

TERMS AND CONDITIONS

By accepting this terms and conditions (including any revisions thereto) (“**Terms and Conditions**”), you (“**Customer**”) hereby agree to the following Terms and Conditions with **Digi Telecommunications Sdn. Bhd.** (Registration No. 1990 0100 9711 (201283-M)), (“**Digi**”). Digi and the Customer are collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

1. Services: The Customer agrees to subscribe for the altHR services (“**Services**”) upon the terms and conditions herein. The Customer agrees that the Services provided by Digi is provided on an “as is” and “as available” basis.

2. Service Requirements: Digi shall perform and carry out each of the Services in accordance with the provisions of this Terms and Conditions. The Parties recognise that changes to the Services and any other provision of this Terms and Conditions may be necessary or desired after the date of acceptance of this Terms and Conditions. Digi shall be entitled to propose reasonable charges for any agreed changes subject to the Customer’s confirmation and acceptance of the cost prior to effecting the change.

3. Term: This Terms and Conditions shall be valid and enforceable from the date of acceptance of this Terms and Conditions (“**Service Commencement Date**”) until the Services is terminated in accordance to the Terms and Conditions herein.

4. Fees and Charges: The Customer shall pay the relevant agreed fees and charges (“**Fees**”) for the provision of the Services by Digi.

5. Taxes: The Fees and/or any supply(ies) made by Digi to the Customer under this Terms and Conditions are in Ringgit Malaysia and expressed exclusive of Taxes. Digi is entitled to charge Taxes in addition to the Fees and/or any supply(ies) made under this Terms and Conditions which shall be borne by the Customer. For the avoidance of doubt, Taxes means any applicable taxes and regulatory charges at the prevailing rate, including but not limited to withholding tax (of any kind and howsoever computed), value added tax, consumption tax, goods and services tax, indirect tax, sales tax, service tax, duties, fees, levies and surcharges (including any fines and penalties), by whatever name called, which may now be or which may be in the future introduced and imposed by the relevant government authorities in Malaysia and/or the Customer’s country of domicile under any law, regulation, directive or guideline thereof including any amendment thereto from time to time.

6. Roles and responsibilities: (i) The Customer shall: be responsible and accountable for all individuals who have access to the Services; be responsible in ensuring that all users accessing the Services are equipped with the necessary devices and internet connectivity as any restrictions in any of the above services or devices may limit the quality of the Services; use the Services in accordance to this Terms and Conditions; be responsible in monitoring the usage of the Services by its employees or representatives and to prevent any fraud and abuse by users of the Services; (ii) Digi shall: be responsible for the establishment, operation and management of the Service; provide troubleshooting and support services; and respond to queries or questions from the Customer in relation to using the Services.

7. Invoices and Payments: (i) Unless otherwise agreed between the Parties in the relevant attachments for each Service, Digi shall issue invoices to the Customer on the 1st business day of every month from the Service Commencement Date for the Services performed during each preceding month. The Customer shall make payment within thirty (30) days of receiving the original invoice(s) from Digi. All payments to be made under this Terms and Conditions shall be in Ringgit Malaysia and the recurring subscription Fees plus Taxes are payable on a monthly basis; (ii) all late payments are subjected to an interest at the rate of 10% per annum; (iii) if the Services is suspended due to overdue payments, Digi shall in no event be held accountable or responsible for any losses or damages whatsoever that may arise or which the Customer may suffer; and (iv) all payments shall be remitted via wire transfer to the bank account as designated by Digi in its invoice(s). Parties shall bear its own banking fees, transaction charges and other related fees or charges.

8. Warranties and Representations: The Customer expressly warrants and represents to each other that: (i) it has the legal capacity and the requisite authority and corporate power to enter into and perform its obligations under

this Terms and Conditions; and (ii) the execution and performance of this Terms and Conditions comply with all applicable laws, regulations, administrative or judicial decision or policy of the applicable government authority.

9. Confidential Information: Each Party (“**Receiving Party**”) undertakes to and shall ensure and procure that its employees, agents, representatives, contractors or subcontractors (“**Representatives**”) keep all information received from either Party (“**Disclosing Party**”) or disclosed to it pursuant to this Terms and Conditions, confidential and shall not disclose such information to any other person or third party during the Term or any time thereafter, save where: (i) disclosure is required by law; or (ii) the Disclosing Party had consented to such disclosure in writing (iii) the confidential information is or becomes publicly available or public knowledge other than as a result of a breach of this Terms and Conditions by the Receiving Party; (iv) the confidential information is known or available to the Receiving Party before the date the confidential information is provided to the Receiving Party by the Disclosing Party; (v) is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to disclose to the Receiving Party without such restriction; or (vi) has been independently developed without reference or use of any confidential information imparted by the Disclosing Party.

The Receiving Party shall ensure its Representatives shall use the information received from the Disclosing Party for the sole purpose of performing its obligations under this Terms and Conditions. Upon the expiration or termination of this Termination and Conditions, the Receiving Party shall destroy or, at the Disclosing Party’s request, promptly return all such confidential information to the Disclosing Party.

10. Limitation of Liability: Neither Party is liable to the other for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, howsoever caused and arising under this Terms and Conditions. Digi’s total cumulative liability for any and all claims, liabilities, losses or expenses (if any) arising out of or in connection with this Terms and Conditions shall not exceed the total amount paid by the Customer to Digi for the Services in the last immediate preceding six (6) months prior to the dispute. Notwithstanding the foregoing, this limitation shall not apply for: (i) death or personal injury caused by either Party’s negligence; (ii) fraud, misrepresentation, corruption and/or willful default; (iii) breaches of confidentiality, intellectual property rights or personal data protection; and (iv) the indemnities given by a Party to the other.

11. Indemnity: Either Party shall indemnify and hold the other harmless against all claims, costs, damages, losses or liabilities resulting from personal injury or property damage caused by the defaulting Party as a result of a breach or non-observance by the defaulting Party of its covenants, undertakings, warranties and obligations under this Terms and Conditions.

12. Immediate Termination: Either Party may terminate this Terms and Conditions immediately by written notice in the following circumstances: (a) if it is required by law; (b) if the other Party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of its creditor(s), enters into receivership, administration or any similar insolvency proceedings; (c) ceases to conduct business in the normal course; or (d) upon occurrence of a Force Majeure Event in respect of all the Services which continues for a period of thirty (30) days.

13. Termination for Cause: Either Party may terminate the Services for default or breach of any material term of the Services if the defaulting Party fails to remedy the breach within sixty (60) days of the non-defaulting Party’s written notice to remedy the default or breach. In the event if this Terms and Conditions is terminated pursuant to this **Clause 13** due to the default or

breach of either Party, the non-defaulting Party shall have the right to claim for any loss or damages suffered and costs incurred by the non-defaulting Party due to the termination.

14. Termination without Cause: (a) The Customer may terminate this Terms and Conditions at any time without cause, by written notice to the other Party. In the event the Customer gives written notice to Digi that it wishes to cancel the Services in its entirety or any part of it at any time after the date of this Terms and Conditions, the Parties hereto agree that Digi shall have the right to claim from the Customer and the Customer shall be liable to pay to Digi any Fees which are due and payable. The Customer shall give Digi at least sixty (60) days written notice in respect of such termination; (b) Digi shall have the right to terminate this Terms and Conditions without cause by providing sixty (60) days' prior written notice to the Customer.

15. Consequences of Termination: The Customer shall pay Digi for all Services which has been delivered or rendered to the Customer in accordance with the Terms and Conditions and the Customer's rights to use or access to the Service shall cease.

16. Intellectual Property Rights: The Customer acknowledges and agrees that all intellectual property ("IP") rights in the products and Services including rights in trademarks (registered and unregistered), logos and trade names associated with products and Services belong solely to Digi and/or its licensors. Digi is the sole and exclusive owner of all the product and Services and related technologies, including, without limitation, any hardware designs, firmware, client software, software stack, tools and utilities and any IP rights related to them. The Customer shall make no claims whatsoever to any IP rights of Digi and agrees that it shall not gain any rights to any of Digi's IP by virtue of this Terms and Conditions. The Customer shall not use any of Digi's IP other than as expressly authorized by Digi. The Customer agrees to indemnify Digi against any losses, whether direct or indirect, for any infringement of Digi's IP rights attributable to it arising out of this Terms and Conditions.

17. Personal Data Protection: (a) The Parties agree that where pursuant to this Terms and Conditions, any personal data are extended: (i) to the Customer and/or processed by the Customer, the Customer agrees not to conduct itself, and to procure that its employees and/or agents, shall not conduct themselves, in such manner as to cause Digi to be in breach of its obligations as a data user as stated in the Personal Data Protection Act 2010; (ii) to Digi by the Customer and/or processed by Digi, the Customer represents that it has obtained all necessary consents as may be required for the processing and transfer of data (including personal data) in relation to the provision of the Services herein; and agree that it shall be the responsibility of the Customer to advise Digi in writing should there be any relevant change in the information including the personal data supplied to Digi which requires action on the part of Digi; (b) Upon acceptance of this Terms and Conditions and/or by the continuing the use of the Services, the Customer (and where relevant, its employees) accept Digi's Privacy Notice as set out in <https://althr.my/privacy-en>; (c) the Customer agrees to indemnify Digi against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which Digi may incur arising out of a breach of this Clause by the Customer, its employees or representatives.

18. Force Majeure: Neither Party shall be liable for a continuous failure of thirty (30) days to perform solely caused by force majeure events beyond their reasonable control. Force majeure events include acts of God, epidemic, pandemic, explosion, flood, fire, accident, war, hostilities, invasion, act of foreign enemies, riot, civil commotion or disorder ("Force Majeure Event"). The Party experiencing a Force Majeure Event shall notify the other Party as soon as reasonably possible, and shall cooperate in minimising the impact of such Force Majeure Event.

19. Remedies: In addition to all other rights and remedies under this Terms and Conditions, at law or in equity available to the Parties, each Party shall be entitled to exercise the right of set-off.

20. Successors and Assigns: This Terms and Conditions shall be binding upon the permitted assigns, successors-in-title and authorized representatives of each Party.

21. Time is of the Essence: Time wherever mentioned shall be of the essence of this Terms and Conditions.

22. Assignment, Novation, Delegation and Subcontracting: Neither Party shall assign or transfer this Terms and Conditions or any of its rights or

obligations hereunder, or delegate or subcontract the performance of any of its obligations under this Terms and Conditions to a third party, save for its affiliates (with written notification), without the other Party's prior written consent.

23. Notices: Any notices required under this Terms and Conditions shall be sent to the addresses of the Parties as notified by each Party to the other and shall be deemed to have been received: (a) if delivered personally, the next business day after it has been delivered; (b) if sent by registered mail or courier, three (3) days after dispatch; (c) if sent by facsimile, upon successful completion of transmission; or (d) if sent by electronic-mail, upon successfully delivering to the e-mail address of the intended recipient. All formal notice, demand or consent from one Party to the other must always be given in any of the aforesaid methods. The Parties may however informally give notice, demand or consent to the other Party via electronic-mail.

24. Advertising and Publicity: Neither Party shall use the other Party's name, marks, codes, drawings or specifications in any advertising, promotional efforts or any publicity of any kind without the prior written consent of the other Party.

25. Waivers: No waiver by either Party of any right or of a breach of any provision of this Terms and Conditions shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such right or provision or to sanction any subsequent breach thereof.

26. Modifications or Amendments: Digi may revise and/or modify this Terms and Conditions from time to time and the Customer's continuous use of the Services shall be deemed as its acceptance to the revised and/or new terms and conditions.

27. Severability: Any term or provision of this Terms and Conditions which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions in this Terms and Conditions which shall remain in full force and effect.

28. Survival: The expiration or termination of this Terms and Conditions will not affect accrued rights, indemnities, representations and warranties, existing commitments or any other provisions that by their nature are intended to survive the expiration or termination of this Terms and Conditions to the extent consistent with, or necessary to carry out, the purposes thereof.

29. Independent Contractor: Nothing in this Terms and Conditions shall be construed as creating an agency, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another.

30. Governing Law: This Terms and Conditions shall be governed by the laws of Malaysia.

31. Interpretation: (i) References to business days or working days mean Mondays through Fridays excluding Saturdays, Sundays, national public holidays and state public holidays in the state of Selangor; (ii) Headings used in this Terms and Conditions are inserted for convenience only and shall not be relied on to construe the provisions in this Terms and Conditions; (iii) Reference to this Terms and Conditions shall mean this Terms and Conditions and such other agreement or instrument as amended, modified, varied and/or supplemented from time to time; (iv) Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (v) Reference to any statute, legislation or statutory provision shall be a reference to that statute, legislation or statutory provision as amended, modified, extended, re-enacted or replaced from time to time and including all subordinate legislation made under it from time to time; (vi) Where any word or expression is defined in this Terms and Conditions, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined; (vii) Any technical term not specifically defined in this Terms and Conditions shall be construed in accordance with the general practice of those in that profession in Malaysia.

32. Entire Agreement: This Terms and Conditions constitutes the entire agreement between the Parties with respect to the subject matter under this Terms and Conditions and shall supersede all prior oral or written communications or agreements between the Parties with respect to the Services.

33. Conflict of Clauses: In the event of conflict between any terms in this Terms and Conditions, the conflict shall be resolved according to the following order of priority: (i) first – any accompanying documents to this Terms and Conditions including any addendums or supplemental letters issued by Digi and/or entered into between the Parties; (ii) second – this Terms and Conditions on the Services subscribed.

34. Costs: Each Party shall be liable for their own costs.

35. Dispute Resolution: In the event of a dispute or disagreement under this Terms and Conditions, the Parties shall first attempt to resolve the matter by mutual discussions to achieve an amicable resolution or settlement. Should

Parties fail to come to a resolution or settlement within thirty (30) days from the date the dispute or disagreement arose (or such other period as the Parties may mutually agree), the Parties agree to submit the matter for resolution before the exclusive jurisdiction of the courts of Malaysia.

Issue date: 12 May 2020

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