

Standard Terms and Conditions for Service Provision
By Rimakmur Sdn Bhd Sdn Bhd (Company No. 212832-A)
(“Standard Terms”)

The terms and conditions set out in this Standard Terms may be varied, amended and notified to the Client (as defined herein) from time to time, shall govern and shall be deemed to be incorporated into all credit applications, bookings, and agreements entered into in respect of the Services (as herein defined) offered by Rimakmur Sdn Bhd (Company No. 282312-A) (“RSB”), unless expressly excluded in writing by RSB.

RSB may make changes to this Standard Terms from time to time and will upload the revised Standard Terms on the website www.srg.my Client is advised to check the website for the latest updated version of the Standard Terms on a regular basis.

1. Definitions and Interpretation

1.1 In this Standard Terms, the following expressions shall have the following meanings :-

“Accredited Client(s)” means any client(s) affiliated with The Association of Accredited Advertising Agents Malaysia (4As) or such other client(s) duly authorised in writing by RSB at its sole and absolute discretion;

“Act” means the Personal Data Protection Act 2010 including all guidelines, rules and regulations, and subsequent amendments;

“Advertisement Material” means any material in written form or audio or video acceptable to RSB, which may be delivered by the Client to RSB, for the purposes of Transmission or rendering into a format appropriate for Transmission;

“Affiliate” means any person or entity controlling, controlled by, or under common control with either the Client or RSB, as applicable. “Control” means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or at its equivalent) of a company.

“Agreement(s)” means any contract(s) between RSB and the Client in respect of the Services which shall incorporate the terms and conditions herein contained;

“Application” means software application owned and/or managed/operated by RSB and/or its Affiliate and is designed to run on the Device and made available on the application distribution platform such as Apple App Store, Google Play, Windows Phone Store, Blackberry App World and/or through any other distribution platform whether known now or in the future;

“RSB” means Rimakmur Sdn Bhd (Company No. 212832-A), a company duly incorporated in Malaysia, which manages and operates the Radio Stations and Websites, including the Digital Content and Platforms division within RSB;

“Business Day” means a day other than Saturday, Sunday or a federal public holiday in Selangor, Malaysia;

“Client” means a direct advertiser, a person, entity, firm, company, Accredited Client which places a booking, or enters into an Agreement with RSB for the Services;

“Credit Account” means the credit account which may be granted by RSB to the Client (if any) from time to time and on the terms thereof;

“Product” means any product or good provided by the Client for purposes such as promotional activity, sampling, distribution to public, contest prize, commercial advertisement etc;

“On-Air” means the transmission of Services via broadcasting on the Radio Stations by means of radio frequency transmission signals within the Territory;

“On-ground” means events held outside the Radio Stations;

“Online” means any Services to be provided via the Internet through Website, Applications and/or such other platform, whether known now or in the future, made available by RSB from time to time;

“On Mobile” means any Services to be provided via the mobile phone through mobile applications, mobile internet and/or such other platform, whether known now or in the future, made available by RSB from time to time;

“Radio Companies” means the companies which is licensed to operate and broadcast content on the Radio Stations;

“Radio Stations” means the FM commercial radio broadcasting stations which are managed by RSB and which are broadcasting within Malaysia including but not limited to “988”, “SURIA FM”, “RED FM” and “CAPITAL FM”;

“Rates” means the rates for the Services as set out in the Rate Card issued by RSB, as may be amended from time to time by RSB;

“Services” means the agreed services to be provided by RSB which may include On-Air transmission services, Online services, On Mobile services and/or On Ground services such as (but not limited to) advertisement services, spot buy, run of station, local insertion unit, sponsorship, promotional activities, production, campaign contest and events;

“Territory” means Malaysia;

“Technical and Language Requirements” means the requirements as set out in Sub-Clause 5.3 and such amendments or variations thereto as may be notified by RSB from time to time;

“Transmission Date” means the first date of Transmission as part of the Services in accordance with the Transmission Schedule; “Transmission Schedule” means the dates and times for the Transmission which has been confirmed by RSB to the Client.

“Website(s)” means the website(s) which are managed by RSB from time to time which are operated within Malaysia which include but shall not be limited to www.capitalfm.com.my, www.redfm.my, www.suriafm.my, www.988.my.

1.2 All references to RSB shall include its successors in title and assigns. All references to the Client shall include its successors in title.

1.3 In the event of any conflict or discrepancy between the provisions of the Agreement and this Standard Terms, the provisions of the Agreement shall prevail.

2. Purpose

The terms and conditions set out herein shall govern and be deemed to be incorporated mutatis mutandis into all media and internet bookings and sales by RSB of the Services and into the Agreements, unless otherwise expressly excluded in writing by RSB.

3. Obligations of RSB

Subject to the due and proper performance by the Client of all its obligations to RSB, RSB shall use its best endeavours to provide the Client the Services, in accordance with the terms and conditions set out in this Standard Terms and subject further to such terms and conditions of the respective Services as may be required by RSB.

4. Obligations of the Client

4.1 The Client agrees without prejudice to any other terms herein or terms which may be required by RSB:

4.1.1 to make all payments promptly on the due dates without demand, deduction or set off;

4.1.2 to procure and maintain all necessary permits, consents, approvals, and licenses (except for the broadcast licence) which are required for RSB to provide the Services such that they are valid and subsisting for the term the Services are provided;

4.1.3 to be solely and fully responsible for compliance with relevant laws, rules, regulations, guidelines, codes and practices in Malaysia and in the Territory relating to advertising on the Radio Stations and/or Website(s), including but not limited to the Communications and Multimedia Act, 1998, the Communications and Multimedia Content Code and the "Advertising Code for Television and Radio" issued by the Communications and Multimedia Commission;

4.1.4 to acquire from the respective owners and/or copyright societies all copyrights and all other rights (whether musical or otherwise) for the Advertisement Material and for the commercial advertisements or content for Transmission pursuant to the Services, and to make all payments for the use of such sound recordings, musical works and performance royalties payable to any collection societies, if any, within the Territory and/or Malaysia as the case may be; and

4.1.5 to comply with all terms and conditions of this Standard Terms and such other terms and conditions as may be required by RSB.

4.2 The Client shall place its bookings with RSB for the Services not less than seven (7) Business Days prior to the Transmission Date. Booking instructions shall be in writing and may be given or sent by hand, registered post or other fast postal service, or telex, telegram, or facsimile, and a booking shall only be deemed to have been placed by the Client on the date that it is received by RSB.

4.3 Notwithstanding anything in this Standard Terms, RSB shall not be bound, and shall not be deemed or construed bound to provide the Services to the Client or to enter into an Agreement with the Client. An Agreement shall only come into being upon RSB confirming its acceptance of the Transmission Schedule and terms of the booking for the Services (i.e. either via a confirmation form and/or Transmission of the Services).

4.4 The Client shall contract and be deemed to contract as principal in the Agreement and will accordingly be responsible for the performance of all the terms and conditions of this Standard Terms and under any Agreement.

5. Submission of Advertising Material

5.1 The Client acknowledges and agrees that Advertising Material submitted to RSB shall :-

5.1.1 satisfy the Technical and Language Requirements of RSB or any other requirement or guidelines which may be notified by RSB to the Client from time to time;

5.1.2 comply with relevant laws, rules, regulations, guidelines, codes and practices in Malaysia relating to advertising on the Radio Stations, including but not limited to the Communications and Multimedia Act, 1998 and the Content Code” issued by the Communications and Multimedia Content Forum;

5.1.3 comply with all requirements for payments of royalties or licence fees or any other payments in respect of any third party rights in connection with the Advertisement Material and other commercial advertisements or content for Transmission pursuant to the Services.

5.2 The Client shall deliver the Advertising Material which complies with the terms of Sub-Clause 5.1 of this Standard Terms to RSB, not less than :-

5.2.1 seven (7) Business Days for complete audio recordings;

5.2.2 fourteen (14) Business Days for written scripts or other written materials; or such other period as may be agreed in writing by RSB.

5.3 The Advertising Material shall comply with the following requirements:

5.3.1 recorded audio material shall be in the form of digital audio tape;

5.3.2 all Advertising Material be clearly labeled and marked with the following :-

- (a) name of the Client, and where the Client is an advertising agency, the name of the advertiser (Advertiser”);
- (b) brand name of the commercial product;
- (c) description of the commercial product; and
- (d) commercial title;

5.3.3 in addition, recorded audio Advertising Material shall be clearly labelled and marked with the following:

- (a) audio track designations and language of the audio track;
- (b) duration of the audio track;
- (c) date of recording; and
- (d) particulars of the producer and/or production house; and 5.3.4 The

Advertisement Material requirements for Website(s) are as follows:

(a) images and logos shall be in any of the following formats:

- Adobe Photoshop (*.psd)
- Adobe Illustrator (*.ai)
- JPEG (*.jpg)
- GIF (*.gif)

(b) flash files shall be for in both the following formats

- .fla (Creation template) .swf (Flash file)

(C) Text documents shall be in any of the following formats:

- Microsoft Word (.doc) Plain text document (.txt)

(d) Printable documents such as contest forms, etc. shall be in the Adobe Acrobat (.pdf) format only.

(e) Audio files shall be in any of the following formats:

- .wav
- .mp3
- .asf

(f) Video files should come in one or all of the following formats:

- .avi
- .mpg
- Quicktime(.mov)

(f) Video flies should come in one or all of the following formats:

- .avi
- .mpg
- Quicktime(.mov)

(g) Banners shall meet the following size and format requirements:

- in .gif or animated .gif format
- Size required 468x60 [for all RSB Radio Websites]
- Maximum file size: [1 2KBJ

5.3.5 the Advertising Material shall only relate to one brand name;

5.3.6 the Advertising Material shall comply with any language restriction imposed on RSB at any time by any relevant authority; and

5.3.7 all Advertising Material requiring the permits, consents, approvals, and licenses under Sub-Clause 5.1.2 and 5.1.3, shall be accompanied by such permits, consents, approvals, and licenses.

5.4 The Advertisement Material shall be deemed to have been delivered only if the conditions set out in Sub-Clauses 5.1, 5.2 and 5.3 have been met and the relevant Transmission instructions have been given.

5.5 In the event the Client submits Advertising Materials which does not comply with any of the requirements in this Standard Terms:-

5.5.1 RSB shall not be liable for any error or accidental misuse of the Advertisement Material during Transmission; or

5.5.2 RSB may cancel the booking and at its discretion impose a surcharge under Sub-Clause 9.1 below as if a cancellation had been made by the Client or

5.5.3 RSB may dub and/or reformat the Advertising Material into a format RSB requires for Transmission and the Client agrees to bear all costs, charges and expenses for such dubbing and/or reformatting work.

5.6 If RSB in its absolute discretion decides that the Advertisement Material is unsuitable, RSB shall notify the Client of an alternative schedule for provision of the Services and the Client shall submit alternative Advertisement Material in the terms of Sub-Clause 5.2.

5.7 Notwithstanding any other provision of this Standard Terms to the contrary, RSB reserves the right, in its sole and absolute discretion to:-

5.7.1 decline to transmit any Advertisement Material without any reason in writing for so declining but in such event the Client shall not be liable to pay for any Advertisement Material not transmitted. In the event advance payment has been made by the Client the Client's account with RSB shall be credited with such amount and may be utilised towards payment of subsequent bookings by the Client;

5.7.2 fade, edit or cut the Advertisement Material or any part thereof which in the opinion of RSB contains unsuitable material but the Client shall remain liable to RSB for the charges payable hereunder or by virtue of the Agreement or

5.7.3 refuse to transmit any Advertisement Material containing references to more than one product and RSB shall not be liable to the Client or otherwise for any reason whatsoever.

5.8 RSB shall store the Advertisement Material for up to four (4) weeks from the date of the last Transmission. The Client shall be liable for storage charges determined by RSB if the Advertisement Material is not reclaimed by the Client at the end of the four (4) week period. Unless otherwise instructed in writing by the Client and the Client pays the storage charges, the Advertisement Material may be destroyed by RSB if not collected for a period of one (1) month from the date of the last transmission without further reference to the Client. RSB shall not be held liable for any loss or damage whatsoever to the Advertisement Material or any other property of the Client however caused whether in the studios, in transit or during storage.

6. Transmissions

RSB shall use its best endeavour to provide the Services and where such Services requires Transmission, to use its best endeavours to make the Transmission in accordance with the Transmission Schedule confirmed by RSB but RSB makes no representation or warranty that the Transmission Schedule shall be adhered to.

6.2 In the event Transmission cannot be made in accordance with the Transmission Schedule on the day and in a segment of the rate arranged, RSB shall offer Transmission at some other time and/or some other date in the segment of the rate bearing comparable value as that originally booked. If the Client objects to the rescheduling of Transmission in this Sub-Clause 6.2, RSB shall be entitled to payment from the Client of fees and expenses reasonably incurred in respect of any Services then provided. In the event advance payment has been made by the Client, the Client's account with RSB shall be credited with such amount (less such fees and expenses aforesaid) and may be utilised towards payment of subsequent bookings by the Client.

6.3 RSB reserves the right, in its absolute discretion to:

6.3.1 reschedule the Transmission Schedule if conflicts arise between products and programmes including programme content or as a result of bookings for sponsorship;

6.3.2 reschedule the Transmission Schedule to give precedence to broadcast of any priority matter including but not limited to government announcements or for broadcast of live programmes;

6.3.3 pre-empt any airtime booked for the Services;
without being liable to the Client or any other party for any reason whatsoever.

6.4 The Client shall notify the Head of the Radio Advertising Sales Department of RSB of any technical errors or incorrect materials used in a Transmission by RSB within twenty-four (24) hours of that Transmission, failing which RSB shall be deemed to have complied with its obligations under this Standard Terms and the Agreement.

6.5 Notwithstanding any other provision of this Standard Terms to the contrary, RSB may, in its sole and absolute discretion and without waiving any other rights hereunder (including without limitation, the right to terminate this Standard Terms pursuant to Clause 14 hereof), elect to suspend, pre-empt or otherwise interrupt the Services under any one or more of the following circumstances:

6.5.1 as a result of the Services or the content thereof, RSB or any of its Affiliates is, or is threatened to be (a) indicted, (b) charged as a criminal defendant, (c) investigated by law enforcement or other governmental authorities or (d) otherwise subjected to any action or proceeding by any governmental entity or representatives thereof;

6.5.2 at the direction of any governmental entity, jurisdiction or representative thereof; or

6.5.3 to protect the overall health and performance of the Radio Stations, including without limitation, any testing, repair, adjustment, reconfiguration of any component or equipment of the Radio Stations;

and in such circumstances, the suspension, pre-emption or interruption shall not amount to or be deemed as a default of RSB'S obligations pursuant to this Standard Terms. Upon resolution of the event giving rise to the foregoing suspension, pre-emption or interruption of the Services, and upon RSB receiving reasonable assurances from the relevant entities that such event will not again occur (in the sole and absolute discretion of RSB), then RSB shall discontinue the suspension, pre-emption or interruption of the Services.

6.6 All dates and times of Transmission shall be recorded in a transmission log maintained by AMR. The contents of this transmission log shall, in the event of any dispute whether in respect of the Client's account or otherwise except in the case of manifest error, be taken as final and conclusive proof of such Transmission.

6.7 All programme content on the Radio Stations and the time of Transmission of such programmes shall be entirely within the discretion of RSB and RSB shall not be liable to the Client for any failure to transmit any programme advertised in any publication or failure to transmit any programme at an advertised time.

6.8 The Client irrevocably authorises RSB and its associates (but RSB and its associates are not obliged) to broadcast or distribute the content of the Services (where relevant) on the Radio Stations by any medium of carriage into any jurisdiction at any time and from time to time, and in the event RSB and its associates do so, the Client's warranties and indemnities and rights in this Standard Terms shall mutatis mutandis extend to the broadcast or distribution of the same. For the avoidance of doubt RSB shall not be obliged to account to the Client for any profits, revenue or gains made from such broadcast and distribution of content on the Radio Stations.

7. Intellectual Property Rights

7.1 The Client acknowledges that all copyright, design rights and any other rights in the product of the Services provided by RSB excluding any Advertising Material provided by the Client shall remain the sole and exclusive property of RSB and this Standard Terms and the Agreement do not purport to grant, assign, or transfer any rights to the Client.

7.2 In the event that the Client wishes to use any material arising from the Services of RSB for any purpose other than for the provision by RSB of the Services then the prior written consent of RSB shall be required, together with an additional payment to be agreed between the parties.

7.3 The Client acknowledges that RSB shall be entitled to exploit any material created by RSB under this Standard Terms provided that all references to and any confidential information and material provided by the Client are deleted.

7.4 The Client acknowledges that RSB asserts its moral rights generally in respect of the product of the Services under this Standard Terms and the Agreement including any documents, artwork, and other material and in particular to be reasonably, prominently and clearly identified on all copies in all media. RSB asserts the right to object to derogatory treatment of its work provided in the Services whether addition to, deletion from, or alteration or adaptation which is a distortion or mutilation or is otherwise prejudicial to the honour or reputation of RSB.

7.5 Save as expressly provided in the Agreement, the provisions herein and in the Agreement shall not by implication be deemed to grant a licence to the Client to use the trade marks of RSB or the Radio Companies (collectively "Trade Marks") in any form of activity. The Client understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use of the Trade Marks and that injunctive relief would be appropriate to prevent any actual or threatened use of such Trade Marks.

8. Rate Structure

8.1 Unless otherwise agreed between RSB and the Client, the Rates charged for the Services shall be as set out in the Rate Card, as may be amended from time to time by RSB.

8.2 RSB reserves the right to change the terms and conditions herein and/or Rates applicable to bookings already made or in executed Agreements with two (2) weeks' written notice to the Client. The Client shall, by serving written notice to RSB within seven (7) Business Days of the date of the notice of change, be entitled to cancel any booking affected by the change. The new Rates shall be effective and apply to Services or parts thereof to be performed only after the end of RSB'S notice of change period.

8.3 The provision of this Clause 8 shall be without prejudice to any special arrangements made by the parties in respect of the Rates.

9. Cancellations

9.1 Subject to Sub-Clause 9.4 and without prejudice to any antecedent rights of RSB, the Client may cancel confirmed bookings by giving written notice to RSB and subject to the payment of the following cancellation charges as agreed pre-estimated liquidated damages :-

	Cancellation made before Date of Broadcast Transmission	Surcharge of % of Booking Rate
i)	More than 30 days	15 %
ii)	Within 15 to 30 days	50 %
iii)	Less than 14 days	100 %

9.2 Any written notice of cancellation shall take effect only upon actual receipt of the notice by RSB.

9.3 RSB may at its absolute discretion allow the cancellation and rescheduling of certain bookings to a date no later than thirty (30) days from the Transmission Date.

9.4 Sub-Clause 9.1 shall not apply to confirmed bookings under an Agreement for sponsorship. In the event of any cancellation of a confirmed booking for sponsorship, the Client shall be liable to pay for the full amount of the gross amount due of the confirmed booking.

10. Payment

10.1 Invoices will be in Ringgit Malaysia and all payments shall be in Ringgit Malaysia.

10.2 The Client (save for an Accredited Client) shall make payments in respect of the Services at the Rates or such negotiated rates including service tax no later than seven (7) Business Days before the commencement of any promotional activity by RSB or the Transmission Date of the Advertisement Material for the Service(s) whichever the earlier or in the event the Client has been granted a Credit Account within such period of credit granted by RSB, subject always to the due observance by the Client of all the terms and conditions of the Credit Account. In default of payment, RSB shall be entitled without prejudice to its other remedies for breach of contract, to refuse to transmit the Advertisement Material. For the avoidance of doubt, the Credit Account shall not extend to payment of cancellation fees pursuant to Sub Clause 9.1.

10.3 Save for paragraph 10.4 below, an Accredited Client shall make payments in respect of the Services no later than forty five (45) days from the date of the invoice by RSB Subject to the due and proper performance of the Accredited Client of their obligations under the Agreement(s) and the timely payment of the invoices, RSB will grant such Accredited Clients a commission of 15% of the gross value of the invoiced amount. For the avoidance of doubt, the service tax payable by the Client shall be calculated based upon the total invoiced value less the abovesaid commission.

10.4 In the event an Accredited Client fails to make timely payment of the invoices, RSB may after giving a warning in writing to the Accredited Client, require any future invoices to be dealt with in accordance with paragraph 10.2 above, remove the Accredited Client from its list of accredited clients and/or reduce the commission or revoke the commission at its sole and absolute discretion.

10.5 Payments may be made via cash, cheque or wire transfer. Payments via wire transfer must be made to such bank account as RSB may from time to time specify in writing to be received in such account not later than 12 noon on the relevant due date. The Client shall as soon as possible despatch to RSB by way of facsimile and confirmation by post, a copy of the relevant debit advice confirming the transfer of funds and quoting the numbers of the invoices that are being settled. All bank transfer charges and/or commissions payable shall be borne by the Client. Notwithstanding the foregoing, RSB may apply any payments against invoices of its choice, at its absolute discretion.

10.6 Time for payment is of the essence and non-receipt of any invoice shall not release the Client from its obligations to pay RSB on the relevant due date.

10.7 In the event of any dispute in respect of any amount in an invoice, the Client shall notify RSB in writing within fourteen (14) Business Days from the date of the invoice, failing which, the invoice shall be deemed correct. For the avoidance of doubt, the Client may only withhold payment on the disputed amount only and shall be required to make timely payments on all other invoiced amounts.

10.8 The Client shall pay interest on any sum outstanding at the rate of one point five percent (1.5%) per month with daily rests calculated from the due date to the date of actual payment by the Client of the full outstanding amount plus accrued interest. RSB reserves the right at any time to review and vary the amount of interest and/or the dates on which the surcharge should apply.

10.9 All sums payable under the Agreement(s) are exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is the Client's obligation) and if the Client is required to deduct from any payment hereunder any value added or withholding taxes, service taxes or imposts, duties or charges imposed on the Client, RSB or otherwise howsoever, the Client shall pay to RSB such additional sum so as to enable RSB to receive in full the payment that would otherwise have been payable to RSB.

10.10 In the event the Client is in default of payment for any Agreement, RSB reserves the right to appoint debt collectors, initiate legal action or take such other action to recover the same from the Client and the Client shall be liable to bear all costs and legal expenses incurred by RSB as a result thereof.

10.11 Without prejudice to the remedies stated in paragraph 10.10 above, in the event the Client is in default of payment for any Agreement, RSB shall also be entitled to refuse to provide the Services under one or more of the Agreements, in addition to cancellation of the Credit Account or variation to the terms of the Credit Account.

10.12 Invoices issued by RSB and any statement signed by an officer of RSB shall (save for manifest error) be conclusive evidence of the amounts from time to time owing by the Client to RSB under or in connection with the provision of the Services.

11. Warranties and Indemnities

11.1 The Client warrants and undertakes to RSB that:

11.1.1 the Advertisement Material complies with the requirements set out in Clause 5.1 above;

11.1.2 it has obtained or shall at its own expense obtain the necessary licences and consents for the use of any copyright material or the rights in the Advertisement Material; and

11.1.3 the Advertisement Material does not contain:-

(a) false, inaccurate or misleading information about the product or other object of the promotion; or

(b) statements derogatory, defamatory or slanderous of any third party or racially inflammatory.

11.2 The Client shall indemnify and hold harmless RSB and the Radio Companies, their directors, officers, employees, agents, subsidiaries, Affiliates, subcontractors and assignees of them, from and against any losses or liabilities including and without limitation:-

11.2.1 any and all claims, demands, costs, expenses, losses, liabilities or damages (including but not limited to, legal fees, costs of investigation and cost of suit), of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property (collectively "Claims"), arising from or in connection with RSB'S provision of the Services under the Agreements;

11.2.2 any Claims for libel, slander, invasion of privacy, or infringement of intellectual property, copyright, trademark, patent or other contractual or proprietary right, or any other tortious injury arising from the provision of the Services;

11.2.3 any Claims by a third party relating to the failure or interruption of, or defect in, the Transmission or reception of the Transmission under the Agreement(s);

11.2.4 any Claims or dispute between the Client and/or the Advertiser and any third party and/or any of the Client's and/or the Advertiser's customers;

11.2.5 any Claims arising from the breach by the Client of any obligations under this Standard Terms;

11.2.6 any Claims or disputes arising from any representation that the Client makes to any third party with respect to RSB or the Services;

11.2.7 any Claims, whether civil or criminal, which RSB may suffer as a result or arising from the provision of the Services; or

11.2.8 any Claims, fine, penalty or consequences arising from the breach of any laws or regulations of the Territory, including but not limited to censorship and advertising regulations as well as breach on the part of the Client of any warranties, covenants, obligations and undertaking given by the Client to any relevant government or quasi-government authority relating to the provision of the Services or by reason of RSB acting on behalf of the Client, at the request and on the instructions of the Client, in any correspondence or communications whatsoever with such authorities;

and the provisions of this Sub Clause 11.2 shall survive the termination of the Agreement(s).

12. Limitation of Liability

121 Neither RSB nor the Radio Companies shall in any event incur any liability whatsoever for any failure to provide the Services for any reason whatsoever including but not limited to :-

12.1.1 an event of Force Majeure as provided in Clause 13 of this Standard Terms;

12.1.2 delays, blackouts and/or edits or any errors in Transmission of the Advertising Material or parts thereof intended to be carried or Transmitted by, to or for the benefit of the Client pursuant to the Services;

12.1.3 the loss of any data, programmes or information intended to be carried or Transmitted by, to or for the benefit of the Client pursuant to the Services, or the Transmission of any other signal;

12.1.4 interference from other communications systems, whether licensed or not, into the Transmission;

12.1.5 interruptions for service and maintenance of the equipment used to provide the Services;

12.1.6 non-performance, malfunction or failure of any equipment including but not limited to the facilities at the All Asia Broadcast Centre or any other equipment or services or facilities utilised in the provision of the Services, including such non-performance, malfunction or failure resulting or connected with the failure, disruption or cuts in power supplies; or

12.1.7 compliance or non-compliance by RSB and/or the Radio Companies with any order of any court, agency, legislature or other governmental authority with respect to the Services or any part thereof.

12.2 Notwithstanding any contrary provision of this Standard Terms or in the Agreements, RSB shall not be liable to the Client or any other party for any amounts representing their respective loss of profits, loss of business, or direct or indirect special, exemplary, consequential, or punitive damages, arising from RSB' performance or non-performance of this Agreement, or any acts or omissions associated therewith or related to the use of any Services provided hereunder, whether the basis of the liability is breach of contract, tort (including negligence and strict liability), statutes, or any other legal theory or principle.

13. Force Majeure

13.1 Notwithstanding any other term and condition herein or in the Agreement, RSB shall not be deemed to be in breach nor otherwise be liable to the Client for any delay, failure or interference in transmission of any Advertisement Material caused by circumstances beyond its reasonable control such as, but not limited to war, civil disturbance, order of a government ministry or department or public authority, fire, flood, rain outage, natural catastrophe, royal demise, labour dispute, lock-out, withdrawal of services or supplies or other services or transport (public or otherwise) or act of God or break-down in equipment including but not limited to communication link failure, or other inevitable accident.

13.2 Upon the happening of any of the events above the obligations of RSB and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.

13.3 Without prejudice to Sub-Clause 13.2 above, if any of the events above results in RSB'S transmission activities being restricted, curtailed or prevented, RSB may at any time, notwithstanding anything in these terms contained, forthwith determine the Agreement without prejudice to RSB's right to be paid by the Client any monies due and owing by the Client as at the time of such determination.

14. Termination

14.1 RSB may terminate the Agreement or this Standard Terms at any time upon seven (7) days written notice to the Client if:

14.1.1 the Client commits any breach of the terms and conditions herein or in the Agreement;

14.1.2 the Client becomes insolvent, has a receiving order in bankruptcy filed or entered against it, compounds with its creditors or fails to satisfy any judgement entered against it within ten (10) days after entry of such judgement.

The termination of the Agreement or this Standard Terms shall be without prejudice to any other rights and/or remedies of RSB

15. Publicity and Information Concerning Advertisements

No Client shall publish any information in connection with any Services which has been or is to be provided by RSB without the prior written consent of RSB.

16. Assignment

RSB reserves the right at any time to assign their rights in the Agreement or this Standard Terms to any party. The Client shall not at any time assign, transfer or novate in whole or in part its rights in the Agreement or this Standard Terms nor shall the Client sub contract or otherwise delegate its obligations in the Agreement or this Standard Terms to any third party.

17. Waiver

Any waiver of any term or condition of the Agreement or this Standard Terms by RSB shall not be deemed to be a waiver of any subsequent breach of such term or condition or any other term or condition of the Agreement or this Standard Terms.

18. Governing Law

Each of the Agreement and this Standard Terms shall be governed by and construed in accordance with the laws of Malaysia, and the Client agrees to be subject to the non-exclusive jurisdiction of the courts of Malaysia.

19. Independent Advice

The Client acknowledges that it has been given and has had the opportunity to seek advice from independent legal counsel in relation to all the matters set out in this Standard Terms and in the Agreement and confirms that any failure on the part of the Client to appoint, or election not to appoint legal counsel shall not be raised as a defence

in any dispute, and the Client is not entitled to rely and shall not rely on any advice given by RSB, under and in relation to this Standard Terms or the Agreement.

20. Data Protection

20.1 the Client hereby undertakes that it shall fully comply with the provisions of the Act applicable to the processing of personal data as defined in the Act and specifically, that personal data of individuals disclosed to the Client pursuant to the Services ("Disclosed Data") shall not be used for purposes not connected with the Services without the consent of such individual.

20.2 The Client shall immediately notify RSB in the event of any claim or complaint from any data subject of Disclosed Data and/or where there has been an event of non-compliance with the Act by the Client, whether discovered by the Client or forming the subject of investigation and/or action by the relevant authorities.

21. Confidential Information

21.1 Client acknowledges that it will have access to certain confidential information and materials of RSB concerning its business, pricing, rates, subject matter, plans, customers, technology, products, design, know-how, concept, trade secret ("Confidential Information"). Confidential Information will include, but not limited to, RSB's proprietary software and customer information. Client agrees that it will not use in any way, for its own account or the account of any third party (except as required by law or to that party's solicitors, accountants and other advisors as reasonably necessary), any of RSB's confidential information and will take reasonable precautions to protect and safeguard the confidentiality of such information from disclosure to others, using the same degree of care used to protect its own Confidential Information.

21.2 Information will not be deemed Confidential Information hereunder if such information:-

- (a) is known to the Client prior to receipt from RSB directly or indirectly from a source other than one having an obligation of confidentiality to RSB;
- (b) becomes known (independently of disclosure by RSB) to the Client directly or indirectly from a source other than one having an obligation of confidentiality to RSB;
- (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Client; or
- (d) is independently developed by the Client.

22. General Provisions

22.1 Any notice, demand or communication shall be served by either Party upon the other Party either by electronic mail, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address of the other Party as set out in the Agreement or to other party's last known address in either party's record.

22.2 Notices, demand or other communication shall be deemed effective:-

- (a) If by electronic mail or hand deliver, on the day of delivery;
- (b) If by prepaid ordinary post, five (5) days after it was duly posted;
- (c) If by courier, one (1) day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

A copy of any notice and/or demand shall be copied to RSB's Legal Department at the following address:-

Director of Legal & Regulatory
Rimakmur Sdn Bhd Sdn Bhd
Level 2.01, Tropicana City Office Tower
3 Jalan SS20/27
47400 Petaling Jaya
Selangor, Malaysia
