

ATILZE TELEMATICS GENERAL TERMS AND CONDITONS

20191008

1. CUSTOMER AGREEMENT WITH ATILZE

- 1.1 This Atilze General Terms will be deemed an integral part for all purposes, apply to the relevant Atilze Product Schedule, and/or Service Schedule. When Customer purchase or subscribe to Atilze Product and Services, Customer will enter into a contract with Atilze specified in an Order Form.
- 1.2 All quotations submitted by Atilze shall be non-binding on its part. An Agreement shall be concluded and binding on the Parties thereto only if and when Atilze confirms in writing by counter-signing the Order Form, or Atilze performs such Order Form, whichever occurs first.
- 1.3 Atilze may use a contractor or subcontractor to perform its obligations under this Agreement.
- 1.4 In the event Atilze agrees to provide Atilze Product and Services for a trial run, Customer shall allow Atilze to dismantle and remove all the Product from its Vehicle, in its possession or in the possession third party, upon the expiry of the trial run and Customer does not wish to continue with the provision of Atilze Product and Services. Customer shall be responsible and liable for the Product in the event of any loss and/or damage.
- 1.5 Any term or condition in Customer's purchase order, communication or other documentation supplied by Customer which is different from, in addition to, or inconsistent with any term or condition specified herein is hereby objected to and rejected, and unless hereafter specifically accepted in writing by a duly authorized our representative with power to bind Atilze, such term or condition will not be binding on or effective against Atilze.
- 1.6 Atilze Property is provided on an 'as is' basis without any warranty of any kind and our liability to Customer in connection with the access and/or use of Atilze Property is very limited. It is, therefore, important that Customer read the applicable terms and conditions carefully. By actually executing an Order Form, Customer understands and agrees that Atilze will treat that Customer is agreeing to be bound by the Agreement in its entirety from that point onwards.

2. DEFINITIONS AND INTERPRETATIONS**2.1 Definitions**

Unless the context otherwise requires, the following words and expressions shall have the following meanings: -

"Accessory"

means adapter, CAN sensor, fuel level sensor, temperature sensor, panic button, and/or any other accessory used together with the Devices.

“Affiliate”	means any person or entity controlling, controlled by, or under common control of Atilze. “Control” means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of Atilze.
“Agreement”	collectively means this Atilze General Terms, an Order Form, Atilze Product Purchase Schedule, Atilze Product Rental Schedule, Atilze Fleet Service Schedule, Limited Warranty on Devices Schedule, and any other schedules, forms, annexure, appendices, exhibits, incorporated by reference to this Agreement, and includes supplemental and/or substitution.
“Appropriate Authority”	means (i) the federal government of Malaysia, (ii) any state government, or local government, (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (iv) the relevant authority in a foreign country, if applicable.
“Atilze”	means Atilze Digital Sdn Bhd (1107060-M) having a business address at B-23A-3A, The Ascent Paradigm, No.1, Jalan SS7/26A, Kelana Jaya 47301 Petaling Jaya, Selangor.
“Atilze Fleet Service”	means services designed to enable Customer to monitor, and control its Vehicle, including but not limited to, connectivity services, driver scoreboard, GPS tracking, maintenance tracking, vehicle diagnostic, and/or any ancillary services, terms of which are set out in Atilze Fleet Service Schedule.
“Atilze General Terms”	means these Atilze Telematics General Terms and Conditions.
“Atilze Platform”	means the IT systems that run Atilze Fleet Service.
“Atilze Product and Services”	collectively means any product, and/or services provide by Atilze to Customer and it includes but not limited, to Product and Atilze Fleet Service.
“Atilze Property”	collectively means Atilze Platform, Website, and Atilze Product and Services.
“Claim”	means any suit, claim, action, proceeding or investigation.
“Customer”	means a customer stated in the Order Form.
“Commencement Date”	means the date set out in the Installation Certificate.
“Communication Services”	means communication services for the remote transmission of data and where the context so permits, it includes international roaming services.

“Confidential Information”	means (i) all information and documentation that is considered confidential or proprietary at the time of disclosure, and (ii) all information and documentation that falls within any of the following categories: information regarding Customer, Personal Data; financial information (except as may have been publicly disclosed pursuant to regulatory requirements); Devices pricing information; and all other information disclosed by either Party, which could be reasonably considered confidential to the extent such Party treats such information as confidential or proprietary.
“Devices”	means the device purchased or rented from Atilze directly, as listed in an Order Form.
“Disclosing Party”	means the Party disclosing Confidential Information.
“Effective Date”	means the application date set out in the Order Form.
“Encumbrance”	means any mortgage, pledge, hypothecation, lien or other security interest which has the same or a similar effect to the granting of security.
“Force Majeure”	means any cause beyond the reasonable control of Atilze, which affects the performance of the Agreement, including but not limited to prolonged break-down of transport, telecommunication or electric current, Communication Services provided by third party service provider, late and/or stagnation of deliveries by Atilze’s suppliers, incomplete deliveries by Atilze’s suppliers, failure to obtain the Product, and/or third party services required for the proper fulfilment of the Agreement by Atilze caused by circumstances that cannot in fairness be attributed to Atilze.
“Insolvency Event”	occurs with respect to a Party if: <ul style="list-style-type: none"> (a) a winding up order has been made against that Party provided the order has not been stayed and the order remains or will remain in effect for a continuous period of ninety (90) days; (b) an order is made or an effective resolution is passed, for the reconstruction and amalgamation of that Party or any other similar action or proceeding under any other law and the order or resolution remains or will remain in effect for a continuous period of sixty (60) days; or (c) a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or similar official is appointed over all or substantially all of the property and assets of such Party and such appointment is not withdrawn, revoked or annulled within a period of sixty (60) days from the date of such appointment; or (d) a holder of an Encumbrance takes possession of all or substantially all of the property and assets of such Party

and such action is not withdrawn, invalidated or reversed within a period of ninety (90) days from the date of such appointment.

“Installation Certificate”	means the certificate issued by our installer certifying that the Product has been successfully installed in Customer’s Vehicle and Atilze Fleet Service has commenced or deemed commenced.
“Intellectual Property Rights”	means all inventions, patents, registered designs, design rights, data base rights, copyrights, know-how, trademarks, trade secrets and any other intellectual property rights, and the applications for any of the same and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.
“Law”	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Losses”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
“Minimum Contract Period”	means minimum period Customer must subscribed for any of Atilze Product and Services, as set out in the Order Form.
“Non-Fixed Length”	means an agreement that does not have a minimum subscription term.
“Order Form”	means the order form pursuant to which Atilze will supply and Customer will purchase, rent and/or subscribe any of Atilze Product and Services, in accordance with the Agreement.
“Party”	means either Atilze or Customer.
“Parties”	collectively means Atilze and Customer.
“Personal Data”	shall have the same meaning as ascribed in Personal Data Protection Act 2010 and includes its subsidiary legislations, standards and codes of practice.
“Product”	collectively means Devices and Accessory.
“Product Schedule”	means the schedule containing product specific terms as indicated in the Order Form, and it includes but not limited to

	Atilze Product Purchase Schedule, and/or Atilze Product Rental Schedule.
“Receiving Party”	means the Party receiving Confidential Information.
“Renewal Term”	means the subsequent period upon the expiry of the Minimum Contract Period or expiry of Non-Fixed Length Term.
“Service Schedule”	means the schedule containing service specific terms as indicated in the Order Form, and it includes but not limited to Atilze Fleet Service.
“SIM Card”	means the card into which a microprocessor (SIM) or of compact format (Micro SIM) which is programmed to provide Atilze Fleet Service.
“SIM Number”	means the mobile prefix and the unique eight (8) digit number that is assigned to us by the Appropriate Authority which we then licence to Customer for Customer’s use of the Atilze Fleet Service.
“Territory”	means Malaysia.
“Term”	means the total term, including the Minimum Contract Period or Non-Fixed Length, and/or where the context so permits shall include the Renewal Term.
“User Data”	means any data collected by Atilze Platform, such as but not limited to speed, geolocation, maintenance history and status, equipment performance, inspection data, diagnostic data, activity logs, hours of operation data, usernames, Personal Data, and any other data provided to Customer through Atilze Fleet Service.
“Vehicle”	means the vehicle list provided by Customer and authorised by Atilze to install the Product and/or use Atilze Fleet Service.
“Website”	means the website owned and/or managed by Atilze (as amended from time to time) currently accessible at www.atilze.com , excluding any external website to which the website points by way of hyperlink or otherwise.

2.2 Interpretations.

Unless there is something in the subject or context, the following words are given the following interpretations: -

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;

- (c) this Agreement shall be construed as a reference to it or them as varied, supplemented or novated from time to time;
- (d) titles and headings of the Agreement are merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Agreement; and
- (e) just because we are responsible for the preparation of the Agreement, or any part of it, the rule of construction shall not apply to our disadvantage.

3. ATILZE RIGHTS TO MAKE CHANGES

- 3.1 Atilze can change any terms and conditions in the Website, at any time, without notice. As such, Customer should look at the relevant Agreement applicable to Customer regularly. When changes are made, it will be effective immediately and retrospectively on the Effective Date, upon posting on the Website. Customer understands and agrees that if Customer continues to subscribe to Atilze Product and Services, and/or maintain an account with Atilze after the date on which such terms and conditions have changed, Atilze shall treat that Customer has accepted those changes.
- 3.2 Unless the language in such document unequivocally and expressly allowed in the Agreement, Customer cannot unilaterally make any changes to the Agreement without first obtaining Atilze's prior written consent.

4. SCOPE AND TERM

- 4.1 Term of this General Terms.
The term of this General Terms shall commence on the Effective Date and remain valid until terminated in accordance with this Agreement.
- 4.2 Term of a Product Schedule and/or Service Schedule
A Product Schedule and/or a Service Schedule created under this General Terms shall be subject to the following: -
 - (a) Term. The Term for each Product Schedule and/or Service Schedule shall commence on the Effective Date.
 - (b) Minimum Contract Period. If Minimum Contract Period applies, it will be set out in such Product Schedule and/or Service Schedule.
 - (c) Non-Fixed Length. If Non-Fixed Length applies, it will be set out in such Product Schedule and/or Service Schedule.
 - (d) Renewal Term. If Renewal Term applies, it will be set out in such Product Schedule and/or Service Schedule.
 - (e) No Premature Termination. The Customer hereby agrees that it shall not terminate this General Terms, Product Schedule, and/or Service Schedule during subsistence of any

Minimum Contract Period, save and except in accordance with the terms of the terms of this Agreement.

- 4.3 Prioritization of Documents. The following shall apply in the event of inconsistencies and/or conflicts:
- (a) If between the terms of this General Terms and the terms under a Product Schedule or a Service Schedule, the terms of the applicable Product Schedule or a Service Schedule shall prevail with respect to that Atilze Product and Services to the extent of such conflict or inconsistency.

5. PRICES, PAYMENT AND DEFAULT

- 5.1 All prices under the Agreement is in Malaysian Ringgit. All charges, fees and rates to be paid by Customer is set out in an Order Form and the payment term will be in accordance with a Product Schedule and/or a Service Schedule.
- 5.2 Unless expressly stated otherwise in an Order Form or a Product Schedule or a Service Schedule, Customer is required to pay the relevant charges within fourteen (14) days from the date of receipt of the invoice.
- 5.3 All sums payable under the Agreement is exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is your obligation) and if there is a requirement to deduct from any payment under the Agreement any value added or withholding taxes, service taxes or imposts, duties or charges, then Customer must pay to Atilze such additional sum so as to enable Atilze to receive in full the payment that would otherwise have been payable by Customer to Atilze.
- 5.4 The charges, fees and rates may be adjusted by Atilze provided that Atilze has given Customer at least one (1) month prior notice.
- 5.5 Atilze is entitled to charge and Customer must pay Atilze late payment charges at the rate of 8.0% per annum (before and after judgment) on all overdue charges calculated on a daily basis, calculated from the day following the due date thereof to the date of actual payment of the full outstanding amount including accrued interest.
- 5.6 Any deduction, set-off or counterclaim is not allowed, save and except in accordance with Clause 6 where there is a dispute of amount and there is a finding by Atilze that there is manifest error in the billing.

6. DISPUTE ON INVOICE

- 6.1 If Customer has a dispute on an invoice, Customer must give Atilze a notice within seven (7) days from the date of the invoice specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and any written records or documentary evidence supporting the dispute.
- 6.2 Customer irrevocably agrees that in the event Customer fails to give Atilze any notice in writing disputing the bill within seven (7) days from the date of the invoice, then Customer is deemed to have accepted the entries specified in the invoice as correct and accurate and such invoice shall be binding

and conclusive evidence against Customer of the correctness and accuracy of the entries specified in the invoice and the amount due and owing by Customer to Atilze in a court of law, save for any manifest error.

- 6.3 Upon receipt of the written notice, Atilze will use its reasonable endeavour to resolve the dispute. Atilze may, as and when Atilze deems fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on Customer and shall not be questioned by Customer on any account.
- 6.4 If Atilze finds that Customer is required to pay the disputed charges, Customer must pay the disputed charges within seven (7) days from the date of Atilze findings. If Atilze findings show that Customer is not required to pay such disputed charges, Atilze will provide a credit note, or provide a refund once the complaint has been investigated and resolved.
- 6.5 Notwithstanding that Customer is not required to pay the amount in dispute pending resolution of dispute, Customer must still pay such portion of the invoice that is not in dispute.

7. REPRESENTATIONS AND WARRANTIES

7.1 Both Parties warrant and represent that: -

- (a) it has the full power and authority to enter into and to perform this Agreement; and
- (b) the performance of the obligations and duties of this Agreement will not violate any agreement to which the Customer is a party or by which it is otherwise bound.

7.2 Customer further represents, warrants, undertakes and covenants as follow: -

- (a) all information required by and furnished by Customer in connection with or for the purpose of this Agreement are correct and accurate in every material aspect and are not false, misleading, deceptive, and/or unlawful and nothing herein shall imply any obligation on our part to verify the accuracy and authenticity of such information;
- (b) not to use or permit the use of Atilze Product and Services for any fraudulent, unlawful, illegal, or improper purpose in breach of any Law;
- (c) not to attempt to gain unauthorized access to Atilze Platform, Personal Data, software, computer systems or networks connected to the network in the provision of Atilze Fleet Service, through hacking, password mining or any other means;
- (d) to be solely responsible for all User Data, information retrieved, stored and/or transmitted by Customer through the use of Atilze Fleet Service; and
- (e) not to do anything that will void the Customer's Vehicle warranty.

8. FORCE MAJEURE

- 8.1 Atilze shall not be liable to Customer for any delay, failure, suspension or interference in supplying Atilze Product and Services caused by a Force Majeure event. Upon the happening of any of the Force Majeure event, Atilze's obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.
- 8.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in supply of Atilze Product and Services being interrupted, Atilze may at any time, notwithstanding anything in

these terms contained, forthwith terminate the applicable Product Schedule, the applicable Service Schedule, and/or this Agreement In such circumstances, unless Atilze expressly tell Customer otherwise, Customer shall not be excused from paying all charges under any of the Agreement as at the time of such Force Majeure event.

9. PERSONAL DATA AND LICENCE TO USE USER DATA

9.1 If Customer is a sole proprietor or an individual forming part of a partnership, Atilze will collect and process Customer's Personal Data in accordance with Atilze's Privacy Policy.

9.2 User's Personal Data.

(a) If Customer provides us with any Personal Data of its personnel, directors, employees, and/or contractors, Customer warrants that it has obtained consent of such person to disclose the Personal Data to Atilze.

(b) Both Parties acknowledge their respective duties under the PDPA, and hereby undertake to comply with their obligations and duties under the PDPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under the PDPA which may be applicable to the Agreement.

9.3 Customer shall retain ownership of all right, title and interest in and to User Data. Customer hereby grants Atilze a worldwide, royalty-free, fully paid, transferable, assignable, sub-licensable (through multiple tiers), perpetual licence to collect, analyse, use, and otherwise exercise control over any and all User Data, including the right to use the User Data in accordance with Atilze's Privacy Policy. Atilze does not have any obligation under this Agreement to provide Customer with any data collected except through Atilze Platform.

10. ANTI-BRIBERY AND ANTI-CORRUPTION

10.1 Each Party represents and warrants that it shall neither take nor refrain from taking any action that could result in liability for the other Party under any anti-bribery or anti-corruption laws, without limitation, Malaysian Anti-Corruption Commission 2009, plus any other anti-bribery or anti-corruption law or treaty applicable to either Party. Each Party has and shall maintain in place throughout the Term policies and procedures to confirm compliance with the applicable Laws relating to anti-bribery and anti-corruption laws.

10.2 Each Party shall promptly report to the other Party any request received by such Party for any undue financial or other advantage of any kind in connection with the performance of this Agreement. Neither Party shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable Law in connection with this Agreement.

11. INTELLECTUAL PROPERTY

11.1 Customer acknowledges that Atilze Product and Services may contain trade secrets, proprietary technologies, and other confidential know-how (the "Intellectual Property") that belong solely to Atilze or its licensor. Customer does not own and shall not acquire any rights in the Intellectual Property. Where any part of Atilze Product and Services include provision of third party services and/or software, Customer acknowledges and agrees that the use of such third party services and/or software is subject to such third party terms and conditions and Customer shall ensure it complies strictly with the terms and conditions of the third party and does not erode our rights in any circumstances.

12. CONFIDENTIAL INFORMATION

12.1 Receiving Party acknowledges that it will have access to certain Confidential Information of the Disclosing Party. Receiving Party agrees that it shall not use in any way, for its own account or the account of third party, except as expressly permitted by the Agreement, nor disclose to any third party (except as required by Law or Receiving Party's solicitors, accountant and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information and will take reasonable precautions to protect and safeguard the confidentiality of such information from disclosure to others, using the same degree of care used to protect its own Confidential Information.

12.2 Exception. Information will not be deemed Confidential Information hereunder if such information: -

- (a) is already in the public domain or becomes so through no fault of the Receiving Party;
- (b) is independently developed by Receiving Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the Disclosing Party;
- (c) is or was lawfully received by Receiving Party from a third party, other than one who obtained the information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party; or
- (d) is disclosed pursuant to Law provided that the Receiving Party promptly notifies the Disclosing Party of such requirement and reasonable opportunity is allowed by the Receiving Party to the Disclosing Party to file for or obtain a protective order or otherwise proceed to protect, under any applicable Law, the interest of the Disclosing Party.

12.3 Remedies. Notwithstanding anything to the contrary in the Agreement, in the event any intentional breach of this Clause, the non-breaching party will be entitled to any remedies available at law and/or in equity.

13. INDEMNITIES AND LIMITATION OF LIABILITIES

13.1 Each Party undertakes to indemnify the other Party and keeps the other Party at all times fully indemnified from and against all Claim and Losses, however arising, as a result of: -

- (a) any breach of or non-performance of either Party's undertakings, representations and warranties or obligations under the Agreement;
- (b) infringement of either Party's Intellectual Property or third-party intellectual property rights;
- (c) breach of Confidential Information; and/or
- (d) breach of the Law.

13.2 Atilze shall not be liable to Customer for any Claim, and/or Losses, arising out of the following: -

- (a) suspension of Atilze Product and Services;
- (b) any cessation (permanently or temporarily) in providing any Atilze Product and Services (or any features within the services);
- (c) any inability to use Atilze Product and Services, or any part thereof
- (d) the deletion of, corruption of, or failure to store any User Data;
- (e) loss of User Data;
- (f) any delay or failure to carry out any obligations under the Agreement if and to the extent that such failure is due to circumstances beyond the control of Atilze;
- (g) compliance with Law, Appropriate Authority, or non-compliance which may affect the supply of Atilze Product and Services, or any part thereof;
- (h) for any loss, injury and/or damage to any movable and/or immovable property, howsoever arising;
- (i) for any personal injury to and/or death of any person, howsoever arising; and/or
- (j) an event of Force Majeure.

13.3 Unless caused directly by, and solely from the use of Atilze Product and Services, Atilze, personnel, agent, and/or contractor, Atilze shall not be liable to Customer for any loss, and/or damage to Customer's Vehicle, howsoever arising.

13.4 Neither Party shall be liable to the other Party for any loss of revenue, contracts, customers, goodwill or anticipated savings or profits, wasted expenditure, or any indirect consequential, incidental, special, punitive or exemplary losses and/or damages whatsoever suffered incurred and/or sustained by either Party due to the breach of the Agreement, any expiration or termination of the Agreement (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question), whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages.

13.5 In the event Atilze is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, Customer agree that Atilze's total aggregate liability to Customer shall not exceed an amount equal to total amount paid by Customer to Atilze in the last three (3) months preceding the date giving rise to the claim occurred, or Ringgit Malaysia Five Thousand (RM5,000.00) only, whichever lower. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13.6 In the event we institute legal action against Customer, Customer shall be liable to indemnify and pay all legal costs and disbursements on a solicitor and client basis. Customer hereby agrees that any dispute in relation to the quality of Atilze Product and Services shall not be used as a ground or basis for the delay or non-payment of the outstanding charges and/or other monies payable pursuant hereto.

14. CONCLUSIVE EVIDENCE

14.1 Any admission or acknowledgement in writing by Customer or any person authorised by Customer of the amount of indebtedness to Atilze and any judgment recovered by Atilze against Customer of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

14.2 Customer expressly and irrevocably agrees that a certificate of indebtedness issued by Atilze's officer shall be conclusive and binding evidence as to the amount for the time being due and owing by Customer to Atilze and it shall be conclusive evidence against Customer in any legal proceedings.

15. TERMINATION OF THIS GENERAL TERMS

15.1 Termination of this General Terms.

This General Terms may only be terminated by a Party if: -

- (a) the Parties mutually agree in writing to terminate this General Terms; or
- (b) either Party delivers a notice of termination upon the occurrence of an Insolvency Event with respect to the other Party; or
- (c) either Party has any reason to believe that the other Party or any one employed by the other Party or acting on its behalf whether with or without the other Party's knowledge engages in corrupt practice(s) in connection with this Agreement; or
- (d) there are no subsisting Product Schedule and/ or Service Schedule still in operation.

15.2 Effect of Termination

Termination of this General Terms will be subject to the following: -

- (a) any sum due and payable by Customer to Atilze in accordance with this Agreement up to the date of termination shall be paid by Customer to Atilze within fourteen (14) days from the date of such notice of termination;
- (b) both Parties shall cooperate in the orderly termination of their relationship under this Agreement;
- (c) the Customer shall permit Atilze to dismantle and remove all of Product owned by Atilze from Customer's Vehicle, in possession of Customer and/or a third party;
- (d) termination of the Agreement shall not act as a waiver of any liabilities or obligations by either Party which have accrued at or prior to the date of termination; and
- (e) Clauses 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and clauses which by their nature would survive the termination of this General Terms shall so survive.

16. TERMINATION OF A PRODUCT SCHEDULE AND/OR A SERVICE SCHEDULE

16.1 Termination by Atilze without Cause

Notwithstanding anything to the contrary in this General Terms and despite the Minimum Contract Period, Atilze shall be entitled to terminate the applicable Product Schedule and/or Service Schedule, at any time, after the Effective Date, by giving Customer sixty (60) days notice, without being liable to pay the liquidated damages for premature termination.

16.2 Termination by Atilze with Cause

Notwithstanding anything to the contrary in this General Terms and despite the Minimum Contract Period, Atilze shall be entitled to terminate the applicable Product Schedule and/or Service Schedule, at any time, after the Effective Date: -

- (a) upon a breach by Customer of the terms of this General Terms, or the applicable Product Schedule and/or Service Schedule, which breach shall not have been remedied by Customer within fourteen (14) days after receiving notice from Atilze requiring Customer to remedy such material breach where such breach is capable of remedy;
- (b) immediately upon written notice to Customer in the event Customer fails to comply with any applicable Law;
- (c) subject to compliance with its covenant to provide due notification, immediately upon written notice to Customer upon an event of Force Majeure that has caused or is reasonably expected

- to cause Atilze to be excused from performance of the affected obligations under a Product Schedule and/or Service Schedule for more than sixty (60) days; or
- (d) upon written notice on the occurrence of an Insolvency Event with respect to the Customer.

16.3 Termination by Customer with Cause

Save and except as expressly provided in the applicable Product Schedule or Service Schedule, Customer shall only be entitled to terminate the applicable Product Schedule and/or Service Schedule, at any time, after the Effective Date: -

- (a) upon a breach by Atilze of the terms of this General Terms, or the applicable Product Schedule or Service Schedule, which breach shall not have been remedied by Atilze within twenty-one (21) days after receiving notice from Customer requiring Atilze to remedy such material breach where such breach is capable of remedy;
- (b) immediately upon written notice to Atilze in the event Atilze fails to comply with any applicable Law;
- (c) subject to compliance with its covenant to provide due notification, immediately upon written notice to Atilze upon an event of Force Majeure that has caused or is reasonably expected to cause Atilze to be excused from performance of the affected obligations under a Product Schedule and/or Service Schedule for more than sixty (60) days; or
- (d) upon written notice on the occurrence of an Insolvency Event with respect to Atilze.

16.4 Effect of Termination of a Product Schedule or Service Schedule

Upon termination of a Product Schedule or Service Schedule, the Parties shall be released from all duties, obligations, liabilities and responsibilities under the relevant Product Schedule or Service Schedule, except for any liabilities or obligations by either Party which have accrued at or prior to the date of termination.

17. DISPUTE RESOLUTION

17.1 A Party which claims that a dispute or difference has arisen under, or relating to this Agreement, must give notice to the other Party as soon as practicable after the occurrence of the dispute or difference which is the subject of such dispute and, in such notice, such Party shall provide particulars of the circumstances and nature of such dispute and of its claim(s) in relation to such dispute, and shall designate its Chief Executive Officer or equivalent senior executive or its authorized officer as its representative for negotiations relating to such dispute, whereby such person shall have the authority to settle the dispute. The other Party shall promptly give notice to the first Party specifying their respective positions in relation to the dispute and designating as their representative in negotiations relating to the dispute, persons with similar authority. The designated representatives of each Party shall use all reasonable endeavours to settle the dispute within thirty (30) days of the notice of dispute issued by the first Party.

17.2 Any dispute arising out of or in connection with this Agreement, in respect of which an amicable settlement has not been reached in accordance with this Clause, both Parties hereby agree to resort to dispute resolution in accordance with Clause 18.9

18. GENERAL PROVISIONS

18.1 Notices.

Any notice, demand or other communication shall be served by either Party upon the other Party either by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address of the other Party as set out in this Agreement or to other Party's last known address in either Party's record.

Notices, demand or other communication shall be deemed effective: -

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid ordinary post or by registered post, three (3) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

A copy of the notice and/or demand shall be copied to our Legal Department at the following address:

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Head of Legal
B-23A-3, The Ascent Paradigm,
No. 1, Jalan SS 7/26A
47301 Petaling Jaya
Selangor Darul Ehsan

Customer agrees that in the event that any action is begun in the courts in Malaysia in respect of this Agreement, the legal process and other documents may be served by posting the documents to the Customer by registered post (not being AR Registered Post) at the address set out in the Order Form or to the Customer's last known address in Atilze's records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

18.2 Relationship of Parties.

Customer and Atilze are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Customer and Atilze. Neither Customer nor Atilze have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent, except as otherwise expressly provided herein.

18.3 Publicity.

Customer shall not, without our prior written consent (which shall not be unreasonably withheld), publicly announce or otherwise disclose, the existence or the terms of this Agreement, or release any publicity regarding this Agreement.

18.4 No waiver.

No failure or neglect of either Party in any instance to exercise its right, power, privilege hereunder or under law shall constitute a waiver of any right arising from, pursuant or under this Agreement. All waiver by either Party must be in writing signed by the authorised person, in our case, by the officer with highest authority in the organisation.

18.5 Assignment.

Atilze may assign, novate, or transfer this Agreement without the prior written consent of Customer. Customer shall not assign, novate or transfer this Agreement to any third party. This Agreement shall inure to the benefit of the permitted assigns and successors of Customer and Atilze.

- 18.6 Severability.
In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.
- 18.7 Time.
Time, wherever mentioned herein, shall be of the essence of this Agreement.
- 18.8 Entire Agreement.
This Agreement including its appendices, exhibits and schedules sets out the entire agreement between the Parties and supersedes any prior arrangements or agreements whether oral or written between the Parties relating thereto.
- 18.9 Governing Law.
This Agreement is made under and shall be governed by and construed in accordance with the laws of Malaysia without regard to principles of conflicts of law and the Partner hereby irrevocably agrees to (a) submit to the exclusive jurisdiction of the Malaysian Courts and (b) waive any objections on the ground of venue or forum non-convenience or any similar grounds.
- 18.10 Transmission of Original Signatures and Executing Multiple Counterparts.
Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.
- 18.11 Language
If the Agreement is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreement, the English version shall prevail.

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