

This **Agreement** is made the day set out in Clause 1 of Schedule 1 between:

MSC Trustgate.com Sdn. Bhd. (Co No: 199901003331), a company incorporated under the laws of Malaysia and having its registered office at Suite 2-9, Level 2, Block 4801, CBD Perdana, Jalan Perdana, 63000 Cyberjaya, Selangor, Malaysia (hereinafter referred to as “**TG**” which expression shall include its successors in title and assigns);

And

(2) the party more particularly described in Clause 2 of Schedule 1 (hereinafter referred to as “**Customer**” which expression shall include its successors in title and assigns).

RECITALS

- A. TG is a licensed Certification Authority (“CA”) operating in Malaysia. It is engaged in the business of creating digital identities, providing authentication and digital signature services through issuance and managing digital certificates and its Public Key Infrastructure (PKI) related technology, products, services, business know-how and digital services requirements thereto.
- B. Customer is in the business as is more particularly described in Schedule 1.
- C. Customer wishes to use an online document signing services (“**MyTrust 365**”) owned and managed by TG. MyTrust 365 enables the use of digital signatures and approval workflow for signing electronic documents.

NOW THEREFORE, in consideration of the agreements set forth herein, the parties agree as follows:

1. INTERPRETATIONS

In this Agreement unless the contrary intention appears:

- (a) A reference to this Agreement or another Instrument includes any variation or replacement of either of them;
- (b) The singular includes the plural and vice versa;
- (c) The word ‘person’ includes a firm, a body corporate and unincorporated association, or an authority;
- (d) The neuter gender includes all genders and a reference to a ‘person’ includes a reference to the person’s executors, administrators, successors, substitute,s and assigns;
- (e) The period specified and the dates from a given day or the date of an act or event, will be calculated exclusive of that day;
- (f) A reference to a recital, annexure, attachment, or schedule is a reference to a recital, annexure, attachment, or schedule to this Agreement. A reference to this Agreement includes a recital, annexure, attachment, or schedule.
- (g) A reference to “Ringgit Malaysia” is a reference to the Malaysian currency.
- (h) A reference to the word “Act” shall mean the Companies Act (Act 777) 2016 of Malaysia.
- (i) A reference to a ‘party’ includes a related corporation as defined in the Act; the words “holding company” and “subsidiary” shall have the same meanings as prescribed to them in the Act; and references to the word ‘company’ or ‘corporation’ shall include all entities whether incorporated or otherwise.
- (j) Price and payments terms is a reference to Schedule 2 below.

Headings are inserted for convenience and do not affect interpretation of this Agreement.

A reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation, or any legislative provisions and all legislation statutory instrument and regulation issued under the legislation.

Where any word or phrase is given a defined meaning in this Agreement, it shall have that meaning unless the context clearly indicates otherwise.

2. CUSTOMER OBLIGATIONS

Customer is responsible for reviewing the current version of the Customer Agreement periodically in relation to Customer Obligations stipulated hereinunder Clause 2. Any term or provision of this Agreement may be amended only by a written document signed by the parties to be bound thereby. TG may amend this Agreement by (a) posting a revised Customer Agreement on the MyTrust 365 website, or (b) sending information regarding the amendment to the email address you provide to TG.

Customers further obligations and statement of work are as follows:

- 2.1 Customer agrees to comply with the terms and conditions of this Agreement and with all applicable Malaysia laws and regulations, policies, and procedures for Internet online services. Customer agrees that it will not use MyTrust 365 for illegal purposes, to disrupt the Service, or to distribute content that violates the privacy, intellectual property or other proprietary rights of any third party, or for purposes that TG reasonably determines to be unlawful, obscene, defamatory, harassing, fraudulent, abusive, threatening, harmful, vulgar, or otherwise objectionable. Customer is wholly responsible for the contents of the transactions through MyTrust 365;
- 2.2 Customer represents and warrants that all of the information provided to TG is true, accurate and complete, and that Customer has the legal right to use the email address(es) provided. Customer agrees to keep his information current by updating his account information. Customer agrees to maintain the confidentiality of his account. Customer is responsible for all activities that occur under his account. If his account remains inactive for more than six (6) months, TG reserves the right to close his account;
- 2.3 Customer agrees that the official time for all transactions using MyTrust 365 will be the timestamps recorded by MyTrust 365's servers. Customer also agrees that all electronic communications or notices sent to the email address provided to TG, placed in his account, or posted on the Website will be considered "in writing" and received within five (5) business days of its dissemination. TG disclaims all responsibility for all failures in communication caused by failures of third parties to properly process or deliver TG's electronic communication;
- 2.4 Customer shall not copy or reproduce modify or distribute any MyTrust 365 documentation except expressly permitted under this Agreement;
- 2.5 Customer shall validate and verify its users' credential via electronic know your customer (e-kyc) process through Trustgate's platform;
- 2.6 Customer shall subscribe and utilize digital certificates issued by Trustgate for its respective users to digitally sign electronic documents generated by the Customer; and
- 2.7 Customer shall utilize Trustgate's enrolment platform for issuing of digital certificate through methods describe in the Customer's deliverables.

3 TG OBLIGATIONS

- 3.1 TG shall provide Customer with the Services specified in this Agreement. TG shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions provided by Customer. Upon Customer's approval of a MyTrust 365 account application, TG shall rely on the correctness of the information corresponding to the MyTrust 365 Account application and issue a Certificate for the applicant. Certificates issued or licensed under this Agreement, will have a maximum validity period of twelve (12) months from the date each Certificate is issued.
- 3.2 Unless TG is named as a direct party, TG's relationship to all documents and transactions completed using MyTrust 365 is that of a trusted, disinterested third party. Accordingly, TG disclaims any representations of any kind regarding the documents or transactions that passthrough MyTrust 365. Customer is responsible for recognizing the parties of interest in all transactions Customer completes using MyTrust 365 and assessing all associated risks.
- 3.3 Fiduciary Duty of Private Key

When Trustgate holds the private key corresponding to a public key listed in a certificate which it has issued, Trustgate shall hold the private key as a fiduciary of the subscriber named in the certificate and may use that private key which subscriber here grant their permission for the said usage.

4. SOFTWARE LICENCE

- 4.1 TG grants to Customer a non-exclusive, non-transferable license of MyTrust 365. Customer acknowledges and agrees that TG owns all rights, title and interest in MyTrust 365, including, without limitation, all intellectual property rights. Customer acknowledges and agrees that MyTrust 365 contain proprietary and confidential information and trade secrets including, but not limited to text, graphics, logos, images, software, and icons, that are protected by Malaysia and international intellectual property laws and applicable laws.
- 4.2 Customer is expressly prohibited from sublicensing, selling, renting, leasing or otherwise distributing copies of MyTrust 365. Customer agrees not to disassemble, decompile, reverse engineer or make any other attempt by any means to discover or obtain the source code for MyTrust 365. In the event any modifications are made to MyTrust 365 by anyone other than TG, all warranties with respect to MyTrust 365 shall immediately terminate. The terms of this license supersede in their entirety the terms and provisions of any license which Customer is required to "click-on" or "click-through" in order to download or obtain any such Software.
- 4.3 In accepting its rights and fulfilling its obligations under this Agreement, Customer may use MyTrust 365 provided to Customer by TG. MyTrust 365 must be: (a) used by Customer solely as provided in this Agreement. **UNDER NO CIRCUMSTANCES WILL TG BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR A CLAIM RELATED TO MYTRUST 365 BASED ON FACTS THAT AROSE PRIOR TO THE EFFECTIVE DATE. THERE ARE NO REPRESENTATIONS, WARRANTIES, INDEMNITIES, GUARANTEES OR CONDITIONS EXPRESS OR IMPLIED IN RESPECT TO THE PERFORMANCE OF MYTRUST 365 AND/OR ANY DERIVATIVES THEREOF AND ANY OTHER REPRESENTATIONS, WARRANTIES, INDEMNITIES, GUARANTEES, OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS**

BY TG OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF UNINTERRUPTED USE) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED. THE DISCLAIMER HEREIN SHALL NOT APPLY TO FRAUD AND INTENTIONAL MISCONDUCT OR NEGLIGENCE AS FINALLY DETERMINED, OR ANY LIABILITY WHICH BY THE GOVERNING LAW OF THE CONTRACT IS UNLAWFUL TO LIMIT OR EXCLUDE.

- 4.4 TG is not liable for any hardware, installation, or set-up utilized or performed by Customer to operate the System or any other products or services offered under this Agreement.

5. CONFIDENTIAL INFORMATION

- 5.1 Each Party agrees to keep confidential and not disclose Confidential Information provided by the disclosing Party, but this obligation shall not apply to:
- b. Information already in the possession of the receiving Party at the date of disclosure;
 - c. Information which is in the public domain or enters the public domain through no fault of the receiving Party;
 - d. Information received by the receiving Party from a third party which it was reasonable to believe was both lawfully in possession of the same and had not received the information directly or indirectly from the disclosing Party; or
 - e. Information which is disclosed pursuant to the lawful requirement of a government agency or required by operation of law or the rules and regulations of any recognized stock exchange to which such Party or its holding company may be subject, provided that the Party to whom such Confidential Information belongs shall, if it is permissible under the law, be given written notice prior to such disclosure and such disclosure shall be permitted only to the extent required by law.
- 5.2 Notwithstanding anything contained herein, in so far as necessary, the Parties may disclose the Confidential Information to its members of its Group, subcontractors, and professional advisers (which shall include but are not limited to the Parties' accountants, lawyers & consultants) on a need-to-know basis provided these members of its Group, subcontractors and professional advisers are made aware of the confidentiality obligations herein by the Party disclosing the information to them and they adhere to the same.
- 5.3 Information shall be deemed "Confidential Information" if: -
- a. the receiving Party to which such information is being disclosed is notified that the information is confidential or proprietary prior to its disclosures; or
 - b. information in a tangible form is labelled as confidential or proprietary prior to its disclosure; or
 - c. the receiving Party to which such information is being disclosed knows that such information is confidential or proprietary or would be reasonably expected to understand, according to industry standards, the confidential or proprietary nature of such information.
- 5.4 The Parties obligations under this clause shall continue to apply after the expiration or sooner termination of this Agreement without limit in point of time but shall cease to apply to Confidential Information which may properly come into the public domain through no fault of the receiving Party.
- 5.5 This Clause 5 shall at all times be read together with any Non-Disclosure Agreement in relation to the Project executed by the Parties prior or after execution of this Agreement (if any) to govern the confidentiality of information received or retained by the receiving Party.

6. DISCLAIMER OF WARRANTIES AND LIABILITIES

- 6.1 **CUSTOMER EXPRESSLY UNDERSTAND AND AGREE THAT TG SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TG HAS BEEN ADVISED OF THE POSSIBILITY THEREOF), AND INCLUDING DAMAGES RESULTING FROM: (I) ANY DOCUMENT OR TRANSACTION SENT THROUGH THE SERVICE WHERE TG WAS NOT A DIRECT PARTY; (II) THE USE OR INABILITY TO USE MYTRUST 365, INCLUDING ERRORS, INTERRUPTIONS OR DELAYS; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DOCUMENTS OR TRANSMISSIONS; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE. EXCEPT FOR A BREACH OF CLAUSE 5 (CONFIDENTIAL INFORMATION), CLAUSE 14 (INTELLECTUAL PROPERTY) AND CLAUSE 16 (MUTUAL OBLIGATIONS UNDER THE PERSONAL DATA PROTECTION ACT 2010), TG'S LIABILITY SHALL NOT EXCEED, IN THE AGGREGATE, A SUM EQUAL TO THE AMOUNT OF FEES (IF ANY) PAID FOR USING THE SERVICE UNDER THIS AGREEMENT.**
- 6.2 Customer's use of MyTrust 365 is at their sole risk. TG provides MyTrust 365 on an "as is" and "as available" basis. TG expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 6.3 TG does not warrant and expressly disclaims that (i) MyTrust 365 will meet customer's requirements; (ii) MyTrust 365 will be uninterrupted, reliable, timely, secure, error-free, or free of viruses and other harmful components, (iii) any errors on MyTrust 365 will be corrected; and (iv) that documents or materials that you store via MyTrust 365 will remain accessible.
- 6.4 Any material downloaded or otherwise obtained through the use of MyTrust 365 is done at Customer's sole discretion and risk, and Customer will be solely responsible for any damage to his computer system or loss of data that results from the download of any such material.
- 6.5 No advice or information, whether oral or written, obtained by Customer from TG, or through or from MyTrust 365, shall create any warranty not expressly stated in this agreement.
- 6.6 Customer will indemnify, defend, and hold harmless TG and TG's employees, officers, directors, shareholders, affiliates, and assigns against all third-party claims and all related liabilities, damages, and costs, including reasonable attorneys' fees, arising from: (a) Customer's breach of this Agreement; (b) a misrepresentation by Customer with respect to the products or services provided under this Agreement, including, but not limited to the relationship between the parties under this Agreement; (c) a claim that any material produced by infringes on any third-party's copyrights, trade secret, patent, trademark, or is defamatory or would constitute false advertising; (d) an allegation that personal injury or property damage caused by the fault or negligence of Customer; (e) an allegation that Customer, or an agent of Customer, used TG's products or services to infringe on the rights

of a third party; (f) infringement (or alleged infringement) of any intellectual property rights in connection with Customer's use of the Trademarks other than in accordance with this Agreement

7. TERM AND TERMINATION

- 7.1 This Agreement shall become effective as of the Effective Date, set forth on Schedule 1 hereof.
- 7.2 The Parties agree that TG shall be entitled to terminate this Agreement at any time during the subsistence of this Agreement for any reasons whatsoever by serving a one (1) month's prior written notice to the Customer. The parties agrees that Customer shall serve a three (3) month's prior notice to TG.
- 7.3 This Agreement shall automatically terminate on the happening of any of the following events:
- (a) a party hereto failure to comply or commits a breach of any of its undertakings, warranties, duties, or obligations under this Agreement;
 - (b) proceedings are commenced, or a resolution is passed for the winding up or dissolution of a party hereto or proceedings are commenced for the judicial management of a party hereto or a receiver or receiver and manager is appointed over a party hereto or any of its assets;
 - (c) engages in illegal or fraudulent activity or an activity that could materially harm the terminating party's business;
 - (d) a party hereto stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes insolvent; or if a creditor takes possession of all or any part of the business or assets of such party; or any execution or other legal process is enforced against the business or any substantial assets of such party;
 - (e) a party hereto is placed in liquidation (whether compulsory or voluntary, otherwise and for the purpose of reconstructions or amalgamation);
 - (f) a party hereto ceases or threatens to cease to carry on its business or any substantial part thereof or if such party disposes of or threatens to dispose of or any governmental or other authority expropriates or threatens to expropriate all or any substantial part of its business or assets;
 - (g) if any of the representations and warranties as set out herein proves to be incorrect or misleading;
 - (h) any indebtedness of any party herein and/or any of the shareholders and/or directors and/or management and/or associate and/or related concern of the party becomes due or capable of being declared due before its stated maturity; any guarantee or similar obligation of any party and/or any of its shareholders and/or directors and/or management and/or associate and/or related concern is not discharged at maturity or when called or goes into default under, or commits a breach of, any instrument or agreement relating to any such indebtedness, guarantee or other obligation or when the security of such indebtedness becomes enforceable.
- 7.4 The termination of this Agreement shall not affect any accrued rights, obligations, and liabilities of either party, or affect the continuation in force of the provisions of this Agreement which are not expressed to be contingent upon the continuation in force of this Agreement.

7.5 All provisions that by their nature are intended to survive termination of this Agreement will survive termination of this Agreement, including, without limitation, Clause 5 (Confidentiality), Clause 7 (Terms and Termination) and Clause 6 (Disclaimers of Warranties and Liabilities). All amounts owed by Customer to TG for services or products provided prior to termination remain owed after termination of this Agreement provided such termination is not attributable to TG's default and negligence.

8. NOTICES

8.1 All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and may be sent by (a) facsimile, (b) by personal delivery with acknowledgement of receipt or (c) by email (for technical issues) or ordinary mail to the addresses stated herein or such last known addresses of the parties hereto:

If to Customer:

As per address registered upon hereon.

If to TG: Chief Executive Officer

Address : Suite 2-9, Level 2, Block 4801
CBD Perdana, Jalan Perdana
63000 Cyberjaya
Selangor, Malaysia

Contact Number : 03-8318 1800

Fax Number : 03-8319 1800

Email : mytrust365@msctrustgate.com ,

8.2 All such notices, communications and correspondence sent shall be deemed to have been received as follows: (a) if by email or facsimile upon receipt of the confirmation copy, (b) if by personal delivery or courier upon receipt, or (c) if by ordinary mail, three (3) days after posting.

8.3 A party may change the address to which notices are to be sent by a notice complying herewith to that effect.

9. DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute or disagreement arising between the Parties in connection with the interpretation of any article or provision of this Agreement, or the compliance or noncompliance therewith, or the validity or enforceability thereof, or any other dispute related to this Agreement which is not settled to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other, in writing, that such dispute or disagreement exists, shall be settled by the courts of Malaysia which shall have the exclusive jurisdiction.

The Parties agree that this Agreement shall be governed by and be construed in accordance with the laws of Malaysia.

10. TIME

Time whenever mentioned shall be of the essence in this Agreement.

11. WAIVER

No failure nor any delay by any party to exercise or in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. A waiver of any right by a party shall not preclude the right of the party to insist on subsequent compliance and enforcement of that right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

12. SEVERABILITY

If all or part of any provision of this Agreement is illegal or unenforceable that part or provision shall be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes any previous written or oral agreements or understandings between the parties in relation thereto.

14. INTELLECTUAL PROPERTY

Each party hereto owns and retains all rights, title and interest in its names, logos, trademarks, service marks, copyrights, patents, proprietary features, and proprietary technology. Neither party shall copy, distribute, reproduce, or use the above proprietary items for any purpose including advertising, marketing or promotional purpose without obtaining the prior written consent of the party which owns or has been duly licensed to use such logos, trademarks, service marks, copyrights, patents, proprietary features, and proprietary technology.

15. FORCE MAJEURE

15.1 A Party shall not be liable for any delay or failure to perform any of its obligations under this Agreement due to any Force Majeure Event (as defined hereafter). For the purpose of this Agreement, "Force Majeure Event" shall mean and include, but not be limited to, war, revolution, invasion, insurrection (rebellion), riots, tribal or ethnic violence or unrest, acts of terrorism, sabotage, or other civil disorders, acts of God, lockdown, epidemic or pandemic or any other government restrictions or order, strikes or other labour disputes, acts or omissions to act, beyond the control of and not brought about by the acts or omissions of a Party.

15.2 The Party, whose fulfillment of its obligations under this Agreement is or may be affected by a Force Majeure Event ("**the Affected Party**"), shall notify the other Party of the same in writing promptly after becoming aware of such event. A written notice is also to be sent when the Force Majeure Event preventing, or curtailing performance shall have ended.

15.3 If fulfillment of the Affected Party's obligation under this Agreement has been affected as set out above by one or more Force Majeure Events, the Parties shall in good faith attempt to find a solution consistent with this Agreement and which is not unduly detrimental to either of them. If such a solution cannot be found within Sixty (60) Calendar Days after the occurrence of the first Force Majeure Event, either Party shall be entitled to terminate this Agreement.

16. MUTUAL OBLIGATIONS UNDER THE PERSONAL DATA PROTECTION ACT 2010 (PDPA)

- 16.1 During the ordinary course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they may need to Process Personal Data belonging to or supplied by each Party or from authorized third parties or any other persons from time to time by electronic or paper-based means.
- 16.2 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to the Processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement, including Processing of such Personal Data within and, where necessary, outside Malaysia, and the transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia, provided that these third parties undertake to keep such Personal Data confidential and process the Personal Data in compliance with the provisions of the PDPA, or to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to. For the purpose of this Clause, “**third parties**” include but not limited to each Party’s holding or parent company, subsidiaries, related and/or associated companies, vendors, suppliers, professional advisers, agents, contractors, third party service providers, insurance companies, banks, and financial institutions.
- 16.3 It is mandatory for a Party to supply the other Party with the Personal Data requested by the other Party to the extent the same is required under this Agreement. A Party shall inform the other Party when the supply of certain Personal Data is voluntary. Failure to supply any of the Personal Data requested may result in a Party being unable to provide his products/services or continue with any transaction or dealing with the other Party.
- 16.4 To the extent that a Party has disclosed (or will disclose) its employees, agents or other third parties’ Personal Data to the other Party, the disclosing Party warrants and represents that it has obtained (or will obtain) the relevant individual's consent to disclose such Personal Data to the other Party in accordance with this Clause and for the purpose of the performance of this Agreement, and for all other purposes that are necessary, incidental or related to the performance of this Agreement.
- 16.5 The Parties have the right to have access to and correction of each of their Personal Data. A Party reserves the right to charge a fee, which shall not exceed the maximum fee prescribed by the PDPA, for the provision of any information or data pursuant to any personal data access request by the other Party.
- 16.6 The Parties warrant and represent that all Personal Data disclosed or to be disclosed to the other Party is accurate and complete, and that none of it is misleading or out of date as of the date of this Agreement. The Parties shall promptly update each Party in the event of any change to such Personal Data.

16.7 For purposes of this clause, the words set out below shall have the following meanings: -

“PDPA” means the Personal Data Protection Act 2010, the applicable regulations, subsidiary legislation, guidelines, orders related thereto and any statutory amendments or re-enactments made of the PDPA from time to time.

“Personal Data” means any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should be wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of an organisation, including any Sensitive Personal Data (as hereinafter defined) and expression of opinion about the individual.

“Process” or “Processes” or “Processing” means collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on the Personal Data, including (a) the organization, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data.

“Sensitive Personal Data” means any Personal Data consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence or such other Personal Data as may be determined under the PDPA from time to time.

17. ASSIGNMENT

This Agreement shall be valid and binding upon and ensure to the benefit of the parties hereto and their respective successors in title. The parties hereto shall not be entitled to assign without prior written consent of the other Party in this Agreement except to entities within their respective group of companies.

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SCHEDULE 1

No	Item	Description
1	Date of this Agreement	As registered upon hereon.
2	Name of Customer	As registered upon hereon.
3	Address	As registered upon hereon.
4	Description of business of Customer	As registered upon hereon.
5	Initial Term	As registered upon hereon
6	Renewed Term	As registered upon hereon
7	Number of months' notice for renewal	Three (3) months
8	Expiry date of this Agreement	End of the initial term with the option of renewal.

*Where there are more than one (1) counterparties, the expression 'Customer' shall refer to each and every one of the counterparties as the context shall prescribe.

Schedule 2

Pricing and Payment Terms

No	Description
1.	Digital certificate fee per package per month

Term & Condition:

- Validity:** Price quoted as above is valid for thirty (30) days from the date hereof. Price is subject to Government SST.
- Payment Term:** Thirty (30) days from the invoice date.
- (If customer opt to pay through direct Telegraphic Transfer, all bank charges should be borne by customer's organization.)

Payment Details:		
Bank : CIMB Bank Berhad Branch : Cyberjaya Branch Account No : 8003227066	or forward the cheque to	MSC Trustgate.com Sdn Bhd. Suite 2-9, Block 4801, Level 2 CBD Perdana, Jalan Perdana, 63000, Cyberjaya, Selangor Attn: accounts/collection