

1. THE SERVICE

TM Net Sdn Bhd is a company which is involved in the provision of Digital Media/Content, e-commerce, application and hosting services and is desirous at the request of the Customer to provide to the Customer, the Service (as hereinafter defined), on the terms and conditions set forth herein, as may be amended from time to time by TM.

2. DEFINITIONS

“**Advertisement**” means commercial advertisements for broadcast on the Channel.

“**Advertising Materials**” means the relevant advertisement content, television commercial, text, articles, graphics, news and/or any other forms of digital information which are available on the media network to be provided by the Customer for the purpose of Advertising.

“**Agreement**” means the completed Media Order Form (and its attachment(s)) and the terms and conditions herein contained.

“**Channel**” means the television channels specified in the Media Order Form.

“**Customer**” means a company whose application to enter into this Agreement is accepted by TM Net Sdn Bhd.

“**Delivery Address**” means such delivery address as TM Net Sdn Bhd may notify to the Customer from time to time.

“**Media Order Form**” means the application form to which these terms and conditions are attached requesting particulars from an applicant offering to become a Customer (hereinafter defined) and furnishing the required and genuine information. Such application form and these terms and conditions shall form the Agreement.

“**Satellite Footprint**” means the geographical reception area of the relevant Channel(s) signal.

“**Service**” means the advertising and airtime spots offered or provided by TM Net Sdn Bhd to the Customer for the purpose of commercial advertisements, as specified in the Media Order Form.

“**TM Net**” means TM Net Sdn Bhd (Company No. 451011-M), a company incorporated under the laws of Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur.

3. CUSTOMER'S WARRANTIES AND ACKNOWLEDGEMENT

(a) The Customer warrants that it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.

(b) The Customer acknowledges that it has read and fully understood all the terms and conditions herein upon signing the Media Order Form and agrees to be bound by the same upon TM Net accepting the application.

(c) The Customer acknowledges that the details and documents provided to TM Net together with the Media Order Form are true, genuine and contain the latest information and it allows TM Net to conduct independent verification of the same with any organization or body.

Notwithstanding the above, TM Net reserves the right to reject the application or require the Customer to furnish further details or documents as TM Net deems fit and necessary without assigning any reason whatsoever.

(e) The Customer warrants that it shall be solely responsible for obtaining, at own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required for providing the advertisement under this Agreement.

(f) The Customer warrants that it shall ensure that all particulars, information and content provided for this Agreement shall be in compliance with and not in contravention of all applicable laws of Malaysia including but not limited to the Communications and Multimedia Act 1998, Lembaga Penapisan Filem (“LPF”) 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.

(g) The Customer acknowledges that for any sponsorship deals, detail offerings are to be referred to the proposal attached together with the Media Order Form.

4. DELIVERY OF ADVERTISING MATERIALS

(a) The Customer shall, at the Customer's cost and risk, deliver the Advertising Materials to the Delivery Address, all the materials required by TM Net.

(b) The Advertising Materials must be delivered to the Delivery Address no less than SEVEN (7) working days before the transmission date.

(c) If the Customer fails to deliver the Advertising Materials on time or in accordance with the requirements herein and TM Net's instruction, the Customer shall remain liable for payment in full regardless of whether or not any Advertisement is broadcasted, transmitted or inserted and TM Net shall have no obligation to broadcast, transmit or insert the Advertisement as originally scheduled or at any other time.

5. TRANSMISSION

(a) The Customer hereby agrees that TM Net shall NOT guarantee the availability

of airtime slot (the “Slot”) as it shall be on first come first serve basis. In the case of non-availability of the Slot, the Advertising Material will be rescheduled to the next day, SUBJECT to the availability of Slot for the Advertising Material airing.

(b) Notwithstanding any provision in this Agreement, TM Net has the right at its sole discretion, (i) to refuse to broadcast, transmit or insert any Advertisement and/or (ii) to broadcast, transmit or insert any Advertisement on other Channel(s) than the Channel(s) which have been opted by the Customer in the Media Order Form, without giving any reason whatsoever to the Customer. In such event, TM Net will be entitled to withdraw such Advertisement or make necessary adjustment to the Advertisement without any liability to the Customer, notwithstanding: (i) the acceptance of any payment by TM Net; and/or (ii) that the relevant Advertisement has been in part broadcasted, transmitted or inserted or that some instalments or items thereof have been broadcasted, transmitted or inserted.

(c) The Customer acknowledges that broadcast, transmission or insertion of an Advertisement for all purposes under this Agreement shall be deemed to have taken place if TM Net's transmission logs record that the same has taken place.

(d) Notwithstanding any provision under this Agreement, the Customer acknowledges that TM Net shall be entitled to modify any Advertisements or cancel any broadcast, transmission or insertion, without any liability to the Customer and without prior notice in the event of: (i) any changes in programming content beyond the control of TM Net, (ii) any request for the same by any relevant governmental or regulatory authority or (iii) the Customer is (in TM Net's sole opinion) in breach of this Agreement.

(e) TM Net shall have the absolute right to HOLD the Advertising Materials from being aired if it does not meet the required standard as stipulated in the Malaysian Communications and Multimedia Content Code and the Customer fails to provide LPF Certification.

(f) The Customer acknowledges and agrees that:

(i) TM Net has full editorial control over the relevant Channel(s) at all times and that TM Net shall have the sole discretion over whether and where the Advertisement(s) is transmitted on the Channel(s).

(ii) TM Net shall have the right to make recordings and retain copies of the Advertising Material for TM Net's records and for any regulatory, legal or audit purpose or for any other purposes directly related to the exercise of the rights and obligations under this Agreement.

(iii) TM Net shall have the right to insert, broadcast and/or transmit the Advertisements submitted by the Customer without charge at a time or times within the term of the Media Order Form in addition to those booked by the Customer. Reports will not be required or given to the Customer regarding any such additional transmission.

(iv) TM Net shall be entitled to destroy the related Advertising Material three (3) months after the final broadcast, transmission or insertion of an Advertisement.

6. PROGRAMMES

(a) Programming content on the Channel(s) and the times at which such programming is to be broadcasted or transmitted shall be entirely within the discretion of TM Net. However, where changes to programming affects any sponsorship entitlements, then where reasonably practicable, and save for where there are compliance issues or TM Net wishes to change the programming schedule due to a current event or in the event of an emergency, TM Net shall inform the Customer of the change in the programming schedule and the parties shall discuss in good faith how the sponsorship entitlements can still be delivered notwithstanding the change.

(b) TM Net reserves the right for whatever reason to cease (permanently or otherwise) or interrupt broadcast or transmission or any programming (including, without limitation, any sponsored programming hereunder) without prior notice to the Customer.

(c) TM Net shall have the right to suspend any transmission of the Advertisement or terminate the Media Order Form without liability to TM Net in the event that TM Net determines in its sole and absolute discretion that the Advertisement or parts thereof contravenes the Compliance conditions under Clause 7 herein.

7. COMPLIANCE

The Customer shall:

(a) obtain and pay for all necessary consents, licenses and permissions for the broadcast, transmission and insertion of the Advertisement in the manner contemplated under this Agreement;

(b) ensure that the Advertising Materials, and the Advertisement, comply with the requirements of this Agreement and all applicable laws and regulations (including, without limitation, all applicable advertising, broadcasting, content and censorship codes and regulations);

(c) ensure that all factual claims, statements, and statistics (verbal and written) contained in the Advertising Materials and Advertisement are true and accurate in all respects and/or upon request by TM Net, shall be substantiated immediately with documentation to TM Net's satisfaction;

(d) not accept, pay, offer or promise to pay, or authorise the acceptance or

limitation any meals, gifts, gratuities, entertainment or travel) to any third party, for the purpose of inducing or rewarding any favourable action in relation to the placement of the Advertisements for broadcast and transmission by TM Net; and

(e) ensure that any and all Advertising Materials (including music and/or any sound recording comprising such Advertising Materials) submitted for broadcasting, transmission or insertion shall not contain any material which, in any part of the Satellite Footprint: (i) is defamatory, offensive, indecent, objectionable or illegal, or which disparages any party's products and/or services, is injurious or prejudicial to the interests of the public, undermines or damages the credibility and quality of TM Net's brands, or is detrimental to the interests of TM Net and/or its affiliates, its parent company, its sponsors, clients or any of its business relationships; (ii) constitutes an appeal for funds; (iii) contains false or untrue claims or representations regarding any product or service (including testimonials which cannot be authenticated) or claims which are likely to mislead; (iv) infringes any intellectual property, contractual, common law or statutory right (including intellectual property and other proprietary rights, moral rights and similar personal rights) of any party, or is likely to result in a third party claim being made against TM Net or any other party; (v) obscures the distinction between programming and advertising; or (vi) without limiting item (i) above, relates to cigarettes, tobacco products, alcohol, x-rated or otherwise pornographic and/or sexual material and that to the extent.

8. INTELLECTUAL PROPERTY

(a) The Customer shall ensure that the Advertising Materials and all related particulars and information provided for this Advertisement Agreement shall not infringe any intellectual property rights of any party.

(b) By advertising with TM Net, the Customer allows TM Net the usage of its copyright including brand name, visuals and content of advertisement for the purpose of promotions on its platform.

9. INDEMNITY AND LIMITATION LIABILITY

(a) The Customer hereby irrevocably undertakes to indemnify TM Net in full from all costs, expenses, losses, damages, liabilities, proceedings, claims and demands whatsoever (including agency and solicitors fees, costs and court fees) in the event that it becomes necessary for TM Net 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 Agreement.

(b) TM Net shall not be responsible for compensating the Customer for any fines or cost or legal action imposed by the regulatory authorities on the Customer as a result of this Agreement.

10. PAYMENT

(a) The Customer is required to make upfront payment to TM Net or its sales agent in FULL amount (“Total Sum”), upon execution of the Media Order Form but in any event no later than SEVEN (7) working days BEFORE the airtime date of the Advertising Material. The rate of the airtime packages and other applicable charges are expressed inclusive of GST rate as indicated in the Media Order Form or such rates as may be prescribed and informed to the Customer by TM Net from time to time.

(b) Notwithstanding Clause 10 (a) above, the Customer is required to pay deposit (“Deposit”) to TM Net or its sales agent should the Customer opts for any airtime package with a commercial production work (“Commercial Production”). Rate of the Deposit shall be at the applicable rate indicated in the Media Order Form or such rates as may be prescribed and informed to the Customer by TM Net or its sales agent from time to time. Payment of Deposit shall be made upon execution and submission of the completed Media Order Form.

(c) In the event the Customer fails to pay the Total Sum within the timeline specified herein, TM Net reserves the right to charge late payment charges for a sum equivalent to 0.1% per day of the total payment amount.

(d) The Customer hereby agrees that TM Net shall under NO obligation to air the Commercial Material or proceed with the Commercial Production work, save and except TM Net has received the following:-

(i) Total Sum in accordance to the terms as set out in Clause 10 (a) above; and/or

(ii) Deposit in accordance to the terms as set out in Clause 10 (b) above; and

(iii) all supporting documents such as the Commercial Material, LPF

Certification and any other documents required by TM Net.

(e) It is mutually agreed by the parties herein that this Agreement constitutes the final agreement between TM Net and the Customer, for which the Customer guarantees the full payment payable under this Agreement. The Customer agrees that it shall pay the Total Sum, inclusive of the applicable GST, all bank charges and any other incidental charges.

11. CONVERSION FEE

In the event that the Customer requests to convert the Commercial

Material from Standard Definition (“SD”) to High Definition (“HD”) or vice versa, the Customer shall be charged a conversion fee for the sum of which shall be determined by TM Net, on as and when basis (“Conversion Fee”) for 30 seconds airtime duration only. For the avoidance of doubt, a shorter airtime duration which is less than 30 seconds shall still be charged at the same amount of Conversion Fee however, the Customer shall be charged for a double Conversion Fee only for each of the next 30 seconds airtime duration onwards.

12. AMENDMENT, CANCELLATION OR TERMINATION BY CUSTOMER

(a) In the event the Customer wishes to amend, cancel or terminate this Agreement, a cancellation fee shall be charged against the Customer (“Cancellation Fee”) at the rate of 20% of the total payment payable under this Agreement.

(b) The Cancellation Fee shall be deducted from the total payment or any part thereof and any balance of the total payment received (if any) will be refunded to the Customer.

13. COST AND TAXES

(a) The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by TM Net. In particular, where Goods and Service Tax (“GST”) is applicable to TM Net under this Agreement, TM Net is entitled to charge the GST payable to the Government on the Service and/or any TM Net services or equipment provided to the Customer.

(b) If TM Net is liable for GST as contemplated by clause above then:

1. TM Net 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

2. where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by clause (a) shall be paid by the Customer.

(c) If the fees, charges, damages or any other monies due hereunder by the Customer to TM Net shall be required to be recovered through any process of law, or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) TM Net's solicitors fees and any other fees or expenses reasonably incurred in respect of such collection or as may be determined by the court of law.

14. MISCELLANEOUS

(a) **Waiver.** Failure or neglect by TM Net to enforce any of the provision of this 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 Agreement or prejudice TM Net's rights to take subsequent action. (b) **Amendment and Variation.** TM Net reserves the right to amend, vary, add, delete or alter any of these terms and conditions at any time and such amendment shall become effective on the date as notified by TM Net. (c) **Notice.** The Customer hereby irrevocably consents to the service of any notice under this Agreement by post to the address stated in this Agreement and such service shall be deemed effective three (3) days after posting. (d) **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 in any way be affected or impaired. (e) **Governing Law and Jurisdiction.** This Agreement shall be governed by in all respects and shall be construed according to the laws of Malaysia and the court of Malaysia shall have exclusive jurisdiction. (f) **Force Majeure.** TM Net shall not be in breach of its obligations under this Agreement if it is unable to perform or fulfill any of its obligations under this Agreement (or any part of it) as a result of the occurrence of the event of Force Majeure. An “Event of Force Majeure” shall mean: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies; (ii) insurrection, revolution, rebellion, military or usurped power, civil war or act of terrorism; (iii) natural catastrophes including but not limited to earthquake, flood, tsunami or any operation of the force of nature against which TM Net could not reasonably have been expected to take precautions; (iv) nuclear explosion, radioactive or chemical contamination or radiation; and (v) pressure wave caused by aircraft of other aerial devices travelling at sonic or supersonic speed. (g) **Assignment.** The Customer is not allowed to assign its rights under this Agreement to a third party without prior written consent of TM Net. TM Net may assign or novate this Agreement or any part thereof to any entity which is within Telekom Malaysia group of companies and consent for the aforementioned is hereby deemed to be given by the Customer. (h) **Time.** Time wherever mentioned shall be the essence of this Agreement. (i) **Successors-in-Title.** This Agreement shall be binding upon the heirs, assigns, personal representative and successors-in-title and permitted assigns of the parties herein. (j) **Entire Agreement.** This 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 Agreement refers to.