

EQUIPMENT SUBSCRIPTION ACKNOWLEDGEMENT / CONFIRMATION

SUBSCRIBER :

NRIC :

ADDRESS :

1. Definitions and Interpretations

1.1 In this Subscription Acknowledgement / Confirmation, unless the contrary intention appears, the following words shall have the following meanings: -

"Authority"	Means and includes (as applicable): - (a) any government in any jurisdiction, whether federal, state, provisional, territorial or local; (b) any minister, department, officer, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested; (c) any non-government regulatory authority; (d) any provider of public utility services, whether or not government owned or controlled.
"Business Day"	Means a day on which banks are open for inter-bank foreign exchange business in Kuala Lumpur and Selangor and excludes a Saturday, Sunday or a gazetted public holiday.
"Business Hour"	Means 9am to 6pm on a Business Day on excludes a Saturday, Sunday or a gazetted public holiday.
"Commencement of Subscription Date"	Means the date of commencement of the Supplier granted to the Subscriber as stated in Item 4 of the First Schedule.
"Subscriber"	Means and includes person or organization as stated in Item 2 of First Schedule, who has acknowledged / confirmed this Subscription
"Determination Date"	Means such date of the expiry, revocation or earlier termination of the Subscription.
"Equipment"	Means the equipment stated in Item 3 of the First Schedule.

"Expiry Date"	Means the date as stated in Item 9 of the First Schedule.
"Law"	Means any statute, law, rule, regulation, order, proclamation, ordinance, by-law, directive, guidelines or delegated legislation of any Authority.
"Processing Fee"	Means the sums of Ringgit Malaysia only (IF APPLICABLE)
"Subscription"	Means the details as set out in Clause 2 herein to be granted by the Supplier to the Subscriber.
"Renewal Subscription Period"	Means the period stated in Item 8 of the First Schedule.
"Subscription Period"	Means the period as stated in Item 5 of the First Schedule, commencing from the Commencement of Subscription Date and ending on the Expiry Date or Determination Date of the Subscription.
"Subscription fee"	Means the sums of stated in Item 7 of the First Schedule.
"Security Deposit"	Means the sum as stated in Item 6 of the First Schedule.
"Services"	Means and include all forms of service but not limited to product installation, after sales service and natural care service.
"Special Conditions"	Means the conditions stated in Item 10 of the First Schedule
"Supplier"	Means ITSU WORLD SDN, BHD. [Registration No. 201501011701 (1137036-K) having its address at Unit BO03-B-13A-1, Menara 3A, KL Eco City, NO.3, Jalan Bangsar, 59200 Kuala Lumpur.
"Warranty Period"	Means the duration of warranty (in months) from Commencement of Subscription Date, as stated in Item 10 of the First Schedule

1.2 In this Subscription, unless the context otherwise requires: -

- (a) Words importing the singular number shall include the plural and words importing one gender shall include any other gender, and vice versa.

- (b) References to "person" shall be construed so as to include any individual, firm, company, corporation, government or any joint venture, association or partnership (whether or not having separate legal personality).
- (c) References to Clauses and schedules are to Clauses of and schedules to this Subscription Acknowledgement / Confirmation. Headings of Clauses have been inserted for convenience only and shall not affect the interpretation of this Subscription Acknowledgement / Confirmation. All Schedules to this Subscription Acknowledgement / Confirmation shall be read and construed as an essential part of this Subscription Acknowledgement / Confirmation.
- (d) References to any statute or statutory provision shall be construed as references to the same as it may have been, or may from time to time be, amended, modified or re-enacted.
- (e) A reference to any particular time in any day shall mean a reference to Kuala Lumpur local time.
- (f) No rule of construction shall apply to the disadvantage of one party because that party was responsible for the preparation of this Subscription Acknowledgement / Confirmation or any part of it.
- (g) Any covenant or obligation by one party to do any act or thing shall be deemed to include an obligation to procure that it be done and any covenant or obligation by one party not to do any act or thing shall be deemed to include an obligation not to permit, allow or suffer such act or thing to be done by another person.

1. Subscription Confirmation

The Subscription shall commence on the date of the Equipment is delivered to the Subscriber, ("Effective Date") and shall continue thereafter for the months *set forth in Sales Order / Delivery Order*.

2. Subscription

- 2.1 The Subscriber hereby acknowledges and confirms the Subscription of Equipment and the Subscriber to use the Equipment during the Subscription Period, SUBJECT ALWAYS to the terms and conditions hereinafter contained.
- 2.2 The Subscriber acknowledges that upon the signing of this Subscription Acknowledgement / Confirmation, the Supplier has handed over the possession of the Equipment to the Subscriber and prior to the handing over of the Equipment, the Subscriber is satisfied that the Equipment is in a good, satisfactory and tenantable condition.

- 2.3 The Subscriber shall with the written consent of the Supplier, permit the Equipment for the usage of such authorized third party user PROVIDED ALWAYS that the Subscriber shall in person acknowledge the handover of possession of the Equipment under clause 2.2 hereof.
- 2.4 However due to unforeseen circumstances, the Subscriber is unable to comply with Clause 2.3 then such acknowledgement by such authorized third party user shall also constitute the acknowledgement by the Subscriber and the Subscriber is satisfied that the Equipment is in a good and tenantable condition prior to the handing over of the Equipment.
- 2.5 The Subscriber shall at its discretion, exercise its renewal option by writing to the Supplier at least (30) Business Days before the Expiry Date and the Supplier shall, upon its receipt of the Subscriber's letter, exercising its option to renew, grant to the Subscriber such Subscription Renewal Period from the day after the relevant Expiry Date provided that the Subscription fee and all other terms (collectively "**the Renewal Terms**") for the renewal period shall be determined and proposed by the Supplier. The Subscriber may elect among the following:-
- (a) Subscriber may execute a fresh acknowledgement and/or confirmation for Subscription of another Equipment ("**New Equipment**") provided that the New Equipment is a new model within the same product category as the Equipment. In this case, the Subscriber shall pay the new Subscription fee accordingly; or
 - (b) Subscriber may continue to subscribe to Supplier's Services by signing an acknowledgement and/or confirmation for the Equipment.

If the proposed Renewal Terms are acceptable by the Subscriber, the Subscriber shall execute the acknowledgement and/or confirmation for such period and on such terms and conditions as agreed between the Parties at least (7) Business Days before the Expiry Date. In the event the Renewal Terms are not acceptable by the Subscriber, there shall be no renewal whatsoever (save and except that the Subscriber decides to exercise its option under Clause 2.7) and this Subscription Acknowledgement and/or Confirmation shall lapse on the Expiry Date.

- 2.6 In the event the Subscriber shall decide to exercise its option to purchase the Equipment instead of exercising its option under Clause 2.5, the Subscriber shall provide to the Supplier notice in writing at least (30) Business Days before the Expiry Date, informing of its intention to purchase the Equipment and upon full and prompt payment of the Subscription Fee for the entire Subscription Period of the Subscription Acknowledgement / Confirmation, the ownership of the Equipment shall be automatically transferred to Subscriber at no additional charge after the Expiry Date and this Subscription Acknowledgement / Confirmation shall lapse on the Expiry Date.

3. Subscription Fee and Security Deposit

- 3.1 In consideration of the Supplier granting the Subscription of the Equipment to the Subscriber for the duration of the Subscription Period, the Subscriber shall pay to the Supplier the Subscription Fee and the Security Deposit.
- 3.2 The Security Deposit shall not be deemed to be or treated as Subscription Fee and the same shall be returned upon the expiration of this Subscription Acknowledgement / Confirmation without interest to the Subscriber less such total sums of whatever nature as may then be due to the Supplier under or pursuant to this Subscription Acknowledgement / Confirmation PROVIDED ALWAYS that any deductions made by the Supplier from the Security Deposit shall not prejudice the Supplier from further claiming against the Subscriber for any breach of this Subscription Acknowledgement / Confirmation.

4. Processing Fee (if applicable)

- 4.1 The Subscriber shall pay to the Supplier non-refundable Processing Fee which shall not form part of the payment towards the total Subscription Fee without prior written consent from Supplier.

5. Delivery and installation

- 5.1 The Supplier undertakes to deliver physical possession of Equipment to Subscriber at Supplier's own cost and expenses.
- 5.2 The Supplier undertakes to install Equipment at no additional charges.
- 5.3 The risk of loss and/or damage of Equipment shall pass to Subscriber upon installation of Equipment.
- 5.4 The delivery dates stated are approximate until and unless fixed by Supplier. In the event that delivery was not made on or before delivery date stated, Supplier shall not be liable for whatsoever losses, damages, penalties and/or expenses.

6. Warranty, maintenance and repairs of Equipment

- 6.1 All Equipment shall have warranty for a period determined in this Subscription Acknowledgement / Confirmation. ("**Warranty Period**")
- 6.2 During Warranty Period, any maintenance and/or repair, including but not limited to installation of spare parts require for proper functioning of Equipment shall be exclusively performed by Supplier twice a year which shall be determined by the Supplier during the term of the Subscription Acknowledgement / Confirmation.

- 6.3 Any modification of Equipment is strictly prohibited and not to be conducted without written approval from Supplier.
- 6.4 Warranty of Equipment shall cover any defect in material or workmanship under normal use during Warranty Period, the cost of repair shall be borne by Supplier during the Warranty Period.
- 6.5 The warranty shall be void in the event:-
- (a) Equipment has been tampered with modified, abused, neglected or improperly used;
 - (b) Equipment has been damaged for reasons which are beyond Supplier's control such as electrical fluctuation or failures or natural disaster; or usage of the Product that is against the operating manual and instructions provided by the Biz Partner from time to time;
 - (c) Use of Equipment in combination with other goods which are not provided or authorized by Supplier;
 - (d) Product failed to follow the official service interval / schedule set forth by Supplier. To further clarify, Supplier's appointed technicians shall attempt to contact Subscriber, in good faith, to make appointment to service the Product. It will be considered as failure to adhere to official service interval / schedule after 3 failed contact attempts by appointed technicians, or 3 failed attempts to set the service appointment;
 - (e) Product is utilized for commercial purpose and/or be placed in a public area and utilized by public, and
 - (f) Subscriber has defaulted in the payment of ANY amount due and owing under this Agreement.
- 6.6 In the event the Subscriber fails to pay the Supplier the Subscription Payment in arrears of more than sixty (60) days, the Supplier shall have the right to cease its obligations under this Agreement (including but not limited to any warranty, service, or service support entitlement provided to the Subscriber) and to proceed with the repossession of the Product, until the Subscriber clear any outstanding sum due in full to the Supplier.

Any costs of damage to the Equipment caused by the Subscriber's fault, inter alia, improper treatment, above intended usage and/or misuse shall be borne by Subscriber.

The warranty of Equipment shall follow thereafter for the months set forth in Sales Order / Delivery Order.

7. Risk, title and limitation of liability

7.1 The Subscriber assume all risks and liability of loss, theft or destruction of and damage to Equipment on delivery and during the Subscription Period which the Equipment is in possession of possession, custody or control Subscriber until such time as the Equipment is redelivered to Supplier.

7.2 In the event that damage has occurred to or in conjunction with the Equipment, the Subscriber undertake to notify Supplier soonest possible by indicating the point of time and cause of occurrence to the extent possible and the extent of damage.

7.3 In the event Equipment lost while in the possession of the Subscriber, the Subscriber is liable to pay the following:-

Total Lost Fee = (full contract price of Equipment) – (total paid Subscription Fee)

7.4 In the event Equipment is severely damaged or non-operational to the extent of beyond repair, the Subscriber is to solely liable and bear the Total Lost Fee specified above.

7.5 The Equipment shall at all times remain the property of Supplier and the Subscriber shall have no right, title or interest in or to the Equipment save the right of possession and use of Equipment subject to terms and conditions of this Subscription Acknowledgement / Confirmation.

8. Covenants by the Supplier

8.1 The Supplier hereby covenants and undertakes with the Subscriber as follows: -

(a) Owner of Equipment and intellectual property rights embodied within
Supplier is the legal and beneficial owner of Equipment and intellectual property rights embodied in the Equipment

(b) Compliance with quality

The Equipment shall substantially conform to its specifications set out therein, Equipment is of satisfactory quality and fit for any purpose held out by Supplier.

In the event Equipment cannot perform service on site, Supplier reserves the right to take back the Equipment for repair at Supplier's workshop. Supplier shall have sole discretion whether to replace or repair the defective spare part of the Equipment.

(c) Maintenance of the Equipment

The Supplier shall, at its own cost and expense, throughout the Subscription Period, carry out maintenance of the Equipment. Services of Equipment shall be provided by qualified personnel, in a

timely, reliable professional and workmanlike manner that will not cause harm or injure to the reputation of Supplier and in accordance with Law.

(d) License of Subscription of Equipment

Supplier shall obtain and keep all current and updated licenses and permits that required in Subscription of Equipment to the Subscriber.

(e) Access to the Location

If so required, to allow the Supplier whether by itself or its employees or agent, at a Working Hour on a Business Days' prior notice is given, to access to location from time to time provided that such access shall not unreasonably interfere with the day-to-day operations of the Subscriber or any person in the location, for any one or more of the following purposes: -

- i. to install Equipment;
- ii. to undertake any maintenance or other works whatsoever required for any part of the Equipment; and
- iii. to carry out any maintenance, repairs or any other works deemed necessary or desirable by the Subscriber in respect of the Equipment.

(f) Subscriber's quiet possession of Equipment

To ensure Subscriber's quiet possession and use of Equipment.

(g) Not to Transfer or Assign

Other than as provided for herein, the Supplier shall not transfer, assign or otherwise dispose or deal with the Supplier's ownership of Equipment within the Subscription Period without the prior written consent of the Subscriber.

9. The Subscriber's Covenants

9.1 The Subscriber covenants with the Supplier as follows: -

(a) Not to Transfer or Assign

Other than as provided for herein, the Subscriber shall not transfer, assign or otherwise dispose or deal with the Subscriber's right of possession of Equipment without the prior written consent of the Supplier.

(b) Location of Equipment

Equipment shall at all times during Subscription Period remain in the location set out Clause 1.1 and possessed by Subscriber unless with prior written consent of the Supplier on the change of such authorized third party user and/or location of Equipment.

In the event that the Subscriber shall decide to change of such authorized third party user and/or location of Equipment with Supplier's consent, Subscriber shall be liable for all costs, charges and/or fees involved therein.

- (c) The Subscriber and/or the owner of the location of Equipment shall permit / allow access and/or entry of the Supplier / Owner / Supplier's representative rights if entry to the location of Equipment for the purpose of this Subscription Acknowledgement / Confirmation and/or subject to the terms and conditions of this Subscription Acknowledgement / Confirmation.
- (d) The Equipment shall not be utilized for commercial purpose and shall not be placed in a public area and utilized by public.

10. Credit check

- 10.1 The Subscriber authorises Supplier and/or its agents and/or representative to make necessary inspection to verify the information provided to Supplier from time to time.
- 10.2 The Subscriber consent to Supplier on disclosure of relevant personal data and/or credit information of the Subscriber to any credit reporting agency and authorise Supplier to receive credit report of the Subscriber from credit reporting agency. The Subscriber agree that such disclosure of information and obtaining of credit reports can be performed by Supplier at any time during and/or after the cessation of relationship between Supplier and the Subscriber, including when there is any default or outstanding amount due to Supplier from the Subscriber.

10A. Expiry or Revocation or Termination of Subscription

- 10A.1 Upon the expiry, revocation or earlier termination of the Subscription hereunder, the Subscriber and/or such authorized third party user shall immediately cease to operate the Equipment and the Subscriber shall upon the Determination Date: -
 - (a) return the Equipment in its original conditions as at the date of this Subscription Acknowledgement / Confirmation (fair wear and tear excepted) including all equipment, machinery, utensils and goods whatsoever came together with the Equipment by the Supplier;

- (b) execute all relevant documents and do all such acts as to effect the surrender of the Subscription and revert the Equipment to the Supplier; and
 - (c) handover the Equipment to the Supplier in good and substantial repair, clean and free of all rubbish.
- 10A.2 The Subscriber and/or such authorized third party user shall not damage or allow to be damaged any part of the Equipment and the machinery, utensils and goods whatsoever. If any damage occurs the Subscriber shall as soon as reasonably practicable, not being less than thirty (30) Business Days from the Determination Date, make good the same by engaging the agents of the Supplier upon receipt of a notice in writing from the Supplier.
- 10A.3 All reasonable costs of carrying out such repair/rectification works shall be payable by the Subscriber to the Supplier within thirty (30) Business Days of receipt of a notice of demand from the Supplier.
- 10A.4 Upon expiry, revocation or earlier termination of the Subscription, it shall be lawful for the Supplier at any time thereafter to repossess the Equipment it shall be lawful for the Supplier to deal with the Equipment at such time(s), in such manner and subject to such conditions as determined by the Supplier at its discretion without having to account to the Subscriber.

11. Termination of Subscription

Termination by default of the Supplier

- 11.1 While the Subscriber is given 5 days to remedy/rectify any payment issue, the Supplier may at any time, at its sole discretion, terminate the Subscription and forthwith recover the possession of the Equipment upon occurrence of the following:-
 - i. The debit/credit card and/or account is cancelled or terminated by the Subscriber or the authorize bank for whatsoever reason;
 - ii. The Subscriber has defaulted in any of his obligations stated in the Subscription Acknowledgement / Confirmation;
 - iii. The Subscriber has defaulted in the payment of **ANY** amount due and owing under the Subscription Acknowledgement / Confirmation; and
 - iv. In the event of a death or bankruptcy petition is presented against the Subscriber or the Subscriber failed to pay his debt as it falls due.
- 11.2 Subscriber in default shall pay Supplier on demand within fourteen (14 days) all overdue subscription fees, all legal costs (on a solicitor and client basis), late interest charge (at 18% per annum), all charges and expenses, including but not limited to transportation, collection agency fees, and any other costs relating to the repossession of the Product incurred by us in enforcing our rights under these Terms.

- 11.3 Upon termination of the Subscription Acknowledgement / Confirmation, however caused, Supplier's consent to the Subscriber's possession of Equipment deemed terminated, and Supplier may, by its representative(s), without prior written notice and at Supplier's sole costs and expenses, retake possession of Equipment and for this purpose, may enter such premises at which the Equipment is located, and the Subscriber shall pay to Supplier on demand within fourteen (14) days of the Determination Date, all Subscriptions and other sums due but unpaid as at the date of such demand. Supplier is entitled to take necessary measures to recover the outstanding Subscription amount, including but not limited to third party, inter alia, CTOS, collection agencies and legal proceedings.

Termination by the Subscriber

- 11.4 The Subscriber may only terminate this Subscription Acknowledgement / Confirmation by giving written termination notice of thirty (30) days prior to the Determination Date, subject to the Supplier's approval provided that product termination fee has been cleared and settled by the Subscriber. For avoidance of doubt, product termination fee means the remaining Subscription Period multiply by Subscription Fee equals to total amount of product termination fee.
- 11.5 Upon receipt of termination notice, the Supplier shall retake possession. For this purpose, Supplier shall enter such premises at which the Equipment is located. and the Subscriber shall pay to Supplier on demand within fourteen (14) days of the Determination Date, all Subscriptions and/or any other sums due and owing but unpaid as at the date of such demand. Supplier is entitled to take necessary measures to recover the outstanding Subscription amount, including but not limited to third party means, that is CTOS, collection agencies and legal proceedings.
- 11.6 In the event that Subscriber failed to make settlement as described in clause 11.2, clause 11.3 shall apply.

11A. Entry Rights of the Supplier

- 11A.1 The Subscriber and/or the Subscriber's representative shall grant to the Supplier rights to enter the location of the Equipment for purpose and in accordance to the terms and conditions of this Subscription Acknowledgement / Confirmation.

12. Special Conditions

- 12.1 The Special Conditions as stated hereto shall be construed to form and be part of this Subscription and in the event of conflict between the Special Conditions and this Subscription the Special Conditions shall prevail.

13. Force Majeure

- 13.1 For the purpose of this Agreement, "Force Majeure" means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including acts of God, war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lockdown, lock outs or other industrial action, whether of the affected party's own employees or other; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, epidemic or pandemic, failure of any computer dealing system, interruptions of power supplies, or adverse weather conditions. The Subscriber's liability for subscription fee and other charges shall nevertheless continue to accrue. Nonetheless, Subscriber shall promptly notify the other party in writing of the reasons for the delay in payment (and the likely duration of the delay in payment) in order to avoid further legal actions by the Supplier.
- 13.2 Notwithstanding the foregoing, Force Majeure does not give the Subscriber any right to terminate this Agreement nor does it include the Subscriber's inability to pay the monthly Rental Payment to the Supplier.

14. Indemnity

- 14.1 The Subscriber shall indemnify and hold harmless Supplier and its directors, shareholders, officers, employees, agents, affiliates, successors and assigns thereof, from and against all allegations, claims, demands, losses, damages, liabilities, actions and cause of action of any nature, including but not limited to personal injury, wrongful death and property damage arising out from or in connection to the condition, possession, use and/or operation of the Equipment unless such act is attributable to willful intent or gross negligence on the part of the Supplier.
- 14.2 Supplier will, in no event, be liable for any loss or damage (including without limitation, loss of income, profits or goodwill, direct or indirect, consequential, exemplary, punitive, special or incidental damages of any party including third parties) arising out of or relating to this Subscription Acknowledgement / Confirmation or the transaction it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Supplier has been advised of the possibility of any such damage.
- 14.3 In no event will Supplier's liability exceed the price the Subscriber paid to Supplier for the Equipment provided giving rise to the claim or cause of action.
- 14.4 For the avoidance of doubt, the Subscriber being the privy to this Subscription Acknowledgement / Confirmation shall continue to fully indemnify the Supplier under this Subscription Acknowledgement / Confirmation notwithstanding that the Equipment was subscribed for the enjoyment and/or usage of such authorized third party user pursuant to Clause 2.6 hereof.

15. Data Protection

- 15.1 The Subscriber agrees to provide Supplier with all personal data relating to the Subscriber ("Personal Data") which is requested thereon for the performance of this Subscription Acknowledgement / Confirmation.
- 15.2 Supplier warrants that:
- (a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
 - (b) it will take appropriate technical and organisational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, Personal Data to ensure Supplier's compliance with Personal Data Protection Act 2010 (PDPA 2010); and
 - (c) Supplier shall notify the Subscriber immediately if it becomes aware of any unauthorized or unlawful processing, loss of, damage to or destruction of the Personal Data.

16. Notice

- 16.1 Any notice to be given hereunder to the Parties shall be in writing and may be delivered by hand or sent by prepaid registered post or by facsimile to the number and/or address as stated in this Subscription Acknowledgement / Confirmation or to such other number and/or address as one party may notify in writing to the other party and shall be deemed to duly served:

To ITSU World Sdn Bhd:

No.Unit BO03-B-13A-1, Menara 3A, KL Eco City, No.3, Jalan Bangsar,
59200 Kuala Lumpur.

Email : (servicing@itsu.world)

To Subscriber:

Address as provided in Item 2 of the First Schedule.

- 16.2 If it is delivered by hand, at the time of delivery and duly acknowledged;
- 16.3 If it is sent by prepaid registered post, three (3) days after posting thereof;
or
- 16.4 If it is sent by email or facsimile immediately after transmission thereof to the correct email address or facsimile number as confirmed by a transmission report received by the sender.

- 16.5 The Parties irrevocably agree that any writ, summons, order, judgment, or other legal processes may be sufficiently served on it in connection with proceedings in Malaysia by forwarding the same by hand or prepaid registered post to the address of respective Parties hereof mentioned in this Subscription Acknowledgement / Confirmation or in such manner or mode as the court of a competent jurisdiction may order.
- 16.6 The Parties hereof shall upon the change of address, contact number or facsimile number, immediately without delay informed the respective Parties hereof in writing of such change of details.

17. Governing Law and Dispute Resolution

- 17.1 This Subscription Acknowledgement / Confirmation shall be governed, constructed and enforced in accordance with the laws of Malaysia and the law courts of Malaysia.
- 17.2 If any dispute or difference shall arise between the parties to this Subscription Acknowledgement / Confirmation from or in connection with this Subscription Acknowledgement / Confirmation or its performance, construction or interpretation, the parties shall endeavour to resolve it by Subscription Acknowledgement / Confirmation through negotiations conducted in good faith.
- 17.3 If the dispute or difference has not been resolved within thirty (30) days or such extended period as the parties may agree, the dispute or difference shall be referred to courts in Malaysia having jurisdiction on the dispute.

18. Miscellaneous

- 18.1 Time whenever mentioned shall be of the essence of this Subscription Acknowledgement / Confirmation.
- 18.2 This Subscription Acknowledgement / Confirmation shall inure to the benefit, and be binding upon each of the parties herein, its respective successors-in-title and permitted assigns.
- 18.3 This Subscription Acknowledgement / Confirmation sets forth the entire Subscription Acknowledgement / Confirmation and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the Parties. In the event of any dispute(s) and/or discrepancy arising between the Parties, the contents of this Subscription Acknowledgement / Confirmation shall prevail. Except as otherwise specifically set forth herein, this Subscription Acknowledgement / Confirmation shall not be amended except in a writing signed by both parties.
- 18.4 Any term in any document furnished by Supplier which is in any way inconsistent with or in addition to the terms contained herein is expressly rejected. This Subscription Acknowledgement / Confirmation may not be

modified except in writing and signed by both parties. If any provision of this Subscription Acknowledgement / Confirmation is found invalid or unenforceable, the remainder of this Subscription Acknowledgement / Confirmation shall remain valid and enforceable according to its terms.

- 18.5 This Subscription Acknowledgement / Confirmation may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Subscription Acknowledgement / Confirmation.
- 18.6 The stamp duties and any penalties (if any) relating to this Subscription Acknowledgement / Confirmation, shall be borne and paid by the Subscriber.
- 18.7 Nothing in this Subscription Acknowledgement / Confirmation constitutes a relationship of principal and agent or partnership between Supplier and the Subscriber or any of its affiliates, employees, agents or subcontractors.
- 18.8 Each party shall bear its respective legal fees, costs and other incidental expenses incurred in the preparation and execution of executive.
- 18.9 The schedules and/or annexures hereto shall be taken read and construed as an essential part of this Subscription Acknowledgement / Confirmation.

End of Clauses

FIRST SCHEDULE

Item No	Item	Particulars
1	Date of Subscription Acknowledgement / Confirmation	
2	Details of Subscriber: - - Name - Correspondence Address	
3	Equipment	
4	Commencement of Subscription Date	
5	Subscription Period	
6	Security Deposits	
7	Subscription Fee	
8	Renewal Subscription Period	Refer to clause 2.5 and 2.6
9	Expiry Date	
10	Warranty Period	
11	Special Conditions	

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