of TM and/or TMIM. The classified headings will conform to the standard terms used by TM and TMIM. TMIM shall have the absolute discretion to change all advertising items to conform to TM and TMIM's practices notwithstanding any entries that may appear in this Advertisement Agreement inclusive of copy sheet, customer proof or material provided by the Customer and/or Signatory.
 - i) Colour variations may occur in the directory due to the use of different paper and printing processes. Minimal shifting of colour components may also occur.
 - j) Reproduction of photo or image is dependent upon the quality of the original supplied photo or image. Small or fine text especially used as reverses or colour text may not always be legible when printed in directory.
 - k) Photographic and/or illustrations sourced from commercially available image libraries are not exclusive to specific Customer's advertisements.
 - l) TMIM reserve the right to remove the advertising item at any time if TMIM is of the view of such advertising item contravene with TM and TMIM policies and relevant law.

6. DELETION AND OMISSION

- In the event of any deletion, error or omission whatsoever arising in any or all of the advertising items in Yellow Pages or any other directories or media published by TMIM or the posting of the advertisement at TMIM's website, the Customer's sole remedy is a pro-rated amount of the Total Price in Column C subject to the following:
 - a) such deletion, error or omission affects the entire advertisement or listing and not minor deletion, error or omission that does not affect the presentation of the advertisement. However, TMIM has the final decision as to the gravity of the deletion, error or omission and whether such deletion, error or omission would warrant a pro-rated amount of the Total Price in Column C; and
 - b) TMIM has the final and sole discretion as to the final amount to be pro-rated.

7. DURATION OF PUBLICATION / NON PUBLICATION

- a) The advertising items described in this Advertisement Agreement will appear in Yellow Pages or any other directories or media published by TMIM or posted on TMIM's website at any time during the current publication year at TMIM's sole discretion. TMIM is not liable for any claims from the Customer and/or Signatory for any late publication or posting.
- b) TMIM reserves the right not to publish or post any or all of the advertising items requested by the Customer and/or Signatory without giving any reason whatsoever to the Customer notwithstanding any entry that may appear in this Advertisement Agreement, the copy sheet and/or the customer proof.
- c) If full payment of the Grand Total has been received by TMIM but any of the advertising items is not published or posted during the current publication year, TMIM shall refund the payment for the said advertising item within ninety (90) days after the end of the Publication Year.

8. PAYMENT

- a) The mode of payment shall be as selected by the Customer in Column B.
- b) For Customers who have selected direct billing or tele-billing as the mode of payment, TMIM shall issue invoice for each current publication year after the Official Publication Date for the current year.
- c) Where Customers select Full Payment as the mode of payment, the Grand Total is payable from the Contract Date irrespective of publication date.
- d) Payment of the Grand Total as stated in Column C is to be paid within thirty (30) days from the date of invoice or from the Contract Date (whichever is applicable) failing which TMIM reserves the right to charge late payment charges of 8.0% per annum on outstanding amount until full settlement.
- e) In the event where the Customer fails to pay fully the Grand Total within the specified timeline, the amount due will be included in TM Telephone bill. Billing and notifications (if deemed necessary by TMIM) may be issued and forwarded to the address stated in this Advertisement Agreement.
- f) For the avoidance of doubt, the Customer's responsibility to fully pay TMIM the Grand Total amount and any late payment charges imposed shall remain and survive the expiry or termination of this Advertisement Agreement.
- g) TMIM reserves the right at all times to use any other means permitted by law to recover any/all amounts outstanding to TMIM.

9. AMENDMENT, CANCELLATION OR TERMINATION

- a) Any amendment, cancellation or termination of this Advertisement Agreement shall only be made by the Customer with prior written notice duly acknowledged by TMIM within fourteen (14) days from the Contract Date or fourteen (14) days before the Sales Closing Date of the respective regions whichever is earlier ("Cancellation Window Period"). Except for Online Yellow Pages Business Listing, no cancellation or termination is allowed within twelve (12) months from the Contract Date. In the event of cancellation or termination of Online Yellow Pages Business Listing, the upfront payment and any balance thereof (if any) will not refundable to the Customer.
- b) A 20% Cancellation Fee ("Cancellation Fee") of the Grand Total will be charged if any amendments, cancellation or termination is made after the expiry of the Window Period.
- c) The Cancellation Fee shall be deducted from the upfront payment (if any) and any balance thereof (if any) will be refunded to the Customer. For the avoidance of doubt, the Cancellation Fee is payable by the Customer regardless if any upfront payment has been received, used or still in excess. TMIM may bill the Cancellation Fee or any part thereof through TM Telephone Billing or any other mode as TMIM deems fit.
- d) The Customer may at the discretion of TMIM be allowed to reduce the size of the advertisement subject to the Cancellation Fee.
- e) This Agreement may be terminated by giving thirty (30) days prior written notice by either Party if:
 - (i) any of the warranties and representations under Clause 3 are untrue; or
 - (ii) it is required by law; or
 - (iii) winding up petition has been served to the other party; or
 - (iv) if the other party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of its creditor(s), permits the appointment of a receiver or a receiver and manager for its business or assets, or becomes subject to any legal proceedings relating to insolvency, reorganisation or the protection of creditors' rights or otherwise ceases to conduct business in the normal course; or
 - (v) upon occurrence of a Force Majeure event, which continues for a period of thirty (30) days; or
 - (vi) either party commits a material breach of this Advertisement Agreement which is not capable of

remedy; or
(vii) the other party breaches this Advertisement Agreement and the defaulting party has been given a written notice specifying the act of default and required to rectify the default within fourteen (14) days of the notice; and the defaulting party failed to so rectify or remedy the breach.

- f) Termination by TMIM
Notwithstanding the above, in the event the Customer commits a breach or potential breach of any term herein, TMIM reserves the right to take necessary action including but not limited to termination of this Advertisement Agreement. TMIM shall take all reasonable effort to notify the Subscriber of any breach or potential breach prior to such termination.
- g) The termination of this Agreement shall not prejudice the rights of TMIM to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Advertisement Agreement prior to such termination.

10. ADVERTISEMENT COMPLAINT

- a) Any complaint on Customer's advertisement after the publication of the advertising items in Yellow Pages or any other directories or media published by TMIM or the posting of the advertisement at TMIM's website, must be made within thirty (30) days from the receipt of a copy of the directory through a written notice to TMIM.
- b) Complaints filed or received after the stipulated timeline will not be entertained and TMIM is not responsible or liable to the Customer for any loss, damages or cost suffered or incurred due to the publication of the advertising items.

11. WAIVER

Failure or neglect by TMIM to enforce any of the provisions in this Advertisement Agreement shall not be construed nor shall it be deemed to be a waiver of its rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of this Advertisement Agreement or prejudice TMIM's rights to take subsequent action.

12. HEADINGS

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of any of the terms and conditions of this Advertisement Agreement.

13. INDEMNITY

The Customer and/or Signatory hereby irrevocably undertakes to indemnify in full and hold TM and TMIM harmless from any and all costs, expenses, losses, damages, liabilities, proceedings, claims and demands (including agency and solicitors fees, costs and court fees) whatsoever arising out of or in any way caused by the advertising copy, printing or listing of the same in Yellow Pages or posting at TMIM's website in the event that it becomes necessary for TM and/or TMIM to institute or defend any legal proceedings of any nature in order to enforce or protect its rights in respect of or arising from this Advertisement Agreement.

14. AMENDMENT AND MODIFICATION

TMIM reserves the right to add, delete, alter or amend any of these terms and conditions at any time by giving notice to the Customer through any mode that TMIM deems fit and shall become effective and binding on the date as notified by TMIM.

15. NOTICE

The Customer hereby irrevocably consents to the service of any notice under this Advertisement Agreement by post to the address stated in this Advertisement Agreement and such service shall be deemed effective three (3) days after posting.

16. SEVERABILITY

If any of the provision of this Agreement becomes invalid, illegal and unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

17. STAMP DUTY

The Customer shall bear all costs and expenses incurred by TMIM in enforcing this Advertisement Agreement or in bringing any action or proceeding to recover any money, costs and expenses due and payable by the Customer to TMIM. The stamp duty shall be payable by the Customer and / or Signatory.

18. GOVERNING LAW AND JURISDICTION

This Advertisement Agreement is governed by in all respects and shall be construed according to the Laws of Malaysia and the Court of Malaysia shall have exclusive jurisdiction.

19. SUCCESSORS-IN-TITLE

This Advertisement Agreement shall be binding upon the heirs, assigns, personal representative and successors-in-title and assigns of the Parties.

20. GOODS AND SERVICE TAX

- a) Where Goods and Service Tax ("GST") is applicable to any supplies and/or services provided by TMIM

under this Advertisement Agreement, TMIM is entitled to charge GST on the amount payable for the supply and/or service. The consideration for such supply and/ or service will be increased by an amount calculated as: A x R Where: A is the amount of consideration payable for the supply and/or service; and R is the applicable rate of GST.

- b) If TMIM is liable for GST as contemplated by sub-Clause 20(a) then TMIM shall:
 - (i) provide to the Customer information that may be reasonably required to establish its liability for GST; and
 - (ii) provide such information and documents as may reasonably be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST; and
 - (iii) where a taxable supply and/or service has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by sub-Clause 20(a) shall be paid by the Customer.

21. TIME

Time wherever mentioned herein shall be of the essence of this Advertisement Agreement.

22. FORCE MAJEURE

TMIM shall not be in breach of its obligations under this Advertisement Agreement if it is unable to perform or fulfil any of its obligations under this Advertisement Agreement (or any part of it) as a result of Force Majeure event. "Force Majeure" shall mean:

- a) War (whether declared or not), hostilities, invasion, act of foreign enemies;
- b) Insurrection, revolution, rebellion, military or usurped power civil war or act of terrorism;
- c) Natural catastrophes including but not limited to earthquakes, flood, tsunami or any operation of the force of nature against which TMIM could not reasonably have been expected to take precautions;
- d) Nuclear explosion, radioactive or chemical contamination or radiation; and
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

23. ASSIGNMENT

The Customer may only assign its rights under this Advertisement Agreement to a third party with prior written consent of TMIM. TMIM may assign or novate this Advertisement Agreement or any part thereof to any entity within TM group of companies and consent for the aforementioned is hereby given by the Customer.

24. ENTIRE AGREEMENT

This Advertisement Agreement shall constitute the entire agreement between the Parties hereto and shall supersede all other agreements, correspondence, discussions or understandings with respect to or in connection with any of the matter to which this Advertisement Agreement refers to.

25. PERSONAL DATA PROTECTION

- a) Definitions
"Personal Data" means personal identifiable information of a Customer who is an individual.
- b) Data Sharing
The Customer hereby acknowledges that TMIM shall have the right to share the Customer's data with TMIM's related companies for the purpose of marketing activities in respect of products and services of TMIM and/or its related companies from time to time as TMIM deems fit provided always that TMIM and its related companies shall observe the applicable confidentiality obligations as imposed by law or by contract and shall abide by the same strictly.
- c) Data Protection
Customer agrees that it will comply and will procure warranties from any employees, agents and/or subcontractors that may process the Personal Data to:
 - (i) comply with all applicable data protection laws of Malaysia which shall include Personal Data Protection Act 2010;
 - (ii) On the request from TMIM, provide an up-to-date copy of the Personal Data in the format supplied by TMIM and within any reasonable time periods required by TMIM.
- d) Integrity and Access to Customer's Own Personal Information
The Customer will ensure that personal information and preferences provided to TMIM are accurate, complete and up to date. Any modification to the said information can only be done by the Customer. For any of personal information which cannot be directly rectified, the Customer may request TMIM to correct such information if it is incorrect/inaccurate or to delete it if it is no longer applicable or not required to be retained. However, TMIM reserves the right to decline to process requests which jeopardize the security and privacy of the personal information of others as well as requests which are impractical or not made in good faith. Where Customer elects to limit TMIM's right to process personal information, Customer may directly contact TMIM.