

Letter of Offer

MSC Malaysia MyProcert Programme - Letter of Offer

Our Ref : TLT/L/A000000042/P00005093

Date : 07-10-2013

Attention : Arief Fikhrie Bin Mat Yamin

Dear Sir/Madam,

MSC Malaysia MyProCert (SRI)

Applicant / Recipient: Arief Fikhrie Bin Mat Yamin

We are pleased to inform that the application dated 27-09-2013 from Arief Fikhrie Bin Mat Yamin - 911220055255 ("Recipient") for funding under the above said Programme ("Programme") has been approved, subject to the terms and conditions set out in the Application, this Letter of Offer and the annexures attached hereto, as follows:

- (a) Annexure 1: Particulars of the Recipient;
- (b) Annexure 2: Particulars of the Grant and the Specified Purpose;
- (c) Annexure 3: Eligibility Criteria
- (d) Annexure 4: Reporting; and
- (e) Annexure 5: Terms and Conditions,

(collectively, "Letter of Offer"). In the event of any inconsistency between the terms of this Letter of Offer and the Application, this Letter of Offer shall prevail.

2. In consideration of the Recipient accepting and fulfilling the terms of this Letter of Offer, MDeC hereby agrees to make available the Grant (as specified in Annexure 2) strictly for the Specified Purpose (as specified in Annexure 2) during the Availability Period (as specified in Annexure 2) and in such manner as may be specified in Annexure 2, unless expressly cancelled, discontinued or extended in accordance with the Terms and Conditions as specified in Annexure 5 of the Application.

3. The Recipient is required to read and understand the content of this Letter of Offer and if the Recipient agrees with the same, the Recipient is requested to accept and upload Page 3 of Letter of Offer during reimbursement via Application Processing Management System 2 (APMS2), failing which this Letter of Offer shall lapse and cease to have any effect whatsoever and MDeC shall not have any obligation to make available or disburse any part of the Grant to the Recipient and the Recipient will not have any claim against MDeC whatsoever.

4. We wish to thank you for your interest in the Programme, and look forward the successful completion of the Programme.

5. Please do not hesitate to contact Maria Khor at mariakhor@mdec.com.my or 03-83237008 should you require any clarification.

Thank You.

For and on behalf of

MULTIMEDIA DEVELOPMENT CORPORATION SDN BHD

MUHAMMAD IMRAN KUNALAN ABDULLAH

Director, Talent Division

This is a computer generated letter and no signature is required

AGREEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

I/We, Arief Fikhrie Bin Mat Yamin - 911220055255, hereby acknowledge receipt of this Letter of Offer TLT/L/A000000042/P00005093 dated 07-10-2013. I/We hereby confirm that I/we have read and understood the content of this Letter of Offer, and hereby accept all the terms and conditions as set out herein, and agree to be bound by the same.

Signature of authorized
signatory/Recipient

Name & NRIC No.

Arief Fikhrie bin Mat Yamin 911220-05-5255

Designation

Student

Date

17-10-2013

Signature of witness

Name & NRIC No.

Date

Annexure 1

Particulars of the Recipient

Name of Recipient	Arief Fikhrie Bin Mat Yamin - 911220055255
Contact Details	Email: arief@fikhrie.net Mobile: +60136605820
Correspondence Address	

Annexure 2

Particulars of the Grant and the Specified Purpose

A. Nominated Participant	Arief Fikhrie Bin Mat Yamin - 911220055255
B. Grant (amount in RM)	999.00
C. Availability Period	Commencing from 07-Oct-2013 - 01-Dec-2013
D. Specified Purpose	For Examination costs incurred by the Recipient in relation to the Nominated Participant who participated and having passed/obtained the EXAM ONLY - Certified Ethical Hacker (CEH).
E. Manner of Disbursement	A single payment by MDeC in the manner specified in Item F below, upon MDeC being satisfied that: 1) The Nominated Individual has successfully completed and having passed and obtained the Certification; 2) the Recipient has complied with the terms of this Letter of Offer; 3) the Recipient has made payment of the Certification to the Authorised Training Partners; and receipt by MDeC on the following documents: (a) Copy of certificate/result slip of the Individual; (b) Original payment receipt for Training and Examination of the Individual.
F. Grant to be Paid to	Payment to be made to EC-Council Academy Sdn Bhd amounting to RM 999.00 per Nominated Participant.

Annexure 3

Eligibility Criteria

1. The Recipient warrants that it has met the following criteria in applying for the Grant and shall continuously maintain and comply with the following criteria at all times throughout the duration of the Availability Period: The Recipient is either:

(a) An individual who is

- A Malaysian citizen;
- Not an un-discharged bankrupt;
- Meeting the admission criteria of the certification and training course chosen;
- Not a recipient of, or has previously received the Grant under the Programme within the same year except for certification that has multiple exams

(b) A Company:

- Incorporated in Malaysia;
- Is not the subject of a winding up order.

Additional Criteria for MSC Malaysia MyProCert (Data Centre) Programme only

- Is an approved data centre service provider operating in Malaysia

2. In the case the Recipient is a company, it further warrants that the Nominated Participant is:

(a) A Malaysian citizen;

(b) Meeting the admission criteria of the certification and training course chosen;

(c) An employee of the Company;

(d) Not a recipient of, or has previously received the Grant under the Programme within the same year except for certification that has multiple exams

Annexure 4

Reporting

The Recipient is required to update the Recipient's / Nominated Participant's employment status to MDeC for a period of one (1) year after obtaining the Certification in such format and in accordance with such timeline as may be specified by MDeC.

Annexure 5

TERMS AND CONDITIONS

1. PURPOSE

- 1.1 The Terms and Conditions herein (the "Conditions") shall be read with and formed an integral part of the Letter of Offer (as hereinafter defined) issued by the Multimedia Development Corporation Sdn. Bhd. (389346-D) (the "MDeC") to the Recipient (as hereinafter defined).
- 1.2 The Grant shall only be utilised by the Recipient for the Specified Purpose during the Training/Certification Period until the Expiry Date in such manner as may be more particularly set out in the Letter of Offer and/or as may be notified by MDeC to the Recipient in writing.

2. INTERPRETATION

In this Conditions, the following rules of interpretation shall apply: -

- 2.1 Where the context requires, words importing the singular only shall also include the plural and vice versa and words importing persons or parties shall include firms, partnerships, corporations and any organisation having legal capacity and words denoting any gender shall include all genders.
- 2.2 The index and headings in this Conditions and any reference thereto shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of this Conditions.
- 2.3 All references in this Conditions to Clauses are, unless otherwise provided, references to the Clauses in this Conditions.
- 2.4 Communications which under this Conditions are required to be "in writing" may be hand-written, typewritten or printed and shall be in English or the Malay language.
- 2.5 All notices, instructions or instruments of whatsoever nature to be provided, issued or served under or in accordance with this Conditions shall be in writing.
- 2.6 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Conditions or any part of it.
- 2.7 A reference to a party to a document includes that party's successors and permitted assigns.
- 2.8 Any reference to any other agreement, deed or instrument shall be construed as a reference to that other agreement, deed or instrument as the same may have been, or may from time to time be, amended, varied, supplemented or novated.
- 2.9 Any covenant by either party to do or not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours to cause to be done such act or thing or not to permit or suffer such act or thing be done by another person.
- 2.10 If any provision of this Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Conditions shall remain in full force and effect.
- 2.11 Save where expressed otherwise, any reference to "day" shall mean a reference to a calendar day, and any reference to "month" shall mean a reference to a calendar month.
- 2.12 The terms "Grant", "Recipient", "Specified Purpose", "Certification", "Training/Certification Period", "Eligibility Criteria", "Expiry Date" shall bear the meaning and be interpreted in the manner as defined and specified in the Letter of Offer.
- 2.13 The term "Letter of Offer" shall mean and refer to the letter of offer specified at the last page of this Conditions.

3. ELIGIBILITY CRITERIA

The Recipient shall meet all the Eligibility Criteria as specified in the Letter of Offer and shall maintain the same throughout the duration of the Training/Certification Period until the Expiry Date.

4. CANCELLATION AND DISCONTINUANCE OF GRANT

4.1 Cancellation

If any part of the Grant is not drawn by the Expiry Date, all amount of the Grant shall automatically be cancelled and will not thereafter be available to the Recipient and MDeC shall not be obliged to make available any disbursement of the Grant.

4.2 Power to Withhold

MDeC may withhold the disbursement of the Grant or any portion thereof at any time if in its opinion the Recipient fails to or may not able to perform any of his/her obligations in accordance with this Conditions to the satisfaction of MDeC.

4.3 Discontinuance of Grant

Notwithstanding anything to the contrary in this Conditions, MDeC may, at its sole and absolute discretion, discontinue the Grant at any time prior to the Expiry Date, without providing any reason whatsoever without incurring any liability towards the Recipient, and/or any other parties.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties

The Recipient hereby represents and warrants to MDeC as follows:-

- (a) it has the full legal right, authority and power to apply and accept the Grant to execute, deliver and perform all its obligations under this Conditions;
- (b) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (i) to enable the Recipient lawfully to enter into, exercise its rights and perform and comply with its obligations under this Conditions, (ii) to ensure that those

obligations are valid, legally binding and enforceable in accordance with their respective terms and (iii) to render this Conditions admissible in evidence in the courts of Malaysia have been taken, fulfilled and done;

(c) the Recipient has received all necessary approvals, licences, consents, orders and exemptions from the relevant agency of state or such other applicable persons for the purpose of performing its obligations under this Conditions and each such approval, licence, consent, order and exemption has not been revoked, suspended or cancelled;

(d) the Recipient's entry into, exercise of its rights and/or performance of or compliance with its obligations under this Conditions will not violate, or exceed any power or restriction granted or imposed by, (i) any law or order of any court or other governmental agency to which it is subject, or (ii) its constituent documents, or (iii) any agreement or contractual arrangement;

(e) this Conditions constitutes legal, valid and binding obligations enforceable in accordance with its terms, subject to general equitable principles and insolvency, liquidated and other terms affecting creditors' rights generally, and does not contravene any legislation or regulation binding on the Recipient;

(f) it meets the Eligibility Criteria;

(g) no litigation, arbitration or administrative proceedings (including any investigation by any agency of state) is current or pending to restrain the entry of the Recipient into, exercise of its rights under and/or performance or enforcement of or compliance with its obligations under this Conditions;

(h) any reports, data bases, computer storage discs, computer printouts, estimates and other relevant documents or information compiled, provided or prepared by the Recipient and/or its servants or agents in relation to or in connection with the Specified Purpose, in whatever format or medium, do not infringe the intellectual property rights of any person; and in connection therewith the Recipient has, where applicable and required, obtained all requisite consents, licences, approvals or assignments necessary for the use of the same in relation to the Specified Purpose;

(i) no step has been taken by any person for the bankruptcy, dissolution or winding up of the Recipient or for the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Recipient or over any part of the assets of the Recipient;

(j) all information, financial statements, materials, reports and other documents and data furnished or to be furnished by the Recipient to MDeC in connection with its application for the Grant do not and shall not contain any untrue, misleading and/or inaccurate statements, and all information, materials, reports and other documents and data provided and to be provided to MDeC were provided and shall be provided after due and careful inquiry by the Recipient and do not and shall not omit any fact(s), the omission of which would have made such information, materials, reports and data misleading, inaccurate and/or untrue; and

(k) no Event of Default (as hereinafter defined) or potential Event of Default has occurred and/or is continuing.

5.2 Repetition By Reference

Each of the representations and warranties in Clause 5.1 will be correct and complied with in all material respects at all times throughout the Training/Certification Period until the Expiry Date as if repeated by reference to the circumstances then existing.

6. COVENANTS

6.1 Affirmative Covenants

The Recipient hereby covenants and agrees that throughout the Training/Certification Period until the Expiry Date, it shall, unless MDeC otherwise agrees in writing:-

(a) meet and continue to meet the Eligibility Criteria;

(b) promptly provide such additional financial and other detailed information as MDeC may from time to time reasonably request;

(c) promptly prepare and submit to MDeC any reports as may be specified by MDeC in such form and substance and in such manner and at such time as may be requested and determined by MDeC;

(d) attribute to the Government and to MDeC, credit for its support upon fulfilment of the Specified Purpose;

(e) ensure the utilisation of the Grant is only for the Specified Purpose;

(f) ensure that it devotes due commitment, resources and diligence in achieving the Specified Purpose in accordance with such guidelines and milestones as may be required;

(g) provide its fullest co-operation to MDeC and any of MDeC's representative(s) and such other persons as may be specified by MDeC including where applicable, to allow access to the Recipient's premises, facilities and/or any items whatsoever related directly or indirectly to the Specified Purpose such as but not limited to hardware, software, accounts, books and equipment to conduct an audit from time to time, and render all reasonable and necessary assistance to enable the said person(s) to inspect any and all matters relating to the Specified Purpose;

(h) at all times exercise reasonable skill and care in and about the performance of its obligations under this Conditions so as to ensure that it will not breach any consents, licences, approvals, authorisations, orders and/or exemptions which have been obtained in connection with the Specified Purpose;

(i) obtain and maintain in full force and effect all relevant consents, licences, approvals, authorisations, orders and/or exemptions and promptly obtain any further consents, licences, approvals, authorisations, orders and/or exemptions which may from time to time be necessary for carrying out the Specified Purpose, and for the continued due performance of the Recipient's obligations thereunder;

(j) perform all its obligations duly and promptly under this Conditions to the satisfaction of MDeC;

(k) adhere and comply with such additional conditions as may be specified by MDeC in writing;

(l) as and when and from time to time requested by MDeC, attend all meetings necessary in connection with the Grant and/or the Specified Purpose to which it may be required to attend and shall advise and render all necessary assistance;

(m) deliver and submit to MDeC all report(s) in accordance with the format and timeline as specified in the Letter of Offer;

(n) promptly disclose in writing to MDeC any event or circumstance, which arises or becomes known to it after the date hereof and prior to any and each disbursement of the Grant herein, which is inconsistent with any of the declarations, representations warranties or covenants contained herein, or which if disclosed be reasonably expected to affect the decision of MDeC to accept the application for the Grant and/or make available

the Grant or any sums thereunder or any part thereof; and

(o) comply with all applicable laws of Malaysia from time to time in force, with a strict regard to legislation and regulations applicable to the Specified Purpose.

6.2 Negative Covenants

The Recipient hereby covenants and agrees that throughout the Training/Certification Period until the Expiry Date, it shall not without the prior express written consent of MDeC:

(a) commit or threaten to commit a breach of any of the provisions of this Conditions; or

(b) enter into any agreement or understanding, whether oral or written, nor engage in any activity, which would in any manner be inconsistent with this Conditions.

7. EVENTS OF DEFAULT

7.1 Events of Default

Each of the paragraphs below describes circumstances which constitute an event of default (‘‘Event of Default’’) regardless of whether the event(s) are within or beyond the control of the Recipient:

(a) Breach of representation or warranty: Any representation or warranty made or deemed made by the Recipient herein, proved to have been incorrect in any material respect on or as of the date made or deemed repeated on any later date by reference to the circumstances then existing; or

(b) Delay, termination and/or abandonment of Certification: MDeC is of the opinion that the Certification has been delayed, terminated and/or abandoned; or

(c) Failure to adhere to timeline: The Recipient fails to adhere to such timeline as may be required by MDeC or any other event and/or circumstance arises, which, in the opinion of MDeC interferes or threatens to interfere with the Specified Purpose; or

(d) Non-compliance/Breach: The Recipient does not or fails to diligently perform or comply with, or commits a breach of any one or more of its obligations under this Conditions if in the opinion of MDeC the non-compliance and/or breach is capable of remedy, and the Recipient does not take steps to the satisfaction of MDeC to remedy such non-compliance and/or breach within the relevant time periods as provided for or stipulated by MDeC; or

(e) Death or incapacity: In the case where the Recipient is an individual, the Recipient dies or becomes incapacitated or of unsound mind or serves any custodial sentence or terminates or threatens to terminate his obligations under the Conditions; or

(f) Failure to obtain approvals, licences or consents: At any time any act, condition, thing, approvals, licences or consents required to be done, fulfilled, performed or obtained in order (i) to enable the Recipient lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it in this Conditions, (ii) to ensure that the obligations of the Recipient in this Conditions are legal, valid and binding, (iii) to make this Conditions admissible in evidence in Malaysia, is not done, fulfilled, performed or obtained or is withdrawn or otherwise ceases for any reason to remain in full force and effect, and (iv) to enable the Recipient lawfully to perform the obligations to fulfill the Specified Purpose, is not done, fulfilled, performed or obtained, and which in the opinion of MDeC is not capable of remedy or which, in the opinion of MDeC being capable of remedy, is not remedied to the satisfaction of MDeC, within thirty (30) days after the Recipient becomes aware of its default; or

(g) Cessation of business: In the case where the Recipient is a company or a registered business, the Recipient ceases or threatens to cease to carry on its business or any part of its business and in the reasonable opinion of MDeC such event has or could have a material adverse effect on the Recipient’s ability to perform its obligations under this Conditions; or

(h) Distress and similar action: A warrant of attachment or execution or similar process against any substantial part of the assets of the Recipient is issued; or

(i) Insolvency: The Recipient becomes or is declared insolvent, bankrupt, is unable to pay its debts as they fall due, stops or suspends payment of its debts as they fall due or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its or makes a general assignment for the benefit of or a composition with its creditors; or

(j) Winding up: Any step is taken by any person for the bankruptcy, dissolution, winding up of the Recipient or for the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Recipient or over any part of the assets of the Recipient; or

(k) MDeC’s opinion: Any event occurs or circumstances arise which, in the reasonable opinion of MDeC, give grounds for believing that the Recipient may not (or may be unable to) perform or comply with any one or more of its obligations under this Conditions.

7.2 Consequence of Default

Upon the occurrence of an Event of Default under Clause 7.1, MDeC may by written notice to the Recipient declare that an Event of Default has occurred and simultaneously or at any time thereafter while such Event of Default is continuing, MDeC may by notice to the Recipient declare that:

(a) the Grant (if not fully drawn down by the Recipient and/or fully disbursed by MDeC) shall be cancelled whereupon the same shall be cancelled; and

(b) the Grant shall no longer be available to the Recipient whereupon MDeC shall no longer be under any obligation to make available the Grant or any part thereof to the Recipient; and/or

(c) repay to MDeC either the full amount of the Grant disbursed to and/or for the benefit of the Recipient or such smaller sum as MDeC in its sole and absolute discretion may specify, in each case together with interest compounded at a rate prescribed by Malayan Banking Berhad as its then prevailing base lending rate from the date the relevant sum of money was disbursed to the Recipient to the date the said sum is repaid and within the time specified in the said repayment notice.

8. EXCLUSION AND LIMITATION OF LIABILITY

MDeC shall not be liable to the Recipient or any third party for any claim, damage, loss or expenses whatsoever or howsoever caused arising

directly or indirectly in connection with this Conditions, including liability for any special, punitive, incidental or consequential loss, damage, corruption to or destruction of software or data, wasted expenditure, or for loss of profit, business, revenue, goodwill or anticipated savings, and shall be under no liability to the Recipient in respect of any loss or damage which may be suffered or incurred or which may arise directly or indirectly in respect of the acts or omission of any third party, even if MDeC has been advised of the possibility of such damages.

9. INDEMNITY

9.1 Indemnity

The Recipient shall indemnify and hold harmless MDeC against and from:-

- (a) any act, omission, breach, non-observance or non-performance by the Recipient or its respective employees, servants or agents of any of the provisions of this Conditions, which result in MDeC incurring any liability whatsoever;
- (b) any claim, damage, loss or expenses due to or resulting from any negligence, omission, default, wrongful act or breach of duty on the part of the Recipient or its employees, servants or agents; and
- (c) any and all claims and proceedings for or on account of infringement of any protected intellectual property rights related to or in any way connected with this Conditions, including but not limited to the schedules, reports, electronic and digital reports and data bases, computer storage discs, computer printouts, estimates and other relevant documents or information compiled or prepared by the Recipient in relation to or in connection with the Specified Purpose and/or this Conditions and in the work executed therefrom, and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

9.2 Early Termination

The expiry or earlier termination of this Conditions shall not affect the liability of the Recipient for any of its acts or omission and MDeC shall be kept indemnified and held harmless in respect of any claim arising therefrom.

10. CONFIDENTIAL INFORMATION

10.1 Confidentiality

(a) The Recipient agrees that it shall, and shall procure that all its employees, servants and agents:

- (1) Treat and safeguard as private and confidential in nature any and all information acquired from and/or disclosed by MDeC in relation to and in connection with the Grant (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such) (â€œConfidential Informationâ€) and accordingly not disclose any Confidential Information to any other person; and
- (2) Not use any Confidential Information for any purpose other than for the purpose as agreed by MDeC.

(b) The Confidentiality obligation in Clause 10.1 shall not apply to:

- (1) any information in the public domain otherwise than by breach of the Conditions set out herein;
- (2) information in the possession of the receiving party before disclosure thereof by the disclosing party; information obtained without restriction from a third party; or
- (3) information required to be disclosed by a court of competent jurisdiction, Governmental body or applicable regulatory authority.

11. PERSONAL DATA

11.1 The Recipient hereby represents and warrants that, with regard to the personal data (as defined under the Personal Data Protection Act 2010) provided or to be provided for the purpose(s) of and/or in connection with this Conditions, the Recipient (i) has obtained the required consent for MDeC to process the personal data in question; and (ii) the Recipient is in compliance with the Personal Data Protection Act 2010 (as and when it becomes enforceable). The Recipient further covenants and agrees that, with regard to the personal data which may be provided by MDeC to the Recipient pursuant to this Conditions, the Recipient shall:

- (a) process the personal data only in accordance with MDeCâ€™s instructions and only for the purpose(s) of and/or in connection with this Conditions;
- (b) keep the personal data confidential;
- (c) not transfer the personal data to any other third party and/or use the personal data for other purpose(s) except for the purpose(s) stated in subparagraph (a) above;
- (d) not permit its subcontractor(s) and/or agent(s) to process personal data without prior written consent of MDeC;
- (e) immediately destroy and cease using the personal data after the Expiry Date or earlier termination of this Conditions;
- (f) implement security policies, rules and, technical and organizational security measures to protect the personal data from unauthorised access, improper use or disclosure and/or accidental loss;
- (g) provide MDeC the right to review, audit and inspect its security measures taken in processing personal data;
- (h) promptly inform MDeC of any actual or suspected security breach involving personal data; Â
- (i) take adequate remedial measures as soon as possible and promptly provide MDeC with all relevant information and assistance as requested by MDeC regarding the security breach; and
- (j) comply with the Personal Data Protection Act 2010 (as and when it becomes enforceable).

12. AMENDMENTS BY MDEC

MDeC may modify, vary and/or amend any provisions of this Conditions by way of a written notice given by MDeC to the Recipient whereupon such modification, variation and/or amendment shall be read and construed as if such modification, variation and/or amendment had been incorporated in and had formed part of this Conditions at the time of execution hereof.

13. MDECâ€™S AUDIT RIGHTS

13.1 Access and audit rights

MDeC may undertake audit(s) from time to time as required to ensure compliance with the Recipientâ€™s obligations under this Conditions. In this

regard, the Recipient shall:

(a) co-operate with MDeC and such relevant parties in the performance and conduct of any audit(s) as may be specified by MDeC. In such event, the Recipient shall:

(1) permit, grant or procure access for MDeC's Representatives and such other persons as may be specified by MDeC, to the Recipient's premises, books, records, invoices, receipts of payments, accounts for payments, documents, any other materials relevant in the Recipient's discharge of its obligations under this Conditions, equipment and other property relevant to the performance of this Conditions, as required by MDeC at any time during the Recipient's official business hours. Such access includes, but is not limited to, access for the purpose of inspection, reporting and liaison and for verification of compliance by the Recipient with this Conditions;

(2) provide full assistance in the said auditing activities, including but not limited to facilitating, coordinating and ensuring the cooperation of relevant parties in the said auditing activities; and

(3) meet with MDeC's Representatives to, among other things, clarify issues, answer queries, develop and propose such plans and timelines as may be relevant; and

(b) indemnify MDeC against all costs and expenses of any audit(s) undertaken by MDeC and/or MDeC's Representatives and/or such other persons as may be specified by MDeC if the audit discloses a breach by the Recipient of any of its obligations under this Conditions.

13.2 Overpayment

In the event such inspection or audit reveals any error on previously submitted reports and/or documents which have resulted in an overpayment by MDeC, MDeC shall have the right to:

(a) request the repayment by the Recipient of the overpaid amount upon which such overpaid amount shall be immediately due and payable by the Recipient to MDeC;

(b) offset the overpayment as against any sum payable to the Recipient by MDeC; and/or

(c) offset the overpayment as against any future claim raised by the Recipient against MDeC.

13.3 Costs and expenses

Subject always to Clause 13.1(b), any costs incurred in relation to the engagement of MDeC's Representatives and/or other related expenses incurred pursuant to this Clause 13 shall be borne by MDeC. The Recipient agrees, at its own cost, to afford all reasonable access, accommodation, facilities and assistance to MDeC and the aforesaid officers, employees and advisors in their tasks.

13.4 Records

The records pertaining to the Grant and this Conditions will be kept in a secured place by the Recipient and will be available for audit by MDeC for a period of seven (7) years from the date of issuance of this Conditions. The Recipient agrees to provide MDeC with adequate facilities to conduct the audit, including a working area with a desk and chair at the Recipient's business or registered address, or if applicable, at both premises.

14. ASSIGNMENT

(a) The Recipient shall not assign nor transfer any part of the Recipient's rights and/or obligations hereunder.

(b) MDeC shall have the right at any time to assign or transfer its interests in this Conditions to any third party nominated to act on its behalf. If requested to do so by MDeC the Recipient shall execute a deed of novation so that the nominated third party shall stand in the place of MDeC under the Conditions.

15. TIME IS OF THE ESSENCE

Time shall be of the essence in this Conditions.

16. WAIVER

Failure by MDeC to demand performance of any term or condition shall not be deemed a waiver by MDeC of its right to demand performance at a later date.

17. FORCE MAJEURE

17.1 Force Majeure

Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Conditions caused by labour disputes, strikes, riots, fire, acts of God, Government actions or any other cause which is beyond its reasonable control (à Force Majeure).

17.2 Notification of Force Majeure

The party claiming the event of Force Majeure will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

17.3 Suspension of obligations

If the party claiming the event of Force Majeure has complied with Clause 17.2 its performance under this Conditions will be suspended for the period that the event of Force Majeure continues and the party will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage. As regards such delay or stoppage:

(a) any costs arising from the delay or stoppage will be borne by the party incurring those costs;

(b) either party may, if the delay or stoppage continues for more than thirty (30) continuous days, terminate this Conditions with immediate effect by giving written notice to the other and neither party will be liable to the other for such termination; and

(c) the party claiming the event of force majeure will take all necessary steps to bring that event to a close or to find a solution by which this Conditions may be performed despite the event of Force Majeure.

18. NOTICES

All notices required to be given under this Conditions shall be given in writing, at the respective addresses of the parties as set out hereinbelow, or such other address as shall have been notified in writing to the other party prior thereto, and shall be addressed to the attention of the persons specified. The notice shall be deemed to have been given:-

- (a) if hand delivered during normal business hours of the recipient of such notice, upon the acknowledgement of receipt by the recipient of such notice;
- (b) if transmitted by facsimile during normal business hours of the recipient of such notice, upon confirmation of successful transmission of such facsimile; or
- (c) if sent by registered post, three (3) business days after posting.

Recipient:

In accordance with the details specified in the Letter of Offer

MDeC

MSC Headquarters

2360 Persiaran APEC,

63000 Cyberjaya

Selangor, Malaysia

Attn to: Chief Executive Officer

Tel: 03-8315 3000

Fax: 03-8318 8518

19. INVALIDITY AND SEVERABILITY

If any provision of this Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic and commercial objectives of the invalid or unenforceable provision.

20. SUCCESSORS BOUND

This Conditions shall be binding on and shall ensure for the benefit of the successors, representatives and permitted assigns of each of the parties hereto.

21. FURTHER UNDERTAKINGS

The Recipient hereby undertakes with MDeC to execute and deliver any other documents and take any other steps as shall be reasonably required to carry out and perform its respective obligations under inter alia this Conditions.

22. BINDING NATURE OF AGREEMENT

Without prejudice to the laws of Malaysia on the limitation of proceedings, this Conditions shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations.

23. SURVIVAL

The expiration or earlier termination of the Letter of Offer shall not in any way prejudice or affect the operation of any of the provisions thereof which are reasonably contemplated to be or are capable of operation after the expiration or earlier termination of the Letter of Offer and accordingly all such provisions shall continue in full force and effect after expiration or earlier termination of the Letter of Offer.

24. STAMP DUTY, TAXES AND COSTS

- (a) The proper stamp duty, if any, on the Letter of Offer including penalty arising therefrom shall be borne by the Recipient. The parties shall bear its own costs and expenses for preparing, approving and completing the same.
- (b) MDeC may at its absolute discretion undertake the stamping of, and payment of any applicable duties, fees or other charges on, the Letter of Offer on behalf of the Recipient, in which event the Recipient shall reimburse MDeC for any such duties fees or other charges paid by MDeC, and MDeC shall be entitled at any time and without notice to the Recipient to set-off any sum or sums payable to the Recipient by MDeC towards the satisfaction of any such reimbursement.
- (c) The Recipient shall be responsible for any withholding tax, service tax, excise and import levies and/or any applicable tax or duties levied within Malaysia.

25. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to imply a partnership, joint venture, principal-agent or an employer-employee relationship between the parties and neither party shall have any right, power or authority to create any obligation, express or implied on behalf of the other.

26. GOVERNING LAW AND JURISDICTION

The Letter of Offer and all disputes and differences arising out of or in connection therewith (including any dispute regarding the existence, validity

or termination of the Letter of Offer or the consequences of its nullity) shall be governed by and construed in accordance with the laws of Malaysia. The courts of Malaysia shall have exclusive jurisdiction to settle any dispute arising out of or in connection therewith (including a dispute regarding the existence, validity or termination of the Letter of Offer or the consequences of its nullity).