CONDITIONS OF CONTRACT

INDEPENDENT CUSTOMER SATISFACTION INDEX (CSI) SURVEY FOR ALLO TECHNOLOGY SDN. BHD.

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GENERAL CONDITIONS

1. DEFINITION OF TERMS

In construing these Conditions of Contract, the following words shall have the meanings herein assigned to them unless otherwise stated:

"**Affiliate**" means in relation to ALLO, an entity:

(a) that Controls ALLO;
(b) that is Controlled by ALLO; or
(c) that is Controlled by an entity that also Controls such party.

"**ALLO**" means ALLO Technology Sdn. Bhd. including its successor in title or its permitted assigns.

"**ALLO Group**" means ALLO's Subsidiary and Affiliate.

"**Appendix to Conditions of Contract**" means the completed pages titled Appendix to Conditions of Contract which are appended to and form part of the Contract;

"**Base Term**" means the period of eighteen (18) months commencing from the Commencement Date, as further described in Clause 7.1;

"**Bill of Quantities**" means the bill of quantities submitted by the Consultant and accepted by ALLO setting out the prices for each Survey Cycle, which forms part of the Contract;

"**Business Day**" means any day that is not a Saturday or Sunday (depending on the obligatory working day in respective states in Malaysia) and is not a legal holiday or a day on which banking institutions are authorized or obligated by law or regulation to close at the specified or, if no place is specified, at Kuala Lumpur, Malaysia.

"**Commencement Date**" means the date of commencement of the Contract as stated in the Letter of Award;

"**Conditions of Contract**" shall mean the terms and conditions as stipulated herein;

"**Contract**" means the written legal agreement between ALLO and the Consultant such as the Letter of Award, this Conditions of Contract, the Schedules, and any other documents which are listed in the Letter of Award;

"**Consultant**" means the signatory of the Letter of Award, being a party whose named in the Contract and includes the legal successors in title to this party, or permitted assigns;

"**Consultant's Tools**" shall mean concepts, analyses, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, models, and industry

perspectives of the Consultant which are pre-existing or developed independently of this Contract, but shall exclude the Deliverables;

"**Contract Period**" means the Base Term and, where exercised by ALLO in accordance with Clause 7.2, the Extension Period;

"**Contract Price**" means the sum payable by ALLO to the Consultant based on the price offered by the Consultant for the execution and completion of the Services as specified in the Letter of Award, the Bill of Quantities and this Contract;

"**CSI**" means the Customer Satisfaction Index for ALLO covering its business segments of High-Speed Broadband (HSBB), ALLO Connectivity Services (ACS) and Other Telecommunication Services (OTS), to be measured under the Services;

"**Deliverables**" shall mean all policies, data, information, reports, handbooks, manuals and/or other documents, if any created for, produced for or commissioned by and furnished to ALLO under this Contract, including for each Survey Cycle such inception deliverables as may be mutually agreed between ALLO and the Consultant at the kick-off of the relevant Survey Cycle, the sampling plan, questionnaires and segment modules (in English and Bahasa Malaysia), fieldwork scripts, pilot note, Survey Data, calculation workbook, draft and final reports, executive presentation and action-priority matrix;

"**Effective Date**" means the date of the Letter of Award;

"**Extension Period**" means the optional period of up to twelve (12) months following the expiry of the Base Term, as further described in Clause 7.2;

"**Force Majeure**" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under this Contract impossible or illegal or so impractical as to be considered impossible under the circumstances for the purpose of this Contract including, without limitation, Acts of God, fire, flood, storms, earthquake, typhoon, tidal wave, plague or other epidemics or pandemic, governmental laws, orders, regulations, sanctions or restrictions, war, acts of terrorism, armed conflict or the serious threat of the same, hostilities mobilisation, blockade, embargo, detention, revolution, riot, looting, lockout, strike or any other labour dispute, unavailability of transportation or severe economic dislocation;

"**Gratification**" shall have the same meaning as in the MACCA;

"**Invoice**" means the document titled invoice issued by the Consultant in accordance with Clause 10 for the execution and completion of the Services;

"**Laws**" means any written law of Malaysia including all statutes, legislation, subordinate legislation, orders, rules, regulations, executive orders, decrees, policies, judgments, notifications or other similar directives made pursuant thereto, consents or the requirements of any government authority and as the same may be amended from time to

time and includes any change in law. It shall also mean any rules, regulations and/or directives issued or introduced by ALLO;

"**Letter of Award**" means the letter of formal acceptance executed by ALLO for the purpose of this Contract;

"**MACCA**" means the Malaysian Anti-Corruption Commission Act 2009 and includes its subsidiary legislation and guidelines;

"**Notice to Proceed**" means the written notice issued by ALLO to the Consultant instructing the commencement of a Survey Cycle;

"**Purchase Order**" shall mean a document issued by ALLO to the Consultant for the Services indicating the agreed price, deliverables of the Services and/or other terms and conditions of the Services pursuant to the Contract;

"**Relative**" shall have the same meaning as in the MACCA;

"**Schedules**" means the documents titled schedules which may include but not limited to the schedule of payment, data, lists stated under the Contract;

"**Scope of Work**" means the scope of work and specifications for the Services as set out in the Schedules, being Part A of ALLO's Request for Quotation for the Independent Customer Satisfaction Index (CSI) Survey, as may be refined in the inception report approved by ALLO;

"**Services**" means the independent Customer Satisfaction Index (CSI) survey services, including the design, administration, analysis and reporting of each Survey Cycle, to be performed by the Consultant in accordance with the Scope of Work and the terms outlined in the Contract;

"**Survey Cycle**" means each annual CSI survey exercise under the Contract, being the FY2026 cycle and the FY2027 cycle during the Base Term and, if the Extension Period is exercised, the FY2028 cycle;

"**Survey Data**" means all data collected, generated or processed by the Consultant in the course of the Services, including sample frames, contact lists, respondent responses, fieldwork records, datasets and calculation workbooks;

"**Termination Date**" means the effective date of termination of this Contract by ALLO and/or the Consultant.

2. LANGUAGE AND INTERPRETATION

2.1 The language of this Contract shall be English and/or Bahasa Malaysia. In the event of

contradiction between the two languages, the prevailing language shall be English.

2.2 In performing the obligations under this Contract, the Consultant shall comply with the Laws and shall also obtain all permits, licenses, consent and approvals as required by the Laws. The Consultant warrants that it shall indemnify ALLO against and from the consequences of any failure to do so. All costs relating to matters under this clause shall solely be borne by the Consultant unless stated otherwise.

2.3 In this Contract, except where the context requires otherwise:

(i) Words indicating one gender include all genders;

(ii) words indicating singular shall include plural and vice versa;

(iii) provisions including the word "agree", "agreed" or "Contract" require it to be recorded in writing;

(iv) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words;

(v) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(vi) wherever reference is made to "days" such number shall refer to calendar days; and

(vii) the headings are for convenience and reference purposes only and do not affect in any way the meaning or the interpretation of this Contract.

2.4 No rule of construction shall apply against ALLO only by reason ALLO being responsible for the preparation of this Contract. The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be as stated in the Letter of Award.

3. THE CONSULTANT TO INFORM HIMSELF FULLY

3.1 The Consultant shall be deemed to have read and fully accepted the Conditions of Contract, the Schedules and any other documents relating thereto and that it has made all appropriate enquiries to enable it to undertake and perform the Services in accordance with this Contract. The Consultant shall immediately bring to the attention of ALLO's representative any matter which is not adequately specified or defined. The Consultant shall be deemed to have obtained at its own expense any additional information which it considers necessary for the undertaking of the Services.

3.2 If the Consultant fails to clarify or seek clarification or misinterprets the requirements or

fails to notify ALLO of any required remedial actions in accordance with Clause 3.1 of this Contract, then the Consultant shall not be entitled to recover any additional costs or expenses from ALLO and ALLO will not be liable for any cost and expense incurred by the Consultant for work relating to any inadequacy or deficiency or incompleteness or ambiguity of the requirements.

3.3 The Consultant shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price, in which the Consultant has based on the data, interpretations, necessary information, inspections, examination and satisfaction as to all the relevant matters under this Contract.

4. JOINT VENTURE

4.1 If the Consultant constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:

(i) these persons shall be deemed to be jointly and severally liable to ALLO under this Contract;

(ii) the Consultant shall provide evidence of such formation by way of a duly executed agreement detailing the conditions of the formation;

(iii) these persons shall notify ALLO of the lead entity who shall have the authority to bind each person constituting the Consultant; and

(iv) the Consultant shall not alter its composition or legal status without the prior consent of ALLO.

5. THE CONSULTANT'S GENERAL WARRANTIES AND REPRESENTATIONS

5.1 The Consultant warrants and undertakes to and with ALLO that: -

(i) it has all the necessary power and authority to execute the Contract and each execution, delivery and performance of the obligations under the Contract has been duly authorised by all necessary action on its part and the Contract constitutes its legal, valid and binding obligation enforceable against the Consultant in accordance with its terms;

(ii) it is not in default under any agreement to which it is a party or by which it is bound and/or no litigation, arbitration or administrative proceedings are currently present or pending or threatened with such actions, as the case may be, which might affect the ability of the Consultant to enter into and/or to perform its obligations under the Contract; and

(iii) it has not been wound up and no petition has been presented for winding-up nor has

it agreed to any scheme of arrangement for the benefit of its creditors or assigned its assets for the benefit of its creditors nor has it appointed a judicial manager nor has a receiver or receiver and manager been appointed or proposed to be appointed by it or any creditor over it.

5.2 The Consultant hereby also warrants and undertakes that:

(i) the Consultant shall not directly or indirectly, negligently do or fail to take action which would have the effect of putting ALLO in breach of any obligations to a third party of which the Consultant is aware of at the time of execution of the Contract or of which the Consultant should reasonably be expected to be aware of at the time of execution of the Contract or to expose ALLO to liability to any third party;

(ii) the Consultant shall not use any information and/or materials supplied to it by ALLO in a manner which will be or is likely to be detrimental to ALLO, ALLO Group and its business;

(iii) the performance of the Services does not and shall not infringe any intellectual property rights or any other right of any other nature of any person and shall not subject ALLO to any claim for infringement of any proprietary rights of any third party;

(iv) the Consultant shall act at all times so as to protect the interests of ALLO and shall take all reasonable steps to keep all costs and expenses to a minimum consistent with sound economic and engineering practices;

(v) the execution of the Services will be performed by the Consultant's personnel who have the requisite skill, expertise and experience and shall be performed in accordance with the highest standard of care and diligence and in any event shall not be less than that normally found within the consultancy industry;

(vi) the performance of the Services shall comply with the relevant Laws.

5.3 The Consultant shall, in providing the services pursuant to this Contract:

(i) act honestly and fairly;

(ii) provide ALLO with true and accurate information of the Services, progress of the Services and any matter relating to the execution, delivery and performance of the Services;

(iii) comply with ALLO's position on anti-corruption, along with any guidelines on ethics and integrity communicated by ALLO and made available in ALLO's official website;

(iv) not offer or provide, directly or through any intermediaries, any bribe, gift, hospitality, entertainment, donation, consideration, reward, favour, any material or

immaterial benefit or other gratification, commission, fee, brokerage or inducement to an employee, director or other representative of ALLO and/or member of ALLO Group, for the purpose of improperly influencing a business decision to act contrary to ALLO's or relevant member of ALLO Group's interest or for the purpose of obtaining any advantage in the implementation of a contract;

(v) not offer or provide any gratification which might be considered a bribe under either local or international legislation to a government official, either in Malaysia or any other country;

(vi) not collude with other parties interested in this Contract to preclude or compromise the implementation of this Contract. The Consultant also undertakes to report to ALLO, through its official reporting channels, any such attempts made by others to involve the Consultant in acts of collusion against ALLO and/or members of ALLO Group;

(vii) not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may be reasonably be regarded as confidential and is provided by ALLO and/or any member of ALLO Group as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;

(viii) not to give any Gratification to a public official, in order to expedite a process in relation to work carried out for ALLO and/or any member of ALLO Group;

(ix) not participate in any other criminal activity, such as extortion, embezzlement, money laundering, or any similar or equivalent improper act or practice;

(x) take all measures to prevent corrupt practices, unfair means and illegal activities at all times while carrying out its contractual obligations for or on behalf of ALLO;

(xi) inform ALLO and/or any member of ALLO Group if any employee or director of the Consultant or any person acting on behalf of the Consultant, either directly or indirectly, is a relative of any of employees or director of ALLO, or alternatively, if any employee or director of ALLO or their relative has any interest, financial or otherwise, in the Consultant;

(xii) not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee or director of ALLO;

(xiii) ensure that staff and other representatives of the Consultant dealing with ALLO, or acting on behalf of ALLO in servicing a contract, are aware of the provisions herein; and

(xiv) immediately notify ALLO in writing, if the Consultant is aware of any breach of this provision, or if it becomes reasonably suspicious that this provision may have been breached.

5.4 ALLO and the Consultant must do all things reasonably necessary to ensure that they cooperate as fully as possible with each other in the performance of their obligations in this Contract which require consultations between them or determinations to be made by either of them including without limitation:

(a) all co-operation and reasonable assistance required or requested by either Party in connection with the Services;

(b) all information necessary and appropriate for either Party to perform the Services assigned to them; and

(c) any other co-operation or assistance as either Party may reasonably require,

without obstruction or delay.

For avoidance of doubt, any data, report, map, photograph, plan, drawing, record or other information given or forwarded by ALLO to the Consultant shall not relieve the Consultant of its obligations for the Services. ALLO gives no warranty in any manner whatsoever for the data, reports, maps, photographs, plans, drawings, records or information either as to the accuracy or sufficiency or as to how the same shall be interpreted and the Consultant when it makes use of and interprets the same, shall do so entirely at its own risk and shall not constitute a breach of obligation on the part of ALLO under this clause if such data, report, map, photograph, plan, drawing, record or information is not accurate or sufficient for the purpose of performing the Consultant's obligation under the Contract. The Consultant shall be entitled to independently verify any information provided by ALLO for the purposes of this Contract, whichever is applicable to the scope of services being provided by the Consultant.

5.5 Where ALLO has reasonable concerns regarding behaviour involving gratification on behalf of the Consultant, ALLO shall have the right to:

(i) direct the Consultant to investigate the matter, and the Consultant shall carry out its investigations in the manner as directed by ALLO; and/or

(ii) conduct its own investigation into the matter, and the Consultant shall provide all reasonable assistance, information and documentation to ALLO, in respect of the conduct of investigations.

5.6 The Consultant hereby acknowledges and understands that the warranties and representations stated within this Contract are to be strictly adhered to and therefore further acknowledges that in order to ensure the high standards of performance and conduct of this Contract, ALLO reserves the right to request for or on its own accord, inspect, examine (including but not limited to) all documents, correspondence, records, paperwork, computer software or accounts of the Consultant that relates to this Contract at any time ALLO so wishes throughout the duration of this Contract. In the event such

measures are adopted, the Consultant shall fully cooperate and assists ALLO to facilitate such situations.

5.7 Termination

(a) Without prejudice to any other rights of each Parties, if a Party, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to this Contract, or any other agreement that the Party may have with the other Party, the non-defaulting Party shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the defaulting Party.

(b) The defaulting Party shall be liable for all actual losses, costs, damages and expenses incurred by the non-defaulting Party arising from termination under Clause 5.7(a) above.

6. THE EXECUTION OF THE SERVICES

6.1 The Consultant shall carry out the performance of the Services to ALLO within the Contract Period and in accordance with the Contract. For the avoidance of doubt, the Services shall also include any other agreed scope and specifications to be discussed and agreed between both Parties thereafter. However, the execution of the said services shall not be considered as a variation to the Services.

6.2 The Consultant shall execute the Services:

(a) strictly in conformity with the Contract. The Consultant undertakes that ALLO can use and rely on the Deliverables prepared by or developed by the Consultant under the Contract;

(b) by exercising the degree of care, skill, diligence, efficiency and professionalism in the discharge and performance of the Services with standards normally exercised by highly qualified persons in the performance of similar Services; and

(c) act at all times so as to protect the interests of ALLO and shall take all reasonable steps to keep all costs and expenses to a minimum and consistent with sound economic and consultancy practices.

6.3 Notwithstanding that any request, instruction, direction or approval whatsoever may be made or given by ALLO under this Contract in writing or otherwise, all liabilities and responsibilities arising therefrom shall rest fully with and be binding upon the Consultant.

6.4 Each Survey Cycle shall commence only upon ALLO's issuance of a Notice to Proceed. The Consultant shall complete each Survey Cycle within sixteen (16) weeks from the date of

the relevant Notice to Proceed, or such other period as may be mutually agreed between ALLO and the Consultant, substantially in accordance with the indicative schedule set out in the Scope of Work. No retainer or standing charge shall be payable by ALLO during any period between Survey Cycles.

6.5 The Consultant shall act independently and apply a transparent and defensible methodology in performing the Services. The Consultant shall, prior to the commencement of the Services and at any time thereafter upon becoming aware of the same, declare in writing to ALLO any actual, potential or perceived conflict of interest, including any work performed for ALLO's customers, competitors or service partners, and shall maintain its independence throughout the Contract Period.

6.6 In administering the survey, the Consultant shall use only invitations, scripts, caller identification, reminders and escalation protocols approved by ALLO, and shall not carry out any sales, cross-selling or research activity unrelated to the Services when contacting ALLO's customers.

6.7 The Consultant shall protect the year-on-year comparability of the CSI. Any change to the core index, scale, weighting, respondent definition or administration mode shall require ALLO's prior written approval and a documented bridge to the prior Survey Cycle.

6.8 During active fieldwork, the Consultant shall provide ALLO with progress updates at least weekly, or at such other frequency as may be mutually agreed between ALLO and the Consultant, and shall maintain an auditable fieldwork record, including dispositions, attempted contacts, completion status, duration and quality-control outcomes, without exposing unnecessary personal data.

6.9 The price for each Survey Cycle in the Bill of Quantities is based on four hundred (400) valid completed customer responses in aggregate across all segments. Any additional valid responses or interviews shall be carried out only upon ALLO's prior written instruction and shall be charged at the unit rates stated in the Bill of Quantities.

6.10 Each Deliverable shall be subject to ALLO's review and written approval. Where ALLO notifies the Consultant that a Deliverable does not conform to the Contract, the Consultant shall rectify and resubmit such Deliverable at its own cost within such period as ALLO may reasonably specify.

7. CONTRACT PERIOD

7.1 The Contract shall commence on the Commencement Date and shall continue for a Base Term of eighteen (18) months, covering the FY2026 and FY2027 Survey Cycles, unless terminated earlier in accordance with the Contract.

7.2 ALLO may, at its sole and absolute discretion, extend the Contract for an Extension Period of up to twelve (12) months to cover the FY2028 Survey Cycle by giving written notice to

the Consultant prior to the expiry of the Base Term, subject to the Consultant's satisfactory performance, ALLO's continuing need, budget and required approvals. The Extension Period shall be on the same terms and conditions as stated herein and at the price for the FY2028 Survey Cycle stated in the Bill of Quantities, failing which the price for the FY2027 Survey Cycle shall apply. The FY2028 Survey Cycle is not guaranteed and ALLO shall have no obligation in respect of it unless the Extension Period is exercised in accordance with this Clause.

7.3 The Consultant shall complete the Services (if any) within the Contract Period.

7.4 If the progress of the Services does not conform to the deliverables and timeline mutually agreed between ALLO and the Consultant at the kick-off of the relevant Survey Cycle and ALLO is not at fault, ALLO may instruct the Consultant to submit a revised plan which the Consultant proposes to adopt in order to expedite the progress and to complete within the Contract Period. If the revised plan is agreed by ALLO, the Consultant shall adopt the said plan at its own risk and cost. There shall be no adjustment to the Contract Price. However, ALLO shall be entitled to claim any additional costs incurred by ALLO that is caused by these revised plans, in addition to the delay damages to be imposed (if any) under this Contract.

8. SUSPENSION OF THE SERVICES

8.1 The Parties reserve the right to suspend the performance of the Services (as the case may be) under this Contract upon the occurrence of any of the following events:

(i) Force Majeure event under Clause 16; or

(ii) by ALLO's written instruction to suspend the Services for a certain period of time.

8.2 ALLO may at any time following a suspension ordered pursuant to paragraph 8.1(ii) above, give notice to the Consultant to continue with the performance of the relevant part or all parts of the Services, in the event the suspension ordered pursuant to Clause 8.1(ii) exceeds the period of six (6) months, either Party shall have the right to terminate this Contract. ALLO may extend the Contract Period for a period being suspended under this Clause.

8.3 Upon termination of this Contract pursuant to Clause 8.2 above by ALLO, ALLO shall:

(a) pay all outstanding amounts due and owing to the Consultant for the completed Services up to the termination date;

(b) where the suspension of the Services is not due to the fault of the Consultant, pay the Consultant the value of such other items as mutually agreed.

PROVIDED ALWAYS THAT the payment by ALLO to the Consultant pursuant to this Clause 8.3 shall not prejudice any other ALLO's rights under this Contract.

9. DELAY IN EXECUTION OF THE SERVICES

9.1 In the event the Consultant delays or fails to complete the Services within the Contract Period or within any extended time granted by ALLO, the Consultant shall notify ALLO of the delay and provide reason(s) for the delay. Upon receipt of the notice, ALLO may in its discretion, extend the delivery time frame. Notwithstanding the earlier, if ALLO is satisfied that the delay has been caused by the Consultant, ALLO may, by written notice, require the Consultant to pay ALLO as and by way of delay damages for any loss or damage sustained by ALLO resulting from the delay during the period from the delay to the date on which the Consultant completes and delivers the same, at the rate of one percent (1%) from Contract Price, per each day of delay, to a maximum of twenty percent (20%) from Contract Price.

For the avoidance of doubt, this Clause shall not apply to any delays caused by Force Majeure events as stipulated in Clause 16 of this Contract nor to delays resulting from ALLO's actions or inactions, including but not limited to late approvals, failure to provide necessary information, or changes to the scope of work ("ALLO Caused Delay").

9.2 ALLO may recover such sum as debt or deduct from any money due or become due to the Consultant or from the Performance Bond (if applicable). ALLO shall inform the Consultant in writing of such deduction. If no amount is due to the Consultant, the delay damages will be a debt due from the Consultant to ALLO and must be paid within twenty (20) working days from the date of the debit note. ALLO reserves the right to take further action if the Consultant fails to pay the said sum. For the avoidance of doubt, the Consultant shall only be liable for delay damages where the delay is attributable to the Consultant.

9.3 The delay damages are ALLO's genuine pre-estimate loss for the delay and not a penalty and shall not be the sole and exclusive remedy of ALLO under this Contract or Laws for the delay. The Consultant by entering this Contract agrees to pay to ALLO the said amount(s) without the need of ALLO to prove his actual damage or loss.

9.4 The delay damages shall not relieve the Consultant from its obligation to complete the Services or from any other duties, obligations, or responsibilities which the Consultant may have under this Contract.

9.5 Notwithstanding this Clause 9, the Consultant may be subject to suspension, blacklisting or deregistration from participating in ALLO's future tender exercise for a period which ALLO deems fit, given the prevailing circumstances.

10. PAYMENT OF THE CONTRACT PRICE

10.1 ALLO shall pay the Contract Price in consideration of the Services rendered by the Consultant in compliance with the terms and conditions of the Contract. The price for each

Survey Cycle as stated in the Bill of Quantities shall be payable in full (100%) upon completion of that Survey Cycle and acceptance by ALLO of all Deliverables for that Survey Cycle, within forty-five (45) days from the date of verification of the Invoice in ALLO's VERAS system.

10.2 The Consultant shall bear all expenses including but not limited to out-of-pocket expenses, lodging, transportation incurred in relation to this Contract and such other costs and expenses stated to be borne by the Consultant under this Contract.

10.3 The Contract Price shall be adjusted to take into account any increase or decrease resulting from change in applicable Laws with regards to taxes (other than tax on the income of the Consultant and including introduction of new laws and the repeal or modification of existing Laws) or in the judicial or governmental interpretation of such laws after the Effective Date that relate directly to the performance of the Services.

10.4 The Consultant shall be entitled to payment of the Purchase Order for a Survey Cycle after ALLO issues its written acceptance of all Deliverables for that Survey Cycle.

10.5 The Consultant shall submit the Invoice to ALLO accompanied by proper supporting documents, showing the details of the deliverables that the Consultant considers being entitled for the execution, delivery and performance of the Services. However, the statement for the Invoice shall include the following items (but not limited to):

(i) the contract value of the Services executed, delivered and performed;

(ii) any amount to be deducted for Retention Sum, if applicable; and

(iii) any deductions which may have become due under the Contract or otherwise.

10.6 ALLO has fifteen (15) days from the date it received the Invoice to review and verify the said documents and if ALLO agrees, the payment will be made within forty-five (45) days from the date of verification of the Invoice in VERAS. However, ALLO may upon receipt of the Invoice raise a written query in respect of the Invoice which in ALLO's reasonable opinion does not reflect the actual services provided. Upon receipt of such a query, the Consultant shall, within fourteen (14) days of the issue of the query, explain and clarify the matter in question. In the event ALLO is not satisfied with the explanation and clarification by the Consultant, ALLO may submit such dispute for resolution pursuant to Clause 15.

10.7 Notwithstanding any other provisions of this Contract, ALLO has the right to withhold payment in following situations:

(i) if the Consultant fail to return the Letter of Award duly signed and relevant insurance certificates under this Contract;

(ii) if the Services executed, delivered and performed did not comply to the specifications

under the Contract and/or are not done to the satisfaction of ALLO; or

(iii) if the Consultant commits any breach or default in the execution of its obligations under the Contract; or

(iv) if the Consultant caused an unreasonable delay or is likely to cause a delay in the execution, delivery and performance of the Services.

For the avoidance of doubt, ALLO will only pay the Contract Price to the Consultant if the Consultant has rectified or remedied the situation listed above to the satisfaction of ALLO.

10.8 ALLO shall be entitled to set off by deducting any money owing from the Consultant to ALLO in respect of the delay damages or any other sum due or payable under this Contract from any sum which may become due or is payable to the Consultant provided that this provision shall not affect any other remedy to which ALLO may be entitled for the recovery of such sums.

11. INSURANCE

11.1 The Consultant shall as a condition precedent to commencement of any Services under this Contract, to ensure the Services are adequately insured for an appropriate amount for any single or series of claims arising out of an event in connection with the Consultant's personnel and the Services performed by the Consultant pursuant to the Contract, to cover any potential liability, loss or damage relevant to the performance of the Consultant's obligations throughout the term of the Contract.

11.2 The Consultant shall at its own cost and expense, procure and maintain relevant insurance(s) for the purpose of the Consultant's business against any potential liability, loss or damage arising at common law and under the Laws throughout the Contract Period. The execution, delivery and performance of the Services shall not commence until and unless such insurance policy specified under this Clause is submitted to ALLO and found to be satisfactory and acceptable to ALLO.

11.3 The Consultant is required to procure all relevant insurance policies, including but not limited to, the following (whichever is applicable) prior to the commencement of the Contract:-

(a) Professional Indemnity Insurance; and/or

(b) Such other insurance as may be necessary or reasonable in the circumstance for the performance of the Services.

11.4 For the avoidance of doubt, the insurance procured for the Services shall cover the period until the expiry of the Contract. However, the Consultant shall ensure that the insurance(s) required for the Services will be procured before the commencement of the Services and

the Consultant shall maintain such insurance until ALLO issues the written confirmation of the Services. If the Consultant fails to do so and ALLO neither approves the omission nor effects insurance for the coverage relevant to this default, any monies which should have been recoverable under this insurance shall be paid by the Consultant.

11.5 Nothing in this Clause 11 limits the obligations, liabilities or responsibilities of the Consultant under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Consultant in accordance with these obligations, liabilities or responsibilities under this Contract.

11.6 Where the Consultant has not procured and maintained such insurance(s) prior to this Contract, the Consultant shall procure such insurance(s) and refer to the department named in the Appendix to the Conditions of Contract for any queries with regard to insurance matters. All costs related to the insurance matters shall be deemed to be part of the Contract Price.

12. CONFIDENTIALITY OF INFORMATION

12.1 For the purpose of this Contract, "**Confidential Information**" means:

(i) information of whatever nature relating to each of the Parties and its business which is disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") in written, pictorial, electronic or in any other form, from or pursuant to discussions with any of the officers, employees, agents or advisers of the Disclosing Party; and/or

(ii) information of whatever nature relating to the business of Disclosing Party obtained during the execution, delivery and performance of the Services or by observation during visits (if any) to its premises; and/or

(iii) analysis, compilations, studies and other documents prepared by the Disclosing Party or the Disclosing Party's advisers which contain or otherwise reflect or are generated from the information specified in paragraphs (i) or (ii) above.

Without limiting the generality of the foregoing, the expression Confidential Information shall also include all facts, data, requirements, Appendices, Schedules, tender, drawings, reports, accounts, expressions of views, board papers, processes, formulae, matters of a technical nature, research and development information, business records, notes, products, know-how, trade secrets, secret information, engineering, manufacturing, planning, employee details or other documents and things whether in written, oral, pictorial, electronic or in any other form disclosed and/or supplied by Disclosing Party, its officers, employees, agents or advisers to the Receiving Party.

12.2 In consideration of the receipt and disclosure of the Confidential Information by the Receiving Party, the Receiving Party hereby undertakes to the Disclosing Party that:

(i) The Receiving Party shall maintain the Confidential Information in strict confidence and use it for the purpose of executing its obligations under this Contract ("**Permitted Purpose**") and not for any other purpose. Without prejudice to the generality of the foregoing, the Receiving Party undertakes that it:

a) shall not make use of any Confidential Information in any manner other than for a Permitted Purpose;

b) shall not use or disclose any Confidential Information in whatsoever manner for the benefit of itself, any of its related corporations and.or its related subsidiary or any third party and shall not permit or disclose or assist any third party to make use of the same;

c) shall not use the Confidential Information in any manner detrimental to the Disclosing Party or any of its related corporations and/or its related subsidiary;

d) the Receiving Party shall not copy and/or reproduce any Confidential Information or extracts of documents containing Confidential Information in any way or duplicate Confidential Information whether by machine or otherwise or reduce it to writing including through scanning or any other digital means any part hereof except as may be reasonably and practicably necessary for the purpose of completing and providing the Services. Any copies, reproductions or reductions of the Confidential Information to writing shall be the property of the Disclosing Party;

e) the Receiving Party shall not disclose any Confidential Information except for the Permitted Purpose and in confidence to such of its employees or directors who are required in the course of their duties to receive the same; and

f) the Receiving Party shall keep the Confidential Information separate from all other documents and information the Consultant may hold.

(ii) The Receiving Party shall ensure that proper protection is provided for the Confidential Information, which shall not be less than the same degree of care, of which the Disclosing Party uses to prevent the unauthorized use, dissemination or publication of its own most valuable confidential and proprietary information.

12.3 The Receiving Party's obligations under Clause 12.2 shall not apply to information:

(i) which is or becomes public knowledge other than by a breach of an obligation of confidentiality by the Receiving Party's;

(ii) is known to the Receiving Party, under no obligation of confidence, at the time of disclosure by the Disclosing Party; or

(iii) is lawfully obtained by the Receiving Party from a third party who in making such

disclosure breaches no obligation of confidence to the other party; or

(iv) is independently developed by the Receiving Party; or

(v) which is required to be disclosed by law, by order of court of a competent jurisdiction or regulatory authority.

12.4 For clarity, the foregoing exception shall not apply to information relating to any combination of features or any combination of items of information merely because information relating to one or more of the relevant individual features or one or more of the relevant items (but not the combination itself) falls within any one or more of such exceptions under this clause. All Confidential Information disclosed shall remain the property of Disclosing Party and the Receiving Party obtains no right of any kind to any Confidential Information disclosed to it.

12.5 Upon a written request from Disclosing Party for the return of the Confidential Information by the Receiving Party, the Receiving Party shall as soon as possible return all documents and materials supplied by Disclosing Party whether it is in written, electronic, graphic or physical form and all copies or reproductions thereof, containing all the Confidential Information to Disclosing Party and where applicable shall delete all Confidential Information from any computer, word processor or other device containing it. The Receiving Party shall certify in writing to the Disclosing Party that it has complied with the requirements of this Clause 12.5.

12.6 In the event that the Receiving Party is required by law, by order of court of competent jurisdiction or by a regulatory authority to disclose all or any part of the Confidential Information, the Receiving Party may make such disclosure provided that the Receiving Party shall give the Disclosing Party immediate notice prior to such disclosure and shall consult with the Disclosing Party prior to such disclosure with a view of avoiding such disclosure. The Receiving Party undertakes to fully cooperate and take all lawful measures with the Disclosing Party in the event that the Disclosing Party, where legally permissible, elects to challenge the validity of such requirements to disclose.

12.7 The parties agree that this Clause 12 shall survive the expiry or termination of this Contract. In the event of breach or termination of this Contract for whatever reason, the Receiving Party shall immediately return all the Confidential Information to the Disclosing Party in accordance with the provisions of clause 12.5 of this Contract.

12.8 The Disclosing Party shall be entitled to seek equitable relief including seeking specific performance or injunctive relief in the event of any breach of Clause 12 by the Receiving Party. Such remedies shall not be deemed exclusive to this Contract and shall be additional to all other remedies available at law or equity. The Receiving Party shall indemnify the Disclosing Party for any costs, claims, demands or liabilities of whatsoever nature arising directly or indirectly out of a breach of the Receiving Party's obligations under this Clause 12 provided that there is no negligence, fraud or wilful default on the part of the Disclosing Party.

13. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIPS

13.1 The Consultant warrants that it has obtained all necessary intellectual property rights to allow ALLO to implement any proposals and/or recommendations as advised by the Consultant under the Services, free of any claim, cost or encumbrance and the use by ALLO of such rights will not constitute an infringement of any of those rights belonging to any other entity and/or person. Any associated cost for the procurement of such intellectual property rights shall be borne by the Consultant, if applicable.

13.2 **ALLO IP**

(a) All tangible and intangible assets (i.e., information, data, documentation and software) provided to, or accessed by, Consultant which was owned by, leased or licensed to ALLO prior to being provided to, or accessed by, the Consultant in the context of the provision or performance of its obligations under this Contract or otherwise as well as all tangible and intangible assets owned or created by or leased or licensed to ALLO during the course of this Contract whether or not for the purpose of this Contract ("**ALLO IP**") shall remain the property of ALLO.

(b) All intellectual property and any proprietary rights relating to ALLO IP of which the Consultant becomes aware of or which are used by the Consultant in the context of the provision or performance of its obligations hereunder are solely owned by ALLO.

(c) Save as otherwise stated in this Contract, no Party will gain by virtue of this Contract any rights of ownership of any Intellectual Property Rights owned by the other at the Effective Date.

13.3 All Deliverables and Survey Data, including the questionnaires, segment modules, sampling plan, data definitions, CSI computation formula, calculation workbooks and reporting templates developed for ALLO under this Contract, and all intellectual property rights therein, shall vest in and belong to ALLO upon creation. ALLO shall be entitled to use, reproduce, modify and re-use the Deliverables for subsequent CSI survey cycles, whether performed by the Consultant or any other party, without further payment to the Consultant.

13.4 The Consultant's Tools brought by the Consultant in the course of this Contract shall remain and be vested in the Consultant. The Consultant hereby grants ALLO and ALLO Group a non-exclusive, perpetual, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Consultant's Tools to the extent incorporated in or necessary for the use of the Deliverables.

13.5 If provided for under the Contract, all equipment, goods and all other items supplied by

ALLO and/or purchased by the ALLO and/or purchased by the Consultant for ALLO or for the execution of the Services use under the Contract shall remain at all times the property of ALLO and shall be returned by the Consultant in accordance with procedures to be determined by ALLO.

13.6 **Intellectual Property Rights Indemnity**

(a) Without prejudice to any other rights and remedies of ALLO under this Contract, the Consultant shall at its own expense indemnify and hold harmless ALLO, ALLO Group or their successors and assigns (and their officers, directors, employees, sublicensees, customer and agents) in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment (including attorney's fees and court costs on a solicitor-client basis) which ALLO, ALLO Group or their successors and assigns (and their officers, directors, employees, sublicensees, customer and agents) pays, suffers, incurs or is liable for, which arise directly or indirectly out of or in connection with:

(i) any breach of the representations and warranties in Clause 5 or any of the representations or warranties being false or inaccurate;

(ii) any claim that the materials (including the equipment, documentation and Manuals and Services) provided by the Consultant to ALLO pursuant to this Contract infringes at any time the Intellectual Property Rights of any third party wheresoever and howsoever arising; or

(iii) any claim that the ownership, possession use by ALLO of the documentation and Manuals, equipment and Services infringes at any time the Intellectual Property Rights and proprietary of any third party wheresoever and howsoever arising,

("**Intellectual Property Infringement**").

(b) ALLO shall in its discretion give the Consultant conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and shall not (unless ALLO takes back the conduct of the defence (which it shall be permitted to do if it does not believe Consultant is conducting the same competently)) at any time admit liability or otherwise attempt to settle the claim or action and granting to the Consultant conduct of the defence for ALLO is subject to the Consultant providing to ALLO's reasonable satisfaction security for all costs, expenses, damages, loss and liabilities ALLO may incur or suffer.

(c) In the event of any Intellectual Property Infringement, the Consultant shall at ALLO's option immediately and in a manner that minimises any disruptions to ALLO's and ALLO Group's operations, procure for ALLO and ALLO Group the right to continue its use of such infringing items free of charge or forthwith make without charge to ALLO such alterations, modification or adjustments to such infringing items (without reducing or adversely affecting the functionality or performance thereof) as shall be necessary and acceptable to ALLO to make them non-infringing.

(d) If ALLO and Consultant agree that none of these alternatives is available, ALLO agrees to return the infringing item to the Consultant, and ALLO shall be entitled to make a claim against the Consultant for all costs, expenses, losses and damages suffered without prejudice to any other rights or remedies available to ALLO including termination.

(e) Without prejudice to the other provisions of this Clause 13, any Intellectual Property Infringement shall be deemed to be a material breach of a condition of this Contract and shall entitle ALLO to terminate this Contract forthwith upon written notice to Consultant.

14. LIABILITY AND INDEMNITY

14.1 Save to the extent that another provision of this Contract expressly provides for (or expressly excludes or limits) a remedy, a liability or a form of compensation in relation to an act, omission or event, this Clause 14 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach or any other cause) of a Party to the other Party under and in relation to this Contract and in relation to any act, omission or event relating to or arising out of this Contract.

14.2 **General Principles**

(a) The Consultant shall, up to a maximum amount of the Contract Price, indemnify and defend ALLO, at its own expense against any actions, claims, proceedings, demands, losses, damages and any costs and legal expenses incurred by ALLO, arising from the negligent performance of the Services by the Consultant including all claims for infringement of intellectual property rights of any third party or any defamatory actions taken by any third party in relation to this Contract.

(b) ALLO shall up to a maximum amount of the Contract Price, indemnify the Consultant against any actions, claims, proceedings, demands, losses, damages and any costs and legal expenses incurred by the Consultant caused by ALLO, its agents, employees, subcontractors, and assigns' gross negligence.

14.3 **Third Person Indemnity**

The indemnifying party shall indemnify and hold the indemnified party safe and harmless from and against all costs, expenses and claims in respect of:

(a) all injuries to, including death of; and/or

(b) loss of or damage to property of,

third parties arising out of or in connection with or in the course of or by reason of the Indemnifying Party's breach or when due to any acts, omission or default of the Indemnifying Party, its servants and/or agents in the carrying out of any of the Services.

14.4 **Exclusion of Liability**

(a) Neither Party excludes liability for death or personal injury attributable to its own negligence or the negligence of its servants and agents and any other liability which by law either Party cannot exclude or limit.

(b) Subject to Clause 14.3, neither Party shall be liable to the other Party or any other third party nor shall either Party be liable to indemnify the other Party for any claims, proceedings or actions brought or made by a third party against the other Party, howsoever arising, including but not limited to any claims, proceedings or actions brought or made against the other Party by any person pursuant to a contractual relationship with the other Party PROVIDED ALWAYS THAT the Consultant shall be liable to indemnify ALLO for any acts or omissions of any suppliers, agents, sub-Consultants, licensors and any third party engaged by the Consultant to supply or perform any part of the Services.

(c) Subject to Clause 14.1, in no event will either Party's liability under this Contract exceed the Contract Price in the aggregate for all claims for any accident or occurrence, in connection with this Contract provided always that with respect to fraud, death, personal injury, damage to property and breach of the Intellectual Property Rights of third parties, the liability of the Indemnifying Party under this Contract shall not be limited.

For the purposes of this Clause 14.4(c), fraud shall have the meaning prescribed in Section 17 of the Contracts Act 1950.

14.5 In no event will either Party be liable to the other Party for loss of profits, loss of revenue, loss of business, loss of opportunity, loss of use of data, special, exemplary, indirect, incidental, consequential or punitive damages of any kind for any reason, including, without limitation, the breach of this Contract or any termination or suspension of this Contract, whether such liability is asserted on the basis of contract, tort (including negligence and strict liability) or otherwise, even if a Party has been advised of the possibility of such damages. The essential purpose of this provision is to limit the potential liability of a Party arising out of this Contract.

14.6 ALLO shall in its discretion give the Consultant conduct of the defence to any claim, action, proceeding or demand brought against ALLO and arising as a result of entering into this Contract or performance of the Services by the Consultant and/or its personnel including any defamatory actions taken by any third party and shall not (unless ALLO takes back the

conduct of the defence (which it shall be permitted to do if it does not believe the Consultant is conducting the same competently)) at any time admit liability or otherwise attempt to settle the said claim, action, proceeding or demand subject to the Consultant providing to ALLO's reasonable satisfaction security for any costs or liabilities ALLO may incur by reason of the Consultant's conduct of such defence.

14.7 In relation to the conduct of the defence by the Consultant as set out in Clause 14.6 above, ALLO:

(a) will be permitted to enter an appearance in court and, thereafter, give the Consultant written notice of such action, claim, proceeding and/or demand;

(b) will provide all assistance reasonably requested by the Consultant at the Consultant's cost and expense in connection with the action, claim, proceeding, and/or demand;

(c) allows the Consultant at its own cost and expense to have sole control of the defence and related settlement negotiations provided that in respect to any matter, decision, action or settlement which:

(i) affects ALLO's rights and remedies; and/or

(ii) would involve or result in ALLO admitting a breach, infringement or guilt; and/or

(iii) would involve ALLO having to incur any cost or expense or pay any sum as royalties, license fees, compensation, damages or otherwise,

the Consultant shall first obtain the prior written consent of ALLO.

15. DISPUTE RESOLUTION

15.1 Any dispute, controversy or claim in connection with or arising out of or in relation to this Contract or the breach, termination or invalidity ("**Dispute**") thereof must be settled, in so far as it is possible, by mutual consultation and consent in accordance with the following provisions:

i) the Party shall in the first place, issue a notice of dispute to the other Party ("**Notice of Dispute**") and designate a senior officer who shall be authorized to resolve a Dispute in an equitable manner and unless otherwise expressly provided in this Contract, to exercise the authority of the Party which appointed him. Such Notice of Dispute shall state the details of the Dispute and that it is given pursuant to this Clause;

ii) Upon receipt of the Notice of Dispute, the Parties shall attempt to resolve all Disputes arising hereunder promptly, equitably and in good faith. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute;

iii) any decision mutually agreed by the designated representatives of the Parties pursuant to this clause shall be final and conclusive as to such Dispute.

15.2 If such Dispute cannot be resolved amicably within sixty (60) days from issuance of the first written notice by either party proposing the amicable settlement of such dispute, such dispute or differences shall be referred for arbitration pursuant to the Asian International Arbitration Centre ("AIAC") Arbitration Rules, by a single arbitrator unless otherwise stated in the Letter of Award to be mutually agreed between ALLO and the Consultant. In the event that the Parties fails to appoint an arbitrator within thirty (30) days after a Party has given notice of its intention to refer such dispute or difference to arbitration, the appointing authority shall be the Director of the AIAC unless otherwise stated in the Letter of Award. The seat of arbitration shall be Kuala Lumpur. The language to be used in the arbitration proceedings shall be English.

16. FORCE MAJEURE

16.1 Events

Neither ALLO nor the Consultant shall be in breach of its obligations under this Contract if it is unable to perform or fulfil any of its obligations under this Contract (or any part thereof) as a result of the occurrence of an Event of Force Majeure.

16.2 Notification of Event of Force Majeure

If any Event of Force Majeure occurs by reason of which any of the Parties is unable to perform any of its obligations under this Contract, that Party so affected shall as soon as practicable notify the other in writing of the occurrence of the Event of Force Majeure applicable to its obligations under this Contract giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event.

16.3 Termination Due to Event of Force Majeure

If an Event of Force Majeure has occurred and either Party reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months, then the Parties may mutually terminate this Contract.

16.4 Consequences of Termination due to Event of Force Majeure

If this Contract is terminated pursuant to Clause 16.3, all rights and obligations hereunder shall forthwith terminate and neither Party shall have a claim against each other save and except in respect of any antecedent breach and claims stated under this Contract.

16.5 Delay

(a) Provided that the Party to this Contract affected by the Event of Force Majeure has complied with the requirement to provide notice in accordance with Clause 16.2, the Party affected by the Event of Force Majeure shall not be liable for any delay in performing its obligations under this Contract to the extent that such delay has been caused by one or more Events of Force Majeure and the time for completion of any obligation under this Contract shall be extended by a mutually agreed period having regard to the course of action agreed to be undertaken.

(b) Notwithstanding Condition 16.5(a), if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties, the Parties shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives and shall, if appropriate, give consideration to any amendment of this Contract and the terms and conditions of such amendments.

17. DEFAULT BY THE CONSULTANT

17.1 If the Consultant:

(i) breaches any of the terms of the Contract and the Consultant has been notified of the breach but has failed to rectify the breach within a period of seven (7) days from the date of receipt of notification issued by ALLO; or

(ii) is in breach of this Contract which breach is irremediable; or

(iii) abandons its obligations or otherwise plainly demonstrates the intention not to continue the performance of its obligations under the Contract; or

(iv) fails to provide and/or to effect and/or to maintain the insurance(s) as provided in this Contract; or

(v) assigns or subcontracts all or any portion of the Contract without prior written consent of ALLO; or

(vi) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors or carries on business under a receiver, trustee or manager for the benefit of its creditors or if any act is done or event occurs which under the law has a similar effect to any of these acts or events; or

(vii) has been upon the discovery, notification or receipt by ALLO of any information (orally or in writing) expressly or impliedly indicated that the Consultant breaches any of its representations and warranties under Clause 5;

In any of these circumstances above, ALLO may issue a written notice of termination to the Consultant.

17.2 If the Consultant fails to remedy the relevant default within such period if any that is provided herein or such period as may be granted by ALLO, termination shall take effect on the date specified in such notice.

17.3 If this Contract is terminated under any of the above Clause 17.1, ALLO shall be entitled for the following:

(i) to withhold further payments to the Consultant until the costs of execution, completion of the Services and remedying of any defects or deficiency, damages for delay in completion of any of the Services or delay in performing any services (if any) and all other costs incurred by ALLO have been established; and/or

(ii) to recover from the Consultant any losses and damages incurred by ALLO and any extra costs in completing the Services. ALLO shall be entitled to forfeit the Performance Bond in order to recover such losses and damages, if applicable.

17.3 Without prejudice to any other rights of ALLO, if the Consultant, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to this Contract, or any other agreement that the Consultant may have with ALLO, ALLO shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the Consultant.

17.4 The Consultant shall be liable for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by ALLO arising from termination under this Clause 17. For avoidance of doubt, the parties hereby agree that the Consultant shall not be entitled to claim from ALLO, any form of losses including loss of profit, damages, claims or other items whatsoever up to termination.

17.5 The Parties agree that the Consultant shall not be entitled to claim any form of losses including without limitation loss of profit, loss of goodwill, loss of revenue, loss of opportunity, damages or compensation, claims or whatsoever for its breach of this Contract. The Parties further agree that the payment by ALLO of all valid invoices issued by the Consultant for Services completed prior to the Termination Date shall constitute a full and final settlement between the Parties.

17.6 The foregoing is without prejudice to any claim which ALLO may have against the Consultant for any damages and compensation which ALLO would be entitled to under the law. The termination of the Contract shall not relieve the Consultant from its duty to pay any liquidated damages having become due until the date of termination.

18. DEFAULT BY ALLO

18.1 Except if it results from a breach by the Consultant or if it occurs as a result of or during a Force Majeure event, the occurrence of any one of the following events shall constitute an event of default if ALLO:

(a) fails to make payment to the Consultant pursuant to this Contract;

(b) passes a resolution for its winding up or a court of appropriate jurisdiction makes an order for it to be wound up or dissolved or ALLO is otherwise dissolved;

(c) an administrator or a receiver or receiver and manager or administrative receiver or encumbrancer is appointed to take possession of or sell the whole or substantial part of its undertaking, assets, rights and revenue;

(d) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of appropriate jurisdiction for protection from its creditors; or

(e) is or is deemed unable to pay its debts as they fall due unless such debts are contested by ALLO in good faith,

In such circumstance above, the Consultant may issue a written notice to ALLO specifying the default and requiring ALLO to remedy the same within seven (7) Working Days from the date of receipt of such notice. Where the default by ALLO is under Clause 18.1(a), the Consultant shall provide a second written notice to ALLO requiring ALLO to remedy within forty-five (45) Working Days from the date of receipt of the second notice.

18.2 **Termination**

(a) If ALLO fails to remedy the relevant default specified in Clause 18.1(a) within such period as stipulated herein, then termination shall take effect thirty (30) Working Days after the last day of the second notice.

(b) If ALLO fails to remedy the relevant default in Clause 18.1 (other than Clause 18.1(a)) within such period, if any, as may be agreed by the Parties, then the Consultant may by written notice to ALLO terminate this Contract and termination shall take effect ninety (90) days from the date of receipt of written notice.

19. TERMINATION FOR CONVENIENCE

19.1 Notwithstanding anything to the contrary in the Contract, the Parties agree that ALLO shall have the right to terminate the Contract for any reason and without cause at any time by providing thirty (30) Working Days prior written notice of such termination to the Consultant.

19.2 Subject to any obligation in accordance with an exit management plan as described in the Contract, if any, the Consultant's obligation under this Contract shall end on the date set out in ALLO's written notice set out in Clause 19.1.

20. RIGHTS AND LIABILITIES UPON TERMINATION OR EXPIRY

20.1 Upon the termination of this Contract by ALLO pursuant to Clause 5.7, 17.1 or 21.1 of this Contract:

(a) the rights and authority granted and the obligations under this Contract shall terminate immediately;

(b) ALLO:

(i) shall have the right to call upon the Performance Bond, if applicable;

(ii) shall be entitled to appoint a third party to carry out the Services that have not been completed as ALLO deems fit;

(iii) may claim and recover from the Consultant any payment for losses or damages suffered as a result of termination of this Contract to the extent that such losses or damages exceed the sum demanded under the Performance Bond, if applicable;

(iv) shall pay the Consultant all the monies due and payable to the Consultant under this Contract as at the Termination Date and which have not been paid for in respect of Services completed as at the Termination Date provided always that ALLO shall be entitled to set off by deducting any money owing from the Consultant to ALLO in respect of the delay Damages and any other amount payable under this Contract; and

(v) shall be entitled to claim back or get a refund of amounts paid in advance for Services that have not been completed or performed as at the Termination Date.

(c) the Consultant shall:

(i) forthwith cease all operations on the Services and deliver up to ALLO, ALLO's Confidential Information and cease use of ALLO IP; and

(ii) submit to ALLO detailed reports, information, records and documents, that have been completed and necessary data in relation to the Services to enable ALLO to continue with the provision of the Services by a third party;

(iii) ensure that ALLO shall be able to use the Services rendered free of any lien, security interest, options, third party interest and encumbrances of whatever nature and any claim by the Consultant and any third party; and

(iv) deliver to ALLO, Services that it has paid for or where not paid, the Consultant shall deliver to ALLO the Services that ALLO pays for within the time periods stated in the implementation plan, if applicable.

20.2 If this Contract is terminated by the Consultant pursuant to Clause 18.2 or by ALLO pursuant to Clause 19 or by either Party pursuant to Clause 8.2 or Clause 16.3:

(a) ALLO shall:

(i) shall pay the Consultant all the monies due and payable to the Consultant under this Contract as at the Termination Date for Services completed and which have not been paid provided always that ALLO shall be entitled to set off by deducting any money owing from the Consultant to ALLO in respect of the delay damages and any other amounts payable under this Contract.

(b) the Consultant shall:

(i) ensure that ALLO shall be able to use and carry out the Services free of any lien, option, security interest, third party interest and encumbrances of whatever nature and any claim of the Consultant and any third party;

(ii) deliver to ALLO the Services that it has paid for or where not paid, the Consultant shall deliver to ALLO the Services that ALLO pays for within the time periods stated in the implementation plan;

(iii) cease use of ALLO IP and deliver ALLO's Confidential Information; and
(iv) refund to ALLO all sums paid in advance for the Services which have not been completed as at the Termination Date.

20.3 Notwithstanding Clause 20.2 and unless ALLO otherwise requires, during the time between service of a notice of termination of this Contract and such termination exercise taking effect, the Consultant shall take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which it may incur as a result of the termination.

20.4 The expiry or termination of this Contract shall not affect the rights and liabilities of the Parties which have accrued as at the Termination Date.

20.5 Notwithstanding anything contained in this Contract, any provisions of this Contract which, by their sense and context, are intended to survive performance by either or both Parties shall also survive the completion, expiry or early termination of this Contract.

21. TERMINATION ON CORRUPTION, UNLAWFUL OR ILLEGAL ACTIVITIES

21.1 The Consultant shall comply with all applicable anti-corruption laws, regulations and rules as well as ALLO's internal policies and requirements pertaining to corruption, unlawful activities and giving of gifts. Without prejudice to any other rights of ALLO, if the Consultant and/or its personnel is convicted by a court of law for corruption or unlawful or illegal activities in relation to this Contract or any other Contract that the Consultant may have with ALLO, ALLO shall be entitled to terminate this Contract at any time, by giving immediate written notice to that effect to the Consultant.

21.2 Upon such termination under Clause 21.1, the consequences specified in Clause 20.1 shall be applicable.

22. THE EFFECT ON LICENCE UPON TERMINATION (IF APPLICABLE).

22.1 Notwithstanding the termination of the Contract pursuant to this Contract, any license issued by the Consultant to ALLO under this Contract shall survive such termination. Provided that ALLO has made full payments on the license, ALLO shall have the right to use the system without any encumbrances and shall not constitute an infringement of any rights belonging to other Party. Any remaining term for such license shall continue to be in force in accordance with the term of the license at no extra cost to ALLO.

23. NON WAIVER

23.1 No failure or delay on the part of any party in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the other party under this Contract upon any default on the part of the other party shall impair any right, power, privilege or remedy or be construed as a waiver thereof or any acquiescence in such default; nor shall any action by any party in respect of any default or any acquiescence in any such default affect or impair any right.

24. SEVERABILITY

24.1 If any provision hereof is held to be illegal, invalid or unenforceable under the present or future laws of any applicable jurisdiction, such provision shall be fully several for that jurisdiction; and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised as part hereof. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intent of the parties hereunder.

25. ASSIGNMENT

25.1 The Consultant shall not be entitled to assign, transfer or novate all or any portion of its rights or obligations under this Contract without the prior written consent of ALLO.

26. COSTS

26.1 Each party shall bear and pay its own legal fees and expenses in respect of the preparation and finalization of this Contract. However, all stamp duties payable in relation thereto shall be borne by the Consultant.

27. NOTICES

27.1 Any notice, request, instruction, approval, consent, determination, correspondence or other document ("**Notices**") to be given hereunder by each party to the other shall be written in English and may be delivered personally, by electronic mail, courier, facsimile transmission or registered post to the other Party's address as set out in the Appendix to Conditions of Contract. All communications shall be deemed to have been duly served:

(i) in the case of personal delivery or delivery by courier, on the date which its receipt is confirmed or acknowledged in writing by the other Party;

(ii) if sent by electronic mail, at the date and time of sending, provided that no electronic delivery failure notification is received within twenty-four (24) hours of sending;

(iii) if sent by facsimile, on the day of dispatch with evidence of facsimile transmission; and

(iv) in the case of registered postal delivery, three (3) Business Days from the date of posting provided that the same shall have been properly posted.

27.2 Any Party may by notice in writing of at least seven (7) days to the other Party to change the particulars stated in the Appendix to Conditions of Contract and thereafter the new particulars shall be the effective address and/or number for service or delivery of any notice, demand for information or documents required or authorised by this Contract to be given in writing.

28. SUCCESSORS BOUND

28.1 Subject to any provision to the contrary, this Contract shall inure to the benefit of and be binding on the parties and their successors-in-title and permitted assigns.

29. INDEPENDENT CONSULTANT

29.1 The Consultant hereby acknowledges and agrees that it is appointed by ALLO to perform the obligations under this Contract as an independent Consultant at the fees and upon the terms and conditions of this Contract and pursuant thereto.

30. PROHIBITION ON ASSOCIATION AND CONFLICTING ACTIVITIES

30.1 The Consultant shall throughout the Contract and after the conclusion or termination of this Contract, limit its role to the provision of the Services and disqualify itself from the provision of future extension of the Services in any capacity under this Contract including bidding for any part of such extension except as ALLO may otherwise agree, provided that this Clause shall not apply to the Extension Period exercised by ALLO under Clause 7.2.

30.2 No Consultant's personnel assigned to this Contract shall engage directly or indirectly either in his name or through the Consultant in any other business or professional activities in Malaysia other than the performance of his duties or assignments under this Contract except as ALLO may otherwise agree.

31. PERSONAL DATA PROTECTION

31.1 Both Parties agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 ("**PDPA 2010**"), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the performance and obligations under this Contract.

31.2 The Consultant shall not transfer any personal data of a data subject to a place outside Malaysia without the prior written consent of ALLO, or the Consultant shall ensure that place in force any legislation that serves the same purposes or which is at least equivalent to the level of protection afforded by the Malaysian PDPA 2010.

31.3 The Consultant shall implement adequate technical and organisational security measures to protect the Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.

31.4 The Consultant shall have the obligation to securely dispose of all personal data whether in written, electronic or other form or media given by ALLO and shall certify in writing to ALLO that such personal data has been disposed of securely upon request by ALLO at any time during the term or upon termination of this Contract, if it is no longer required for

the purpose for which it was to be processed. For the avoidance of doubt, PDPA 2010 does not override other applicable laws in Malaysia that allow the retention of documents for a specified period, upon the expiry or termination of this Contract.

31.5 Upon default, the defaulting Party shall be liable for and shall indemnify (and keep indemnified) against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor-client basis) and demands incurred by the aggrieved Party which arise directly or in connection with the defaulting Party's processing of Personal Data pursuant to this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the PDPA 2010 by the defaulting Party or its employees, servants, agents or representatives.

31.6 For the purpose of information and notification, ALLO's Personal Data Protection Policy can be accessed at https://www.allo.my/personal-data-protection-policy-pdpa/.

32. TAXES

32.1 The Contract Price is inclusive of taxes. Unless Sales and or Services Taxes ("**SST**") exemption is obtained by the Consultant from the relevant authorities, the Consultant shall bear and pay its own taxes, imposts, royalties, charges, sales and/or services tax and duties on the goods and services as may be levied by the Government (state or federal) or regulatory bodies from time to time. For the purposes of this clause, SST Legislation shall mean the Service Tax Act 2018 and Sales Tax Act 2018 including its rules, regulations or guidelines issued by the relevant authorities in charge of such taxes.

33. ENTIRE AGREEMENT

33.1 This Contract including all schedules hereto constitutes the entire Contract between the Parties with respect to the matters contained herein, supersedes any and all previous Contracts and understandings between the Parties with respect to such matters and binds and ensures to the benefit of the Parties, their successors and assigns.

34. GOVERNING LAW

34.1 The Contract shall be governed by the Laws of Malaysia and no suit or other proceedings relating to this Contract shall be brought or filed in any court other than a court of competent jurisdiction in Malaysia, which shall have jurisdiction to hear and determine all suits or proceedings arising out of this Contract and the Parties hereby submit to the jurisdiction of the Malaysian courts for the purpose of any suits or proceedings.

35. TIME OF THE ESSENCE

35.1 Time wherever referred to in this Contract shall be of the essence.

36. FURTHER ASSURANCE

36.1 The Parties shall at all times and from time to time do all such further acts and execute all such further deeds, documents and instruments as may be necessary or desirable in order to give full effect to and carry out the terms and conditions of this Contract.

37. COUNTERPARTS

37.1 This Contract may be executed in counterparts by the Parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Contract, provided that this Contract will be of no force and effect until the counterparts are exchanged.

38. ANTI-BRIBERY AND INTEGRITY

38.1 Where provisions of this Contract are concerned, each Party agrees to:

(a) strictly comply with laws and regulations relating to anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("**MACCA**");

(b) strictly comply with ALLO's position on anti-bribery or corruption, including any guidelines on ethics or integrity as communicated by ALLO or made available on ALLO's official website;

(c) not engage in any action or omission which may violate laws and regulations relating to anti-corruption including but not limited to the MACCA throughout the term of this Contract;

(d) take all measures to prevent corrupt practices, unfair means and illegal activities at all times throughout the term of this Contract;

(e) immediately terminate this Contract by way of written notice when it was found that the other Party is convicted by a court of law for corrupt practices, unfair means and illegal activities;

(f) be entitled from the other Party to claim all losses, costs, damages and expenses (including any incidental costs and expenses) incurred arising from termination under Clause 38.1(e) above; and

(g) not be held liable against the other Party to any form of losses including loss of profit, damages, claims or other items whatsoever upon termination under Clause 38.1(e) above.

39. ELECTRONIC SIGNATURE

39.1 The Parties agree that the Contract and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on the Contract or such other documents shall be deemed to have the same legal effect as handwritten signatures.

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