

|   |   |  |   |   |   |                                 |
|---|---|--|---|---|---|---------------------------------|
| <b>R1 FORM</b>  |   |  |   | <b>Company Account Reference:</b>   |   |                                 |
| Company Name:   |   |  | ROC No.:  |   | Date (dd/m/yyyy) :                          |                                 |
| <b>COMPANY INFORMATION</b>  |   |  |   |   |   |                                 |
| Address:  |   |  |   | Company status ( <i>please select one</i> ):<br><input type="checkbox"/> Sole Proprietorship / <input type="checkbox"/> Partnership /<br><input type="checkbox"/> Private Ltd |   |                                 |
|   |   |  |   | Telephone no.:  |   |                                 |
| Country:  | City:   | District:                                      | Post Code:  |   |   |                                 |
|   |   |  |   | Fax no.:  |   |                                 |
|   |   |  |   | Email:  |   |                                 |
| <b>CONTACT PERSON INFORMATION</b>   |   |  |   |   |   |                                 |
| Full Name:  |   |  |   | Job Title:  |   |                                 |
| Address:  |   |  |   | I.C no.:  |   |                                 |
|   |   |  |   | Telephone no.:  |   |                                 |
| Country:  | City:   | District:                                      | Post Code:  |   |   |                                 |
|   |   |  |   | Email:  |   |                                 |
| <b>SERVICE APPLICATION INFORMATION</b>  |   |  |   |   |   |                                 |
| <b>SUBSCRIPTION<br/>DETAILS</b><br><br>( <i>For office use only</i> )   | Subscription Fee Rate   |  | The subscription includes configuration and training to be facilitated within two months from enrolment date:                                 |   |   |                                 |
|   | Standard Rate: \$140 per month.<br><br>Discounted Rate: First three months \$84.<br><br><i>*Advance two months payment is required upon subscription.</i> |  | I. One day ikhlas systems training session for two (2) persons.<br><br>II. Configuration of client's ikhlas system general chart of accounts. |   |   |                                 |
| <b>PAYMENT INFORMATION</b>  |   |  |   |   |   |                                 |
| <i>(NOTE: Fill in if billing address is different from above)</i>   |   |  |   |   | <b>Payment Type:</b><br>(please select one) |                                 |
| Billing Address :   |   |  |   |   | <input type="checkbox"/> Cash               | <input type="checkbox"/> Cheque |
|   |   |  |   |   | <input type="checkbox"/> Others             |                                 |
| <b>SIGNATORY CONFIRMATION OF APPLICATION</b>  |   |  |   |   |   |                                 |
| Signatory Name:   |   |  | Relationship to Company:  |   | Home phone no.:                             | Work phone no.:                 |
|   |   |  |   |   |   |                                 |
| The information I have provided in this document is true to the best of my knowledge. I authorize my subscription fees be paid directly to BAG Networks Sdn. Bhd. I understand that I am financially responsible for any balance outstanding thereof. I also authorize BAG Networks Sdn. Bhd. to release any information required to process my payments. I acknowledge by signing this document that I have read and agreed upon the terms, conditions and service agreement of the service. |   |  |   |   |   |                                 |
|   |   |  |   |   |   |                                 |
| <i>Client signature</i>   |   |  |   | <i>Date</i>   |   |                                 |
| <i>(For office use only)</i>  |   | <i>(For office use only)</i>                   |   |   |   |                                 |
| <b>COMPANY STAMP OF APPROVAL</b>  |   | <i>Company representative:</i><br><i>Date:</i> |   |   |   |                                 |

## GENERAL TERMS AND CONDITIONS

BAG may change these General Terms from time to time at its absolute discretion without prior notice to the Subscriber. The Subscriber agrees that such changes will be binding on it. Any changes will be posted on BAG's Ikhlas website and will amend and form part of these General Terms. The Customer is responsible for reviewing the Ikhlas website on a regular basis to obtain timely notice of any such changes. This Agreement and any new Agreement entered into after such changes have been posted will include those changes.

### 1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- "BAG" Means BAG Networks Sdn Bhd, a limited company registered in Brunei Darussalam under the Brunei Companies Act.
- "KashFlow" means KashFlow Software Limited, a limited company registered in England and Wales.
- "Agreement" means this agreement between BAG and the Subscriber;
- "Effective Date" means the date on which the Subscriber accepts the terms and conditions of this Agreement;
- "Fee" means fee as posted on BAG's Ikhlas website in respect of subscription to the Services at <http://www.ikhlas.com.bn>
- "Intellectual Property Rights" means all patents, unpatented inventions, design rights, copyrights (including, without limitation, rights in computer software), rights in databases, trade marks, trade names, rights in trade secrets, know-how and all other intellectual property rights of any nature whatsoever, and all rights of a similar nature or having similar effect, throughout the world whether registered or unregistered and including all applications and rights to apply for any of the same;
- "Service" means the Service to be provided to the Customer by BAG.

1.2 All references to clauses are, unless otherwise expressly stated, references to the clauses of this Agreement.

1.3 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

1.4 References to statutory provisions shall be construed as references to those provisions as amended, consolidated, extended or re-enacted from time to time.

1.5 The singular shall include the plural and vice-versa, references to persons shall include natural, body corporate and statutory bodies and unincorporated association, societies, partnerships and business names.

### 2. SERVICE

2.1 In consideration of the performance by the Subscriber of all of its obligations set out in this Agreement, BAG agrees to provide the Service to the Subscriber subject to and in accordance with the terms of this Agreement.

2.2 BAG agrees to use reasonable skill and care in the provision of the Service.

### 3. TERM

3.1 This Agreement shall take effect on the Effective Date and (subject to clauses 6.5, 8 and 15.3 below) shall continue unless and until terminated by the Subscriber. The Subscriber shall be deemed to have terminated the agreement if he/she does not elect to subscribe to the service at the end of the Trial Period. The Subscriber shall be deemed to have terminated this agreement if they cancel their subscription to the Service or fail to pay for a renewal. BAG may terminate this agreement at any time by giving the Customer not less than two (2) work weeks prior notice by email.

### 4. SUBSCRIBER'S OBLIGATIONS

4.1 The Subscriber hereby undertakes to and agrees with BAG that the Subscriber shall:

4.1.1 comply with any and all instructions provided to the Subscriber by BAG relating to the Service;

4.1.2 not use the Service for any immoral or illegal purpose;

4.1.3 to make available free of charge to BAG such accurate information, documentation, data and programs and such other assistance as BAG may reasonably require to enable the Services to be carried out;

4.1.4 procure that its officers and employees co-operate with BAG, its agents and sub-contractors in carrying out the Services; and

4.1.5 be responsible for any and all applicable sales, use, excise, value added or other taxes and duties and any other fees, charges or payments payable to any governmental or regulatory authority, body or organisation incurred as a result of or in connection with the use by the Subscriber of the Service.

### 5. PRICING AND PAYMENT

5.1 In consideration of the supply of the Service, the Subscriber agrees to pay BAG the Fee. Unless otherwise expressly stated, all prices are inclusive of tax. All new taxes imposed on and payable by BAG by reason of this Agreement shall be for the account of the Subscriber and the Subscriber hereby agrees to pay all such additional charges which shall form part of the Fee.

5.2 The Subscriber shall pay to BAG the Fee for the Service two months in advance. The first Fee payment shall be made on the Effective Date and each subsequent payment shall be made on the same day of each subsequent month which corresponds to the day on which the first payment was made. If in any such month there is no such corresponding day then the payment shall be made on the last day of the relevant month. BAG shall send a receipted invoice to the Customer upon receipt by BAG of the relevant payment. BAG reserves the right to send receipts to the Subscriber by electronic means only.

5.3 Without prejudice to any other right or remedy it may have, BAG reserves the right to set off any amount owing to it at any time from the Subscriber against any amount payable by BAG to the Subscriber under or in connection with this Agreement.

5.4 If the Subscriber fails to pay any amount payable by it under this Agreement then access to the Service will be severely restricted until payment is made.

5.5 No refund of any subscription fees shall be given under any circumstances.

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## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 The Subscriber acknowledges and agrees that all Intellectual Property Rights existing or arising in any materials, know-how, specifications, inventions, processes, data or information supplied by BAG under or in connection with this Agreement shall at all times belong to and remain vested in BAG or its licensors and, save as expressly provided hereunder, no proprietary rights or any other rights whatsoever are assigned, granted or otherwise pass to the Subscriber. The Subscriber undertakes not to take any action which might invalidate the title of BAG or its licensors to the Intellectual Property Rights mentioned aforesaid. Any goodwill arising from the use of such rights shall accrue to BAG and its relevant licensors.

6.2 As and when required by BAG, the Subscriber hereby agrees to do all such things and execute all such documents as may be required for absolutely vesting BAG and/or its relevant licensors' full right, title and interest in and to the Intellectual Property Rights referred to in clause 6.1.

6.3 The Subscriber acknowledges that civil and criminal penalties may be incurred in the event of any infringement of any Intellectual Property Rights referred to in clause 6.1, and that any such infringement by the Subscriber may result in incalculable damage and/or loss to BAG and/or its licensors, and accordingly, the Subscriber agrees that, in addition to any other right or remedy of BAG, BAG and/or its licensors shall be entitled to immediate injunctive relief to restrain any actual or anticipated infringement thereof and the Subscriber undertakes to indemnify BAG in full against all losses, damages, costs, expenses and liabilities (including loss of profit) which may be incurred by BAG and/or its licensors by reason of any such infringement by the Customer.

6.4 Save as provided in clause 6.5, BAG shall indemnify the Subscriber against any claim (including, without limitation, any losses and liabilities arising out of such claim but excluding any indirect, special or consequential loss or loss of profits, revenue or goodwill) that the Customer's use of the Service in accordance with this Agreement infringes the Intellectual Property Rights of any third party, conditional upon the Subscriber :

6.4.1 promptly notifying BAG in writing of any such claim and not making any admissions of liability or settling any such claim without BAG's prior written consent;

6.4.2 allowing BAG at BAG's request and expense sole conduct of all negotiations and litigation resulting from any such claim ; and

6.4.3 at the request and expense of BAG, giving all reasonable assistance with such negotiations or litigation.

The foregoing states BAG's entire liability to the Subscriber in respect of the infringement of the Intellectual Property Rights of any third party.

6.5 If any claim is made as described in clause 6.4 based on the Subscriber's use of the Service other than in accordance with this Agreement, BAG shall not be responsible and shall be entitled (a) to require the Subscriber to cease using the Service until otherwise notified by BAG via email or in writing, and/or (b) to terminate this Agreement immediately by written notice and/or (c) to require the Subscriber to indemnify BAG against any consequential claim which may be brought against BAG.

6.6 The Subscriber undertakes to notify BAG promptly of any infringement of the Intellectual Property Rights referred to in clause 6.1 above of which the Subscriber is or becomes aware and to render to BAG and/or BAG's relevant licensors all reasonable assistance in relation to any action, suit or proceeding taken by BAG and/or its relevant licensors in respect of such infringement. Subject to the foregoing, the Subscriber shall not be entitled to take any steps or proceedings in relation to any infringement by any person of such Intellectual Property Rights without the prior written consent of BAG.

## **7. PROHIBITIONS**

The Subscriber shall not:

7.1 modify or alter the whole or any part of the Software nor merge any part of it with another Software nor separate any components of the Software from the Software nor, save to the extent and in the circumstances permitted by law, create derivative works from, or, reverse engineer, decompile, disassemble or otherwise derive source code from the Software or attempt to do any of these things

7.2 copy the Software, including but not limited to, graphics, image, script or code for a purpose other than the normal licensed use of the Software.

7.3 assign rent, transfer, sell, disclose, deal in, make available or grant any rights in the Software in any form to any person without the prior written consent of BAG

7.4 remove alter, obscure, interfere with or add to any proprietary notices, labels, trademarks, names or marks on, annexed to, or contained within the Software

7.5 use the Software in any manner that infringes the intellectual property or other rights of BAG, KashFlow or any other party

7.6 use the Software to provide on-line or other database services to any other person, except to allow access by permitted officers, employees or agents of the Subscriber; or

7.7 use the Software in a manner that may bring the Software, KashFlow or BAG into disrepute.

## **8. TERMINATION**

8.1 Without prejudice to its other rights and remedies, either party may, by written notice to the other, terminate this Agreement with immediate effect if the other party:

8.1.1 commits a material breach of this Agreement and shall, in the case of any remediable breach, fail to remedy the same within 14 days of receipt of a written notice from the non-breaching party requiring such remedy; or

8.1.2 is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986 of the United Kingdom), commits an act of bankruptcy, or otherwise becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the other party's assets or the other party enters into or proposes any composition or arrangement with its creditors generally, allows a liquidated judgement made against it not to be fully satisfied or settled for 7 days after the expiry of any appeal for it if not appeal against it, or anything analogous to the foregoing occurs in any applicable jurisdiction or if it ceases to trade or threatens to cease to trade.

8.2 For the avoidance of doubt, failure by the Subscriber to pay any prices to BAG in full in cleared funds by the due date shall constitute a material breach of this Agreement. Failure by the Subscriber to pay the prices to BAG in cleared funds by the due date on more than two occasions shall entitle BAG to terminate this Agreement forthwith on giving written notice (in writing or via email) to the Subscriber.

8.3 Upon termination of this Agreement, BAG shall cease to make the Service available to the Subscriber.

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8.4 BAG shall at any time without incurring any liability be entitled to terminate the Service or to temporarily suspend the Service if BAG reasonably considers that such action is necessary to comply with any governmental, legal or other regulatory requirement or request (whether or not having the force of law).

8.5 All clauses intended by their nature to survive termination including clauses 11 and 13 shall survive the termination of this Agreement.

8.6 Upon termination of this Agreement for any reason, the Subscriber shall promptly return (or at BAG's request destroy) all copies in any form (including in any human or machine readable form) of any materials relating to this Agreement which have been provided to the Subscriber by BAG which are in the possession, custody or control of the Subscriber or its officers, employees or agents.

8.7 Upon termination of this Agreement for any reason, unless otherwise provided herein this Agreement to the contrary, without prejudice to parties rights against the other for antecedent breached under this Agreement, neither party shall have any claim against the other for any loss and damage whatsoever arising from the termination of this Agreement.

**9. LIMITED WARRANTY AND DISCLAIMER**

9.1 BAG makes NO warranty that at any time the Software and the servers it is hosted on, under normal use, be free from any defects, including but not limited to, any periods of inactivity, slow performance, bugs, viruses, worms or any defect that prevent the Subscriber from any access or use of the Software;

9.2 BAG makes NO warranty that at any time the Software will be accessible by any internet browser (or any particular version) on any internet or network connection;

9.3 BAG's entire liability and the Subscriber's exclusive remedy under this warranty will be, at BAG's option, to use reasonable commercial efforts to attempt to correct or work around errors;

9.4 Subject to the Subscriber having paid for all subscriptions to the Software in full and upon termination of any access accounts of the Software, BAG may, at its absolute and final discretion, refund any subscriptions;

9.5 This Limited Warranty shall not apply if failure of the Software has resulted from accident, abuse, misuse or misapplication, howsoever caused. Outside Negara Brunei Darussalam, neither these remedies nor any software support services offered by BAG are available unless explicitly agreed and authorised by BAG. The Software is licensed on an "as is" basis without any warranty of any nature.

**10. WARRANTIES**

10.1 BAG warrants that it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

10.2 BAG does not warrant that the Service will meet the Subscriber's requirements nor that, in the case of internet-based Services, the operation of the Service will be error-free or uninterrupted.

10.3 Except for the above express limited warranty, all warranties conditions, terms and duties either expressed or implied by law and relating to merchantability, quality, fitness and/or non-infringement with regard to the Software and the provision of or failure to provide support services are excluded to the fullest extent permitted by law. A Subscriber shall be solely responsible for the selection, use, efficiency and suitability of the Software and BAG shall have no liability therefor.

10.4 The Subscriber warrants that:

10.4.1 it shall comply with all applicable laws and regulations relating to the Service and with all applicable rules, regulations and guidelines (whether or not having the force of law) of any regulatory organisations or bodies of which it is a member or by which it is bound;

10.4.2 it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

10.5 Save as expressly set out in this Agreement, all conditions, representations, warranties, undertakings or terms whether express or implied, statutory or otherwise, including in particular any implied warranty of satisfactory quality or fitness for any particular purpose or use are excluded from this Agreement to the fullest extent permitted by law.

10.6 Nothing in this License Agreement shall exclude or limit any statutory rights which cannot be excluded or limited due to a Subscriber acting as a consumer. Any provisions which would be void under any legislation shall to that extent have no force or effect.

**11 LIABILITY AND INDEMNITY**

11.1 Save in respect of liability for death or personal injury arising as a result of BAG's negligence, the total aggregate of BAG's liability howsoever arising under or in connection with this Agreement, whether in respect of a single occurrence or a series of occurrences, shall not exceed in any year the sum of the Fees payable by the Subscriber in respect of that year. For the avoidance of doubt a "year" is a period of twelve (12) months from the Effective Date and thereafter each subsequent period of twelve (12) months from anniversary of the Effective Date during the term of this Agreement.

11.2 The Subscriber acknowledges that in some instances the Service is Internet based. Owing to the nature of the Internet and its interconnected systems, problems such as, but not constrained to, outages, link failures, power difficulties, telephone outages, network overload etc. may have an adverse affect on the Service. While BAG will generally strive to mitigate, if possible, the negative effect of such problems, BAG will in no way be held liable in any manner for loss(es) suffered as a result of any such problems.

11.3 Save in respect of liability for death or personal injury arising as a result of BAG negligence, BAG shall not be liable to the Subscriber for any loss of profits or goodwill or any other type of special, indirect or consequential loss or revenue of any nature whatsoever (including loss or damages suffered as a result of an action brought by a third party) whether arising from negligence, breach of contract or otherwise, even if such loss was reasonably foreseeable or BAG had been advised of the possibility of the Subscriber incurring the same, and such liability is hereby excluded to the fullest extent permitted by law.

11.4 In no event will BAG or its suppliers (including Data Centre, Internet Service Provider and Web Host) be liable for loss and/or corruption of data, loss of profits, damage to goodwill, cost of cover, any pure economic, special, incidental, punitive, exemplary, consequential or indirect damages or losses and/or any business interruption, loss of business, loss of contracts, loss of opportunity and/or loss of production arising from or in connection with the use of the Software, howsoever caused.

11.5 Each limitation will apply even if BAG or its authorised distributor or agent has been advised of the possibility of such damage and shall be deemed to be repeated and apply as a separate provision for each of liability in contract, tort, breach of a statutory duty, breach of common law and/or under any other legal basis.

11.6 In no event will BAG's liability exceed the amount a Subscriber paid for the access and use of the Software. The Subscriber acknowledges that these limitations are necessary to allow BAG to provide the Software at its current prices. If modification to these limitations is required BAG will agree appropriate amendment for payment of a higher than current price for the Software.

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11.7 The Subscriber hereby undertakes and agrees to indemnify BAG and keep it fully indemnified from and against any costs, losses, damages, expenses and/or liabilities (including without limitation any legal fees and expenses) which may be suffered or incurred by BAG arising out of or in connection with (i) any claims, proceedings, demands or actions by third parties arising out of or in connection with BAG's supply of and/or the Subscriber's use of the Service and/or any breach of the Subscriber's undertakings or obligations set out in this Agreement, and/or (ii) any breach by the Subscriber of its obligations under this Agreement, and/or (iii) the Subscriber's negligence or wilful misconduct.

11.8 The Subscriber agrees that all the limitations and exclusions of liability in favour of BAG in this Agreement are reasonable in the circumstances under which the Service is to be performed.

11.9 The Subscriber confirms that neither BAG nor any of its representatives has made any claims or representations of guaranteed or anticipated profits that may result from the use of the Service and BAG expressly disclaims liability for any profit, cash flow or other similar financial projections which may have been provided to the Subscriber.

**12. UPGRADE and MAINTENANCE**

12.1. BAG is under no obligation to undertake any upgrade at any particular time and any upgrade is at the discretion of BAG.

12.2. BAG will endeavour to undertake any maintenance to the Software within a reasonable time and BAG makes no guarantee any maintenance will be carried out within a specified time or within any duration.

12.3. BAG will procure the carrying out of any upgrading or maintenance with the minimum disruption as possible. BAG will not accept any liability for any loss howsoever caused during any period of upgrade and maintenance and the Subscriber further acknowledge that Clause 11.4 shall apply.

**13. CONFIDENTIALITY**

13.1 Neither party shall disclose or communicate to any person (other than as permitted by this Agreement or with the prior written consent of the other party) any information in whatever form relating to the other party or its affairs, business, clients or property (the "Confidential Information") irrespective of whether such information is marked as confidential, of which it may become aware during the term of this Agreement and it shall use its reasonable endeavors to prevent the unauthorised publication or disclosure of any Confidential Information and shall treat the other party's Confidential Information as secret and proprietary.

13.2 The provisions of this clause 13 shall survive the termination of this Agreement but the restrictions in clause 13.1 shall not prevent the party receiving the Confidential Information ("the Receiving Party") from divulging any part of the Confidential Information:

13.2.1 to such of its employees as strictly need to receive and consider the Confidential Information in connection with the provision of the Service, provided that it shall procure that each such "need to know" employee having access to the Confidential Information is made aware of the obligations of secrecy attached thereto and shall procure that any of its employees to whom disclosure of the Confidential Information is made shall adhere to the terms of this Agreement as if it were a party thereto;

13.2.2 to the extent necessary to enable it to exercise any rights or obligations expressly granted to it by this Agreement;

13.2.3 to its auditors, and any other persons or bodies having a right, duty or obligation to know the business of the Receiving Party and then only in pursuance of such right, duty or obligation;

13.2.2 to the extent that it is obliged to divulge such Confidential Information by any laws or regulations, taxation authority or by any recognised stock exchange or by any order of a court of competent jurisdiction or in the course of any legal proceedings provided that in such circumstances the Receiving Party shall have, so far as it is legally able to do so, immediately notified the disclosing party of its obligation to disclose to enable the disclosing party to seek appropriate means to prevent the disclosure or waive compliance with this clause 11 and taken such steps as the disclosing party may reasonably require for that purpose.

13.3 The Receiving Party undertakes to ensure that the persons and bodies mentioned in clause 13.2 are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other party.

13.4 The restrictions in clause 13.1 shall not apply to Confidential Information:

13.4.1 which at the time of acquisition by the Receiving Party is already in the possession of the Receiving Party and at its free disposal, or in the public domain;

13.4.2 which enters the public domain at any time hereafter through no fault of the Receiving Party;

13.4.3 which is acquired by the Receiving Party in good faith from third party sources unconnected with and owing no duty of confidentiality to BAG; or

13.4.4 which is acquired by the Recipient through its own independent research.

13.5 The Receiving Party shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom the Receiving Party divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

13.6 The Receiving Party hereby irrevocably and unconditionally indemnifies and shall hold fully indemnified the other party from and against any and all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses suffered or incurred by the other party of whatsoever nature arising out of or in connection with any breach of this clause 13 by the Receiving Party.

**14. CUSTOMER'S TRADE MARKS**

14.1 Subject to clauses 14.2 and 14.3 below, neither party may use the other's logo, name and/or trade marks without the other party's prior written consent.

14.2 The Subscriber agrees that BAG may use the Subscriber's logo, name and trade marks in connection with BAG's advertising and marketing materials but only in accordance with clause 14.3 below.

14.3 BAG shall submit all advertising and marketing materials which incorporate the Subscriber's logo, name and/or trade marks to the Subscriber before publication. The Subscriber shall have a period of seven (7) business days commencing on the date on which BAG sends the materials in which to notify BAG as to whether the Subscriber approves or disapproves the materials, such approval not to be unreasonably withheld or delayed. If the Subscriber does not communicate its approval or disapproval to BAG within such seven day period, the Subscriber shall be deemed to have approved the materials.

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**15. FORCE MAJEURE**

15.1 BAG shall not be liable to the Subscriber for any breach or non-performance of its obligations under this Agreement resulting from causes beyond its reasonable control (an "Event of Force Majeure") including, but not limited to, Acts of God, governmental act, war, fire, drought, failure of power supply, lock out, strike, explosion, accident, civil commotion, refusal of any licence by any telecommunications body, impossibility or delay in obtaining materials or telephone lines.

15.2 BAG agrees to notify the Subscriber immediately upon becoming aware of an Event of Force Majeure and to use all reasonable endeavors to overcome the circumstances affecting its performance and fulfil all outstanding obligations as soon as practicable.

15.3 Either party may terminate this Agreement if BAG is prevented from performing its obligations because of an Event of Force Majeure for more than thirty (30) consecutive days.

**16. ASSIGNMENT**

16.1 The Subscriber shall not, without the prior written consent of BAG, sub-licence, assign or otherwise transfer or dispose of all or any part of its rights or obligations under this Agreement.

16.2 BAG shall be entitled to delegate or sub-contract the performance of all or any part of its obligations under or in connection with this Agreement to any third parties.

**17. SEVERABILITY**

17.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: -

17.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

17.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

**18. WAIVER**

No delay, omission or forbearance by either party to exercise or enforce any right, power or remedy arising under or in connection with this Agreement shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or other remedy.

**19. DATA PROTECTION**

The Subscriber consents to BAG using their personal information in accordance with BAG's Ikhlas Privacy Policy.

**20. NOTICES**

All notices shall be made in writing and sent by recorded post, by facsimile, e-mail or delivered by hand to, in the case of BAG, the address set out at the beginning of this Agreement and, in the case of the Subscriber, to the address notified to BAG by the Subscriber (or to such other address as each party may from time to time notify in writing to the other party). Any notice served by facsimile or e-mail shall be deemed served at the time of transmission provided the sender can show satisfactory transmission and posts a hard copy of the notice within 48 hours of service provided that if any such notice would otherwise be deemed to be served outside working hours, such notice shall be deemed to be served at the start of working hours on the next business day. Any notice served by post shall be deemed served two business days after the date of posting and any notice delivered by hand, upon delivery.

**21. MISCELLANEOUS**

21.1 This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and undertakings between the parties relating to such subject matter. The Subscriber acknowledges that by entering into this Agreement it has not relied on any representations, promises or warranties (written or oral) which are not expressly set out in this Agreement and accordingly, any implied conditions, representations, warranties or other terms are, save as to fraud, hereby excluded to the fullest extent permitted by law.

21.2 It is acknowledged and agreed by both parties that neither the entry into nor the performance of the terms of this Agreement constitutes or shall constitute a partnership or joint venture between the parties.

21.3 Nothing in this Agreement shall be deemed or construed to constitute either party or any of its officers or employees, the agent or the legal representative of the other party for any reason whatsoever except only as and to the extent specifically stated in this Agreement and, except as so stated, neither party is hereby granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other party or to bind the other party in any manner whatsoever.

**22. THIRD PARTY RIGHTS**

22.1 No person other than the parties to this Agreement shall have any rights to enforce any provision of this Agreement.

**23. LAW**

23.1 This Agreement shall be governed by and construed in accordance with Brunei law and the parties hereto agree to submit to the exclusive jurisdiction of the Brunei courts.

|                                  |  |                    |
|----------------------------------|--|--------------------|
|                                  |  |                    |
| <i>Client signature</i>          |  | <i>Date</i>        |
| <i>(For office use only)</i>     | <i>(For office use only)</i><br><i>Company representative: _____</i> | <i>Date: _____</i> |
| <i>COMPANY STAMP OF APPROVAL</i> |  |                    |