

11 September, 2023

T. +603 5568 2533

Perbadanan Produktiviti Malaysia

Malaysia Productivity Corporation
Lot 894, Lorong Demak Laut 3A
Taman Perindustrian Demak Laut
Kuching
93050 Sarawak

Dear Dr Mazlina Binti Shafii,

NOTIFICATION: RENTOKIL PEST CONTROL SERVICES

Thank you for choosing our services and we value your support and trust in our company. We will continue doing our best to meet your service expectations.

Over the years, we have been managing the increasing business operation cost to serve our valued customers. In view of sustaining our service operation and to continue to serve you better with new innovations, we have come to a decision to raise the price of our services to the littlest amount possible in these circumstances, effective from **October 2023**.

Should you have any inquiries, please do not hesitate to contact Jane Teo at 019-324 0251 or email at jane.teo@rentokil-initial.com.

Thank you.

Best regards,
Rentokil Initial (M) Sdn Bhd

This is auto generated Letter and no signature required.

PEST CONTROL Service Contract

For Office Use only

Account Number: 008003128

Contract Number: 08013949

Contract Type: Renewal

RENTOKIL INITIAL (M) SDN BHD 197201001250 (12889-M)

Company Name Perbadanan Produktiviti Malaysia

SST Reg No.

Address 1 Malaysia Productivity Corporation
Address 2 Lot 894, Lorong Demak Laut 3A
Address 3 Taman Perindustrian Demak Laut
Postcode 93050
City/Town Kuching
State Sarawak

Contact Name Dr Mazlina Binti Shafii
Position Pengarah MPC Wilayah Sarawak
Telephone 082-439959
Mobile
Fax 082-439969
Email Address eyna@mpc.gov.my

Premise List

Premise 1

Premise Name Perbadanan Produktiviti Malaysia
Address 1 Malaysia Productivity Corporation
Address 2 Lot894 Lorong Demak Laut 3A
Address 3 Taman Perindustrian Demak Laut
Postcode 93050
City/Town Kuching
State Sarawak

Contact Person Norziah Binti Kabil
Position Pembantu Tadbir (P/O) N19
Telephone 082-439959
Mobile 0
Fax 082-439960
Email Address norziah@mpc.gov.my

Contract Price

Total Contract Value	RM 6,552.00
Sales & Services Tax (SST)	RM 0.00
Total Contract Value (inclusive of SST)	RM 6,552.00
Monthly Billing Value	RM 546.00
Payment Mode	
Credit Terms (Days)	30
Commencement Date	October 2023

PEST TREATMENT COVERED

Value Details

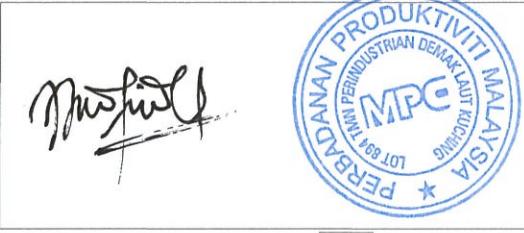
Premise 1 - Perbadanan Produktiviti Malaysia

Service Range	Quantity	Freq	Value
FOG - Fogging (Oil Based) (Mosquitoes)		12	
PESTS - Pests (Cockroaches, Common Ants, Millipedes, Snakes)		12	6,552.00
TRBSB - Tamper Proof Bait Station (Basic)	3	12	
Premises Total: RM			6,552.00

SIGNATORIES

We agree to the General Terms and Conditions of this Pest Control Service Contract *and hereby confirm that the signatory below has been duly authorised to sign this Contract for and on our behalf. (* applicable for corporate Customers).

Customers
Authorized
Signatory



Signed For
Rentokil
Initial (M)
Sdn Bhd:



Company Stamp Required By Customer

Name:	DR. MAZLINA BINTI SHAFI'I
Position:	PENGARAH
NRIC No:	720731-08-6000
Date:	15 SEPTEMBER 2023
Remark(s) if any	

Name:	Jane Teo Yeong Jen
Position:	Key Account Manager (019 324 0251)
ID No:	001423
Date:	11 September 2023
Remark(s) if any	Perbadanan Produktiviti Malaysia
Account Number: 008003128	
Contract Number: 08013949	
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GENERAL TERMS AND CONDITIONS

1. Interpretation

1.1. Capitalised terms have the meaning set out in this Agreement:

Agreement: These terms and conditions, including the Schedules, any Special Terms and Conditions and any Quote as updated by RI.

RI: Rentokil Initial (M) Sdn Bhd. Registration No: 197201001250 (12889-M).

Confidential Information: Any information disclosed under this Agreement concerning the business or affairs of either party or of any member of its Group, including information relating to a party's operations, processes, plans, know-how, IPR, market opportunities and business.

Commencement Date: The date on which Customer accepts the Quote by signature or other means.

Customer: Either the person, company or other entity identified in the Quote as a Customer, or the party with which RI contracts to complete the Services as listed in the Quote.

Customer Obligations: Include the requirements set out at Clause 2, any Schedules, Special Terms and Conditions and recommendations to the Customer in any Quote.

Fees: The amounts payable by Customer to RI, set out in the Quote and/or Schedules, exclusive of Sales & Service Tax (SST).

Frequency: The period set out in the Quote or Schedule.

Group: In relation to a company, that company, its subsidiaries, its holding companies and their subsidiaries.

IPR: Any patents, rights to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Job: A specific service set out in the Quote or Schedule with all Fees paid as a one off charge unless otherwise stated in the Quote, Special Conditions or Schedule in which case such shall apply.

Minimum Term: One year from the Commencement Date, unless otherwise stated in the Quote, Special Conditions or Schedule in which case such as stated therein period shall apply.

Periodic Services: Multiple services as set out in the Quote or Schedules to be provided regularly by RI at the Frequency.

Premises: The Customer's location identified in a Quote or Schedule.

Quote: The document setting out inter alia, the details of the Customer, Services and related Fees issued by RI to the Customer.

Schedules: The schedules to this Agreement or any one of them (if any).

Services: The Job or Periodic Services to be performed at the Premises as set out in the Quote.

Special Terms and Conditions: The Special Terms and Conditions annexed hereto (if any).

Term: The Minimum Term and any subsequent years as stated in the Quote or Schedule or agreed Job duration.

Termination Date: For a Job, when the Services have been completed and all Fees paid by Customer. For Periodic Services, as set out at Clause 6.

1.2. Any phrase introduced by the terms including, include, in particular or any similar expression is illustrative and shall not limit the sense of the preceding words.

2. Obligations

2.1. RI will provide the Services under the terms of this Agreement with reasonable skill and care.

2.2. Customer will comply with the Customer Obligations, including:

a) providing all access and reasonably required facilities at the Premises in line with the agreed schedule to enable RI to perform the Services;

b) informing RI of any hazards that might be encountered in providing the Services at the Premises; and

c) following all health and safety advice and instructions given by RI.

2.3. Services will be considered as rendered in case the Premises are not accessible or in the event of late rescheduling, of which the Customer shall be charged such Fees as if the Services were rendered. An SMS will be sent to the Customer prior to the pre-scheduled service date. The Customer is required to confirm or reschedule the service schedule via the browser's address given in the SMS.

3. Payment

3.1. Customer will pay the Fees and applicable charges:

- to RI in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law); and
- by the invoice payment date, (i) payment in advance of the full Fees; (ii) following completion of the Job; or (iii) as set out in the Quote or Schedule.

3.2. If the Frequency of the Services has to be increased due to reasons attributable to the Customer not complying with the Customer Obligations, then the Customer agrees and acknowledges that additional charges or Fees may be imposed at RI's sole discretion.

3.3. RI may increase the Fees at any time by giving at least 30 days' written notice to Customer. Any increase will not take effect before the Minimum Term has expired.

3.4. The Customer agrees and undertakes to pay interest on any outstanding amount owed to RI, to be calculated on a monthly rate at 3% until payment is received. RI reserves the right to suspend the services until the overdue amount is paid.

4. Goods / Rental Equipment

4.1. Any Goods and / or Rental Equipment will be provided to Customer under the terms of this Agreement and in accordance with the definitions and any additional provisions of the Quote, Special Terms and Conditions, and Schedules.

5. Confidentiality

5.1. The party receiving Confidential Information will only use the disclosing party's Confidential Information for the purposes of this Agreement and may only disclose the Confidential Information to its officers, employees, agents and contractors solely for the use in accordance with the terms of this Agreement.

5.2. The provisions of Clause 5.1 shall not apply to any Confidential Information that:

- is or becomes generally available to the public (other than in breach of this clause);
- was, is or becomes available to the receiving party on a non confidential basis; or
- is developed by or for the receiving party independently of the information disclosed by the disclosing party.

5.3. If a party is required to disclose the other party's Confidential Information by law, governmental or other regulatory authority, it will inform the other party as soon as possible and to the extent legally permissible.

6. Term and Termination

6.1. This Agreement commences on the Commencement Date and shall continue until the Termination Date (where specified), or otherwise when terminated in accordance with this Clause 6.

6.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement or any Services under the Agreement:

- effective at the end of the Minimum Term or any subsequent year, providing the party has provided at least 90 days' written notice of termination; and
- with immediate effect on written notice if the other party:

- commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or
- is declared bankrupt, or is unable to pay his debts when they are due or where that other party is a company, becomes insolvent within the meaning of applicable law.

6.3. If this Agreement is terminated by the Customer before the end of the Minimum Term or any subsequent year, and not in accordance with the Agreement, Customer will pay compensation for breach of the Agreement at the below rates:

- One quarter annual contract value, plus 20% of annual contract value as agreed liquidated damages;
- Before a Job has been completed: 100% of the Fees for the work completed at the date of termination;
- Refunds are at RI's discretion;

6.4. Contracts are renewed automatically, unless RI or Customer terminates in accordance with clause 6 or when specified otherwise in the Quote.

7. Liability

7.1. In the event that RI fails to provide the Services at the Frequency and Customer has complied with the Customer Obligations, Customer may be entitled to receive a service credit.

7.2. Neither party excludes or limits its liability for:

- a) personal injury or death caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) any other act or omission which cannot be excluded or limited under any applicable law.

7.3. Except as set out in Clause 7.2, RI only accepts liability that arises as a result of RI's performance of the Services, and which is for:

- a) physical damage to property because of RI's gross negligence or wilful default provided that such physical damage is not attributable to any fault of the Customer; or

b) failure to provide the Services in accordance with the Agreement.

7.4. Subject to clause 7.2, any and all warranties, guarantees and conditions are excluded and RI's total liability to the Customer in relation to this agreement is strictly limited to the annual contract value or value of the Job in aggregate for liability contract, tort (including negligence), breach of statutory duty, or otherwise arising in connection with the Agreement and RI shall not in any circumstances be liable for any:

- a) loss, damage or cost arising in relation to any pest;
- b) loss of profits, economic or financial loss, loss of sale or business, loss of use or business interruption, loss of goodwill;
- c) indirect or consequential loss.

7.5. RI's liability to replace or repair Goods or Rental Equipment is as set out in the relevant Schedule.

7.6. Customer must notify RI of any complaint in respect of the Services rendered within 30 days of the relevant Service or part of Service being provided of which RI will carry out such investigative steps. Any monetary claim made by Customer must be submitted in writing to RI at the address for notices within 30 days from the Customer first becoming aware of the circumstances giving rise to the monetary claim. To the maximum extent permitted by law, RI will not be liable for any claim submitted outside of such 30 days' period.

7.7. Subject to Clauses 7.1 to 7.6, RI excludes all liabilities to the maximum extent permitted by law.

8. Third Party Rights

8.1. This Agreement does not give third parties rights to raise any claims in case of a disagreement.

9. Assignment

9.1. Customer may not assign this Agreement without RI's written consent, such consent not to be unreasonably withheld. RI may assign the benefit and the burden of this Agreement to another company in the RI Group.

10. Variations

10.1. The Customer shall refer to the terms and conditions as set out in RI's websites (rentokil.com.my/terms-and-conditions) which shall also form part of this Agreement. The Customer agrees and acknowledges that RI may amend the Agreement by providing ninety (90) days' written notice to Customer or requesting the Customer to refer to the updated and revised version at RI website. If such amendment materially affects the Services provided under the Agreement, Customer may terminate the Agreement by providing no less than thirty (30) days' written notice to RI within sixty (60) days' of receipt of such amendment notice. All other amendments to this Agreement must be agreed in writing by the parties.

11. Notices

11.1. Any notice to be given under this Agreement, except for under Clause 3 2, shall be in writing and be delivered by hand or signed for mail service:

- a) to the Customer at the address or email set out in this Agreement;
- b) to RI at Rentokil Initial (M) Sdn Bhd, Unit 8-1, Level 8, Tower 8 UOA Business Park, No. 1, Jalan Pengaturcara U1/51A, Seksyen u1, 40150 Shah Alam, Selangor Darul Ehsan

12. Severance

12.1. If any term or provision in this Agreement is held to be in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall not be affected.

13. Entire Agreement

13.1. This Agreement: (a) is the entire agreement between the parties relating to the Services; (b) supersedes and terminates any previous agreements, warranties, representations and understandings relating to the same subject matter; and (c) prevails over any terms which Customer provides to RI and / or which may be implied by law or trade, custom, practice or course of dealing, all of which are expressly excluded.

13.2. The parties agree that they shall not be entitled to rely on any statement or representation that is not set out in this Agreement.

14. Data Protection

14.1. RI shall process customer's personal data, including sending marketing information, in accordance with applicable data (<https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy>)

14.2. Customer may change / update / unsubscribe from any marketing information or communication channels that customer receives from RI by opting out via (<https://bit.ly/unsubscribe-RI>). RI will continue to send communications as necessary for the performance of this Agreement.

15. IPR

15.1. No IPR is transferred by RI in the provision of the Services and as between the parties remains the exclusive property of RI.

16. Anti-bribery and Corruption

16.1. Each party undertakes that: (a) neither it nor any party acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Agreement; (b) it shall throughout the course of this Agreement comply with, and take reasonable measures to ensure that any other parties acting on its behalf comply with, all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption ('Relevant Requirements'); (c) it has and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with Relevant Requirements and will enforce them where appropriate; (d) it shall immediately report to the other party any offer, request or demand for any undue financial or other advantage of any kind received from the other party or any party acting on its behalf in connection with the performance of this Agreement; and (e) unless apparent at the commencement of this Agreement (for example where the customer is a public organisation), it shall immediately notify the other party (in writing) if a public official becomes its officer or employee or acquires a direct or indirect interest in that party.

17. Force Majeure

17.1. If either party is prevented from or delayed in the performance of any of its respective obligations (other than payment obligations) under this Agreement by circumstances beyond its reasonable control, the affected party shall not be liable for the performance or the punctual performance of its obligations, as applicable, for the duration of the force majeure event. If the force majeure event continues for more than 30 days, either party shall be entitled to terminate this Agreement on written notice to the other.

18. Governing Law and Jurisdiction

18.1. This Agreement and any dispute or claim arising in connection with it shall be governed by and interpreted in accordance with the law of Malaysia. The parties submit to the exclusive jurisdiction of the Malaysian courts.

SPECIAL TERMS AND CONDITIONS: GOODS AND RENTAL EQUIPMENT

19. Interpretation

Goods: Any products sold by RI to the Customer under the Agreement. This does not include Rental Equipment.

Rental Equipment: Any products provided by RI to the Customer on a rental basis under the Agreement which shall at all times be owned by RI.

Replacement Value: The full cost of replacing any parts or item of Rental Equipment at the time such Rental Equipment is lost or damaged.

20. Goods

20.1. Risk of damage to or loss of any Goods shall pass to Customer once RI has delivered and installed such Goods (where installation is included) at the Customer Premises. Customer will not own any Goods and shall merely be the bare trustee until RI has received payment in full for the Goods in cleared funds.

20.2. Until Customer has taken ownership of Goods, Customer will:

- a) keep Goods separate from any other items so that they can be readily identified as belonging to RI;
- b) properly store, protect and insure Goods;
- c) return Goods to RI on RI's request; and
- d) permit RI to enter Premises and remove Goods if they are not returned when requested by RI.

21. Rental Equipment

21.1. As part of the Services, RI will repair any Rental Equipment so that it is kept in good working order provided that Customer has complied with all of its obligations under this Agreement, including Customer Obligations and payment terms.

21.2. Customer will pay RI at the then current standard hourly rate as determined by RI at its sole discretion for any maintenance of, or repair to, the Rental Equipment to the extent due to acts or omissions not attributable to RI, including but not limited to:

- a) wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by Customer or by any third party or on Customer's behalf; or
- b) vandalism.

21.3. Customer shall:

- a) provide electrical installations as required for the proper use of the rental equipment
- b) be responsible for any damage to or loss of any Rental Equipment, except for damage that RI is obliged to repair as set out in paragraph 21.1 above;
- c) not sell the Rental Equipment, assign or give it to any third party else for any reason;
- d) insure the Rental Equipment for its Replacement Value against all risk of loss or damage (other than damage occurring during its normal operation and/or use);
- e) insure against injury (including death) to any persons or for loss of or damage to property as a result of the any misuse of the Rental Equipment or Customer's negligence;
- f) immediately notify anyone claiming possession of the Rental Equipment that it belongs to RI;
- g) comply with all statutory and safety requirements relating to the use of the Rental Equipment;
- h) notify RI immediately if the Rental Equipment is damaged or lost;
- i) not remove any labels or signs indicating that the Rental Equipment belongs to RI;
- j) not permit anybody other than RI to remove, repair or maintain the Rental Equipment;
- k) permit RI at any reasonable time to enter any Premises where the Rental Equipment is sited so that RI may inspect it. Customer will also allow RI access to any Premises on termination of this agreement where this is necessary for the removal of the Rental Equipment regardless of the reason for termination. If upon termination of this agreement, RI is unable for any reason to recover the Rental Equipment (unless this is due to RI's fault) Customer will pay RI upon receipt of our invoice the Replacement Value of the Rental Equipment which has not been recovered; and

l) while RI will exercise reasonable care when removing Rental Equipment from Customer Premises RI does not accept any responsibility for restoring that part of the Premises (including any services such as electrical supply) where the Rental Equipment was installed to its original state.

21.4. RI shall be entitled to replace any Rental Equipment at any time when RI believes it is appropriate to do so. Any replacement Rental Equipment shall be of at least an equivalent standard to that which RI has removed.

SPECIAL TERMS AND CONDITIONS: PESTCONNECT SERVICES

22. Interpretation

Control Panel: the device to which the PestConnect Device transmits activity data.

PestConnect Device: a sensing device to allow remote monitoring of pest activity.

PestConnect Equipment: the Control Panel and / or PestConnect Device provided to Customer under this agreement, as applicable. The PestConnect Equipment shall form part of the Rental Equipment owned by RI.

PestConnect Services: the PestConnect services RI has agreed to provide to Customer at the Premises as specifically set out in the Contract Documents and as may be amended by the parties in writing.

Commencement Date: The date on which Customer accepts the Quote by signature or other means.

Replacement Value: the full cost of replacing any item of Rental Equipment at the time it is lost or damaged.

23. PestConnect Services

23.1. RI will provide the PestConnect Services including the PestConnect Equipment in accordance with these Special Terms and Conditions that form part of the Agreement. In the event of conflict, these Special Terms and Conditions shall prevail.

23.2. The use of PestConnect Services does not guarantee pest free conditions at the Premises despite the best endeavour of RI.

23.3. The Minimum Term for the provision of PestConnect Services is 12 months from the PestConnect Services Commencement Date, unless otherwise stated in the Quote, Special Conditions or Schedule.

24. Customer Obligations

24.1. Customer will:

- provide a continuous, uninterrupted and dedicated electrical supply to the Control Panel;
- ensure that the transmissions between the PestConnect Equipment are not affected by anything sited adjacent to or in front of any of the PestConnect Equipment; and
- ensure that the PestConnect Equipment is not moved, interfered with opened or disassembled, other than by an RI employee or upon written consent of RI.

24.2. Customer will pay RI at the then current standard hourly rate for:

- any attendance at the Premises to address a malfunction of any of the PestConnect Equipment where such malfunction is attributable to an interruption to the electrical supply to the PestConnect Equipment or due to the siting of any apparatus or construction adjacent to the PestConnect Equipment adversely affecting the successful transmission of data between the PestConnect Device and the Control Panel; and
- any re-siting of any PestConnect Equipment due to any works being undertaken at the Premises.

25. Rental Equipment

25.1. As part of the Services, RI will repair any Rental Equipment so that it is kept in good working order provided that Customer has complied with all of its obligations under this Agreement, including Customer Obligations and payment terms.

25.2. Customer will pay RI at the then current standard hourly rate as determined by RI at its sole discretion for any maintenance of, or repair to, the PestConnect Equipment to the extent due to acts or omissions not attributable to RI, including but not limited to:

- moisture ingress during operational cleaning of the Premises;
- wilful or careless damage, negligence, mishandling, tampering or any unauthorised repairs by Customer or on Customer's behalf; or
- vandalism.

25.3. Customer and RI shall comply with clauses 21.3 and 21.4

26. Termination

26.1. The termination provisions of the Agreement can be applied separately to these Special Terms and Conditions, so that the PestConnect Services can be terminated and the underlying Agreement remains effective.