GOVERNMENT RESOURCE PLANNING (GRP 9.0) SUBSCRIPTION CLOUD SERVICE AGREEMENT

Between

MALAYSIA PRODUCTIVITY CORPORATION

And

CENTURY SOFTWARE (M) SDN BHD
(Company No. 199701030091 (445590-U))

FOR A PERIOD OF

3RD OCTOBER 2022 TO 30TH SEPTEMBER 2023

TABLE OF CONTENT

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

KERAJAAN MALAYSIA

LHDN
MALAYSIA

SIJIL SETEM
STAMP CERTIFICATE

ASAL

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*	FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.*	T01CF223A8XB0CY
Jenis Surat Cara *Type Of Instrument*	PERJANJIAN PERKHIDMATAN SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument*	16/12/2022
Balasan *Consideration*	RM 205,000.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
MALAYSIA PRODUCTIVITY CORPORATION, NO SYARIKAT TIADA

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
CENTURY SOFTWARE (MALAYSIA) SDN. BHD., NO SYARIKAT 199701030091 (445590-U)

Butiran Harta / Suratcara *Property / Instrument Description*
TIDAK BERKENAAN

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem *Stamp Certificate No.*	FDCY1A230079079
Tarikh Penyeteman *Date of Stamping*	04/01/2023
Duti Setem Dikenakan *Amount of Stamp Duty*	RM 205.00
Penalti *Penalty*	RM 0.00
Pelarasan *Adjustment*	RM 0.00
Jumlah Dibayar *Total Amount Paid*	RM 205.00
Indorsemen *Indorsement (Akta Setem 1949)*	Seksyen 37 P.U.(A) 428/2021

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)   **Tarikh Cetak** *Printed Date* : **04/01/2023 09:11:47**

— *tamat/end* —

SUBSCRIPTION CLOUD SERVICE AGREEMENT
GOVERNMENT RESOURCE PLANNING (GRP 9.0)

THIS GRP 9.0 SUBSCRIPTION SERVICES ("Agreement") is made and entered into on .16. December 2022.

BY AND BETWEEN

MALAYSIA PRODUCTIVITY CORPORATION a statutory body established under the Malaysia Productivity Corporation (Incorporation) Act 1966 [Act 408], having its office at Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor, Malaysia ("Customer");

AND

CENTURY SOFTWARE (M) SDN BHD (Company No. 199701030091(445590-U)), whose registered business address is at A-8, Block A, Level 8 Sunway PJ 51A, Jalan SS 9A/19 Seri Setia, 47300 Petaling Jaya, Selangor ("Company");

The Customer and Company together will be referred to as the "Parties" and individually as "Party".

BACKGROUND

WHEREAS the Customer requires cloud services and other related services from the Company;

WHEREAS the Company agrees to render cloud services and other related services to the Customer;

WHEREAS This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

All definitions and capitalised terms used in this Agreement have the meaning assigned to them as specified in Schedule 1 (Part A). The interpretation clause in Schedule 1 (Part B) sets out the rules of interpretation for this Agreement.

2. AGREEMENT AND SCOPE

The Agreement governs the Customer's access to and use of the Cloud Service /Platform (as defined herein) which may include other related services.

3. CLOUD SERVICE/PLATFORM

3.1 Description of Cloud Service

3.1.1 Subject to the terms and conditions of this Agreement, Customer shall have the worldwide, non-exclusive, non-transferable, right to the Cloud Service/Platform as set forth in detail in Schedule 2 of this Agreement.

3.1.2 The terms of this Agreement shall also apply to updates and upgrades subsequently provided by the Company to Customer for the Cloud Service/Platform.

3.2 Access to Cloud Service/Platform

3.2.1 Company grants to Customer the Cloud Service/Platform, solely in accordance with the applicable terms as set forth in the Agreement during the applicable Subscription Period (as defined herein)

3.2.2 The right to access and use the Cloud Service/Platform during the Subscription Period is only to the extent of authorisations acquired by the Customer and is limited to Customer's own internal business operations and purposes.

3.2.3 Customer may permit its Users (as defined herein) to have access and use the Cloud Service/Platform in accordance with this Agreement provided that each User agrees in writing to be bound by this Agreement, and Customer is responsible and fully liable for User's compliance with and breach of this Agreement.

3.2.4 Unless a specific hosting region is specified in this Agreement, Company shall host and provide the Cloud Service/Platform from such centre(s) and location(s) as Company may determine.

3.2.5 Customer must have an Account to use the Cloud Service/Platform and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account. Company has no obligation to provide multiple accounts to Customer.

3.3 Customer Configuration

3.3.1 Company's provision of the Cloud Service/Platform is based on the requested Customer configurations. The Customer acknowledges and agrees that the Customer is solely responsible for the Customer configurations and assuring that the selection conforms to the Customer's policies and procedures and complies with all applicable laws and regulations in jurisdictions in which the Customer accesses the Cloud Service/Platform.

3.4 Resources and Software

3.4.1 Company will provide the facilities, personnel, equipment, if any, and other resources necessary to provide the Cloud Service/Platform and generally available

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user guides and Documentation (as defined herein) to support Customer's access and use of the Cloud Service/Platform.

3.4.2 The Cloud Service/Platform may require the use of enabling software that Customer downloads to Customer's systems to facilitate the access and use of the Cloud Service/Platform.

3.4.3 Customer may use enabling software only in connection with access and use of the Cloud Service/Platform and according to any licensing terms if specified in the Agreement. Enabling software is provided as-is, without warranties of any kind.

3.5 Managing Parties

3.5.1 If Customer enters into a contract for a third party to manage Customer Data (as defined herein) and other information technology resources (Managing Party) (as defined herein), Customer may authorize the Managing Party to use the Cloud Service/Platform on Customer's behalf, provided that:

(a) the Managing Party only uses the Cloud Service/Platform for Customer's internal business operations and purposes;

(b) the Managing Party agrees in writing to be bound by this Agreement;

(c) Customer provides Company with written notice that a Managing Party will be using the Cloud Service/Platform on Customer's behalf; and

(d) Customer remains responsible for all use of the Cloud Service/Platform by the Managing Party.

3.6 Third Parties

3.6.1 In the event that the Customer opts to access, use, or purchase cloud services from third parties, any access, use, or purchase of such third-party cloud services, will be solely at Customer's own risk and the Company disclaims all liability or obligation relating to the same.

3.6.2 Any contract entered into, and any transactions completed, relating to or in connection with such third-party cloud services is between Customer and the relevant third party, not the Company.

4. SUPPORT SERVICES AND SERVICE LEVELS

4.1 In using the Cloud Service/Platform, the Company shall provide specific services to Customer during the Subscription Period.

4.2   Company shall provide Support Services and Maintenance Services (both as defined herein) (collectively described as "Services") to Customer as part of the Cloud Service/Platform and these Services are described in the Schedule 3, which forms part of this Agreement.

4.3   The terms and conditions relating to Services may be updated from time to time and are incorporated into this Agreement by reference.

4.4   Company shall provide the Cloud Service/Platform in accordance with the Service Level Agreement as described in Schedule 4 below.

4.5   Company provides its standard training for Cloud Service by telephone, email consultation, or virtual media, both in-person and electronically. Any fees required for such training will be determined by both Parties giving mutual consent.

5.   RESTRICTIONS (USE POLICY)

5.1   The Customer shall use the Cloud Service/Platform in accordance with this Agreement. Customer shall not, and shall prevent Users from using the Cloud Service/Platform to:

(a) license, sublicense, access, sell, transfer, assign, distribute, or otherwise commercially exploit or make the Cloud Service/Platform available to any third party except as permitted by this Agreement;

(b) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Cloud Service/Platform;

(c) alter or remove any marks or proprietary legends contained in the Cloud Service/Platform;

(d) evade or otherwise interfere with any authentication or security measures of the Cloud Service/Platform;

(e) interfere with or disrupt the integrity or performance of the Cloud Service/Platform;

(f) conduct fraudulent activities;

(g) attempt to gain unauthorized access to the Cloud Service/Platform, engage in any denial of service attacks, or otherwise cause immediate, material or ongoing harm to Company, its provision of the Cloud Service/Platform, or to others;

(h) impersonate or misrepresent an affiliation with a person or entity;

(i) monitor the availability, security, performance, functionality, or for any other benchmarking or competitive purposes without Company's express written permission; and

(j) violate applicable law or regulation, infringe on the rights of any person or entity, or violate this Agreement.

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5.2 Each of (a) to (j) is a Prohibited Use. A Prohibited Use is a material breach of this Agreement in Company's sole discretion.

5.3 Customer may not and may not cause or permit others to access or use the Cloud Service/Platform to build or support, directly or indirectly, products or services competitive to with the Cloud Service/Platform of the Company.

6. TERM AND SUBSCRIPTION

6.1 Agreement

6.1.1 The Agreement shall come into force upon the Subscription Effective Date until the Subscription Expiry Date in accordance to Schedule 5 unless terminated earlier by a Party pursuant to Clause 7 below.

7. TERMINATION

7.1 Termination for Convenience
Either Party may terminate this Agreement for any reason on at least one (1) months' notice to the other and terminating the Cloud Service/Platform and Services.

7.2 Termination for Cause
Either Party may terminate for cause the entire Agreement, without liability to the other at any time with immediate effect upon written notice if the other Party:

(a) is in material breach of any of its obligations under the Agreement and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach; or

(b) voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over it or any of its assets; passes a resolution for winding-up or a court of competent jurisdiction makes an order to that effect;

(c) becomes subject to an administration order; enters into any voluntary arrangement with its creditors; ceases or threatens to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

7.3 Upon termination or expiration of the Agreement access to or use of the applicable Cloud Service/Platform shall cease immediately and all the Confidential Information related thereto shall be destroyed (or at Company's request returned).

7.4 Except where an exclusive remedy is specified in the Agreement, the exercise by either Party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies (including Customer's obligation to pay fees) it may have under this Agreement, by law, or otherwise.

8. FEES AND PAYMENT

8.1 Customer agrees to pay all fees for the Cloud Service/Platform, in accordance with the terms of this Agreement.

8.2 The fees charged for Cloud Service/Platform and the Services transacted under this Agreement will be Company's "then-current" charges as quoted by Company as specified in Schedule 5.

8.3 All fees payable are due within fourteen (14) days from the invoice date upon presentation of the applicable invoice, subject always to the verification by the Customer of such invoice.

8.4 Company's fees do not include any local, state, federal taxes, levies or duties of any nature, including value-added, sales or withholding taxes ("Taxes").

8.5 The provision of the Cloud Service/Platform and the Services to the Customer by the Company under this Agreement is subject to Customer's timely payment of all fees owed to the Company or its authorized distributors transacting with the Customer for access to and use of the Cloud Service/Platform, as provided in the Agreement.

9. CUSTOMER DATA AND USAGE

9.1 Customer Data

9.1.1 Customer owns exclusively all right, title and interest in and to Customer Data (as defined herein) and shall have sole responsibility and liability for:

(a) the legality, appropriateness, and integrity of Customer Data;

(b) the completeness, reliability, accuracy and quality of Customer Data;

(c) obtaining all rights and maintaining all necessary licenses and consents, if any, related to Customer Data as required by the Company to perform the Cloud Service/Platform; and

(d) the entering of Customer Data into the Cloud Service/Platform.

9.1.2 Customer acknowledges that:

(a) Company will not be held responsible in any way for infringement or violation of proprietary rights over such Customer Data or the violation of any applicable laws, arising or relating to such Customer Data and/or communications; and

(b) that the Customer Data has been collected and is maintained in compliance with applicable Data Protection Laws (as defined herein).

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9.1.3   Customer grants to Company a right:

(a) to use, host, process, transmit, monitor, manage, replicate, access, store, and cache Customer Data in connection with performing our rights and obligations under the Agreement for a period of time consistent with Company's standard business processes for the provision of the Cloud Service/Platform pursuant to and in accordance with this Agreement ;

(b) where necessary, to transfer Customer Data, to any third parties used by the Company but only as required for the provision of the Cloud Service/Platform; and

(c) Where applicable, to collect other data derived from Customer's use of the Cloud Service/Platform for development, benchmarking, marketing, and for creating analyses.

9.1.4   During the Subscription Period, Customer will be entitled to access Customer Data at any time.

9.2   Customer Data Protection

9.2.1   Company will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. These safeguards will include, but will not be limited to, measures designed to protect against the unauthorized access to or disclosure of Customer Data.

9.2.2   The Company shall ensure compliance with the Personal Data Protection Act 2010 and other applicable data privacy and protection laws and security best practices as contemplated by this Agreement, with particular regard to:

(a) its collection, processing and use;

(b) its safeguarding and protection;

(c) any transfer to third parties;

(d) its retention.

9.3   Data Deletion and Sanitization

9.3.1   Following expiration or termination of the Agreement, Company will delete or destroy Customer Data remaining on the Cloud Service/Platform unless applicable law requires retention for a specified period. Any such retained data is subject to the confidentiality provisions of this Agreement.

9.3.2 Upon Customer's written request and consent and at the expense of the Customer, the Company will use a media sanitization process that deletes and destroys Customer Data in all its forms in accordance with the recognised industry standards, guidelines and accepted industry practices and provide the Customer with written certification of sanitization.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All rights, title and interest in and to the Cloud Service/Platform (including without limitation all Intellectual Property Rights (as defined herein) therein and all modifications, extensions, customizations, scripts or other derivative works of the Cloud Service/Platform provided or developed by Company) and anything developed or delivered by or on behalf of Company under this Agreement are owned exclusively by Company or its licensors.

10.2 Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Cloud Service/Platform, express or implied, or ownership in the Cloud Service/Platform or any Intellectual Property Rights thereto.

10.3 Customer grants Company a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Cloud Service/Platform (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Cloud Service/Platform.

11. OBLIGATIONS OF THE PARTIES

11.1 Customer Obligations

11.1.1 Customer Access

(a) Customer is responsible for all activity occurring under Customer's Cloud Service/Platform under the Company's designated Account. Customer will provide Company with all information and assistance required to supply the Cloud Service/Platform or enable Customer's use of the Cloud Service/Platform.

(b) Customer will immediately notify Company of any unauthorized Account use or other suspected security breach, or unauthorized use, copying or distribution of Cloud Service/Platform, Documentation or Customer Data.

11.1.2 System Administrator

(a) As needed, Customer will provide Company contact information for Customer's System Administrator (as defined herein), who is authorized to

provide the information required to configure and manage the Cloud Service/Platform.

(b) Depending on the Cloud Service/Platform contracted/subscribed for, the Company may provide Customer with a confidential access code which may only be accessed by the System Administrator.

11.1.3 Updated Information

Customer must provide current and complete Users' information as necessary for Company to manage the Customer's Account.

12. LIMITED WARRANTIES

12.1 Each Party represents that it has validly entered into this Agreement and that it has the power and authority to do so.

12.2 Subject to limitations in this Clause 12, Company warrants that:

(a) the Cloud Service/Platform shall:
   i. operate substantially in accordance with the terms of this Agreement and as specified in the applicable Documentation, when used in accordance with the terms of the Agreement; and
   ii. conform to the applicable service levels as set forth in the applicable Service Level Agreement.

(b) the Services will be rendered using commercially reasonable care and skill, and in accordance with recognised standards of industry practice.

12.3 Company does not warrant any specifications other than those set out in the Documentation, including without limitation statements made in presentations of the Cloud Service/Platform, public statements or advertising campaigns.

12.4 Customer acknowledges and is aware that, in accordance with the current state of technology, the Cloud Service/Platform cannot be fully error-free, or operate entirely without interruption.

12.5 Further, Company does not warrant:

(a) against problems caused by Customer's use of the Cloud Service/Platform with any third-party software, misuse, improper testing, unauthorized attempts to repair, modifications or customizations to the Cloud Service/Platform by Customer or failure to comply with instructions provided by Company or any other cause beyond the range of the intended use of the Cloud Service/Platform;

(b) against any Malware, data breaches and data losses which could not have been avoided by adequate, state-of-the art security in accordance with Company's then-current security infrastructure;

(c) that the Cloud Service/Platform will achieve Customer's intended results, nor that the Cloud Service/Platform has been developed to meet Customer's individual requirements.

12.6   If the Cloud Service/Platform provided to Customer are not performed as warranted, Customer must promptly provide Company with a written notice that describes the deficiency in the Cloud Service/Platform.

13.   REMEDIES

13.1   During the Subscription Period, if the Cloud Service/Platform does not conform with the warranties provided in Clause 12 above, Company will at its expense correct any such non-conformance or provide Customer with an alternative means of accomplishing the desired performance.

13.2   If Company cannot reasonably make such correction or substitution, as determined in Company's sole discretion, Company will refund Customer any prepaid fees covering the remainder of the Subscription Period for the affected Cloud Service/Platform and terminate Customer's access to and use of the affected Cloud Service/Platform for which Customer has received the refund. Such correction, substitution, or refund constitutes Customer's sole and exclusive remedy, and Company's sole and exclusive liability for any breach of the warranty.

14.   DISCLAIMER

14.1   To the maximum permitted by applicable law, the warranties and remedies provided in Clauses 12 and 13 are exclusive and in lieu of all other warranties, express, implied or statutory, including warranties of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, expressly disclaimed by Company, its Affiliates, sub-contractors and suppliers.

14.2   Company does not warrant that the Cloud Service/Platform will be performed error-free or uninterrupted, that Company will correct all services errors, or that the services will meet Customer's requirements or expectations. Company is not responsible for any issues related to the performance, operation or security of the services that arise from Customer Data or third party applications or services provided by third parties.

15.   LIMITATIONS OF LIABILITY

15.1   In no event will either party or its Affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees under this agreement), sales, data, data use, goodwill, or reputation.

15.2 In no event shall the aggregate liability of Company and its Affiliates arising out of or related to this Agreement or Customer's order form, whether in contract, tort, or otherwise, exceed the total amounts actually paid under Customer's order form for the Cloud Service/Platform giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability

16. INDEMNIFICATION

Each Party shall at its own expense indemnify and keep the other including its directors, officers, employees, agents, successors and assigns indemnified from and against any actual or third-party claims, actions, suits, liabilities, losses, damages, costs, and expenses arising out of or in connection with the Agreement that includes:

(a) any violation of any copyright, trademark, or service mark;

(b) any violation of proprietary right of any person or entity;

(c) any violation of any state, and/or federal laws or regulations;

(d) any defamatory matter.

17. CONFIDENTIALITY

17.1 By virtue of this Agreement, the Parties may disclose to each other information that is confidential. Confidential Information shall be limited to the terms under this Agreement and the Customer Data residing in the Cloud Service/Platform, and all information clearly identified as confidential at the time of disclosure.

17.2 A Party's Confidential Information shall not include information that:

(a) is or becomes a part of the public domain through no act or omission of the other Party;

(b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;

(c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or

(d) is independently developed by the other Party.

17.3 Each Party agrees not to disclose the other Party's Confidential Information to any third party other than as set forth in the following sentence for a period of three (3) years from the date of the disclosing Party's disclosure of the Confidential Information to the receiving Party; however, Company will protect the confidentiality of Customer Data residing in the Cloud Service/Platform for as long as such information resides in the Cloud

Service/Platform. Each Party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Company will protect the confidentiality of Customer Data residing in the Cloud Service/Platform in accordance with the Company security practices as described in this Agreement.

18. GENERAL PROVISIONS

(A) Sub-contracting

Company may subcontract all or part of the Cloud Service/Platform to a qualified third party. Company may also at any time involve any of the Company's Affiliates and successors in business as subcontractors under this Agreement. In such event, Company will be liable for any sub-contractors used in the performance of the Company's obligations under the Agreement.

(B) Assignment

Except as permitted herein, neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either Party to assign or transfer the Agreement without the prior written consent of the other will be null and void. Notwithstanding the foregoing, the Company may at any time upon notice to Customer assign or otherwise transfer Company's rights and obligations under the Agreement to any of the Company's Affiliates or successors in business.

(C) Independent Contractors

The relationship between Customer and Company is that of independent contractors. The Agreement doe not create a partnership, franchise, joint venture, agency, fiduciary, employment or any such similar relationship between Customer and Company.

(D) Governing Law and Jurisdiction

This Agreement is governed by the substantive and procedural laws of Malaysia and each Party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in Malaysia in any dispute arising out of or relating to this Agreement.

(E) Amendments

Any amendments, modifications or additions to this Agreement must be made in writing and executed on behalf of the Parties hereto by their duly authorized representatives.

(F)   Entire Agreement

The terms under this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter.

(G)   Severability

Should parts of the Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain unaffected. The invalid provision shall be replaced by the Parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.

(H)   No Waiver

No waiver by either Party of any breach or default or exercise of a right of a Party under the Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default or exercise of a right.

(I)   Notices

(a)   Except as otherwise specified in the Agreement, all notices hereunder shall be in writing and shall be deemed to have been given upon:
    i.   personal delivery to the above mentioned addresses;
    ii.   two business days after sending by e-mail.

(b) E-mails to:
    i.   Customer   shall   be   directed   to   hisyam@mpc.gov.my   and AlHakimi@mpc.gov.my
    ii.   Company shall be addressed to csmsupport@censof.com.

(J)   Force Majeure

Neither Party will be in default if its performance is delayed or becomes impossible or impractical by reason of any cause beyond such Party's reasonable control.

(K)   Publicity

Neither Party may make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in the press releases, public announcements, and marketing materials) without the prior written consent of the other Party.

(L)   Surviving Provisions

The terms of the Agreement which by their nature are intended to survive termination or expiration of the Agreement shall so survive.

19.   PERFORMANCE BOND

19.1   Company shall, upon acceptance of the Letter Of Award dated 3rd October 2022 ("LOA") from the Customer, provide a Performance Bond (as defined herein) issued by an approved licensed bank or financial institution incorporated in Malaysia as stipulated in the LOA for a sum equivalent to two and half per centum (2.5%) of the total Agreement Price being equivalent to **Ringgit Malaysia Five Thousand Four Hundred Thirty Two And Cents Fifty (RM5,432.50)** only (hereinafter referred to as the **"Performance Bond"**) as specified in **Schedule 6** and shall deposit the Performance Bond with the Customer to secure the due performance of the obligation under this Agreement by Company.

19.2   Notwithstanding anything contained in this Agreement, the Customer shall be entitled at any time to call upon the Performance Bond, wholly or partially, in the event Company fails to perform or fulfils its obligations under this Agreement and such failure is not remedied in accordance with this Agreement.

19.3   If payment is made to the Customer pursuant to any claim under the Performance Bond, Company shall issue to the Customer further security in the form of additional performance bond for an amount not less than the amount to be paid to the Customer on or prior to the date of such payment so that the total price of the Performance Bond shall always be maintained at the value specified in Clause 19.1.

The Performance Bond shall remain valid at all times throughout the Agreement Period and until twelve (12) months after the expiry or termination of the Agreement Period or such extended Agreement Period. If any delay in fulfilment of this Agreement is attributable to Company, the Performance Bond shall be extended for such additional period as deemed necessary by the Customer until Company has remedied the cause of such delay to the satisfaction of the Customer.

20.   SETTLEMENT OF DISPUTES

Dispute Resolution

20.1   Parties shall take all measures to settle any dispute that arise out of, or in any connection with, this Agreement by way of negotiation.   In the event of the dispute that arise out of, or in any connection with, this Agreement fail to be resolve by way of negotiation, parties may refer for such dispute to the Dispute Resolution Committee which shall comprise of the following:

    (a)   the Director General of Customer or his representative as Chairman;

    (b)   two (2) representatives from Customer; and

    (c)   two (2) representatives from the Company.

The Dispute Resolution Committee can decide and conduct its own procedures.

In the event such disputes fail to be settled pursuant to the above Clause the dispute will be settle according to Clause 18 (D).

21. COST OF THE AGREEMENT AND STAMP DUTY

Any cost and expenses incurred and incidental to the preparation of this Agreement including the cost of Stamp Duty shall be borne by Company.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall constitute an original of this Agreement. This Agreement shall not be effective until each Party has executed at least one counterpart.

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(This page has been intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement or caused it to be executed in their names and on their behalf by their duly authorised representatives on the date set forth.

SIGNED for and on behalf of   ) ....Signature.....................

MPC   )

Director General

Malaysia Productivity Corporation

DATO' ABDUL LATIF HJ ABU SEMAN
Director General
Malaysia Productivity Corporation (MPC)

In the presence of:

....

DR. NOR AISHAH HASSAN

740928-08-5894

SIGNED for and on behalf of   ) ....Signature......................

CENTURY SOFTWARE (M) SDN BHD

) (Name, Designation & Company's Seal)

Ameer Shaik Mydin

Director

In the presence of:

....

Name of witness : ENCIK JAFARIZAL BIN

NRIC No. :   MUSTAFA

     760129-07-5583

SCHEDULE 1
DEFINITIONS AND INTERPRETATIONS

PART A: DEFINITIONS

Certain terms not defined elsewhere in the Agreement are defined below in this Schedule. Capitalized terms used but not defined in this Schedule or an Order Form will have the meaning assigned to them, if any, within this Agreement.

(a)   "Account" means Customer's Cloud Service (Platform) account;

(b)   "Affiliate(s)" - mean any entity that directly or indirectly has Control, is Controlled by, or is under common Control with a party;

(c)   "Agreement" - means the complete and entire understanding between the Parties;

(d)   "Business Hours" mean standard working hours, Malaysia time from 8:00 AM to 5:30 PM, Monday to Friday excluding all the gazetted holiday of the state of Selangor;

(e)   "Cloud Service/Platform" - means the computing resources that includes subscription-based license, platform, infrastructure, storage, computing resources or other "as-a-service" solution for which access is provided to Customer by Company;

(f)   "Control" - means control of greater than 50 percent of the voting rights or equity interests of a party;

(g)   "Customer Data" - means all data, information, records, files, input materials, reports, forms, and/or other such items that are received, stored, submitted in the Cloud Service/Platform and/or transmitted using the Cloud Service/Platform or other resources of the Company;

(h)   "Data Protection Laws" - mean Personal Data Protection Act 2010 and other applicable data privacy, protection and related security laws;

(i)   "Documentation" - means the technical operating instructions, program, specifications, and any other documentation as are made available by the Company, which may be updated, modified, supplemented, or otherwise amended from time to time;

(j)   "Email" means support request sent via email to csmsupport@censof.com;

(k)   "Maintenance Services" - means the general maintenance of the Cloud Service/Platform, and the application of Updates and Releases;

(l)   "Malware" - refers to any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices;

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(m)   "Release" means a major version upgrade of any Platform software;

(n)   "Request for Service (RFS) Website" means support request sent via online helpdesk system at http://www.censof.com/rfs ;

(o)   "Response Time" is calculated from the initial support request receipt by service desk agents during business hours. Request sent in close to the end of the business day will be responded within the first hour of the next business day;

(p)   "Resolution Time" means the duration of time in which Company shall provide solution in relation to an incident and its severity level as stipulated in Schedule 4 of this agreement. The Resolution Time shall subject to the Updates as per Schedule 3;

(q)   "Subscription Period" - means the applicable term the Cloud Service/Platform is to be provided by the Company, as specified under this Agreement;

(r)   "Support Services" - mean the supplemental technical support services offered or provided by Company applicable to the specific Cloud Service/Platform ordered by the Customer pursuant to the terms hereof;

(s)   "Updates" means a hotfix, patch or minor version updates to any Platform software; and

(t)   "User(s)" - means those individuals or entities associated with the Customer including Customer's affiliates, employees, contractors, and agents authorised by Customer to access and use the Cloud Service/Platform on Customer's behalf in accordance with the Agreement.

PART B: INTERPRETATIONS

In this Agreement, unless a contrary intention appears, the following rules apply:

(a)   a reference to a party includes its executors, administrators, successors and permitted assigns;

(b)   headings are for ease of reference only and do not affect the interpretation or meaning of this Agreement;

(c)   the singular includes the plural and vice versa and words importing a gender include other genders;

(d)   other grammatical forms or parts of speech of defined words or phrases have corresponding meanings;

(e)   a reference to a clause, paragraph, exhibit, schedule or other annexure is a reference to a clause or paragraph of or exhibit, schedule or annexure e to this Agreement;

(f)   the words "include", "including", "such as" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;

(g)   a references to any statute includes any amendments thereto and its implementing regulations; and

(h)   the meaning of this Agreement will be interpreted based on its entirety and not just on isolated parts;

SCHEDULE 2
DETAILS OF CLOUD SERVICE/PLATFORM

Cloud Service/Platform

1. Introduction

1.1   *GRP 9.0* is used for Standard Accounting for Government Agencies (SAGA) Financial System. It is located on the cloud and accessed through a standard browser by an annual subscription fee and requires no hardware.

2. Features

2.1   The *GRP 9.0* Platform offers the following features:

GRP 9.0 Annual Maintenance Subscription
Annual Maintenance Subscription for GRP 9.0 and Asset Portal
Cloud Hosting
System-wide Features :
Unlimited User License
Specialized dashboard
Universal Search
Generic Inquiry
Report Designer & Report Writer Email Management
Backup & Snapshot Features
Server Healthcheck & Application Performance Tuning
Application Update & Security Patch
Cloud Disaster Recovery
Consist of :
Disaster Recovery
Disaster Recovery Simulation 2 times per year
Century Financials v8.0 Historical Backup (Static)
Consist of :
Subscription for 2 Users
e-Claims Annual Maintenance Subscription
Annual Maintenance Subscription
Cloud Hosting

GRP 9.0 Annual Maintenance Subscription
Consist of :
eClaims Server
eClaims Server – DR
VPC Service (Firewall Networking)
Public IP
Secured Socket Layer (SSL)
Backup & Snapshot Features
Managed Services
Cloud Disaster Recovery
Consist of :
Disaster Recovery
Disaster Recovery Simulation 2 times per year

2.2. Back-up of the Customer Data Retention

No.	Back-up Frequency	Retention Period
1.	Daily	3 Months
2.	Weekly	3 Months
3.	Monthly	12 Months
4.	Yearly	5 Years

SCHEDULE 3
SERVICES

PART A: Support Services

1.   Introduction

1.1   Subject to Clause 1.4, the Provider shall provide the Support Services to the Customer during the Term.

1.2   The Provider shall provide the Support Services with reasonable skill and care.

1.3   The Provider shall provide the Support Services in accordance with Schedule 4 (Service Level Agreement).

1.4   The Provider has the right to suspend the provision of the Support Services during such periods where the Customer is not subscribed or if there are no active Users to the Cloud Service/Platform.

PART B: Maintenance Services

1.   Introduction

1.1   The Provider shall provide the Maintenance Services to the Customer during the Term.

1.2   The Provider shall provide the Maintenance Services with reasonable skill and care.

1.3   The Provider shall provide the Maintenance Services in accordance with Schedule 4 (Service Level Agreement).

2.   Scheduled Maintenance Services

2.1   The Company shall where practicable give to the Customer reasonable prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Cloud Service or are likely to have a material negative impact upon the Cloud Service, without prejudice to the Company's other notice obligations under this Schedule 3.

3. Updates

3.1 The Provider shall give to the Customer written notice prior to the Updates of the application of any critical Update to the Cloud Service and reasonable prior written notice of the application of any non-critical Update to the Platform.

3.2 The Provider shall apply Updates to the Platform as follows:

(a) the Provider's Updates shall be applied to the Platform promptly following the criticality of issue reported and the completion of the testing of the relevant Update in accordance to Schedule 4; and

(b) other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Customer or agreed by the parties from time to time.

4. Release

4.1 The Company shall give to the Customer reasonable prior written notice of the application of an Release to the Platform.

4.2 The Company shall apply each Release to the Platform within any period notified by the Company to the Customer or agreed by the parties in writing.

5. Functional Maintenance visit

5.1 Company will conduct a half yearly Functional Maintenance Visit. Such visits shall be made during Subscription Period by prior appointment with the Customer. During Functional Maintenance visit, Company will report and discuss issues, share knowledge on the Cloud Service/Platform and shall be conducted at Customer's Site.

6. Technical Maintenance Report

6.1 Company shall provide Technical Maintenance Report on half yearly basis.

(a) Technical Maintenance Visit report which includes:

i. Configuration Investigation
ii. Summarize the entire configuration investigation and the results of each configuration subsection.

(b) Database Configuration Investigation
i. To monitor database structural and configuration issues that could bring about ineffective database management.
ii. Perform visual checks, diagnostic and fine tuning.
iii. Disk space utilisation checks
iv. Disk fragmentation checks
v. File system fine tuning (if needed)

vi.   Provide Diagnostics Report

vii.   System log run-through (boot-up logs, shutdown logs)

viii.   Error logs run-through

ix.   System auditing logs run-through

x.   Online diagnostics check

SCHEDULE 4
SERVICE LEVEL AGREEMENT

1. Introduction

1.1 This Support Service Level Agreement is a policy governing the use of the Cloud Service/Platform under the Terms and Conditions. This Support SLA applies separately to each Account using the Cloud Service/ Platform. The Company reserve the right to change the terms of this Support SLA in accordance with the Terms and Conditions.

2. Support Commitment

2.1 The Company will use reasonable efforts in responding and resolving to Request for Service (RFS) Website or emails sent by the Customer during business hours within the stipulated response and resolution time. In the event the Company does not meet the service commitment, the Customer may impose a penalty to Company.

2.2 All service requests shall be via Request for Service (RFS) Website. If there is problem connecting into the RFS System, document the "Request for Services" and email to Company;

3. Service Commitments

3.1 Service Commitments are accordance with the schedule below.

3.1.1 Response Time

Description	Response Time
Responding to emails or Request for Service (RFS) Website sent by the Customer during business hours	One (1) Hour

3.1.2 Resolution Time

Priority / Criticality	Types Of Error	Description	Resolution Time (Day)
Stopped Production	1. Data cause by Cloud Service/Platform 2. Report 3. Printing 4. Function	1) **Data cause by Cloud Service/Platform** a) Data related to invoice and payment. b) Data related to EFT / Cheque. 2) **Report**	3

Priority / Criticality	Types Of Error	Description	Resolution Time (Day)
	5. Customized Function/Report	a) Report related to Payroll process starting from process 1 until process 6. b) Financial Year report which required to submit within 1 or 2 days. **3) Printing** a) Cheque Printing **4) Function** a) Payroll process step 1 until step 6 b) Payment c) EFT File Generation/ Cheque print. d) Customized Function/Report: e) Customized report related to Payroll process starting from process 1 until process 6. f) Financial Year report which required to submit within 1 or 2 day. g) System inaccessible to all users.	
Impeding Production	1. Data cause by Cloud Service/Platform 2. Report 3. Printing 4. Function 5. Customised Function/Report	1. Data cause by Cloud Service/Platform. - Not Applicable 2. Report - Not Applicable 3. Printing - Other than item listed in Stop Production 4. Function - Other than item listed in Stop Production 5. Customised Function/Report - Not Applicable	7
Failure / Functional Minor	1. Function	All reports - other than report stated in Stop Production. Program which is not working according to the standard requirements.	10

4.   Penalty

4.1   Penalty will only be applicable if Customer has made payment as indicated in this agreement in Schedule 5.

4.2   Penalty will not be applicable to Company if the problem caused solely by Customer which effects the due execution and performance of the services.

4.3   Company shall pay RM300.00 per day for each day delay up to a maximum of RM500.00 per incident where CSM fails to respond within the response time or resolution time a specified in clause 4.1.

4.4   The Penalty is capped to a maximum of 15% for each billing cycle.

5.   Service Level Agreement Exclusions

5.1   The Service Commitment does not apply to any unavailability, suspension, or termination of the support services under this Schedule 4:

(a)   caused by factors outside the Company's reasonable control, including any Force Majeure Event or Internet access or related problems beyond the demarcation point of the Cloud Services;

(b)   that result from any actions or inactions of the Customer or any third party, including failure to acknowledge a recovery volume;

(c)   that result from the Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within the Company's direct control);

(d)   that result from any maintenance as provided for pursuant to the Terms and Conditions; or

(e)   arising from the Company's suspension or termination of the Customer's right to use the Cloud Service/ Platform in accordance with the Terms and Conditions.

(f)   The following service type are not applicable for penalty:
    i. Awaiting User Feedback
    ii. Modification
    iii. Information
    iv. Quotation
    v. Enhancement

SCHEDULE 5
SUBSCRIPTION FEE

1. Subscription Period :

Subscription Effective Date	3rd October 2022
Subscription Expiry Date	30th September 2023

2. Subscription Fee:

Description		Annual Maintenance	
	Qty	Unit Price (RM)	Total Price (RM)
Government Resource Planning 9.0			
Century Professional Services			
Advances & Claims			
Budget Control			*Price Not Applicable*
Cash Book			
Fixed Asset			
General Ledger			
Investment			
Loan Management			
Payables			
Payroll			
Projects			
Purchasing			
Receivables			
		Total	-
Professional Annual Subscription			
Century GRP 9.0 Annual Maintenance Subscription	1	135,000.00	135,000.00
Professional Annual Subscription - Asset Portal	1	30,000.00	30,000.00
Professional Annual Subscription - e-Claim	1	42,000.00	42,000.00
		Total	207,000.00
Professional Annual Subscription			
SSL Server Certificate - GLOBALSIGN	2	1,750.00	3,500.00
		Total	3,500.00
Total Annual Maintenance for Year 2022			210,500.00
Total Discount			5,500.00
Total After Discount Annual Maintenance for Year 2022			205,000.00
SST 6%			12,300.00
Grand Total Annual Maintenance for Year 2022			217,300.00

3. Subscription Fee Payment Schedule:

PAYMENT MILESTONE	AMOUNT OF FEES PAYABLE (RM)	DUE DATE
3rd October 2022 – 30th September 2023	RM217,300.00	Upon Contract Signing

SCHEDULE 6
PERFORMANCE BOND

HSBC

HSBC BANK MALAYSIA BERHAD
2 LEBUH AMPANG
50100 KUALA LUMPUR

DATE OF ISSUE:
21OCT2022

BANK GUARANTEE NO.:

PEBKLH539169

HSBC Bank Malaysia Berhad
Menara IQ, Lingkaran TRX
Tun Razak Exchange
55188 Kuala Lumpur
Malaysia

www.hsbc.com.my

UNDERTAKING TERMS AND CONDITIONS:

GTRF/AR

PERBADANAN PRODUKTIVITI MALAYSIA
PETI SURAT 64, JALAN SULTAN,
46904 PETALING JAYA, SELANGOR D.E,
MALAYSIA

DEAR SIR,

IN CONSIDERATION OF PERBADANAN PRODUKTIVITI MALAYSIA OF PETI
SURAT 64, JALAN SULTAN, 46904 PETALING JAYA, SELANGOR D.E,
MALAYSIA (HEREINAFTER CALLED THE "PRINCIPAL"; ALLOWING CENTURY
SOFTWARE (MALAYSIA) SDN BHD OF A-8, BLOCK A, LEVEL 8, SUNWAY
PJ51A, JALAN SS9A/19, SERI SETIA, 47300 PETALING JAYA, SELANGOR
(HEREINAFTER CALLED THE "APPLICANT") FOR "PELANTIKAN PEMBEKAL
KEPADA CENTURY SOFTWARE (MALAYSIA) SDN. BHD. BAGI PERKHIDMATAN
LANGGANAN TAHUNAN DAN PENYELENGGARAAN SISTEM GRP 9.0 DENGAN
PEMBEKAL TUNGGAL SECARA RUNDINGAN TERUS", WE, HSBC BANK MALAYSIA
BERHAD OF GLOBAL TRADE AND RECEIVABLES FINANCE, MENARA IQ, LEVEL
30, LINGKARAN TRX, 55188 TUN RAZAK EXCHANGE, KUALA LUMPUR,
MALAYSIA (HEREINAFTER CALLED THE "GUARANTOR"), AT THE REQUEST OF
THE APPLICANT IRREVOCABLY UNDERTAKE TO GUARANTEE THE PRINCIPAL
AS FOLLOWS:

1.   ON THE PRINCIPAL'S FIRST WRITTEN DEMAND, THE GUARANTOR
SHALL, WITHIN SEVEN (7) WORKING DAYS OF THE DEMAND, PAY TO THE
PRINCIPAL THE AMOUNT SPECIFIED IN THE DEMAND WITHOUT PROOF,
CONDITIONS OR CERTIFICATION NOTWITHSTANDING ANY CONTESTATION OR
PROTEST BY THE APPLICANT OR BY ANY OTHER THIRD PARTY AND WITHOUT
PROOF OR CONDITIONS PROVIDED ALWAYS THAT THE TOTAL LIABILITY OF
THE GUARANTOR SHALL NOT EXCEED THE AGGREGATE SUM OF RINGGIT
MALAYSIA FIVE THOUSAND FOUR HUNDRED THIRTY TWO AND SEN FIFTY
ONLY (RM5,432-50).

2.   SUBJECT ALWAYS TO THE PROVISIONS OF CLAUSES 3, 4 AND 5
HEREINBELOW, THE GUARANTOR SHALL NOT BE DISCHARGED OR RELEASED
FROM THIS GUARANTEE BY ANY ARRANGEMENT BETWEEN THE APPLICANT AND
THE PRINCIPAL WITH OR WITHOUT THE CONSENT OF THE GUARANTOR OR BY
ANY ALTERATION IN THE OBLIGATIONS UNDERTAKEN BY THE APPLICANT OR

HSBC

DATE OF ISSUE:
21OCT2022

BENEFICIARY:
PERBADANAN PRODUKTIVITI MALAYSIA

HSBC Bank Malaysia Berhad
Manara IQ, Lingkaran TRX
Tun Razak Exchange
55188 Kuala Lumpur
Malaysia
www.hsbc.com.my

BY ANY FORBEARANCE, WHETHER AS TO PAYMENT, TIME, PERFORMANCE OR OTHERWISE, BUT THE GUARANTOR SHALL FORTHWITH BE INFORMED OF SUCH ARRANGEMENT OR ALTERATION.

3.   THIS GUARANTEE SHALL BE IRREVOCABLE AND REMAIN IN FORCE FROM 01 OCTOBER 2022 UNTIL 30 SEPTEMBER 2024 (BOTH DATES INCLUSIVE) (THE "VALIDITY PERIOD"). IT IS CLEARLY UNDERSTOOD AND AGREED THAT THE GUARANTOR'S OBLIGATIONS AND LIABILITIES UNDER THIS GUARANTEE SHALL CEASE AND THIS GUARANTEE WILL NOT BE VALID AND SHALL CEASE TO HAVE EFFECT AFTER THE EXPIRY OF THE VALIDITY PERIOD WHETHER OR NOT THIS GUARANTEE IS RETURNED TO THE GUARANTOR FOR CANCELLATION AND THE GUARANTOR IS ONLY OBLIGED TO PAY UNDER THIS GUARANTEE IN RESPECT OF DEMANDS, IF ANY, MADE BY THE PRINCIPAL IN WRITING AND RECEIVED BY THE GUARANTOR BY CLOSE OF BUSINESS ON THE LAST DAY OF THE VALIDITY PERIOD (IF THE LAST DAY OF THE VALIDITY PERIOD FALLS ON A DAY ON WHICH COMMERCIAL BANKS IN KUALA LUMPUR ARE GENERALLY NOT OPEN FOR BUSINESS, THEN THE DEMAND MUST BE MADE AND RECEIVED BY THE GUARANTOR BY CLOSE OF BUSINESS ON THE LAST AVAILABLE DAY WITHIN THE VALIDITY PERIOD ON WHICH COMMERCIAL BANKS IN KUALA LUMPUR ARE GENERALLY OPEN FOR BUSINESS). FOR THE AVOIDANCE OF DOUBT, THE LIMITATION PERIOD PRESCRIBED BY LAW FOR COMMENCING ANY ACTION UNDER THIS GUARANTEE SHALL BEGIN TO RUN FROM THE DATE OF A VALID DEMAND ON THE GUARANTOR IN ACCORDANCE WITH THE PROVISIONS UNDER THIS GUARANTEE AND IF MORE THAN ONE DEMAND IS MADE, THEN FROM THE DATE AND TO THE EXTENT OF EACH DEMAND RESPECTIVELY.

THE RETENTION OF THIS GUARANTEE AFTER THE EXPIRY OF THE VALIDITY PERIOD DOES NOT CONFER ANY RIGHTS UPON THE PRINCIPAL.

4.   IN THE EVENT THAT THE CONTRACT IS DETERMINED FOR ANY REASONS WHATSOEVER BEFORE THE EXPIRY DATE, THIS GUARANTEE SHALL TERMINATE AND CEASE TO BE OF ANY FURTHER EFFECT AFTER 30 DAYS FROM THE DATE OF DETERMINATION OF THE CONTRACT ("THE TERMINATION DATE"), PROVIDED THAT ANY DEMAND SHALL HAVE BEEN MADE BY THE PRINCIPAL BY CLOSE OF BUSINESS WITHIN 14 DAYS FROM THE TERMINATION DATE. TERMINATION OF THE CONTRACT SHALL BE CERTIFIED IN WRITING BY THE PRINCIPAL AND THE GUARANTOR SHALL RELY ON SUCH CERTIFICATION WHICH SHALL BE CONCLUSIVE AS AGAINST ALL PARTIES HERETO THIS GUARANTEE.

5.   NOTWITHSTANDING ANY OTHER PROVISION IN THIS GUARANTEE, THIS GUARANTEE (IN ITS ORIGINAL FORM) MUST BE PRESENTED TO THE GUARANTOR SIMULTANEOUSLY WITH ANY DEMAND FOR PAYMENT HEREUNDER
.... TO BE CONTINUED ON PAGE 3 ....

ATTACHED TO AND FORMS PART OF GUARANTEE NO. PEBKLH539169   PAGE 3

HSBC

DATE OF ISSUE:
21OCT2022

BENEFICIARY:
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HSBC Bank Malaysia Berhad
Menara IQ, Lingkaran TRX
Tun Razak Exchange
55188 Kuala Lumpur
www.hsbc.com.my

(AND WILL BE RETURNED BY THE GUARANTOR AFTER VERIFICATION WHERE THE DEMAND REPRESENTS A PARTIAL DRAWING HEREUNDER). FOR THE AVOIDANCE OF DOUBT, THE GUARANTOR SHALL HAVE NO LIABILITY TO EFFECT PAYMENT HEREUNDER IF THIS GUARANTEE (IN ITS ORIGINAL FORM) IS NOT SO PRESENTED TO THE GUARANTOR.

6.   THIS GUARANTEE IS PERSONAL TO THE PRINCIPAL AND IS NOT TRANSFERABLE OR ASSIGNABLE.

7.   THIS GUARANTEE IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MALAYSIA. THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES 2010 REVISION, ICC PUBLICATION NO. 758 ("URDG 758") SAVE AND EXCEPT THAT THE REQUIREMENT FOR A SUPPORTING STATEMENT UNDER ARTICLE 15(A) OF URDG 758 IS HEREBY EXCLUDED.

SIGNED FOR AND ON BEHALF OF THE   )
SAID GUARANTOR IN THE PRESENCE OF)

ELVEZUKRINA
43635402(WITNESS)

Mohamad Kamil Bin Ab. Ghani
066929

Carmen Tan Chia Voon
069113

***************** THIS DOCUMENT CONSISTS OF 3 PAGES *****************

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DS 1 RP (Pin 1/2017)

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

KERAJAAN MALAYSIA

LHDN
MALAYSIA

RESIT RASMI SETEM
STAMP OFFICIAL RECEIPT

ASAL

(Sila letakkan resit rasmi setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp official receipt to the instrument as evidence of stamping

Cara Bayaran Payment Method	KREDIT TAMBAH NILAI
No. Adjudikasi Adjudication No.	GDFAA000E7EBDBF
Jenis Surat Cara Type Of Instrument	PERFORMANCE BOND SURAT CARA UTAMA
Tarikh Surat Cara Date Of Instrument	21 / 10 / 2022
Balasan Consideration	RM 5,432.50

Maklumat Pihak Pertama / Penjual / Pemberi First Party / Vendor / Transferor / Assignor
CENTURY SOFTWARE (MALAYSIA) SDN BHD, NO.SYARIKAT NA

Maklumat Pihak Kedua / Pembeli / Penerima Second Party / Purchaser / Transferee / Assignee
PERBADANAN PRODUKTIVITI MALAYSIA, NO.SYARIKAT NA

Butiran Harta / Suratcara Property / Instrument Description
PEBKLH539169

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Resit Rasmi Setem total official receipt no.	EUS802321029383
Tarikh Penyeteman Date of stamping	21/10/2022
Dori Setem Dikenakan amount of stamp duty	RM 10.00
Penalti Penalty	RM 0.00
Pelarasan Adjustment	RM 0.00
Jumlah Dibayar Total amount paid	RM 10.00
Indorsemen Endorsement (Akta Setem 1949)	Seksyen 37

No. Kelulusan Perbendaharaan Treasury Approval No. : KK/BSK/10/600-2/1/2(50)

Tarikh Cetak Printed Date : 21/10/2022 08:07:59

Pemungut Duti Setem

Pengesahan kelulusan Resit Rasmi Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Official Receipt can be verified at stamps.hasil.gov.my or by mobile app
Ini adalah catatan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

— tamat/end —