

**DIGITAL MEDIA STANDARD TERMS AND CONDITIONS
FOR PROVISIONING OF SERVICES
("STANDARD TERMS")**

1. Client's Agreement with Blaze

This Standard Terms will be deemed an integral part hereof for all purposes, apply to a variety of Services offered by Blaze and shall govern the relationship of the Parties. This Standard Terms together with the Proposal, Term Sheet and the, whichever applicable, shall embody the entire agreement of the Parties in relation to the Services and supersedes all prior understandings, communications and representations between the Parties, whether oral or written.

In the event of conflict in the Agreement, the following documents will be given the following order of priority:-

- (1) Term Sheet
- (2) The Standard Terms
- (3) The Proposal
- (4) Media order or purchase order issued by advertising agency to Blaze

Blaze may make changes to this Standard Terms from time to time and will upload the revised Standard Terms on the website: www.blaze.com.my. Client is advised to check the website for the latest updated version on a regular basis.

2. Definitions and Interpretations

2.1 Definitions

In this Standard Terms, the following words and expressions shall have the following meanings:-

"Accredited Clients" means client affiliated with The Association of Accredited Advertising Agents Malaysia (4As) or such client who is qualified for the accreditation arrangement with Blaze (as it deems fit).

"Act" means the Personal Data Protection Act 2010 including all guidelines, rules and, regulations and subsequent amendments.

"Ad" means any advertisement provided by Agency on behalf of an Advertiser.

"Advertisement Material" means any material in written form, pictures, images, artwork, active URLs for Online inventory, audio or video in the format acceptable by Blaze for the Services.

"Advertiser" means the advertiser for which Agency is the agent under an applicable IO or any advertiser who purchase Online inventory from Blaze.

"Affiliate" means any person or entity controlling, controlled by, or under common control with either the Client or Blaze, as applicable. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent) of a company.

"Agency" means the advertising agency listed on the applicable IO.

"Agreement" means (1) the Term Sheet, (2) the Proposal, (3) the Media Order and (4) this Standard Terms between Blaze and the Client in respect of the Services.

"Application" means a software application owned and/or managed/operated by the Blaze and/or its Affiliate and is designed to run on the Device and made available on the application distribution platform such as Apple App Store, Google Play, Windows Phone Store, BlackBerry App World and/or through any other different distribution platform whether known now or in the future.

"Blaze" means MEASAT Broadcasts Networks Systems Sdn Bhd. (Company No. 240064A), a company duly incorporated in Malaysia.

"Business Day" means a day other than Saturday, Sunday or a federal public holiday in Kuala Lumpur, Malaysia.

"Client" means an advertiser, a person, entity, firm, company, advertising agency and/or Accredited Clients who places a booking, or enters into an Agreement with Blaze for the Services.

"CPA Deliverables" means the Online inventory delivered by Blaze on a cost per acquisition basis.

"CPC Deliverables" means the Online inventory delivered by Blaze on a cost per click basis.

"CPL Deliverables" means the Online inventory delivered by Blaze on a cost per lead basis.

"CPM Deliverables" means the Online inventory delivered by Blaze on a cost per thousand impression basis.

"Deliverable" or "Deliverables" means the inventory delivered by Blaze or a Media Company (e.g., impressions, clicks, or other desired actions).

"Device" means any consumer electronic device, including without limitation personal computers, mobile phones, tablets, portable media players, smart TV, mobile gaming consoles and/or any device whether known now or in the future.

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"Fees" shall collectively means the Rates, fees, charges, costs and expenses payable by Client for the Services.

"IO" means a mutually agreed insertion order that incorporates these Standard Terms, under which a Media Company will deliver Ads on Sites for the benefit of Agency or Advertiser.

"Service Tax" means Service Tax or tax of similar nature required by law to be paid to the relevant authorities in Malaysia for the goods or services supplied hereunder.

"Intellectual Property" or "Intellectual Property Rights" means any and all vested, contingent and future intellectual property rights of whatever nature including without limitation scripts, storyboards, musical compositions, sound recordings, patents, registered designs, trademarks and service marks (whether registered or not), any copyrightable materials/documents, database rights, design rights and all similar property rights in any part of the world including those subsisting in inventions, concept, drawings, designs, computer programs, confidential information, goodwill and applications for protection of any of the above rights and all accrued rights of action and all other rights of whatever nature in relation to all media and throughout the world by virtue of or pursuant to any of the laws in force in each and every part of the world.

"Media Order" means the final agreed media order issued by Client to Blaze proposing the dates, times and/or Fees for the Services. It also includes IO that incorporates these terms which have been mutually agreed by Blaze in relation to the delivery of Ads on Sites for the benefit of Agency or Advertiser

"Media Company" means a publisher listed on the applicable IO which may include Blaze and its Affiliates.

"Media Company Properties" are websites specified on an IO that are owned, operated, or controlled by Blaze, its Affiliates and a Media Company.

"Network Properties" means websites, social media and applications that are not owned, operated or controlled by Blaze, but on which Blaze has a contractual right to serve advertisement.

"Party" means either Blaze or Client, individually.

"Parties" means collectively Blaze and Client.

"Product" means any product or goods provided by the Client for purposes such as promotional activity, sampling, distribution to public, contest prize, commercial, advertisement etc.

"Proposal" means (a) the proposal duly issued by Blaze and signed by the Client for Blaze's provision of Services (with

the list of the scope of services to be provided); and (b) Proposed Media Schedule.

"On-Ground" means events held outside in conjunction with any advertisement campaign or as requested by the Client.

"Online" means the any Deliverables to be provided via the internet through Websites, Applications, Network Properties, social media platforms and/or such other platform, whether known now or in the future, made available by Blaze from time to time.

"Rates" means the rates for the Services or any part of it as set out in the Rate Card issued by Blaze as may be amended from time to time.

"Rate Card" means the list containing the Rates and descriptions for various advertisement placement options.

"Services" means the agreed services to be provided by Blaze which may include advertisement services, spot buy, run of station, local insertion unit, music & radio streaming services, brand presence (Flexi Ad), sponsorship, promotional activities, production, campaign, contest, and event management, including broadcasting of live events.

"Term Sheet" means the document outlining the material commercial terms (in addition to the Standard Terms) apply to the Services offered by Blaze to the Client, which is signed by both Parties.

"Territory" means Malaysia and other jurisdiction as agreed between the parties in writing.

"Third Party Ad Server" or "Ad Delivery Platform" means a third party that will serve and/or track the Online inventory for Blaze.

"Transmission Date" means the start date and time of transmission of Services

"Website(s)" or "Sites" means Media Company Properties, Network Properties and all other all websites operated and/or managed by Blaze and/or its Affiliate from time to time.

2.2 Interpretations

In this Standard Terms, unless there is something in the subject or context inconsistent with such construction, or unless it is otherwise expressly provided:-

- (a) words denoting the masculine gender shall include the feminine or neuter gender and vice versa;
- (b) words denoting singular number shall include the plural number and vice versa;

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- (c) the headings of this Standard Terms are inserted for convenience only and are to be ignored in construing the provisions of this Agreement;
- (d) references to Clauses, Schedules, Annexes, Appendices, Exhibits, are unless stated otherwise, reference to Clauses, Schedules, Annexes, Appendices, Exhibits of this Agreement;
- (e) references to any statute, rule, regulation, order, directive shall be construed as references to such statute, rule, regulation, order or directive as respectively amended or re-enacted or as their operation is modified by any other statute, rule, regulation, order or directive;
- (f) all references to Blaze shall include its successors in title and assigns. All references to the Client shall include its successors in title and assigns; and
- (g) no rule of construction or interpretation of contracts shall apply to the disadvantage of Blaze for the reason that the it is responsible for the preparation of this Agreement or any part of it.

3. Services

3.1 Blaze shall not have any obligation to provide any Services if Client fails to comply with the terms and conditions of the Agreement.

3.2 Insertion Orders

- (a) From time to time, Agency may execute IOs that will be accepted as set forth in sub-section 3.2(b) below. As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.
- (b) Blaze will make commercially reasonable efforts to notify Agency of receipt of an IO signed by Agency if the specified inventory is not available. Acceptance of the IO and these Standard Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Blaze and Agency, or (ii) the display of the first Ad impression by a Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Blaze and Agency.

- (c) Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

3.3 Blaze reserves the right, in its absolute discretion, to do the followings (without prior consent from Client or without being liable to the Client or any other party for any reason whatsoever) :-

- (a) reschedule the Transmission Date if conflicts arise between Client's products and programmes including programme content or as a result of bookings for sponsorship;
- (b) reschedule the Transmission Date to give precedence to broadcast of any priority matter including but not limited to government announcements or for broadcast of live programmes;
- (c) reschedule to pre-empt any online inventory booked for the Services; or
- (d) reschedule the Services in the manner as Blaze deem fit.

3.4 Ad Placement And Positioning

- (a) Blaze will comply with the IO, including all Ad placement restrictions, and, except if it breaches regulations, rules and laws relating to advertising and content, will create a reasonably balanced delivery schedule. Blaze will provide, within the scope of the IO, an Ad to the Website specified on the IO when such Website is visited by an Internet user. Any exceptions will be approved by Agency in writing.
- (b) Blaze will use commercially reasonable efforts to provide Agency at least 5-days prior notification of any material changes to the Website that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Agency's and Advertiser's sole remedy for such change, Agency may cancel the remainder of the affected placement without penalty within the 5-day notice period.
- (c) Blaze will submit or otherwise make electronically accessible to Agency final technical specifications within 10 business days of the acceptance of an IO. In the event of any changes by required by Blaze or a Media Company to the specifications of already-purchased Ads after that 2 business day period will allow Advertiser to suspend delivery of the affected Ad for a reasonable time (without impacting the end date,

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unless otherwise agreed by the parties) in order to (i) send revised Advertising Materials; (ii) allow to resize the Ad and final creative to be approved by Advertiser, as well as within a reasonable time period to fulfil the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within 5- days, immediately cancel the remainder of the affected placement without penalty.

- 3.5 All programme content on the Websites, Applications, Network Properties and social media platforms and the time of transmission of such programmes shall be entirely within the sole discretion of Blaze and Blaze shall not be liable to the Client for any failure to transmit any programme advertised in any publication or failure to transmit any programme at an advertised time.
- 3.6 If any Services include a contest, event or program on which Blaze may be liable thereunder, the Client agrees that the terms and conditions for such contest, event or program shall be governed by Blaze's basic terms and standard terms, Blaze privacy policy and notice and conditions for such contest, event or program.
- 3.7 In the event the Client books third party's advertisement inventory services through Blaze, such booking will also be subject to the terms and conditions of such third party advertisement inventory service provider and the Client agrees that Blaze shall not in whatsoever manner be held liable or responsible of such third party advertisement inventory service provider's failure or default to provide the services or be held liable or responsible for any expenses, cost or damages that may be incurred by the Client arising from such booking through Blaze. Where Agency uses a Third Party Ad Server, Blaze will not provide any bonus impressions and if any is provided it will not be more than 10% above the Deliverables specified on the IO. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. If a Third Party Ad Server is being used and Agency shall immediately notify Blaze that the guaranteed or capped levels stated on the IO have been reached, Blaze will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Blaze may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Advertiser but only (A) after such notice has been provided, and (B) to the extent such charges are associated with over delivery

by more than 10% above such guaranteed or capped levels.

3.8 Additional terms with regard to Online Services –

- (a) Blaze will use commercially reasonable efforts to provide the Client prior notification of any material changes to the Websites, Applications, Network Properties and social media platforms that would materially change the target audience or materially affect the size of placement of the advertisement specified in the IO/Media Order and will take commercially reasonable efforts to provide a reasonably balanced delivery schedule if changes results in any changes.
- (b) Should there be any change to the technical specification of the already-purchased Online inventory, (i) the Client may send to Blaze the revised Advertisement Material within 2 Business Days; or (ii) the Client may request Blaze to resize the Advertisement Material within a reasonable time period to fulfil the guaranteed levels (if any); or (iii) the Client may accept a comparable replacement; or (iv) if the Parties are unable to negotiate an alternate or comparable replacement in good faith within 5 Business Days, immediately cancel the remainder of the affected Online inventory without penalty.
- (c) Blaze acknowledges that certain Clients may not want their advertisement placed adjacent to certain content that promotes violence, racism, pornography or etc ("Editorial Adjacency Guidelines"), Blaze will use its commercially reasonable efforts to comply with such Editorial Adjacency Guidelines set out by the Clients in the Agreement (if any) with respect to the advertisement that will appear on the Websites and Applications, although Blaze and/or its Affiliate will at all times retain editorial control over such properties. For advertisement that will appear on the Network Properties, the Client agrees that Blaze's sole responsibility with respect to compliance with these Editorial Adjacency Guidelines set out by the Clients in the Agreement (if any) will be to obtain contractual representations from its participating network publishers that the latter will comply with such Editorial Adjacency Guidelines. Should the advertisement appear in violation of the Editorial Adjacency Guidelines, the Client's sole and exclusive remedy is to request in writing that Blaze removes the advertisement and provide makegoods, or if no makegood can be agreed upon, issue a credit to the Client equal to the value of such Online inventory or not to invoice

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the Client for such advertisement. After the Client notifies Blaze that specific advertisement is in violation of the Editorial Adjacency Guidelines, Blaze shall make commercially reasonable efforts to correct such violation. Notwithstanding the foregoing, Client acknowledges and agrees that it will not be entitled for any remedy for violation of the Editorial Adjacency Guidelines resulting from (i) advertisement being placed at locations other than the agreed properties, or (ii) the advertisement being displayed on properties that the Client is aware, or should be aware, may contain content in potential violation of Editorial Adjacency Guidelines. For any page on the properties that primarily consists of user-generated content, the preceding paragraph will not apply.

- (d) Blaze will track delivery through its ad-delivery platform, ad server and/or its approved Third Party Ad Server to run on its properties. Where the Client is using a Third Party Ad Server and that Third Party Ad Server cannot serve the advertisement, the Parties may agree for Blaze to serve the advertisement in other online inventory used by Blaze for its own or other's advertisement. In any event, Blaze shall not be held liable for whatsoever expenses, damages and losses that may be incurred by the Client arising therefrom.
- (e) Blaze will monitor delivery of the advertisement and will notify the Client either electronically or in writing as soon as possible if Blaze believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the Client and Blaze may arrange for a makegood. If actual deliverables fall below guaranteed level set out in Media Order, and/or if there is any omission of any advertisement (placement or creative unit), Client and Blaze will use commercially reasonable efforts to agree upon the conditions of a makegood flight. If no makegood can be agreed upon, Client may execute a credit equal to the value of the under-delivered portion of the Media Order for which it was charged. In no event will Blaze provide a makegood or extend any advertisement beyond the period set forth in the Media Order without the prior written consent of the Client. If a Media Order contains CPA Deliverables, CPM Deliverable, CPL Deliverables, or CPC Deliverables, the predictability, forecasting and conversions for such deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available and for clarity client will be charged based on the actual deliverables delivered.

4. Advertisement Material

- 4.1 All Advertisement Material shall comply with the requirements set forth by Blaze, including but not limited to Client shall ensure that it has the rights to use the music in the Advertisement Material. If, (1) any Advertisement Material fails to adhere strictly to the law, by-laws, regulations, guidelines, rules, policy, instructions, notices and/or directions issued by Blaze and/or any appropriate body, licensor, authority, from time to time; or (2) Blaze otherwise in its sole discretion deems such Advertisement Material to be unfit or inappropriate, Blaze may at its own discretion, without liability: (a) refuse or decline to provide such Services until such Advertisement Material complies with such requirements; (b) cancel the booking and at its discretion impose a surcharge under Sub-Clause 9.1 below as if a cancellation had been made by the Client; (c) fade, edit or cut the Advertisement Material or any part thereof to ensure compliance; or (d) request Client to resubmit such Advertising Material and Blaze shall not be liable for any error or accidental misuse of such Advertising Material.
- 4.2 Advertisement Material shall be clearly labelled and marked, where applicable, with (a) name of Client, (b) name of advertising agency, (c) name of advertiser, (c) brand name of product, (d) description of Client's product and (d) commercial title. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
- 4.3 If Advertising Materials are not received by the IO start date, Blaze will begin to charge the Advertiser on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Blaze is not required to guarantee full delivery of the IO. Blaze and Agency will negotiate a resolution if Blaze has received all required Advertising Materials in accordance with this Clause 4 but fails to commence a campaign on the IO start date.
- 4.4 Blaze shall store the Advertisement Material for up to fourteen (14) days from the last date when the Services has been rendered. Client must collect the Advertisement Material within that period; failing which, Blaze may at its sole discretion, without liability destroy such Advertisement Material without further notice to the Client.
- 4.5 Blaze shall not be held liable for any loss and/or damage howsoever caused to the Advertisement Material or Product. If Advertising Materials provided

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by Agency are damaged, not to Blaze's specifications, or otherwise unacceptable, Blaze will use commercially reasonable efforts to notify Agency within three (3) business days of its receipt of such Advertising Materials.

- 4.6 Recorded audio shall be clearly labelled and marked with (a) audio track designations and language of the audio track (b) duration of the audio track, (c) date of recording, (d) particulars of producer and/or production house.
- 4.7 Client shall bear all cost and expenses including but not limited to production cost (including but not limited to cost incurred in obtaining the rights to use third party's music in the Advertisement Materials) and translation fee.
- 4.8 The Intellectual Property Rights of Advertisement Materials produced for the purpose of co-branding between Blaze and the Client shall be fully vested upon Blaze.
- 4.9 General

- (a) If script is provided by Client, such script must first be delivered to and approved by Blaze. Where Blaze deems fit, it has the right to amend and alter the script. Upon such approval, Blaze will return the script to Client for recording. Such recorded audio must be delivered to Blaze at least one (1) Business Day before the Transmission Date or provisioning of Services. Where Blaze re-record and/or edit such Advertisement Material for Client, Client shall bear all costs, charges and expenses for such rerecord/ or editing work. Recorded audio material shall be in the form of:-
- If Audio CD - 44100hz , 16 bit Stereo;
 - If Wave - 44100hz , 16 bit Stereo;
 - If MP3 - 256kbps or 320kbps Stereo.

If format provided by Client is not in conformity with the above, Blaze may correct, dub, re-format such Advertisement Material and in such case, Client shall bear all costs, charges and expenses incurred in such correction, dubbing and/or reformatting.

- (b) If script is to be prepared by Blaze for Client, detailed information must be provided by Client at least seven (7) days before the Transmission Date or provisioning of Service. Blaze will then prepare a draft script for Client's approval. During this period, Blaze may propose voice talents and the cost involve and the production recording date. The author of the script is Blaze and the copyright thereof shall vest in Blaze. For clarity, any repeat use of the script by Client is subject

to the written consent of Blaze and subject to any payment as may be deem fit by Blaze.

Client shall approve, amend, and/or reject such script within twenty-four (24) hours from the date the script was given to Client. If Blaze fails to receive the final approval of the script within twenty-four (24) hours, Blaze will not confirm the booking of studio for recording. If Client approves the draft script, Client must duly sign and affix with its company stamp on the approved script and fax/email it back to Blaze. If Client wants a new concept, Client acknowledges and agrees that Blaze may not be able to produce/record such script for transmission on the first Transmission Date and such Transmission Date will change accordingly or may not be able to produce/record such scrip in time for the provisioning of Services. Client acknowledges that any sound recordings produced by Blaze or its affiliates is own by Blaze and any repeat use of such sound recordings shall be subject to the written consent of Blaze and subject to any payment as may be deem fit by Blaze.

During recording session of the approved script, Client must be present at least 15 minutes before the recording. Recording must be done within allocated time and Blaze does not warrant that studio will be available at any point of time. Such presence is required to give immediate and final approval on any of the following: -

- voice direction;
- voice pronunciation;
- music & sound effects; and/or
- final mix.

Changes shall not be made after completion of the commercial production. Client acknowledges and understands that any changes required after completion of commercial production (a) shall incur additional any and all type of charges payable by Client, (b) Blaze will not be able to re-record such commercial and will affect the Transmission Date whereupon Client shall continue to pay for the Fee for each and every affected Transmission Date or may affect the provision of Services.

4.10 Other Online Requirements.

Client shall comply with the following requirements when submitting the online material:-

- (a) Specification for images and logos:-
- Adobe Photoshop (*.psd),
 - Adobe illustrator (*.ai),
 - JPEG (*.jpg), and/or
 - GIF (*.gif).

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(b) Specification for audio file:-

- .wav,
- .mp3, or
- .asf.

(c) Specification for video files:-

- .avi,
- .mpg, or
- Quicktime(.mov)
- .mp4

(d) Specification for digital banner:-

- To be advised by Blaze from time to time

If Advertisement Materials are not received by the Media Order start date, Blaze will begin to charge the Client on the Media Order on a pro-rata basis based on the full Media Order, excluding portions consisting of performance based, non-guaranteed inventory, for each full day of the Advertisement Materials are not received. If the Advertisement Materials are late, Blaze is not required to guarantee full delivery of the Media Order.

4.11 Other On-Ground Requirements

In the event Clients require Blaze to hold on-ground event as part to the Services; Client shall comply with the following requirements when submitting the on-ground material:-

(a) Specification for text document:-

- Microsoft Word (.doc), or
- Plain text document (.txt)

(b) Specification for images and logos:-

- Adobe Photoshop (*.psd),
- Adobe illustrator (*.ai) with a version CS3 above,
- JPEG (*.jpg),
- PNG, and/or
- GIF (*.gif).

(c) Specification for audio file:-

- .wav,
- .mp3, or
- .asf.

(d) Specification for video files:-

- .avi,
- .mpg, or
- Quicktime(.mov)
- .mp4

5 Rejection of Client's Product

5.1 Blaze shall have the absolute discretion, without liability, for any reason whatsoever to reject any Product proposed to be delivered by Client to Blaze for promotional activity, sampling, distribution to public, contest prize, commercial, advertisement etc.

5A . Third Party Ad Serving And Tracking (Applicable If Third Party Ad Server Is Used)

(a) Ad Serving and Tracking. Blaze will track delivery through its ad server and, provided that Blaze and/or any other Media Company has approved in writing a Third Party Ad Server to run on its properties, Agency will track delivery through such Third Party Ad Server. Agency may not substitute the specified Third Party Ad Server without Blaze's prior written consent.

(b) Controlling Measurement. If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO ("Controlling Measurement") will be determined as follows:

- i. Except as specified in this Clause, the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the "IAB/AAAA Guidelines").
- ii. If both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to Blaze in an electronic form that is approved by Blaze; provided, however, that Blaze must receive access to such interface in the timeframe set out below.
- iii. If neither party's ad server is compliant with the IAB/AAAA Guidelines or the requirements in subparagraph (ii), above, cannot be met, the Controlling Measurement will be based on Blaze's ad server, unless otherwise agreed by Agency and Blaze's in writing.

(c) Ad Server Reporting Access. As available, the party responsible for the Controlling Measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day after campaign launch. The other party will notify the party with Controlling Measurement if such party has not received such access. If such online or automated reporting is not available, the party responsible for the Controlling Measurement will provide placement-level activity reports to the other party in a timely manner, as mutually agreed to by the parties or as specified in sub-clause(b), above, in the case of Ads being served

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by Blaze or other Media Company. If both parties have tracked the campaign from the beginning and the party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other party may use or provide its ad server statistics as the basis of calculating campaign delivery for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more Advertisers, in which case new access for each IO is not necessary.

(d) **Discrepant Measurement.** If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the parties will facilitate a reconciliation effort between Blaze and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Agency reserves the right to either:

- i. Consider the discrepancy an under-delivery of the Deliverables as described in sub-clause (b) above, whereupon the parties will act in accordance with the provisions therein, including the requirement that Agency and Blaze make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or
- ii. Pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

€ **Measurement Methodology.** Blaze will and will cause other Media Company to make reasonable efforts to publish, and Agency will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

(f) **Third Party Ad Server Malfunction.** Where Agency is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Agency will have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by Agency of a non-functioning Third Party Ad Server, Blaze and/or an affected Media Company will have 24 hours to suspend delivery. Following that period, Agency will not be held liable for payment for any Ad that runs within the immediately following 72-hour period until the company is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and Agency has

not provided written notification that the parties can resume delivery under the IO, Advertiser will pay for the Ads that would have run, or are run, after the 72-hour period but for the suspension, and can elect whether to serve Ads until the Third Party Ad Server is able to serve Ads. If Agency does not so elect for Blaze or affected Media Company to serve the Ads until Third Party Ad Server is able to serve Ads, Blaze may use the inventory for its own advertisements or advertisements provided by a Third Party.

(g) **Third Party Ad Server Fixed.** Upon notification that the Third Party Ad Server is functioning, the delivery of the Ads will resume within 72 hours. Any delay in the resumption of delivery beyond a 86 hours period, without reasonable explanation, will result in Blaze or the affected Media Company owing a makegood to Agency.

6 Suspension of Services

6.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, BLAZE MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, SUSPEND, PRE-EMPT, INTERRUPT THE PROVISION OF SERVICES OR OTHERWISE TERMINATE THE AGREEMENT, WITHOUT LIABILITY, IF ANY ONE OF THE FOLLOWING EVENTS OCCUR:-

- (a) CLIENT BREACHES ANY OF THE TERMS AND CONDITIONS OF THE AGREEMENT;
- (b) THE ADVERTISING MATERIAL FAILS TO COMPLY TO ANY INSTRUCTIONS GIVEN BY BLAZE;
- (c) IT IS IN BLAZE'S OPINION THAT THE PROVISION OF SERVICES IS OR MAY BE IN VIOLATION OF ANY ACTS, STATUTES OR LAWS, POLICY, RULES AND/OR REGULATIONS, AND/OR ORDER INSTRUCTIONS, NOTICES, AND/OR DIRECTIVES IMPOSED/ISSUED BY THE APPROPRIATE AUTHORITY;
- (d) IT IS IN BLAZE'S OPINION THAT THE PROVISION OF SERVICES IS OR MAY BREACH THE INTELLECTUAL PROPERTY RIGHTS OR ALLEGED RIGHTS OF A THIRD PARTY;
- (e) THE PROVISION OF SERVICES MAY RESULT IN OR POTENTIALLY RESULT IN ANY CLAIM, CHARGE, INVESTIGATION, ACTION, SUIT OR PROCEEDING (WHETHER CIVIL OR CRIMINAL) ASSERTED OR INSTITUTED BY A THIRD PARTY OR GOVERNMENTAL AUTHORITY;
- (f) TECHNICAL FAILURE;
- (g) TESTING, REPAIR, ADJUSTMENT, MAINTENANCE, RECONFIGURATION OF ANY COMPONENT OR EQUIPMENT OF THE TELECOMMUNICATION INFRASTRUCTURE OR DIGITAL PLATFORM; AND/OR
- (h) ANY OTHER REASON AS IT DEEMS FIT BY BLAZE.

6.2 Blaze will endeavour to resume the Services as soon as possible once the above events have been settled to the satisfaction of Blaze at its sole and absolute

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discretion. Any advance Fees paid shall not be refunded during the period of suspension.

7 Client's Warranties, Covenants & Undertaking

7.2 Client represents and warrants that:-

- (a) it has the full power and authority to enter into and to perform this Agreement;
- (b) the performance of the obligations and duties of this Agreement will not violate any agreement to which the Client is a party or by which it is otherwise bound;
- (c) it has and shall maintain all licenses, permits, consents, approvals and other statutory requirements (including those required by foreign or international law) applicable to carrying out Client's business, and complied with all conditions requirements involved in the carrying of such business;
- (d) the Advertising Material provided to Blaze shall comply in all material respects with all applicable laws, by-laws and regulations governing the same, business carried out by Client and the provision of Services hereunder;
- (e) it has obtained and paid in full all the necessary consents, permits, approvals, licenses, from all the relevant body, authority, licensors for the use of the Advertisement Material for the provision of the Services and such Advertisement and provision of such Services shall not contravene any such consents, permits, approvals, and/or licenses; and
- (f) All information required by and furnished by Client to Blaze in connection with or for the purpose of any of the Services provided hereunder are correct and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and nothing herein shall imply any obligation on the part of Blaze to verify the accuracy and authenticity of such information.

7.3 Client hereby covenants & undertakes with Blaze as follows:-

- (a) to pay all Fees in accordance with the terms and conditions of this Agreement;
- (b) to observe perform and comply with this Agreement, law, by-laws, rules, policy, instructions, notices or directions issued by Blaze and/or any appropriate body, licensor, authority, from time to time;
- (c) to check with the applicable, rules, policy, this Standard Terms made available by Blaze from time to time and make the necessary enquiries with Blaze to understand and ascertain the nature of the Services subscribed or used by Client and the applicable Fee associated with the Services;

- (d) to obtain such consents, permits, approvals, licenses, from all the relevant body, authority, licensors for the use of the Advertisement Material where required or desirable and to furnish copies of the same upon request by Blaze;
- (e) to fully pay for all the necessary consents, permits, approvals, licenses, from all the relevant body, authority, licensors and to provide evidence of such payment upon request by Blaze; and
- (f) to insure and keep insured Client's Advertising Material and Product against all risks (including without limitation, fire flood, and other perils) up to the replacement value thereof and to ensure that and that all such insurance policies shall include a waiver by the insurer of its rights of subrogation against Blaze and name Blaze as a co-insured.

8 Rate Structure

8.1 Unless otherwise expressly agreed between Blaze and the Client, the Rates charged for the Services shall be as set out in the Rate Card, as amended from time to time at the sole discretion of Blaze.

9 Cancellations

9.1 Without Cause. Unless designated on the IO as non-cancelable, Client may cancel the entire IO, or any portion thereof, as follows:

- (a) With less than 14 days' prior written notice to Blaze, a penalty of 100% of Fee, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.
- (b) between 14 days' but less than 30 days' prior written notice to Blaze, a penalty of 50% of Fee, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.
- (c) With not less than 30 days' prior written notice to Blaze with a penalty of 10% of Fees, for any flat fee-based or fixed-placement Deliverable, including, but not limited to, roadblocks, time-based or share-of-voice buys, and some types of cancelable sponsorships.
- (d) Advertiser will remain liable to Blaze for amounts due for any custom content or development ("Custom Material") provided to Advertiser or completed by Blaze, or its third-party vendor prior to the effective date of termination. For IOs

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that contemplate the provision or creation of Custom Material, Media Company will specify the amounts due for such Custom Material as a separate line item. Advertiser will pay for such Custom Material within 30 days from receiving an invoice therefore.

- 9.2 Short Rates. Short rates will apply to canceled buys to the degree stated on the IO.

For absolute clarity, only the Director and/or General Manager of Blaze Digital Media Sales will have the authority to cancel any of the IO and grants short rate for the IO.

- 9.3 The above shall not be applicable for any agreement for sponsorship, if there is such agreement.

10 Billings

- 10.2 Unless otherwise agreed in writing by Blaze, Client shall make full payment of the Fees including service tax within fourteen (14) days from the date of receipt of an invoice from Blaze or before the provisioning of the Services, whichever earlier.

- 10.3 All amounts payable by Client under the Agreement shall be made without any deduction set-off or counterclaim except in accordance with Clause 11.

- 10.4 Client acknowledges and agrees that non-receipt of any invoice shall not release Client from its obligations to pay Blaze and it shall be Client's responsibility to request from Blaze for the invoice which it has not received for any given billing period.

- 10.5 In the event Client shall fail to pay Blaze the Fees due and payable or any part thereof, Blaze shall be entitled to appoint debt collectors, institute legal action against Client for the recovery of the outstanding Fee and/or other monies payable by Client hereunder. In the event Blaze shall appoint debt collectors or institute legal action against Client pursuant to the foregoing provisions, Client shall be liable to indemnify and pay all fees, costs and disbursements (including but not limited to solicitors fees and courts fees) incurred by Blaze in connection with such collection by such debt collector or legal action on a solicitors and client basis.

- 10.6 Client hereby agrees that any dispute in relation to the quality of the Services to be provided by Blaze SHALL NOT BE USED as a ground or basis for the delay or non-payment of the outstanding Fee and/or other monies payable pursuant hereto.

- 10.6 IF CLIENT IS AN ADVERTISING AGENCY, CLIENT UNDERSTANDS AND AGREES TO THE FOLLOWING:-

- (A) YOU SHALL BE JOINTLY AND SEVERALLY LIABLE WITH YOUR PRINCIPAL/CLIENT FOR ALL PAYMENTS TO BLAZE;
- (B) ALL FEES DUE AND PAYABLE MUST BE SETTLED NOTWITHSTANDING THE FACT THAT ADVERTISING AGENCY'S PRINCIPAL/CLIENT REFUSES AND/OR NEGLECTS TO PAY THE FEES AND/OR ALL MONIES PAYABLE TO ADVERTISING AGENCY OR ACCREDITED CLIENT.

11 Dispute on Invoice

- 11.2 If Client disputes an invoice issued by Blaze, Client shall give written notice to Blaze within seven (7) days from the date of receipt thereof specifying: (a) the entry and/or the amount in dispute, (b) the reasons why such entry and/or amount is disputed; and (c) any written records or documentary evidence supporting Client's dispute.

- 11.3 Client hereby irrevocably agrees that in the event that Client fails to give Blaze any notice in writing disputing any of the entries specified in an invoice within seven (7) days from the date of receipt thereof, then Client shall be deemed to have accepted the entries specified in the invoice as correct and accurate and such invoice shall be binding and conclusive evidence against Client of the correctness and accuracy of the entries specified therein and the amount due and owing by Client to Blaze in a court of law, save for any manifest error.

- 11.4 Upon receipt of a written notification disputing any invoice, the Parties shall in good faith, settle the dispute.

- 11.5 For the avoidance of doubt, the Client may only withhold payment on the disputed amount only and shall be required to make timely payments on all other invoiced amounts.

12 Tax

- 12.1 All sums payable under the Agreement(s) are exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is the Client's obligation) and if the Client is required to deduct from any payment hereunder any Service Tax, value added or withholding taxes, imposts, duties or charges imposed on the Client, Blaze or otherwise howsoever, the Client shall pay to Blaze such additional sum so as to enable Blaze to receive in full the payment that would otherwise have been payable to Blaze.

- 12.2 If Service Tax or tax of similar nature is required by law to be paid by Blaze to the relevant authorities in Malaysia for the goods or services supplied hereunder, Client shall on demand pay to the Blaze a sum equal to

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the amount of such Service Tax. In the case where Service Tax is applicable, the Client acknowledges that any sum set out in this Agreement or otherwise payable by the Client to Blaze pursuant to this Agreement shall be deemed to be exclusive of any Service Tax.

13 Late Payment Charges

13.2 Blaze shall be entitled to charge and Client shall be liable to pay Blaze late payment charges on all overdue Fees at the rate of 1.5% per month (or 18% per annum) with daily rests or such other rate as Blaze may prescribe from time to time, calculated from the day following the due date thereof to the date of actual payment by the Client of the full outstanding amount plus accrued interest.

14 Intellectual Property Rights

14.2 Client including its Affiliates agrees that Blaze and its Affiliates (collectively "Blaze") is and shall remain the exclusive owner of its Intellectual Property Rights, and is protected by applicable copyright, trademark, trade secret, patent or other proprietary rights and laws and all Advertisement Materials that Blaze has created or developed for an advertisement campaign. Unless otherwise agreed in writing by Blaze, the Client shall not use or publish any of the Advertisement Material on its own website, platform or social media.

14.3 Blaze does not grant Client any right to any of its trademarks ("Blaze Marks") and Blaze is the worldwide owner of the Blaze Marks (whether registered or unregistered) and retains all right, title and interest in and to the Blaze Marks.

14.4 Client recognizes and acknowledges the great value of the goodwill vested in the Intellectual Property Rights of Blaze and has acquired a strong reputation and primary meaning in the minds of the public.

14.5 Except for any Advertising Material produced, developed or created solely by Client, all concept, artwork, drawings, designs, audios, videos and/or any other product or material in any form and format develop, produced and/or created by Blaze ("collectively as "Work") shall belong solely and exclusively to Blaze and shall not be considered as "works made for hire" unless expressly stated otherwise in the Media Order.

14.6 Client grants Blaze a non-exclusive, royalty free, license to use the Client's trademark and brand name in the Services to be provided by Blaze to Client.

14.7 Notwithstanding any use by Blaze of the Client's trademark and brand name in the Services provided by Blaze to Client, Client acknowledges and agrees that Blaze shall be the sole owner of all Intellectual Property Rights of the Work. If for any reason whatsoever a court of competent jurisdiction determines that the Intellectual Property Rights of the Work belong to Client, Client shall upon request of Blaze, immediately execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Blaze all rights allocated under this clause or to transfer, perfect, obtain, confirm and enforce any such rights and will cause its personnel to do the same. Client hereby irrevocably designates and appoints the Blaze and its duly authorised officers and agents as its agent and attorney-in-fact, to act for and on its behalf, in the event the Blaze is unable after reasonable efforts, to secure Client's signature on any application for patent, copyright or trademark registration or other documents regarding any legal protection, to execute and file any such application or applications or other documents and to do all other lawfully acts to register, transfer, perfect, obtain, confirm and enforce patents, copyrights or trademarks or any other legal protection with the same legal force and effect as if executed by it. Upon transfer of such right, the Blaze may register the intellectual property to the Work and any derivative work in the Territory and in any and all countries and jurisdictions, and take such further steps as it deems fit to provide legal protection to intellectual property relating to the Work.

14.8 In the event Client wishes to use any of the Work for any other purpose other than the provision of Services by Blaze, Client shall first obtain a written consent from Blaze and pay such additional Fee at a rate to be mutually agreeable between the Parties.

14.9 The Client understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use of its Intellectual Property Rights and that injunctive relief would be appropriate to prevent any actual or threatened use of such Intellectual Property Rights.

15 Personal Data Protection

15.1 The Client hereby undertakes that it shall fully comply with the provisions of the Act applicable to the processing of personal data as defined in the Act and specifically, that personal data of individuals disclosed to the Client pursuant to the Services ("Disclosed Data") shall not be used for purposes not connected with the Services without the consent of such individual.

15.2 The Client shall immediately notify Blaze in the event of any claim or complaint from any data subject of

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Disclosed Data and/or where there has been an event of non-compliance with the Act by the Client, whether discovered by the Client or forming the subject of an investigation and/or action by the relevant authorities.

15.3 All Disclosed Data is the property of Blaze and is considered Confidential information of Blaze. Any other use of such Disclosed Data shall subject to Blaze's written approval.

15.4 The Client acknowledges that it has read, understood and agreed to the terms of the Privacy Notice available on the website: www.Blaze.com.my and consent to the processing of such personal data of Client's directors, officers, servants and/or its other representatives by Blaze.

16 Confidential Information

16.2 Client acknowledges that it will have access to certain confidential information and materials of Blaze concerning its business, pricing, Rates, subject matter, plans, customers, technology, and products, design, know-how, concept, trade secret ("Confidential Information"). Confidential Information will include, but not limited to, Blaze's proprietary software and customer information. Client agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's solicitors, accountants and other advisors as reasonably necessary), any of Blaze's confidential information and will take reasonable precautions to protect and safeguard the confidentiality of such information from disclosure to others, using the same degree of care used to protect its own Confidential Information.

16.3 Exception

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

- (a) is known to the Client prior to receipt from Blaze directly or indirectly from a source other than one having an obligation of confidentiality to Blaze;
- (b) becomes known (independently of disclosure by Blaze) to the Client directly or indirectly from a source other than one having an obligation of confidentiality to Blaze;
- (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Client; or
- (d) is independently developed by the Client.

16.4 Remedies

Notwithstanding anything to the contrary in this Agreement, in the event any breach of this Clause, Blaze shall be entitled to any remedies available at law and/or in equity.

17 Indemnities by Client

17.2 Client shall indemnify and hold Blaze, its Affiliates, officers, directors, employees, contractors agents and assignees (collectively "Indemnified Parties") harmless from and against any and all claims including and without limitation:-

- (a) any and all claims, demands costs, expenses, losses, liabilities or damages (including but not limited to, legal fees on a solicitor and client basis, costs of investigation and cost of suit), of whatever kind or character, on account of any actual or alleged loss, injury or damage to any contestant, participant, any person, firm or corporation or to any property (collectively "Claims"), arising from or in connection with Blaze's provision of the Services under the Agreements;
- (b) any Claims for libel, slander, invasion of privacy, or infringement of intellectual property, copyright, trademark, patent or other contractual or proprietary right, or any other tortious injury arising from the provision of the Services;
- (c) any Claims by a third party relating to the failure or interruption of, or defect in, the Services provided under the Agreement;
- (d) any Claims or dispute between the Client and/or the Advertiser and any third party and/or any of the Client's and/or the Advertiser's customers;
- (e) any Claims arising from the breach by the Client of any obligations under this Agreement;
- (f) any Claims or disputes arising from any representation that the Client makes to any third party with respect to Blaze or the Services;
- (g) any Claims, whether civil or criminal, which Blaze may suffer as a result or arising from the provision of the Services; and/or
- (h) any Claims or dispute between the Client and/or the Advertiser and any third party and/or any of the Client's and/or the Advertiser's customers as a result of a violation of third party's intellectual property rights.
- (i) any Claims, fine, penalty or consequences arising from the breach of any laws or regulations of the Territory, including but not limited to censorship and advertising regulations, data protection laws as well as breach on the part of the Client of any warranties, covenants, obligations and undertaking given by the Client to any relevant government or quasi-government authority relating to the provision of the Services or by reason of Blaze acting on behalf of the Client, at

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the request and on the instructions of the Client, in any correspondence or communications whatsoever with such authorities.

NEGLIGENCE OF BLAZE, ITS EMPLOYEE, PERSONEL, CONTRACTORS, SERVANTS AND/OR AGENTS.

18 Limitations of Liabilities and Disclaimer

18.2 NEITHER BLAZE NOR ITS AFFILIATES SHALL IN ANY EVENT INCUR ANY LIABILITY WHATSOEVER FOR FAILURE TO PROVIDE THE SERVICE FOR ANY REASON WHATSOEVER INCLUDING BUT NOT LIMITED TO:-

- (a) AN EVENT OF FORCE MAJEURE AS PROVIDED IN CLAUSE 21.3;
- (b) DELAYS, BLACKOUTS, AND/OR ANY ERRORS IN THE PROVISION OF SERVICES OR ANY PART THEREOF;
- (c) THE LOSS OF DATA, PROGRAMMES OR INFORMATION OR CORRUPTION OF THE DATA, PROGRAMMES OR INFORMATION;
- (d) INTERFERENCE FROM OTHER COMMUNICATION SYSTEMS DURING THE PROVISION OF SERVICES WHETHER THROUGH ONLINE, OR ON GROUND;
- (e) INTERRUPTIONS DUE TO THE MAINTENANCE OF THE EQUIPMENT USED TO PROVIDE THE SERVICES;
- (f) NON-PERFORMANCE, MALFUNCTION OR FAILURE OF ANY EQUIPMENT INCLUDING BUT NOT LIMITED TO THE FACILITIES AT THE ALL ASIA BROADCAST CENTRE OR ANY OTHER EQUIPMENT OR SERVICES OR FACILITIES UTILISED IN THE PROVISION OF SERVICES, INCLUDING SUCH NON-PERFORMANCE, MALFUNCTION OR FAILURE RESULTING TO OR CONNECTED WITH THE FAILURE, DISRUPTION OR CUTS IN POWER SUPPLY; AND/OR
- (g) COMPLIANCE BY BLAZE AND/OR ITS AFFILIATES WITH LAW, BY-LAW, GUIDELINES, RULES, POLICY, COURT ORDER, INSTRUCTIONS, NOTICES AND/OR DIRECTIONS, OR ANY NON-COMPLIANCE THEREOF WHICH MAY AFFECT THE PROVISION OF SERVICES HEREUNDER.

18.3 NOTWITHSTANDING ANYTHING CONTAINED IN THIS STANDARD TERMS OR ELSEWHERE, BLAZE SHALL NOT BE LIABLE HOWSOEVER TO CLIENT, ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR ANY PERSONS FOR ANY DEATH, PERSONAL INJURY AND/OR OTHER MISHAP SUFFERED BY CLIENT, ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES CONTESTANT, PARTICIPANT AND/OR ANY PERSONS, AND/OR FOR ANY THEFT, LOSS OR DAMAGE TO ANY OF THE ADVERTISEMENT MATERIAL, CLIENT'S PROPERTY, EQUIPMENT, PROGRAMMES OR ANY OTHER GOODS OR ANY PART THEREOF IN ANY WAY, WHETHER CAUSE BY ACTS OF GOD OR ANY ACT, OMISSION AND/OR

18.4 CLIENT SHALL BE RESPONSIBLE FOR VIOLATION OF THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, ALL DEATH, PERSONAL INJURY LOSSES, MISHAPS AND/OR DAMAGES SUFFERED AND/OR SUSTAINED BY ANY OF ITS DIRECTORS, EMPLOYEE/SERVANT. AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR ANY PERSONS AS A RESULT OF ANY ACTS OMISSION AND/OR NEGLIGENCE OF CLIENT, ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR PERSONS AND TO INDEMNIFY BLAZE AND KEEP BLAZE INDEMNIFIED AGAINST ANY CLAIMS DEMANDS ACTIONS PROCEEDINGS PROSECUTIONS LOSS DAMAGES FINE PENALTIES COSTS AND EXPENSES WHICH MAY BE MADE OR INSTITUTED BY SUCH SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR SUCH ANY PERSON OR AUTHORITY AGAINST OR OTHERWISE SUFFERED OR SUSTAINED BY BLAZE IN RESPECT THEREOF.

18.5 BLAZE SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OF REVENUE, LOSS OF PROFIT, CONTRACTS, CUSTOMERS, GOODWILL OR ANTICIPATED SAVINGS OR PROFITS, WASTED EXPENDITURE, BUSINESS INTERRUPTIONS OR ANY DIRECT INDIRECT CONSEQUENTIAL INCIDENTAL SPECIAL PUNITIVE OR EXEMPLARY LOSSES AND/OR DAMAGES WHATSOEVER SUFFERED INCURRED AND/OR SUSTAINED BY CLIENT DUE TO THE BREACH OF THIS AGREEMENT, SUSPENSION, EXPIRATION OR TERMINATION OF THIS AGREEMENT ACT OMISSION AND/OR NEGLIGENCE OF BLAZE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.6 BLAZE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, IN CONNECTION WITH THIS AGREEMENT. BLAZE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

19 Termination

19.2 Blaze may terminate this Agreement at any time by giving seven (7) day notice without any cause without any liability.

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19.3 Blaze may forthwith terminate this Agreement if :-

- (a) Client breaches any material term or condition of this Agreement and fail to rectify and remedy such breach within fourteen (14) days from the date of its receipt of a written notice requiring it so to do;
- (b) Change of law, by-laws, regulations, guidelines, rules, policy, instructions, notices and/or directions imposed/issued by the appropriate authority;
- (c) the circumstances under Clause 6 is prolonged and Blaze deems necessary in its sole discretion and opinion to terminate the Agreement;
- (d) Client commits an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
- (e) Client makes any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors; or
- (f) Client permits or suffers any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects.

20 Consent under Credit Reporting Agencies Act

20.1 Client acknowledges and agrees that at any time for as long as the Client has a trade relationship with Blaze or where any dues remain unpaid and outstanding with Blaze, Blaze is authorised to obtain the Client's credit information as defined in Credit Reporting Agencies Act 2010 ("CRA") from any of the registered credit reporting agencies.

20.2 Client also gives its consent to Blaze to conduct credit/trade check on its director(s), shareholder(s) and where applicable, its guarantor(s) with any of the registered credit reporting agencies under CRA at any time for as long as the Client has a trade relationship with Blaze or where any dues remain unpaid and outstanding with Blaze.

21 General Provisions

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

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

- (a) If by electronic mail, on the next Business Day after delivery;
- (b) If by personal delivery, on the day of delivery;

- (c) If by prepaid ordinary post or by registered post, five (5) Business Days after it was duly posted;
- (d) If by courier, one (1) Business Day after dispatch; or
- (e) If by facsimile, on the next Business Day after transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

A copy of any notice and/or demand shall be issued for the attention of the Director of Media Sales and copied to Blaze's Legal Department at the following address:-

Head of Legal
All Asia Broadcast Centre
Technology Park Malaysia
Lebuhraya Puchong Sungai-Besi
Bukit Jalil, 57000 Kuala Lumpur, Malaysia

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

21.3 Blaze shall not be liable to the Client for any delay, failure, suspension or interference in the provision of Services caused by circumstances beyond its reasonable control such as, but not limited to labour disruption to the world wide web, telecommunications line failures, electrical outages, network failures, disputes, fire, flood, acts of Gods which causes other casualties, weather or natural disaster, damage to facilities, breakdown in equipment, communication link failure, commercial power failure, war, civil disturbance, order of a government ministry or department or public authority, royal demise, lock-out, withdrawal of services or supplies or other services or transport (public or otherwise) or conduct of third party (a "Force Majeure Event").

Upon the occurrence of any of the events above, the obligations of Blaze and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.

If Blaze suffers such a Force Majeure Event, Blaze will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Client, Blaze will allow Client to a pro

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rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase.

Without prejudice to the foregoing paragraph, if any of the events above results in Blaze's Services being restricted, curtailed or prevented, Blaze may at any time, notwithstanding anything in these terms contained, forthwith terminate the Agreement. In such circumstances, Client shall not be excused from paying all the Fees and any monies due and owing by the Client as at the time of such termination.

21.4 Failure or neglect of Blaze in any instance to exercise its right, power, privilege hereunder or under law shall not constitute a waiver of any right arising from, pursuant or under this Agreement. All waivers by Blaze must be in writing signed by the Chief Executive Officer.

21.5 Client shall not assign, transfer or novate the Agreement to any third party. Blaze may assign, transfer or novate the Agreement to its Affiliate or any third party without notice to Client. This Agreement shall inure to the benefit of the permitted assigns and successors of Blaze and Client.

21.6 In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

21.7 This Standard Terms is made under and shall be governed by and construed in accordance with the laws of Malaysia without regard to principles of conflicts of law and the Client hereby irrevocably agrees to (a) submit to the exclusive jurisdiction of the Malaysian Courts and (b) waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

21.8 Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Where signature is required, the document or Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

21.9 The Client acknowledges that it has been given and has had the opportunity to seek advice from independent legal counsel in relation to all the matters set out in

this Agreement and in the Agreement and confirms that any failure on the part of the Client to appoint, or election not to appoint legal counsel shall not be raised as a defence in any dispute, and the Client is not entitled to rely and shall not rely on any advice given by Blaze, under and in relation to this Agreement.

21.10 The Parties agree that the Agreement shall constitute the contract between the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document. Any modifications, edits or supplemental of the terms contained in the Agreement shall be mutually agreed in writing.

[end]