General Terms and Conditions for Procurement of Services

1. Definitions

1.1 "**Acknowledgement of Order**" means the Supplier's written confirmation of HLMG Co's purchase order under Clause 2.1.

1.2 "**Agreement**" means the purchase order issued by HLMG Co and/or other documents issued or signed by HLMG Co, the Terms and Conditions, and the Acknowledgement of Order or Deemed Acknowledgement of Order specifying the terms and conditions governing the supply of the Services by the Supplier to HLMG Co.

1.3 "**Confidential Information**" means all information provided by HLMG Co to Supplier as well as any advice, data and information including but not limited to the Results developed by Supplier under the Agreement.

1.4 "**Deemed Acknowledgement of Order**" means the confirmation of HLMG Co's purchase order deemed to be given by Supplier under Clause 2.1.

1.5 "**HLMG Co**" means a member of the HLMG Group entering into the Agreement with Supplier.

1.6 "**HLMG Group**" means Hong Leong Manufacturing Group Sdn Bhd [Registration No. 200601027384 (747140-U)], Hong Leong Industries Berhad [Registration No. 196401000167 (5486-P)], Hume Cement Industries Berhad [Registration No. 198001008443 (62227-X)], Malaysia Pacific Industries Berhad [Registration No. 196201000323 (4817-U)], HL Yamaha Motor Research Centre Sdn Bhd [Registration No. 199201013829 (245332-P)], and their respective subsidiaries, whether direct or indirect.

1.7 "**Incoterms**" means the latest version of the international commercial terms published by the International Chamber of Commerce in force as at the date the Agreement is formed.

1.8 "**Intellectual Property Right**" means any and all rights in patents, patent applications, copyrights, copyright registrations, design, know-how, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

1.9 "**Results**" means all results (regardless of their form) achieved in the course of and/or in connection with Supplier's Services including all Intellectual Property Rights and copyrights.

1.10 "**Services**" means any supplies or services of any nature provided and/or to be provided by Supplier under the Agreement.

1.11 "**Supplier**" means any person or corporation who provide the Services and/or goods to HLMG Co.

1.12 "**Terms and Conditions**" means these General Terms and Conditions for Procurement of Services, which may be amended, varied and updated by HLMG Group from time to time.

2. Acknowledgement of Order

2.1 Supplier shall either reject or confirm in writing ("Acknowledgement of Order") a purchase order of HLMG Co within 5 (five) working days upon receipt of such purchase order. If HLMG Co receives from Supplier neither a confirmation nor a rejection within the time period set forth above, the purchase order shall be deemed to be confirmed by Supplier ("Deemed Acknowledgment of Order"). HLMG Co shall be entitled to cancel the purchase order within 5 (five) working days upon receipt of the purchase order by Supplier if Supplier fails to confirm or reject the purchase order within said time period. All purchase orders shall be subject to the Terms and Conditions. The Agreement constitutes the final agreement between the parties, and both parties agree to be bound by and comply with the Terms and Conditions.

2.2 The Terms and Conditions shall apply exclusively and override any terms and conditions stated in the purchase order and the Acknowledgement of Order. Any inconsistent, diverging or additional conditions of Supplier shall not apply even if they are incorporated in its Acknowledgement of Order or other documents whether issued before or after the purchase orders and HLMG Co does not need to expressly object to the inconsistent, divergent or additional conditions of Supplier and Supplier shall execute the order pursuant to the Agreement without reservation. HLMG Co's silence signifies its rejection of the inconsistent, divergent or additional conditions of Supplier. For the avoidance of doubt, the acceptance of the Services or the making of payments shall not imply acceptance of any such conditions.

2.3 HLMG Co is entitled to accept offers issued by Supplier within 3 (three) weeks from their receipt, unless Supplier specifies a longer time period for its offer.

3. Scope and Nature of Services

3.1 The Services to be provided, their nature and their requirements to be met shall be described in the Agreement.

i. Unless agreed otherwise in the Agreement, Supplier bears the risk that the Services meet all the requirements set forth in the Agreement and require acceptance by HLMG Co.

ii. The Services to be performed by Supplier shall be deemed to include all works and services necessary for the supply, delivery, execution and performance of the Services as a whole such that each and every part thereof will be adequate, accurate, sufficient and will meet in all respects the requirements of the Agreement in relation thereto notwithstanding that such work or services have not been stated or mentioned in any of the documents forming the Agreement but can reasonably be expected to be performed by Supplier.

3.2 Supplier, its employees and any subcontractors as per Section 3.4, is an independent contractor. Nothing contained in the Agreement shall be deemed to create a relationship between HLMG Co and Supplier of employer and employee, of principal and agent or of a partnership. Further, Supplier is not authorized to and shall not at any time attempt to act, or act on behalf of HLMG Co and to bind HLMG Co in any manner whatsoever to any obligation whatsoever.

3.3 The Services shall be performed in a workmanlike and professional manner by Supplier having a level of skill in the area commensurate with the requirements of the Services to be performed and the applicable professional standards currently recognized by such profession. Supplier shall furthermore employ state of the art science and technology. While performing the Services, Supplier shall observe HLMG Co's service-related instructions, particularly those concerning the protection of Confidential Information, personal data or relating to site- or IT-security.

3.4 Supplier shall perform the Services with due care, skill and diligence, and ensure that the Services conform to the specifications and HLMG Co's requirements as set out in the Agreement, are fit and sufficient for their intended purpose, and comply with the performance targets set out in the Agreement, if any.

3.5 Supplier shall not transfer the performance of the contractual obligations to freelance subcontractors or to other third parties without prior written consent from HLMG Co. Any such consent shall not relieve Supplier of its obligations under the Agreement, and Supplier shall remain fully responsible and liable for the acts, omissions, defaults and performance of its subcontractors as if they were the Supplier's own. Supplier shall provide at its cost and be responsible for securing any labour permits or licenses required by applicable law for performing the Services.

4. Duties of HLMG Co

4.1 Upon Supplier's request, HLMG Co will provide Supplier with the information necessary to render the Services.

4.2 Apart from the provision of information as described in Section 4.1, any items not explicitly specified in the Agreement as an HLMG Co provided item, shall be regarded as an item to be provided by Supplier. Therefore, HLMG Co will provide items such as test data, documentation, computing time, software or hardware facilities only if and to the extent explicitly specified in the Agreement.

4.3 Any item identified in the Agreement as an HLMG Co provided item shall be deemed to be 'as is' without any warranty and Supplier shall not rely on it. However, a reasonable time extension shall be granted to Supplier, if Supplier's delay is attributable solely to the HLMG Co provided item. HLMG Co reserves the ownership to any HLMG Co provided item. All HLMG Co provided items are to be returned to HLMG Co upon HLMG Co's request or upon completion or termination of the applicable Services, unless otherwise specified in the Agreement.

5. Rules of Cooperation

5.1 For each Services, Supplier shall nominate in writing a representative who is well experienced to give information and support for the performance of the Services and who shall be in the position to take related decisions or to introduce them.

5.2 HLMG Co shall provide Supplier's named representative with all information and instructions necessary to perform the Services. Should Supplier require additional information, Supplier shall inform HLMG Co immediately.

5.3 Supplier shall at HLMG Co's request and at any time:

i. report to HLMG Co the computing resources used;
ii. give HLMG Co the opportunity to inspect all organizational and technical security measures concerning personal data, should the Agreement relate to such data;
iii. report to HLMG Co in writing to a reasonable extent on the current status of the Services to be rendered;
iv. allow HLMG Co to review all records concerning Services already rendered as well as Services to be rendered;
v. provide HLMG Co with the opportunity of meeting Supplier's employees working on the Agreement for an exchange of information and experience.

6. Dates, Timelines and Liquidated Damages

6.1 Supplier shall perform all Services in accordance with the dates and time limits set forth in the Agreement. Supplier shall inform HLMG Co without delay in writing if Supplier anticipates or becomes aware of any failure to meet any date or timeline.

6.2 Supplier acknowledges that time is of the essence and, therefore,

i. HLMG Co may at any time request Supplier to assign without additional charge such additional resources as necessary to come in line again with the agreed dates and timelines;
vi. the following liquidated damages for each failure of Supplier to meet a date or timeline shall apply, unless otherwise agreed in the Agreement. Except for delays caused solely by HLMG Co, Supplier shall be subject to liquidated damages in the amount of 1% (one percent) of the value of the associated Agreement for each week of the delay of any date or timeline. Total liquidated damages shall not exceed a maximum amount of 10% (ten percent) of the value of the associated Agreement.

7. Rights to the Results

7.1 The Results shall become the sole property of HLMG Co at the moment the Results are created. Supplier transfers and assigns to HLMG Co and HLMG Co accepts all right, title and interest in and to the Results. If and to the extent the Results are protected by copyright and if for legal reasons HLMG Co cannot become the owner of such copyright, Supplier grants to HLMG Co and HLMG Co accepts a worldwide, exclusive, transferable, unrestricted and timely unlimited right of use (including the right to sublicense) for all known types of use. If and to the extent the Results make use of pre-existing Intellectual Property Rights (including copyrights) of Supplier, its subcontractors and/or any other third party participating in performing the Services as per Section 3.4, Supplier grants to HLMG Co and HLMG Co accepts a worldwide, non-exclusive, transferable, timely unlimited right of use (including the right to sublicense) with respect to such Intellectual Property Rights as part of and/or in connection with the Results.

7.2 The Results shall be delivered by Supplier upon request of HLMG Co or upon completion or termination of Services. Supplier shall safeguard HLMG Co's ownership and/or license rights in the Results as per Section 7.1towards its employees, subcontractors and/or any other third party participating in performing the Services as per Section 3.4.

8. Confidentiality, Site-Security, Data Protection and IT-Security

8.1 Supplier shall not disclose the Confidential Information to a third party or publish without the prior written consent of HLMG Co. Supplier shall limit the disclosure of Confidential Information to those of its employees who need to know that Confidential Information for the performance of the Services and who shall be bound to confidentiality by their employment agreements or otherwise. The obligations as per this Section 8.1 shall survive any termination or completion of the Services, however, shall not apply to any Confidential Information which:

i. Supplier can demonstrate, is already in the public domain or becomes available to the public through no breach by Supplier of this item;
ii. was rightfully in Supplier's possession without confidentiality obligation prior to receipt from HLMG Co as proved by Supplier' written records;
iii. can be proved to have been rightfully received by Supplier from a third party without confidentiality obligation;
iv. is independently developed by Supplier as proved by its written records; or
v. is required to be disclosed by law or by any governmental or regulatory authority or by the order or ruling of a court or administrative body of competent jurisdiction.

If disclosure of Confidential Information is required for the purpose set out in Section 8.1(v) hereof, prior to such disclosure Supplier shall (A) give HLMG Co written notice as soon as such requirement arises (a) as to the full details of the requirement to disclose and (b) of the information Supplier proposes to disclose (being the minimum amount of information consistent with satisfying Supplier’s obligations); (B) take into account any comments HLMG Co may have in relation to the content, timing and manner of despatch of the disclosure; (C) take such steps as HLMG Co may require to enable HLMG Co to mitigate the extent of or avoid the requirement of any such disclosure; and (D) if applicable, allow HLMG Co to make a contemporaneous announcement or public statement of its own as HLMG Co may in its absolute discretion deem fit.

8.2 Supplier's access to HLMG Co sites, networks and computing facilities requires HLMG Co's prior written consent. Any such access may be used only for the purpose of performing the Services. Supplier shall comply with all HLMG Co security and access requirements and shall request to be informed of the current version of such requirements before such access is being granted. Supplier shall avoid and take all reasonable steps to avoid any close integration of its employees or subcontractors into the HLMG Co organization and daily work processes.

8.3 In as much as Supplier has access to data of personal nature in connection with its Services, Supplier shall observe the applicable data protection laws and shall enable HLMG Co to obtain information and reports about Supplier's compliance with these requirements at no additional cost. In case Supplier processes data of personal nature for HLMG Co as part of the Services, HLMG Co may request from Supplier to stipulate a separate written agreement on the processing of data of such personal nature.

8.4 Where applicable law requires HLMG Co to certify security of HLMG Co data (with or without personal nature) and the HLMG Co IT-processes, Supplier shall upon HLMG Co's request and without additional costs to HLMG Co provide HLMG Co with information and reports demonstrating that Supplier has controls and safeguards in place designed to achieve the applicable requirements and objectives.

8.5 Supplier shall impose obligations according to this section upon its employees and upon those subcontractors or third parties who are involved in the performance of the Services as per Section 3.4.

9. Liability for Infringement of Proprietary Rights

9.1 Supplier warrants and undertakes that the Services and/or any Result (including its application by HLMG Co) do not infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third party.

9.2 Notwithstanding any other provision herein, if any Services supplied by Supplier infringes or is alleged to infringe any Intellectual Property Rights, or if any Services supplied by Supplier is or becomes the subject of any claim for infringement or encroachment, HLMG Co reserves the right to suspend and/or otherwise deal with such Services as HLMG Co deems fit and/or to immediately terminate the Agreement without prejudice to any rights or remedies which HLMG Co may have against Supplier under the Agreement or at law arising from such infringement or alleged infringement.

9.3 Without prejudice to the foregoing, Supplier shall defend, indemnify and hold HLMG Group harmless from and against all and any damage, loss, cost and expense that HLMG Group incurs or suffers arising from or incidental to a third party claim that the Services or any Result infringes any Intellectual Property Rights of others.

9.4 If any Services is, or in HLMG Co's opinion is likely to become, the subject of an infringement claim, then Supplier, at its sole option and expense, shall either:-

i. obtain for HLMG Co, the right to continue receiving the Services under the terms of the Agreement;
ii. replace the Services with services that are substantially equivalent in function, or modify the Services so that the Services no longer infringe any Intellectual Property Rights while remaining substantially equivalent in function; or
iii. refund to HLMG Co the portion of the price paid to Supplier for the affected Services giving rise to the infringement claim;

without prejudice to any other rights or remedies which HLMG Co may have against Supplier under the Agreement or at law arising from such infringement or alleged infringement.

10. Remuneration, Invoicing and Payment Terms

10.1 The type of pricing and type of effort (e.g. fixed price, time and expense) will be specified in the Agreement.

10.2 For Services, which are remunerated on time and expense basis, only such working hours shall be compensated for as is documented on Supplier's monthly activity sheets or via other documentation as may be specified in the Agreement, and countersigned by HLMG Co's project manager or his representative. Overtime (defined as working hours in excess of eight (8) hours per week day) requires prior written permission of HLMG Co. Specific charges, e.g. for work on Sundays or public holidays, shall not be compensated. Travel time resulting from journeys by a Supplier's employee of between the employee's workplace/residence and the location of work is not considered to be working time.

10.3 Unless agreed otherwise, payment shall be effected within sixty (60) days net from receipt of a written invoice or acceptance, whichever occurs later. In case the parties provide in the Agreement for any payment prior to any acceptance of HLMG Co, such payment shall be regarded as advance payment and be subject to refund, in case HLMG Co refuses acceptance. Supplier shall have no right to receive any advance payment, unless explicitly agreed in the Agreement. In the event that HLMG Co is using an electronic invoicing system, Supplier is obliged to use this invoicing system for the invoices on its own costs. In such a case, HLMG Co will inform Supplier about all requirements of electronic invoicing.

10.4 The remuneration agreed upon in the Agreement covers all Services to be rendered by Supplier according to the Agreement.

10.5 Any prices and charges include all taxes, customs duties or other charges levied against the prices or charges by governmental authorities unless otherwise specified in the Agreement. HLMG Co shall not be required to pay for travel and accommodation expenses to Supplier, unless such expenses agreed upon by HLMG Co in writing and conform to HLMG Co's current corporate travel guidelines. The invoices shall list travel and accommodation expenses separately when applicable.

11. Export Control and Customs

11.1 Supplier shall inform HLMG Co before or upon delivery about export control classification numbers applicable to all Services supplied by Supplier, and provide necessary documentation and data together with the Services. This includes, e.g., without limitation, identification of applicable export control classification numbers as well as customs declaration information, such as Incoterms, clear product descriptions, harmonized system codes, country of origin, and itemized values, on each invoice, especially in case of consigned materials, equipment or the like. Supplier shall further comply with agreed Incoterms, and provide preferential treatment declarations conforming to pertinent preferential or free trade agreements, where applicable. Supplier shall further implement effective measures to comply with applicable anti-terrorism and trade regulations.

11.2 HLMG Co has the right to audit Supplier's export control and customs procedures and measures at Supplier's expense. Should HLMG Co identify deficiencies, HLMG Co has the right to, in its sole discretion, either (i) terminate the Agreement, cancel all pending orders, and demand return of delivered products; or (ii) require implementation of

additional measures at Supplier's expense. Supplier shall indemnify and reimburse HLMG Co for all audit costs and all damages caused by identified deficiencies.

11.3 Upon request of HLMG Co, Supplier shall provide HLMG Co with a long term shippers declaration concerning the requested Services. Supplier shall be liable for the correctness of all provided data. If through governmental anti-dumping measurements penalty duties are imposed on supplies of products upon the import in the receiving country, Supplier shall not be entitled to deliver such products, unless HLMG Co expressly agreed to such deliveries in advance.

11.4 In case the Services require the shipment of goods, the shipping-address is different to the billing address and the goods are subject to export authorization when being exported out of the relevant country, Supplier shall inform HLMG Co upon delivery accordingly and provide all relevant shipping data, as in such case HLMG Co shall act as Exporter of Records (EOR) according to the applicable customs and export control laws.

11.5 Unless the Incoterm DDP is agreed, HLMG Co is responsible for the performance of the import customs clearance. In such case, HLMG Co will not refund Supplier or Supplier's service provider any customs duties or service fees when importing or exporting goods. In case the Incoterm DDP is agreed, Supplier is responsible for the export and the import customs clearance and shall bear all related costs.

11.6 In case the Agreement refers to the delivery of goods and services, the customs invoice of Supplier shall show the value of goods separately from the value of the services performed or to be performed. In the customs invoice, the services and goods shall be described in detail, including the place of performance. In case Supplier cannot show the value of goods and services separately in the customs invoice, Supplier shall supply the goods according to the Incoterm DDP.

12. Compliance with Laws; Corporate Social Responsibility; Audit

12.1 Supplier shall comply with all laws, rules and regulations applicable (including in the country of origin, country of receipt, country of shipment, and in the HLMG Co-identified country of destination, if provided) to the Services to be performed under the Agreement, including without limitation laws, rules, and regulations regarding labour standards, safety and health, and protection of the environment. In addition, Supplier shall ensure that third parties according to Section 3.4 comply with these laws, rules, and regulations.

12.2 Supplier shall:

i. pay not less than statutory minimum wages in a timely manner;
ii. ensure that its subcontractor pay not less than statutory minimum wages in a timely manner;
iii. ensure that neither it nor its subcontractor engages any temporary employment agency that does not pay at least the statutory minimum wages or does not pay such wages in a timely manner; and
iv. ensure that neither it nor its subcontractor is excluded from public procurement procedures.

Upon HLMG Co's request, Supplier shall provide supporting documentation evidencing compliance with this Section. In the event of a breach of any of the above-mentioned obligations, HLMG Co shall be –entitled, in addition to any other rights it has under the Agreement, to require Supplier to fulfil such obligations within a period determined by HLMG Co, failing which HLMG Co may terminate the Agreement.

12.3 Supplier shall comply with HLMG Co's Supplier Code of Conduct available at www.hlmg.com.my, which might be amended from time to time based on applicable legal requirements. In addition, the Supplier shall also comply with the Responsible Business Alliance [Code of Conduct Version 8.0 (Year 2024)], or such updated version as may be applicable from time to time and made available at www.responsiblebusiness.org/code-of-conduct (by demonstrating compliance with labour, ethics, health and safety, environmental, and management scheme practice through its values and policies). Supplier shall respect the principles of the UN Global Compact.

12.4 HLMG Co and/or any third party authorized by HLMG Co shall be entitled to conduct audits at Supplier's premises and production sites in order to verify Supplier's compliance with the requirements according to this Section 12.

13. Right of Termination

13.1 HLMG Co's right to terminate the Agreement shall be immediate and without prior written notice upon the occurrence of any of the following events:

i. a breach of any covenant, representation or warranty hereunder by Supplier and where the same is capable of remedy, is not remedied upon the expiry of seven (7) days after written notice thereof shall have been given by HLMG Co to Supplier;

ii. in the event of (a) any change in the active management or ownership of Supplier or (b) the sale, transfer or other disposition of all or substantially all of the assets of Supplier or any affiliate, division or unit of Supplier, either of which HLMG Co, in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfil its obligations under the Agreement;

iii. any proceeding in bankruptcy, insolvency, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Supplier's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Supplier (and such proceeding is not dismissed within sixty (60) days from the filing date); or

iv. if Supplier shall make an assignment for the benefit of its creditors, ceases or suspends payment of its debts, is unable to pay its debts as they fall due, a provisional administrator in insolvency is appointed or insolvency proceedings are initiated.

13.2 In addition to all of the other rights which HLMG Co may have to terminate the Agreement, HLMG Co shall have the further right, without assigning any reason therefor, to terminate this Agreement or to terminate any work hereunder, in whole or in part, at any time, by giving Supplier not less than thirty (30) days' written notice. Upon such termination, HLMG Co shall not be liable to Supplier for any costs for completed items, items in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated in the Agreement or, if none is stated, thirty (30) days. Further and without prejudice to anything contained

in Section 13.3 hereof, if the parties cannot agree on the amount of compensation to Supplier for such termination within fourteen (14) days from the date of termination notice issued by HLMG Co:

i. HLMG Co will pay the price for all items completed in accordance with the Agreement and not previously paid for unless said item(s) is part of Supplier's standard commercial items; and
ii. HLMG Co will pay the price for items in process and for all materials acquired or contracted for within the time specified in the Agreement for the purpose of fulfilling the Agreement which Supplier proves with documentary evidence that Supplier is unable to cancel, return or otherwise use in Supplier's operations.

PROVIDED ALWAYS THAT the total compensation payable hereunder shall not in any event exceed the amount stated in the Agreement. Should HLMG Co so desire, the compensation amount shall be subject to audit by HLMG Co at its own expense.

13.3 Upon termination of the Agreement for whatsoever reasons:

i. where termination is in accordance with Clause 13.1, Supplier shall be liable to pay damages to HLMG Co for such default on Supplier's part;
ii. without prejudice to the foregoing, HLMG Co shall be entitled to deduct from and set-off against any amounts payable to Supplier, any costs, expenses and damages for which Supplier is liable to pay to HLMG Co under the Agreement; and
iii. HLMG Co shall be entitled to use available equipment and Services which have already been provided by Supplier in order to continue the work, in return for appropriate payment.

and thereafter the Agreement shall be null and void and be of no further effect save for any antecedent breaches.

14. Indemnity

14.1 Supplier shall indemnify HLMG Co against any and all losses, damages, costs, claims, demands, expenses and liabilities whatsoever which HLMG Co may incur whether directly, or as a result of:

i. personal injury or death of any person or in respect of any loss or destruction or damage to property arising out of or in connection with a damage or accident whether or not such damage or accident was solely caused by the Services or achieved results or Supplier has contributed thereto, as long as the damage or accident was not caused solely by HLMG Co;
ii. any action, claim or demand of any third party by reason of any breach by Supplier of the Agreement or of any terms or obligations of any applicable law or regulation or contractual provision on the part of Supplier relevant to the Agreement or to the Services; and/or
iii. any breach by Supplier of applicable laws in the performance of the Agreement. In case any performance of the Agreement is required within HLMG Co's premises, Supplier shall not use or hire anyone in contravention of any applicable laws and regulations in force and shall comply with all safety and security directives of HLMG Co at all times.

15. Anti-Bribery and Corruption

15.1 Supplier shall, at all times, comply with, and ensure that all its affiliated companies comply with, all applicable anti-bribery and corruption laws and regulations, as well as the HLMG Co's Anti-Bribery and Corruption Policy, an electronic version of which is available at www.hlmg.com.my.

16. Withholding Tax

16.1 Withholding tax, where applicable under the prevailing tax laws of Malaysia shall be deducted from the payment due to Supplier and the balance of the payment shall be remitted to Supplier. The tax withheld shall be paid to the tax authorities by HLMG Co and the relevant tax receipts issued by the tax authorities shall be returned by HLMG Co to Supplier in due course.

16.2 Supplier must support any claim for reduction of withholding tax under relevant Double Taxation Agreement with required documentation (i.e. Certificate of Residences) attached to the invoice. HLMG Co is obliged to withhold the full amount of withholding tax at the prevailing rate where required documentation is missing or inadequate, in the opinion of HLMG Co.

17. Applicable Law and Jurisdiction

17.1 The Agreement shall be governed by and construed in accordance with the following laws, without reference to its conflict of law provisions:

i. the laws of the People's Republic of China, if HLMG Co is incorporated or established in the People's Republic of China;
ii. the laws of Malaysia, if HLMG Co is incorporated or established in Malaysia; or
iii. the laws of Singapore, if HLMG Co is incorporated or established in any other jurisdiction.

The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

17.2 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be resolved in the following manner:

i. if HLMG Co is incorporated or established in the People's Republic of China, by arbitration administered by the Shanghai International Arbitration Centre in accordance with the Arbitration Rules of the Shanghai International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Shanghai, China. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The award rendered by the arbitration shall be final and binding on the Parties. The law governing the arbitration agreement shall be the laws of the People's Republic of China.

Nothing herein shall preclude either party from seeking injunction or other reliefs in any court of competent jurisdiction. The courts at the seat or venue of arbitration shall not have exclusive jurisdiction to entertain such applications.

ii. if both HLMG Co and Supplier are incorporated or established in Malaysia, the parties to the Agreement submit to the non-exclusive jurisdiction of the Courts of Malaysia. However, nothing in the Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

iii. in all other cases, by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The award rendered by the arbitration shall be final and binding on the Parties. The law governing the arbitration agreement shall be the laws of Singapore.

Nothing herein shall preclude either party from seeking injunction or other reliefs in any court of competent jurisdiction. The courts at the seat or venue of arbitration shall not have exclusive jurisdiction to entertain such applications.

18. Miscellaneous

18.1 Supplier may not assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of HLMG Co.

18.2 Nothing in this Agreement shall be construed to imply the existence of a contractual relationship or privity of contract between any member of the HLMG Group and Supplier or to make HLMG Co the agent or representative of the HLMG Group and further, HLMG Co shall not be construed to hold itself out as such agent or representative, nor shall HLMG Group be liable for or bound by any act or omission of HLMG Co in respect of the Agreement.

18.3 None of the rights and remedies granted to HLMG Co under the Agreement shall be exclusive, and such rights and remedies shall be in addition to any other rights and remedies available to HLMG Co under the Agreement and applicable law. All such rights and remedies may be exercised concurrently, and the exercise of any one right or remedy shall not preclude the exercise of any other right or remedy, whether under the Agreement or under applicable law.

18.4 No failure or delay by HLMG Co in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude any further exercise thereof or the exercise of any other right.

18.5 If any provision of the Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each remaining provision shall remain valid and enforceable to the fullest extent permitted by law.

18.6 A person and/or entity who is not a party to the Agreement, has no right to enforce any term of the Agreement.

18.7 Supplier shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press regarding the collaboration between HLMG Co and Supplier without HLMG Co's prior written consent.

18.8 Any amendments, supplement or cancellation of the provisions of the Terms and Conditions shall not be effective and binding unless the same shall be in writing and duly executed by HLMG Co. Notwithstanding the aforesaid, HLMG Co reserves the right to amend and vary the terms and conditions herein contained from time to time without notice or reference to Supplier by publishing the updated version on www.hlgm.com.my. Supplier shall be responsible for visiting HLMG Co's website from time to time to read the latest Terms and Conditions and shall be bound by the Terms and Conditions as added, amended, modified and/or varied by HLMG Co from time to time upon such added, amended, modified and/or varied Terms and Conditions being published by HLMG Co.

18.9 If any provision of the Agreement or the application thereof to any situation or circumstances shall be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent.

18.10 The Agreement and any other agreement(s) referred to in the Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the parties with respect to such subject matter hereof.

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