

# SERVICES AGREEMENT STANDARD TERMS OF SERVICES

## ARTICLE 1 INTRODUCTORY PROVISIONS

### Section 1.01 Application of these Standard Terms

These standard terms of Services (“**these Standard Terms**”) are generally applicable to you, being one of the CUSTOMERs or participating companies (“**CUSTOMER**” or “**you**” interchangeably) in the Services (as defined below) organised and held by Life In Transit Ventures (Company No. 202503198699 [KT0595507-H]) (“**LITV**”) and shall remain valid throughout the period commencing from the date of communication to you of the acceptance by LITV of the Services Participation Order Form (“**Order Form**”) signed and submitted by you and expiring on the Completion Date (as defined below) unless terminated by LITV pursuant to the provisions contained in these Standard Terms subject to any survival of provisions in these Standard Terms.

### Section 1.02 The Order Form

These Standard Terms shall form an integral part of the Order Form accepted by LITV and if any provision of the Order Form is inconsistent with any of these Standard Terms, the provision in the Order Form shall prevail. The Order Form, these Standard Terms, the Personal Data and Privacy Notice(s) and any agreements required by the relevant authority or LITV from time to time appended together and notified in advance to you shall collectively be referred to as “**this Services Agreement**”.

For the avoidance of doubt, this Services Agreement shall only become valid and binding upon the Parties once the following conditions have been fulfilled:

- (i) the completed hardcopy Order Form is signed and returned to LITV or its authorised representative or manager in the manner set out in the Order Form; and
- (ii) subsequently signed as acceptance by LITV by way of a written or electronic communication to the CUSTOMER.

However, in the event that LITV, at its discretion, accepts an application to participate for Services, hospitality, sponsorship or related services in some other form and communicates such acceptance in writing or by email to the CUSTOMER, such accepted application shall in all respects be subject to these Standard Terms and the payment terms on the Order Form.

### Section 1.03 Definition

In this Services Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

<u>Term</u>	<u>Meaning</u>
Advertisement(s)	means the advertising rights purchased/authorised by the CUSTOMER in any publication published by LITV, whether electronic and otherwise, as detailed in the Order Form;
Completion Date	means the last day of the Services, if any;
Confidential Information	means any information which is disclosed by a disclosing party to the receiving party pursuant to or in connection with this Services Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);
Services	means the event, Services or conference as identified in the Order Form;
Services Area	means the area or location designated for the CUSTOMER by LITV and such area or location can be conducted virtually;
Services Date	means the first day of the Services as communicated by LITV;
Services Package	means the Services or other services as set forth in the Order Form which may include, but not be limited to the right to attend to and participate in the Services by the CUSTOMER through Services in a designated Services Area, the promotion of the Services through publications and media, and the provision of certain supporting services such as health, safety, security and registration services during the Services;
Governmental Authority	any federal, state or local or any foreign government or authority, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or any court, tribunal or arbitral body in any relevant country or jurisdiction;
Insolvent	In relation to an individual, he: <ul style="list-style-type: none"> <li>(i) commits an act of bankruptcy under the bankruptcy law to which he is subjected to; or</li> <li>(ii) any action is taken for or with a view to adjudicating him bankrupt; or</li> <li>(iii) has a receiver appointed over or an encumbrancer takes possession of any of his assets; or</li> <li>(iv) enters into dealings with any of his creditors with a view to avoiding or in expectation of insolvency;</li> </ul> <p>In relation to a company, it:</p> <ul style="list-style-type: none"> <li>(i) is deemed unable to pay its debts under the law to which it is subjected to; or</li> <li>(ii) any action is taken for or with a view to its winding up (whether compulsory or voluntary) other than a winding up for the sole purpose of reorganisation, amalgamation or reconstruction;</li> <li>(iii) has a receiver appointed over or any encumbrancer takes possession of any of its assets; or</li> <li>(i) enters into dealings with any of its creditors with a view to avoiding or in expectation of insolvency;</li> </ul>
Intellectual Property	means letters, patent, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, application for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or in additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned, business names whether registrable or not, moral rights and any similar rights in any country;

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<b>Term</b>	<b>Meaning</b>
Participation Fee	The applicable participation fee as stated in the Order Form;
Sponsorship	means the sponsorship package as stated in the Order Form in relation to the Services;
Sponsorship Materials	means all contents, materials and information, including, without limitation trademarks, logos, artwork and advertising material, which LITV requires the CUSTOMER to deliver for purposes of the Sponsorship;
Unclaimed Asset	means any all assets and properties of whatever nature of the CUSTOMER and/or its representative, employees or personnel that have been left at the Venue or otherwise left in the possession of LITV and which has not been claimed by the CUSTOMER within one (1) month from the Completion Date;
Venue	means the location or venue at which the Services takes place; and
Venue Owner	means the registered proprietor and/or beneficial owner of the Venue.

**Section 1.04      Construction**

Unless the context otherwise requires, the interpretation and construction of this Services Agreement shall all be subject to the following provisions:

- (i) words importing one gender include all other genders and words importing singular include the plural and vice versa;
- (ii) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (iii) the term "Parties" means LITV and the CUSTOMER, collectively;
- (iv) the term "Party" means either LITV or the CUSTOMER, as the case may be;
- (v) headings and sub-headings are included in this Services Agreement for ease of reference only and shall not affect the interpretation or construction of this Services Agreement;
- (vi) references in this Services Agreement to any Article or Section without further designation shall be construed as a reference to the Article or Section so numbered;
- (vii) reference to an Article is a reference to the whole of that Article unless stated otherwise; and
- (viii) word or phrase indicates an exception to any of the provisions of this Services Agreement and a wider construction is possible, such word or phrase is not to be construed *ejusdem generis* with any foregoing words or phrases and where a word or phrase serves only to illustrate or emphasise any of the provisions of this Services Agreement, such word or phrase is not to be construed, or to take effect as limiting the generality of such provision.

**ARTICLE 2  
SERVICES**

**Section 2.01      Services Rights**

- (i) LITV hereby agrees to:

- (a) grant the right to participate for the Services in the Services Area within the Venue for the purposes of the Services; and
- (b) provide the associated services covered under the Services Package;

to the CUSTOMER upon the terms and subject to the conditions contained in this Services Agreement.

- (ii) The CUSTOMER undertakes to occupy the Services Area by commencement of business on the Services Date until the closing of business on the Completion Date. In the event that the CUSTOMER fails to do so, it shall be deemed to have cancelled its booking and shall be liable for the cancellation charges set out in the Order Form.

**Section 2.02      Services**

- (i) LITV shall grant to the CUSTOMER the access to the Services Area for the purpose of Services.
- (ii) CUSTOMER shall provide meals, accommodation, and flight (inclusive of return flight to LITV's representative to their origin country) to LITV's representative for the purpose of providing the Services to the CUSTOMER

**Section 2.03      Cancellation of Services and Change of Services Date**

- (i) LITV shall have the absolute and unfettered right to cancel the Services or change the Services Date at any time and for any reason (including, without limitation, due to occurrence of a Force Majeure event which renders it illegal, impossible or impracticable for the Services to be held or organised in the reasonable opinion of LITV).
- (ii) In the event that the Services Date is changed by LITV to new date(s) and such new date(s) falls within Three (3) months of the originally scheduled Services Date and/or the Services is cancelled but is reasonably expected by LITV to be held or organised at any time in the next calendar year (or, in the case of an Services that is held on a biennial basis, in the next calendar years), this Services Agreement shall continue in full force and effect. For the avoidance of doubt, nothing in this Section 2.03(ii) shall excuse or relieve the CUSTOMER from its obligation to pay the Participation Fee in accordance with the terms stated in the Order Form.
- (iii) In the event that the Services is cancelled and is not reasonably expected by LITV to be held or organised at any time in the next calendar year (or, in the case of an Services that is held on a biennial basis, in the next two (2) calendar years), this Services Agreement shall terminate without liability provided that, if the CUSTOMER so requested in writing, any portion of the Participation Fees already paid by the CUSTOMER shall be refunded and accordingly the CUSTOMER shall not be required to pay any further portion of the Participation Fees.
- (iv) The CUSTOMER acknowledges and agrees that the provisions of this Section 2.04 set out the CUSTOMER's sole remedy in the event of cancellation of the Services or the changing of the Services Date and all other liability of LITV is hereby expressly excluded.

**ARTICLE 3  
ADVERTISING AND SPONSORSHIP**

**Section 3.01      Advertising**

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- (i) Where included as part of this Services Agreement, Advertisements are subject to approval by LITV at its absolute and unfettered discretion at any time prior to the placement or publishing of the same.
- (ii) All sales for Advertisements are final and conclusive once payment has been made to LITV and the Parties hereby agree that no refund of such payment whatsoever shall be given. LITV shall not be liable for damages of any kind under any circumstance.
- (iii) LITV shall be entitled to deliver a publication of Advertisements electronically at its own sole and absolute discretion without consulting the CUSTOMER.
- (iv) The CUSTOMER shall supply its contents, materials, designs and artwork for the Advertisements in the form of print-ready to LITV within the timeframe stipulated by LITV, unless otherwise agreed by LITV.
- (v) The CUSTOMER hereby warrants that all of its contents, materials, designs and artwork for the Advertisements are Intellectual Property owned by the CUSTOMER and/or the CUSTOMER holds the necessary rights to permit the use of the Advertisement and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any laws or any rights of any third parties, including, but not limited to, infringement or misappropriation of any Intellectual Property rights of any person or entity.
- (vi) The CUSTOMER shall indemnify and keep indemnified LITV from and against any and all losses, damages or liabilities suffered (whether criminal or civil) and legal fees and costs incurred by LITV resulting directly or indirectly from the infringement by the CUSTOMER of any Intellectual Property rights of other person or entity.

**Section 3.02      Sponsorship**

- (i) Where Sponsorship is included as part of the Services Agreement, the CUSTOMER shall be granted the rights applicable to the Sponsorship. The CUSTOMER shall provide LITV with the Sponsorship Materials before the Services as and when required by LITV.
- (ii) Without prejudice to its other rights LITV reserves the right to make reasonable modifications to the specifications of any Sponsorship as it considers fit. LITV shall be entitled to request amendment, modification or change to any Sponsorship Materials provided by the CUSTOMER to satisfaction of LITV.
- (iii) The CUSTOMER hereby grants to LITV a non-exclusive, worldwide, royalty-free license to reproduce (and have reproduced) the Sponsorship Materials in or on any media (physical, electronic or other form) and to distribute and exhibit the Sponsorship Materials in or on such media as is in accordance with the Sponsorship;
- (iv) Where it is expressly agreed in writing in the Sponsorship that LITV grants to the CUSTOMER a license to use the name, certain trademarks or logos or other Intellectual Property of LITV, such license is on a non-exclusive basis and each use by the CUSTOMER is subject to the prior written approval of LITV and any resulting goodwill shall vest in LITV.
- (v) Unless otherwise expressly agreed in writing all Sponsorship is granted on a non-exclusive basis and LITV is free to have multiple sponsors for any particular activity or product.

**ARTICLE 4  
PAYMENT OBLIGATIONS**

**Section 4.01      Participation Fee**

- (i) The CUSTOMER shall pay the Participation Fees at such time and in the manner stated in the Order Form. It is agreed by the Parties that time shall be of the essence in respect of such payment obligations.
- (ii) Any late payment of Participation Fee under this Services Agreement is subject to interest at the rate of four per centum (4%) per annum calculated on a daily basis on the unpaid amount from the day following expiry of the payment period for such amount until the date of full payment thereof without prejudice to any rights, reliefs and remedies available to LITV to enforce the CUSTOMER's obligation to make such payment.
- (iii) For clarification, the Participation Fee quoted by LITV shall be, unless otherwise expressly agreed in writing, exclusive of value added tax, goods and services tax or any other applicable tax imposed by the relevant authority ("**Applicable Tax**") and the CUSTOMER shall, in addition, pay to LITV any Applicable Tax chargeable thereon at the then applicable rate.

**Section 4.02      Other Expenses**

In the event that LITV incurred additional costs and expenses in purchasing and procuring extra materials, items or equipment (which are not originally covered under the Services Package, Advertisement or Sponsorship, as the case may be) as required by the CUSTOMER or at the request of the CUSTOMER, such costs and expenses shall be borne by the CUSTOMER and shall be payable to LITV on demand by LITV.

**ARTICLE 5  
COVENANTS AND RIGHTS**

**Section 5.01      Covenants by the CUSTOMER**

The CUSTOMER hereby warrants, covenants and represents to LITV that it shall:

- (i) not possess any weapons such as guns of any type, knives other than standard cutter and the like used for exhibit set up and tear down, mace, explosives or any item with the potential to inflict harm has no common exhibit-related purposes at the Venue;
- (ii) not exhibit, offer for sale, or provide advertising or literature concerning products or services not manufactured, represented, or exclusively distributed by them;
- (iii) not use any equipment for the screening or display of film or video, photographic slides, amplifiers, flashing lights and neon signs at the Venue without prior written consent from LITV;
- (iv) not use or utilise drones/unmanned aerial vehicles, hover boards, and personal mobility devices—such as segways, skateboards, skates and scooter (motorised or footpowered) at the Venue without prior written consent from LITV;
- (v) not dispense or distribute any food, snacks or beverages within the Services Area without prior written consent from LITV. Alcoholic beverages shall be strictly prohibited at the Services;
- (vi) not conduct retail sale, for cash or otherwise, inside the Venue. Orders may be taken for future delivery only;
- (vii) not cause any annoyance or inconvenience to other CUSTOMERS or visitors when advertising, promoting sales

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and operating exhibits or Sponsorship at the Services Area and/or Venue;

- (viii) not exhibit, distribute or advertise as part of its Services or Sponsorship anything other than material within the general subject matter of the Services and in this connection, LITV reserves the right to require the CUSTOMER to remove any such material or cease any activity at LITV's sole discretion;
- (ix) conduct business at the Services only from the Services Area or other common areas allowed by LITV and shall not under any circumstances canvass other companies or visitors elsewhere within the Venue;
- (x) not solicit, advise, inform, invite, suggest to or encourage an Services attendee to leave the Venue or not to attend the activities of the Services;
- (xi) not contravene, breach or infringe: (a) any law, regulation or guideline of any Governmental Authority, including any fire and safety requirements; (b) any rules, codes of conduct or terms and conditions issued by the Venue Owner; (c) the conditions of any insurance, licenses, approvals or permits maintained or held by the Venue Owner or LITV in relation to the Services; or (d) any third party Intellectual Property rights;
- (xii) comply with the reasonable directions of LITV as to the exercise of the CUSTOMER's rights hereunder as LITV sees fit in the interest of the good management of the Services;
- (xiii) not bring any animals, reptiles, birds, rodents, or insects to the Venue or use them as part of any exhibit or display at the Services; and
- (xiv) be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the CUSTOMER or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors.

**Section 5.02      Rights of LITV and the Venue Owner**

The CUSTOMER agrees that:

- (i) LITV may without liability to the CUSTOMER rearrange or postpone the Services, substitute another venue for the Venue, substitute a Sponsorship package or make other reasonable changes to its deliverables under this Services Agreement, if, in the opinion of LITV, the commercial purpose of the Services and Sponsorship can be fulfilled by such rearrangement, postponement, substitution or changes;
- (ii) LITV, the Venue Owners and their contractors and agents shall be entitled to enter the Venue (including without limitation the Services Area) at any time for any purpose, including without limitation to execute works, repairs and alterations;
- (iii) LITV reserves the right at any time to make such alterations in the floor plan of the Services or in the specification for the CUSTOMER, at its discretion, it considers to be in the best interest of the Services, including without limitation, altering the size, shape or position of the Services Area;
- (iv) LITV and the Venue Owner reserve the right to refuse any person admission to the Venue and to cause to be removed any person from the Venue. LITV will issue official admission passes for visitors and none other shall be valid. The CUSTOMER will be supplied with a limited number of passes which are intended to be distributed to the CUSTOMER's employees or guests and which passes must be produced on request. Passes and tickets are only valid in the name of the person to whom they are issued or

sold. The CUSTOMER is prohibited from selling passes to the Services or exchanging passes issued by LITV for anything of value;

- (v) LITV reserves the right to reproduce the CUSTOMER's name and stand number, directional and/or other signs within or to the CUSTOMER's stand; and
- (vi) LITV reserves the right at all times to require prior approval before any contractor, subcontractor or agent of the CUSTOMER enters the venue and further shall have the right at all times to remove an employee, contractor, subcontractor or agent of the CUSTOMER with no liability whatsoever where said employee, contractor, subcontractor or agent poses a threat to the health, safety or wellbeing of attendees at the Services.

**ARTICLE 6  
FORCE MAJEURE**

**Section 6.01      Meaning of Force Majeure**

The expression "**Force Majeure**" shall mean:

- (i) war, hostilities (whether the war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or terrorism; or
- (ii) natural catastrophe including but not limited to earthquakes, pandemic, floods, subsidence, lightning, inclement weather or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take effective precautions; or
- (iii) riot and disorder, strike, lockout, labour unrest or other industrial disturbances; or
- (iv) action or inaction of Governmental Authority that has an impact upon the operation of business of LITV (including without limitation, restrictions or shut down on business or operation of LITV and/or Governmental Authority; restrictions on financial institutions, transportation or information distribution systems; or the revocation or refusal to grant any of the requisite consents or approvals, where such revocation or refusal is not due to the fault of LITV whose performance is to be excused); or
- (v) any failure, default, delay in performance or any act of omission of any nature whatsoever beyond the control of either Party.

**Section 6.02      Occurrence of Force Majeure**

- (i) If any Party is affected by Force Majeure event, it shall as soon as practicable notify the other Party of the nature and extent thereof.
- (ii) The Party affected by Force Majeure event shall not be deemed to be in breach of this Services Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance of any of its obligations to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other, and the time for performance of that obligation shall be extended accordingly.
- (iii) Notwithstanding any other provision of this Services Agreement, no occurrence of an event of Force Majeure shall relieve or suspend the CUSTOMER of its obligation to pay the Participation Fee or such other monies under this Services Agreement.

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### ARTICLE 7 TERM AND TERMINATION

#### Section 7.01 Term

This Services Agreement shall come into force on the date of communication to the CUSTOMER of the acceptance by LITV of the Order Form in accordance with Section 1.02 above until the Completion Date unless terminated in accordance with the provisions below subject always to Section 2.03 above.

#### Section 7.02 Termination by the CUSTOMER

The CUSTOMER may terminate this Services Agreement at any time before the Services Date upon written notice to LITV in the manner specified in Section 11. However, upon such termination the CUSTOMER shall be liable to pay to LITV the cancellation charges as stipulated in the Order Form.

#### Section 7.03 Termination by LITV

In addition to and without prejudice to any other rights of termination that LITV may be entitled to (whether or not pursuant to this Services Agreement), LITV shall be entitled to terminate this Services Agreement immediately if:

- (i) the CUSTOMER fails to make payment in accordance with the terms of this Services Agreement; or
- (ii) the CUSTOMER commits any breach of any of the provisions of this Services Agreement and, in the case of a breach capable of remedy, fail to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- (iii) the CUSTOMER becomes Insolvent.

For purposes of this Section 7.03, a breach shall be considered capable of remedy if the CUSTOMER can comply with the provision in question in all respects other than as to the time of performance (provided always that time of performance is not of the essence).

#### Section 7.04 Consequences of Termination

Upon termination of this Services Agreement by LITV for any reason, without prejudice to any other rights it may have, LITV may:

- (i) occupy the Services Area;
- (ii) remove and exclude the CUSTOMER from the Services Area and the Services;
- (iii) require the CUSTOMER to close its exhibit and/or withdraw all authorities for representatives of the CUSTOMER to attend the Services;
- (iv) remove, delete, or cover over any Sponsorship Materials;
- (v) resell advertising rights; or
- (vi) relicense the Services Area and the Sponsorship as it shall think fit.

Further, the CUSTOMER shall pay the cancellation charges as stipulated in the Order Form to LITV and in this connection, LITV shall be entitled to set off against any refundable Participation Fee. All the provisions of Sections 10.02 and 10.03 and any other provisions which are intended to survive the termination of this Services Agreement shall continue in force in accordance with their respective terms.

### ARTICLE 8 INDEMNITY AND LIABILITY

#### Section 8.01 Indemnity by CUSTOMER

The CUSTOMER shall indemnify and keep indemnified LITV from and against any and all losses, damages or liabilities suffered (whether criminal or civil) and legal fees and costs incurred by LITV resulting directly or indirectly from:

- (i) breach of any warranties, representations and/or covenants by the CUSTOMER;
- (ii) non-performance of and/or failure to observe any of the provisions under this Services Agreement; and/or
- (iii) unauthorised, malicious, fraudulent or dishonest acts by the CUSTOMER and/or its employees, personnel, agents or contractors.

#### Section 8.02 Limitation of Liability

- (i) To the extent permitted by the applicable laws, LITV's total liability to the CUSTOMER under this Services Agreement shall not in any event exceed half of the Participation Fee paid by the CUSTOMER.
- (ii) LITV takes no responsibility for the acts or omissions of any supplier of products or services recommended by the LITV to the CUSTOMER or appointed by LITV as suppliers (exclusive or otherwise) to the CUSTOMER or for inaccurate instructions.
- (iii) LITV shall not be liable and expressly hereby exclude responsibility for any loss, cost, expense or damage suffered by the CUSTOMER as a result of:
  - (a) any loss, theft, misuse or damage to property of the CUSTOMER, including without limitation exhibit items and other personal belongings of the CUSTOMER whilst such property is at the Venue;
  - (b) subject to applicable laws, any death or personal injury suffered by the CUSTOMER, its employees, personnel, agents or contractors.
- (iv) LITV does not accept responsibility and expressly excludes liability to the fullest extent permitted in law for any indirect or consequential loss or damage (including without limit loss of profit, loss of earnings, loss of opportunity, living expenses) howsoever arising, suffered by the CUSTOMER as a result of any breach by LITV of this Services Agreement or any other act or omission of LITV or its employees or agents.
- (v) The Parties acknowledge that the exclusions and limitations of liability hereunder are part of the consideration for the level of Participation Fee charged.

### ARTICLE 9 INSURANCE

#### Section 9.01 Insurance Maintained by CUSTOMER

The CUSTOMER must at first instance take out and maintain at all times public liability and employee liability insurance against personal injury, death and damage to or loss of property for a limit of indemnity of not less than the amount to be determined by LITV. The CUSTOMER must also take out and maintain at all times, employer's liability or workers compensation insurance that is deemed to be of a good standard by the insurance market within which the CUSTOMER is domiciled. LITV shall be allowed by the CUSTOMER to inspect certificates of insurance upon reasonable request.

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### ARTICLE 10 PERSONAL DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

#### Section 10.01 Personal Data

The CUSTOMER acknowledges and agrees that his/its personal data required for purposes of the Services, will be stored, recorded, held, operated, computerised or processed by LITV and/or third parties for purposes of this Services Agreement. The CUSTOMER hereby acknowledges that he/it has accessed to, read and understood the Privacy Notices made available and published on LITV's website at <https://lifeintransit.co>: and agrees to the contents contained in the Privacy Notices.

#### Section 10.02 Confidentiality

- (i) Except as provided by Section 10.02(ii) and 10.02(iii) below, the Parties shall, at all times during the continuance of this Services Agreement and after its expiry or termination:
  - (a) use their best endeavours to keep private Information as mentioned in LITV Privacy Notice on LITV's websites not to disclose to any other person; and
  - (b) not use any Confidential Information for any purpose other than the performance of the obligations under this Services Agreement.
- (ii) Subject to Section 10.2(iii) below, any Confidential Information may only be disclosed by the Parties to:
  - (a) any Governmental Authority; or
  - (b) any relevant employees, personnel, authorised representatives of the Parties;

to such extent only as is necessary for the purposes contemplated by this Services Agreement, or as is required by law and subject in each case to the Parties using their best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

- (iii) Any Confidential Information may be used or disclosed by the Parties to any other person, to the extent only that it is on the commencement date of this Services Agreement, or hereinafter becomes, public knowledge, though no fault of the disclosing Party (provided that in doing so the disclosing Party shall not disclose any Confidential Information which is not public knowledge).
- (iv) The provisions in this Section 10.2 shall survive the expiration or termination of this Services Agreement indefinitely.

#### Section 10.03 Intellectual Property

- (i) Any Intellectual Property rights arising in connection with any work produced by LITV in respect of the Advertisement and the Sponsorship shall be owned by LITV unless otherwise agreed in writing by LITV.
- (ii) Unless otherwise stated in writing the Intellectual Property rights of all materials provided by LITV shall remain vested in LITV and may not be reproduced without LITV's, or the Intellectual Property right owner's specific written consent.
- (iii) The provisions in this Section 10.2 shall survive the expiration or termination of this Services Agreement indefinitely.

### ARTICLE 11 NOTICES

#### Section 11.01 Notice and Language

- (i) Any notice or communication to be given under or in relation to this Services Agreement shall be in writing and in the English language and shall (without prejudice to any other manner of service) be deemed duly given:
  - (a) if delivered by hand; or
  - (b) five (5) days after sent by courier or by prepaid registered post; or
  - (c) by email,

to the respective addresses of the Parties as set out in this Services Agreement or such other addresses as the Party to be served has notified in writing for the purposes of this Services Agreement.

#### Section 11.02 Proof of Notice

- (i) In proving that a notice or other communication has been given, it will be sufficient to prove in the case of:
  - (a) a letter that such letter was (if sent by post) properly stamped, addressed and placed in the post or (if sent by courier) was properly addressed and was collected by the courier service for dispatch or (if by hand) was delivered or left at the current address; and
  - (b) an email that the sender has received an acknowledgement from the intended recipient (such as by the return receipt requested function, as available, return e-mail or other written acknowledgement).

- (ii) Notwithstanding the preceding provisions of this Article 11, if a notice or other communication is received by the recipient on a day which is after 5.00 pm on a business day, such notice or communication shall be deemed given on the next following business day at the commencement of such hours.

### ARTICLE 12 MISCELLANEOUS

#### Section 12.01 Governing Law

The construction, validity and performance of this Services Agreement shall be governed in all respects by the laws of Malaysia.

#### Section 12.02 Jurisdiction

The Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.

#### Section 12.03 Variations

No variation of this Services Agreement will be valid unless it is in writing and signed by or on behalf of each of the Parties. Notwithstanding the foregoing, LITV shall be entitled to make such direction, notice, statement and policy to complement this Services Agreement which shall be binding on the CUSTOMER.

#### Section 12.04 Severability

If any or any portion of the provisions of this Services Agreement becomes invalid, illegal or unenforceable in any aspect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall continue in force and effect.

#### Section 12.05 Non-Waiver

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STANDARD TERMS OF SERVICES AGREEMENT**

No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Services Agreement preclude any other or further exercise of it.

**Section 12.06     Assignment**

The CUSTOMER shall not have the right to assign or sub-contract any of its rights, duties or obligations under this Services Agreement without the written consent of LITV.

**Section 12.07     Entirety**

This Services Agreement supersedes any and all other agreements between the Parties pertaining in any manner to the subject matter hereof, and contains all of the covenants and agreements between the Parties with respect to the subject matter.

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