

**ASTRO RADIO SDN BHD STANDARD TERMS AND CONDITIONS  
FOR PROVISIONING OF SERVICES  
("STANDARD TERMS")**

Dated: 5 March 2014

**1. Client's Agreement with Astro Radio**

This Standard Terms will be deemed an integral part hereof for all purposes, apply to a variety of Services offered by Astro Radio and shall govern the relationship of the Parties. This Standard Terms together with the Proposal and the Booking Confirmation Order shall embody the entire agreement of the Parties in relation to the Services and supersedes all prior understandings, communications and representations between the Parties, whether oral or written.

In the event of conflict in the Agreement, the following documents will be given the following order of priority :-

- (1) The Booking Confirmation Order
- (2) The Standard Terms
- (3) The Proposal

Astro Radio may make changes to this Standard Terms from time to time and will upload the revised Standard Terms on the website: [www.astroradio.com.my](http://www.astroradio.com.my). Client is advised to check the website for the latest updated version on a regular basis.

**2. Definitions and Interpretations**

**2.1 Definitions**

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

**"Accredited Clients"** means client affiliated with The Association of Accredited Advertising Agents Malaysia (4As) or such client who is qualified for the accreditation arrangement with Astro Radio (as it deems fit).

**"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, pictures, images, audio or video in the format acceptable by Astro Radio for the Services.

**"Affiliate"** means any person or entity controlling, controlled by, or under common control with either the Client or Astro Radio, 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 its equivalent) of a company.

**"Agreement"** means (1) the Proposal, (2) the Booking Confirmation Order and (3) this Standard Terms between Astro and the Client in respect of the Services.

**"Application"** means a software application owned and/or managed/operated by the Astro Radio 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 different distribution platform whether known now or in the future.

**"Astro Radio"** means Astro Radio Sdn. Bhd. (Company No. 403472-D), a company duly incorporated in Malaysia.

**"Business Day"** means a day other than Saturday, Sunday or a federal public holiday in Kuala Lumpur, Malaysia.

**"Booking Confirmation Order"** means the computer generated booking confirmation (error and omission excepted) issued by Astro Radio listing the confirmed date and time where Services will be performed. Client acknowledges that the Transmission Date stated in the Booking Confirmation Order is subject to changes in accordance with Clause 3.2.

**"Client"** means a direct advertiser, a person, entity, firm, company, advertising agency and/or Accredited Clients who places a booking, or enters into an Agreement with Astro Radio for the Services.

**"Device"** means any consumer electronic device, including without limitation personal computers, mobile phones, tablets, portable media players, smart TV, mobile gaming consoles and/or any device whether known now or in the future.

**"Fees"** shall collectively means the Rates, fees, charges, costs and expenses payable by Client for the Services.

**"Intellectual Property" or "Intellectual Property Rights"** means any and all vested, contingent and future intellectual property rights of whatever nature including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, design rights and all similar property rights in any part of the world including those subsisting in inventions, concept, drawings, designs, computer programs, confidential information, goodwill and applications for protection of any of the above rights and all accrued rights of action and all other rights of whatever nature in relation to all media and throughout the world by virtue of or pursuant to any of the laws in force in each and every part of the world.

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**"Media Order"** means the final agreed media order issued by advertising agency to Astro Radio proposing the dates, times and/or Fees for the Services, which are subject to changes and confirmation as stated in the Booking Confirmation Order.

**"Party"** means either Astro Radio or Client, individually.

**"Parties"** means collectively Astro Radio and Client.

**"Product"** means any product or goods provided by the Client for purposes such as promotional activity, sampling, distribution to public, contest prize, commercial, advertisement etc.

**"Proposal"** means (a) the final agreed proposal by Astro Radio for the provision of Services (with the list of the scope of services to be provided); (b) Proposed Media Schedule; and (c) Media Order.

**"Proposed Media Schedule"** means the final agreed media schedule stating the proposed dates, times and/or Fees payable for provision of Services, which are subject to changes and confirmation as stated in the Booking Confirmation Order.

**"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 the 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 Astro Radio from time to time.

**"Radio Stations"** means the FM commercial radio broadcasting stations which are managed by Astro Radio and broadcasting within Malaysia including but not limited to "hitz.fm", "Mix FM", "MY FM", "ERA", "LiteFM", "103", "SINAR FM", Melody and "THR".

**"Rates"** means the rates for the Services or any part of it as set out in the Rate Card issued by Astro Radio as may be amended from time to time.

**"Rate Card"** means the list containing the Rates and descriptions for various advertisement placement options.

**"Services"** means the agreed services to be provided by Astro Radio which may include On-Air transmission services, Online services and/or On-Ground services such as (but not limited to) advertisement services, spot buy, run of station, local insertion unit, brand presence, sponsorship, promotional activities, production, campaign, contest and events.

**"Territory"** means Malaysia.

**"Transmission Date"** means the date and time of transmission of Services on On-Air.

**"Website(s)"** means all websites operated and/or managed by Astro Radio.

## 2.2 Interpretations

In this Standard Terms, unless there is something in the subject or context inconsistent with such construction, or unless it is otherwise expressly provided:-

- (a) words denoting the masculine gender shall include the feminine or neuter gender and vice versa;
- (b) words denoting singular number shall include the plural number and vice versa;
- (c) the headings of this Standard Terms are inserted for convenience only and are to be ignored in construing the provisions of this Agreement;
- (d) references to Clauses, Schedules, Annexes, Appendices, Exhibits, are unless stated otherwise, reference to Clauses, Schedules, Annexes, Appendices, Exhibits of this Agreement;
- (e) references to any statute, rule, regulation, order, directive shall be construed as references to such statute, rule, regulation, order or directive as respectively amended or re-enacted or as their operation is modified by any other statute, rule, regulation, order or directive;
- (f) all references to Astro Radio shall include its successors in title and assigns. All references to the Client shall include its successors in title and assigns; and
- (g) no rule of construction or interpretation of contracts shall apply to the disadvantage of Astro Radio for the reason that the it is responsible for the preparation of this Agreement or any part of it.

## 3. Services

3.1 Astro Radio shall not have any obligation to provide any Services if Client fails to comply with the terms and conditions of the Agreement.

3.2 Astro Radio reserves the right, in its absolute discretion to do the followings (without prior consent from Client or without being liable to the Client or any other party for any reason whatsoever) :-

- (a) reschedule the Transmission Date if conflicts arise between products and programmes including programme content or as a result of bookings for sponsorship;
- (b) reschedule the Transmission Date to give precedence to broadcast of any priority matter

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- including but not limited to government announcements or for broadcast of live programmes;
- (c) reschedule to pre-empt any other airtime booked for the Services; or
- (c) reschedule the Transmission Date in the manner as Astro Radio deem fit.
- 3.3 All dates and times of transmission or provision of the Services shall be recorded in a transmission log or reports or files maintained by Astro Radio ("Record"). The contents of this Record 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 or provision of the Services.
- 3.4 All programme content on the Radio Stations and the time of transmission of such programmes shall be entirely within the sole discretion of Astro Radio and Astro Radio 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.
- 3.5 If any Services include a contest, event or program on which Astro Radio may be liable thereunder, the Client agrees that the terms and conditions for such contest, event or program shall be governed by Astro Radio's standard terms and conditions for such contest, event or program.
- 4. Advertisement Material**
- 4.1 All Advertisement Material shall comply with the requirements set forth by Astro Radio. If, (1) any Advertisement Material fails to adhere strictly to the law, by-laws, regulations, guidelines, rules, policy, instructions, notices and/or directions issued by Astro Radio and/or any appropriate body, licensor, authority, from time to time; or (2) Astro Radio otherwise in its sole discretion deems such Advertisement Material to be unfit or inappropriate, Astro Radio may at its own discretion, without liability: (a) refuse or decline to provide such Services until such Advertisement Material complies with such requirements; (b) 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; (c) fade, edit or cut the Advertisement Material or any part thereof to ensure compliance; or (d) request Client to resubmit such Advertising Material and Astro Radio shall not be liable for any error or accidental misuse of such Advertising Material.
- 4.2 Advertisement Material shall be clearly labeled and marked, where applicable, with (a) name of Client, (b) name of advertising agency, (c) name of advertiser, (c) brand name of product, (d) description of Client's product and (d) commercial title.
- 4.3 Astro Radio shall store the Advertisement Material for up to fourteen (14) days from the last date when the Services has been rendered. Client must collect the Advertisement Material within that period; failing which, Astro Radio may at its sole discretion, without liability destroy such Advertisement Material without further notice to the Client.
- 4.4 Astro Radio shall not be held liable for any loss and/or damage howsoever caused to the Advertisement Material or Product.
- 4.5 Recorded audio shall be clearly labeled and marked with (a) audio track designations and language of the audio track (b) duration of the audio track, (c) date of recording, (d) particulars of producer and/or production house.
- 4.6 Client shall bear all cost and expenses including but not limited to production cost and translation fee.
- 4.7 On-Air/ Online/On-Ground.
- (a) If script is provided by Client, such script must first be delivered to and approved by Astro Radio. Where Astro Radio deems fit, it has the right to amend and alter the script. Upon such approval, Astro Radio will return the script to Client for recording. Such recorded audio must be delivered to Astro Radio at least one (1) Business Day before the Transmission Date or provisioning of Services. Where Astro Radio re-record and/or edit such Advertisement Material for Client, Client shall bear all costs, charges and expenses for such rerecord/ or editing work. Recorded audio material shall be in the form of:-
- If Audio CD - 44100hz , 16 bit Stereo;
  - If Wave - 44100hz , 16 bit Stereo;
  - If MP3 - 256kbps or 320kbps Stereo.
- If format provided by Client is not in conformity with the above, Astro Radio may correct, dub, re-format such Advertisement Material and in such case, Client shall bear all costs, charges and expenses incurred in such correction, dubbing and/or reformatting.
- (b) If script is to be prepared by Astro Radio for Client, detailed information must be provided by Client at least seven (7) days before the Transmission Date or provisioning of Service. Astro Radio will then prepare a draft script for Client's approval. During this period,

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Astro Radio may propose voice talents and the cost involve and the production recording date.

Client shall approve, amend, and/or reject such script within twenty-four (24) hours from the date the script was given to Client. If Astro Radio fails to receive the final approval of the script within twenty-four (24) hours, Astro Radio will not confirm the booking of studio for recording. If Client approves the draft script, Client must duly sign and stamp with its company chop on the approved script and fax/email it back to Astro Radio. If Client wants a new concept, Client acknowledges and agrees that Astro Radio may not be able to produce/record such script for transmission On-Air on the first Transmission Date and such Transmission Date will change accordingly or may not be able to produce/record such scrip in time for the provisioning of Services.

During recording session of the approved script, Client must be present at least 15 minutes before the recording. Recording must be done within allocated time and Astro Radio does not warrant that studio will be available at any point of time. Such presence is required to give immediate and final approval on any of the following: -

- voice direction;
- voice pronunciation;
- music & sound effects; and/or
- final mix.

Changes shall not be made after completion of the commercial production. Client acknowledges and understands that any changes required after completion of commercial production (a) shall incur additional any and all type of charges payable by Client, (b) Astro Radio will not be able to re-record such commercial and will affect the Transmission Date whereupon Client shall continue to pay for the Fee for each and every affected Transmission Date or may affect the provision of Services.

#### 4.8 Online.

Client shall comply with the following requirements when submitting the online material:-

- (a) Specification for images and logos:-
  - Adobe Photoshop (\*.psd),
  - Adobe illustrator (\*.ai),
  - JPEG (\*.jpg), and/or
  - GIF (\*.gif).
- (b) Specification for flash files:-
  - .fla (creation template) and

- .swf (flash file).

(c) Specification for audio file:-

- .wav,
- .mp3, or
- .asf.

(d) Specification for video files:-

- .avi,
- .mpg, or
- Quicktime(.mov)
- .mp4

(e) Specification for digital banner:-

- Please check the current specification from our personnel or visit our corporate Website at [www.astroradio.com.my](http://www.astroradio.com.my).

#### 4.9 On-Ground

Client shall comply with the following requirements when submitting the on-ground material:-

(a) Specification for text document:-

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

(b) Specification for images and logos:-

- Adobe Photoshop (\*.psd),
- Adobe illustrator (\*.ai) with a version CS3 above,
- JPEG (\*.jpg),
- PNG, and/or
- GIF (\*.gif).

(c) Specification for flash files:-

- .fla (creation template) and
- .swf (flash file).

(d) Specification for audio file:-

- .wav,
- .mp3, or
- .asf.

(e) Specification for video files:-

- .avi,
- .mpg, or
- Quicktime(.mov)
- .mp4

#### 5. Rejection of Client's Product

5.1 Astro Radio shall have the absolute discretion, without liability, for any reason whatsoever to reject any Product proposed to be used or delivered by Client to Astro Radio.

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**6. Suspension of Services**

6.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, ASTRO RADIO MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, SUSPEND, PRE-EMPT, INTERRUPT THE PROVISION OF SERVICES OR OTHERWISE TERMINATE THE AGREEMENT, WITHOUT LIABILITY, IF ANY ONE OF THE FOLLOWING EVENTS OCCUR:-

- (a) CLIENT BREACHES ANY OF THE TERMS AND CONDITIONS OF THE AGREEMENT;
- (b) THE ADVERTISING MATERIAL FAILS TO COMPLY TO ANY INSTRUCTIONS GIVEN BY ASTRO RADIO;
- (c) IT IS IN ASTRO RADIO'S OPINION THAT THE PROVISION OF SERVICES IS OR MAY BE IN VIOLATION OF ANY ACTS, STATUTES OR LAWS, POLICY, RULES AND/OR REGULATIONS, AND/OR ORDER INSTRUCTIONS, NOTICES, AND/OR DIRECTIVES IMPOSED/ISSUED BY THE APPROPRIATE AUTHORITY;
- (d) IT IS IN ASTRO RADIO'S OPINION THAT THE PROVISION OF SERVICES IS OR MAY BREACH THE INTELLECTUAL PROPERTY RIGHTS OR ALLEGED RIGHTS OF A THIRD PARTY;
- (e) THE PROVISION OF SERVICES MAY RESULT IN OR POTENTIALLY RESULT IN ANY CLAIM, CHARGE, INVESTIGATION, ACTION, SUIT OR PROCEEDING (WHETHER CIVIL OR CRIMINAL) ASSERTED OR INSTITUTED BY A THIRD PARTY OR GOVERNMENTAL AUTHORITY;
- (f) TECHNICAL FAILURE;
- (g) TESTING, REPAIR, ADJUSTMENT, MAINTENANCE, RECONFIGURATION OF ANY COMPONENT OR EQUIPMENT OF THE RADIO STATION OR DIGITAL PLATFORM; AND/OR
- (h) ANY OTHER REASON AS IT DEEMS FIT BY ASTRO RADIO.

6.2 Astro Radio will endeavor to resume the Services as soon as possible once the above events have been settled to the satisfaction of Astro Radio at its sole and absolute discretion. Any advance Fees paid shall not be refunded during the period of suspension.

**7. Client's Warranties, Covenants & Undertaking**

7.1 Client represents and warrants that:-

- (a) it has the full power and authority to enter into and to perform this Agreement;
- (b) the performance of the obligations and duties of this Agreement will not violate any agreement to which the Client is a party or by which it is otherwise bound;
- (c) it has and shall maintain all licenses, permits, consents, approvals and other statutory requirements (including those required by foreign or international law) applicable to carrying out Client's business, and complied with

all conditions requirements involved in the carrying of such business;

- (d) the Advertising Material provided to Astro Radio shall comply in all material respects with all applicable laws, by-laws and regulations governing the same, business carried out by Client and the provision of Services hereunder;
- (e) it has obtained and paid in full all the necessary consents, permits, approvals, licenses, from all the relevant body, authority, licensors for the use of the Advertisement Material for the provision of the Services and such Advertisement and provision of such Services shall not contravene any such consents, permits, approvals, and/or licenses; and
- (f) All information required by and furnished by Client to Astro Radio in connection with or for the purpose of any of the Services provided hereunder are correct and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and nothing herein shall imply any obligation on the part of Astro Radio to verify the accuracy and authenticity of such information.

7.2 Client hereby covenants & undertakes with ASTRO Radio as follows:-

- (a) to pay all Fees in accordance with the terms and conditions of this Agreement;
- (b) to observe perform and comply with this Agreement, law, by-laws, rules, policy, instructions, notices or directions issued by Astro Radio and/or any appropriate body, licensor, authority, from time to time;
- (c) to check with the applicable, rules, policy, this Standard Terms made available by Astro Radio from time to time and make the necessary enquiries with Astro Radio to understand and ascertain the nature of the Services subscribed or used by Client and the applicable Fee associated with the Services;
- (d) to obtain such consents, permits, approvals, licenses, from all the relevant body, authority, licensors for the use of the Advertisement Material where required or desirable and to furnish copies of the same upon request by Astro Radio;
- (e) to fully pay for all the necessary consents, permits, approvals, licenses, from all the relevant body, authority, licensors and to provide evidence of such payment upon request by Astro Radio; and
- (f) to insure and keep insured Client's Advertising Material and Product against all risks (including without limitation, fire flood, and other perils) up to the replacement value thereof and to ensure that and that all such insurance policies

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shall include a waiver by the insurer of its rights of subrogation against Astro Radio and name Astro Radio as a co-insured.

shall be entitled to appoint debt collectors, institute legal action against Client for the recovery of the outstanding Fee and/or other monies payable by Client hereunder. In the event Astro Radio shall appoint debt collectors or institute legal action against Client pursuant to the foregoing provisions, Client shall be liable to indemnify and pay all fees, costs and disbursements (including but not limited to solicitors fees and courts fees) incurred by Astro Radio in connection with such collection by such debt collector or legal action on a solicitors and client basis.

**8. Rate Structure**

8.1 Unless otherwise expressly agreed between Astro Radio and the Client, the Rates charged for the Services shall be as set out in the Rate Card, as amended from time to time at the sole discretion of Astro Radio.

**9. Cancellations**

9.1 Without prejudice to any antecedent rights of Astro Radio, Client may cancel a Booking Confirmation Order by giving prior written notice to Astro Radio. Provided Always that, any cancellation will be subjected to the following surcharge as agreed pre-estimated liquidated damages (chargeable at the sole discretion of Astro Radio):-

Cancellation before provision of Services	Surcharge of % of Fees
Not less than 30 days	10%
Within 15 to 29 days	50%
Less than 14 days	100%

9.2 The above shall not be applicable for any agreement for sponsorship, whereupon Client shall be liable to pay for the full amount of the Fees (without any deductions) to Astro Radio within seven (7) days from the date of such cancellation.

**10. Billings**

10.1 Unless otherwise agreed in writing by Astro Radio, Client shall make full payment of the Fees including service tax within fourteen (14) days from the date of receipt of an invoice from Astro Radio or before the provisioning of the Services, whichever earlier.

10.2 All amounts payable by Client under the Agreement shall be made without any deduction set-off or counterclaim except in accordance with Clause 11.

10.3 Client acknowledges and agrees that non-receipt of any invoice shall not release Client from its obligations to pay Astro Radio and it shall be Client's responsibility to request from Astro Radio for the invoice which it has not received for any given billing period.

10.4 In the event Client shall fail to pay Astro Radio the Fees due and payable or any part thereof, Astro Radio

10.5 Client hereby agrees that any dispute in relation to the quality of the Services to be provided by Astro Radio SHALL NOT BE USED as a ground or basis for the delay or non-payment of the outstanding Fee and/or other monies payable pursuant hereto.

10.6 IF CLIENT IS AN ADVERTISING AGENCY, CLIENT UNDERSTANDS AND AGREES TO THE FOLLOWING:-

- (A) YOU SHALL BE JOINTLY AND SEVERALLY LIABLE WITH YOUR PRINCIPAL/CLIENT FOR ALL PAYMENTS TO ASTRO RADIO;
- (B) ALL FEES DUE AND PAYABLE MUST BE SETTLED NOTWITHSTANDING THE FACT THAT ADVERTISING AGENCY'S PRINCIPAL/CLIENT REFUSES AND/OR NEGLECTS TO PAY THE FEES AND/OR ALL MONIES PAYABLE TO ADVERTISING AGENCY OR ACCREDITED CLIENT.

**11. Dispute on Invoice**

11.1 If Client disputes an invoice issued by Astro Radio, Client shall give to Astro Radio Seven (7) days of date of receipt thereof specifying: (a) the entry and/or the amount in dispute, (b) the reasons why such entry and/or amount is disputed; and (c) any written records or documentary evidence supporting Client's dispute.

11.2 Client hereby irrevocably agrees that in the event that Client shall fail to give Astro Radio any notice in writing disputing any of the entries specified in an invoice within Seven (7) days from the date of receipt thereof, then Client shall be deemed to have accepted the entries specified in the invoice as correct and accurate and such invoice shall be binding and conclusive evidence against Client of the correctness and accuracy of the entries specified therein and the amount due and owing by Client to Astro Radio in a court of law, save for any manifest error.

11.3 Upon receipt of a written notification disputing any invoice, the Parties shall in good faith, settle the dispute.

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11.4 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.

**12. Tax**

12.1 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, Astro Radio or otherwise howsoever, the Client shall pay to Astro Radio such additional sum so as to enable Astro Radio to receive in full the payment that would otherwise have been payable to Astro Radio.

12.2 If Goods and Services Tax or tax of similar nature ("GST") is required by law to be paid by the Client to the relevant authorities in Malaysia for the goods or services supplied hereunder, Client shall on demand pay to the Astro Radio a sum equal to the amount of such GST. In the case where GST is applicable, the Client acknowledges that any sum set out in this Agreement or otherwise payable by the Client to Astro Radio pursuant to this Agreement shall be deemed to be exclusive of any GST.

**13. Late Payment Charges**

13.1 Astro Radio shall be entitled to charge and Client shall be liable to pay Astro Radio late payment charges on all overdue Fees at the rate of 1.5% per month (or 18% per annum) with daily rests or such other rate as Astro Radio may prescribe from time to time, calculated from the day following the due date thereof to the date of actual payment by the Client of the full outstanding amount plus accrued interest.

**14. Intellectual Property Rights**

14.1 Client including its Affiliates agrees that Astro Radio and its Affiliates (collectively "Astro") is and shall remain the exclusive owner of its Intellectual Property Rights, and is protected by applicable copyright, trademark, trade secret, patent or other proprietary rights and laws.

14.2 Astro does not grant Client any right to any of its trademarks ("Astro Marks") and Astro is the worldwide owner of the Astro Marks (whether

registered or unregistered) and retains all right, title and interest in and to the Astro Marks.

14.3 Client recognizes and acknowledges the great value of the goodwill vested in the Intellectual Property Rights of Astro and has acquired a strong reputation and primary meaning in the minds of the public.

14.4 Except for any Advertising Material produced, developed or created solely by Client; all concept, artwork, drawings, designs, audios, videos and/or any other product or material in any form and format develop, produced and/or created by Astro Radio including translations and work derived from Advertising Material produced, developed or created by Client ("collectively as "Work") shall belong solely and exclusively to Astro Radio and shall not be considered as "works made for hire" unless expressly stated otherwise in the Booking Confirmation Order.

14.5 Client acknowledges and agrees that Astro Radio shall be the sole owner of all Intellectual Property Rights of the Work. If for any reason whatsoever a court of competent jurisdiction determines that the Intellectual Property Rights of the Work belong to Client, Client shall upon request of Astro Radio, immediately execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Astro Radio all rights allocated under this clause or to transfer, perfect, obtain, confirm and enforce any such rights and will cause its personnel to do the same. Client hereby irrevocably designates and appoints the Astro Radio and its duly authorised officers and agents as its agent and attorney-in-fact, to act for and on its behalf, in the event the Astro Radio is unable after reasonable efforts, to secure Client's signature on any application for patent, copyright or trademark registration or other documents regarding any legal protection, to execute and file any such application or applications or other documents and to do all other lawfully acts to register, transfer, perfect, obtain, confirm and enforce patents, copyrights or trademarks or any other legal protection with the same legal force and effect as if executed by it. Upon transfer of such right, the Astro Radio may register the intellectual property to the Work and any derivative work in the Territory and in any and all countries and jurisdictions, and take such further steps as it deems fit to provide legal

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protection to intellectual property relating to the Work.

14.6 In the event Client wishes to use any of the Work for any other purpose other than the provision of Services by Astro Radio, Client shall first obtain a written consent from Astro Radio and pay such additional Fee at a rate to be mutually agreeable between the Parties.

14.7 The Client understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use of its Intellectual Property Rights and that injunctive relief would be appropriate to prevent any actual or threatened use of such Intellectual Property Rights.

**15. Data Protection**

15.1 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.

15.2 The Client shall immediately notify Astro Radio 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 an investigation and/or action by the relevant authorities.

**16. Confidential Information**

16.1 Client acknowledges that it will have access to certain confidential information and materials of Astro Radio concerning its business, pricing, Rates, subject matter, plans, customers, technology, and products, design, know-how, concept, trade secret ("Confidential Information"). Confidential Information will include, but not limited to, Astro Radio'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 expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's solicitors, accountants and other advisors as reasonably necessary), any of Astro Radio'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.

**16.2 Exception**

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

- (a) is known to the Client prior to receipt from Astro Radio directly or indirectly from a source other than one having an obligation of confidentiality to Astro Radio;
- (b) becomes known (independently of disclosure by Astro Radio) to the Client directly or indirectly from a source other than one having an obligation of confidentiality to Astro Radio;
- (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.

**16.3 Remedies**

Notwithstanding anything to the contrary in this Agreement, in the event any breach of this Clause, Astro Radio shall be entitled to any remedies available at law and/or in equity.

**17. Indemnities by Client**

17.1 Client shall indemnify and hold Astro Radio, its Affiliates, officers, directors, employees, contractors agents and assignees (collectively "Indemnified Parties") harmless from and against any and all claims including and without limitation:-

- (a) any and all claims, demands costs, expenses, losses, liabilities or damages (including but not limited to, legal fees on a solicitor and client basis, 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 contestant, participant, any person, firm or corporation or to any property (collectively "Claims"), arising from or in connection with Astro Radio's provision of the Services under the Agreements;
- (b) 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;
- (c) any Claims by a third party relating to the failure or interruption of, or defect in, the Services provided under the Agreement;
- (d) 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;



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- (e) any Claims arising from the breach by the Client of any obligations under this Agreement;
- (f) any Claims or disputes arising from any representation that the Client makes to any third party with respect to Astro Radio or the Services;
- (g) any Claims, whether civil or criminal, which Astro Radio may suffer as a result or arising from the provision of the Services; and/or
- (h) 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, data protection laws 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 Astro Radio 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.

**18. Limitations of Liabilities and Disclaimer**

18.1 NEITHER ASTRO RADIO NOR ITS AFFILIATES SHALL IN ANY EVENT INCUR ANY LIABILITY WHATSOEVER FOR FAILURE TO PROVIDE THE SERVICE FOR ANY REASON WHATSOEVER INCLUDING BUT NOT LIMITED TO:-

- (a) AN EVENT OF FORCE MAJEURE AS PROVIDED IN CLAUSE 20.3;
- (b) DELAYS, BLACKOUTS, AND/OR ANY ERRORS IN THE PROVISION OF SERVICES OR ANY PART THEREOF;
- (c) THE LOSS OF DATA, PROGRAMMES OR INFORMATION OR CORRUPTION OF THE DATA, PROGRAMMES OR INFORMATION;
- (d) INTERFERENCE FROM OTHER COMMUNICATION SYSTEMS DURING THE PROVISION OF SERVICES WHETHER THROUGH ONLINE, ON-AIR OR ON GROUND;
- (e) INTERRUPTIONS DUE TO THE MAINTENANCE OF THE EQUIPMENT USED TO PROVIDE THE SERVICES;
- (f) 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 SERVICES, INCLUDING SUCH NON-PERFORMANCE, MALFUNCTION OR FAILURE RESULTING TO OR CONNECTED WITH THE FAILURE, DISRUPTION OR CUTS IN POWER SUPPLY; AND/OR
- (g) COMPLIANCE BY ASTRO RADIO AND/OR ITS AFFILIATES WITH LAW, BY-LAW, GUIDELINES, RULES, POLICY, COURT ORDER, INSTRUCTIONS,

NOTICES AND/OR DIRECTIONS, OR ANY NON-COMPLIANCE THEREOF WHICH MAY AFFECT THE PROVISION OF SERVICES HEREUNDER.

18.2 NOTWITHSTANDING ANYTHING CONTAINED IN THIS STANDARD TERMS OR ELSEWHERE, ASTRO RADIO SHALL NOT BE LIABLE HOWSOEVER TO CLIENT, ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR ANY PERSONS FOR ANY DEATH, PERSONAL INJURY AND/OR OTHER MISHAP SUFFERED BY CLIENT, ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES CONTESTANT, PARTICIPANT AND/OR ANY PERSONS, AND/OR FOR ANY THEFT, LOSS OR DAMAGE TO ANY OF THE ADVERTISEMENT MATERIAL, CLIENT'S PROPERTY, EQUIPMENT, PROGRAMMES OR ANY OTHER GOODS OR ANY PART THEREOF IN ANY WAY, WHETHER CAUSED BY ACTS OF GOD OR ANY ACT, OMISSION AND/OR NEGLIGENCE OF ASTRO RADIO, ITS EMPLOYEE, PERSONEL, CONTRACTORS, SERVANTS AND/OR AGENTS.

18.3 CLIENT SHALL BE RESPONSIBLE FOR ALL DEATH, PERSONAL INJURY LOSSES, MISHAPS AND/OR DAMAGES SUFFERED AND/OR SUSTAINED BY ANY OF ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR ANY PERSONS AS A RESULT OF ANY ACTS OMISSION AND/OR NEGLIGENCE OF CLIENT, ITS SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR PERSONS AND TO INDEMNIFY ASTRO RADIO AND KEEP ASTRO RADIO INDEMNIFIED AGAINST ANY CLAIMS DEMANDS ACTIONS PROCEEDINGS PROSECUTIONS LOSS DAMAGES FINE PENALTIES COSTS AND EXPENSES WHICH MAY BE MADE OR INSTITUTED BY SUCH SERVANT AGENTS CONTRACTORS, CUSTOMERS, LICENSORS, LICENSEES, INVITEES, CONTESTANT, PARTICIPANT AND/OR SUCH ANY PERSON OR AUTHORITY AGAINST OR OTHERWISE SUFFERED OR SUSTAINED BY ASTRO RADIO IN RESPECT THEREOF.

18.4 ASTRO RADIO SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OF REVENUE, LOSS OF PROFIT, CONTRACTS, CUSTOMERS, GOODWILL OR ANTICIPATED SAVINGS OR PROFITS, WASTED EXPENDITURE, BUSINESS INTERRUPTIONS OR ANY DIRECT INDIRECT CONSEQUENTIAL INCIDENTAL SPECIAL PUNITIVE OR EXEMPLARY LOSSES AND/OR DAMAGES WHATSOEVER SUFFERED INCURRED AND/OR SUSTAINED BY CLIENT DUE TO THE BREACH OF THIS AGREEMENT, SUSPENSION, EXPIRATION OR TERMINATION OF THIS AGREEMENT ACT OMISSION AND/OR NEGLIGENCE OF ASTRO RADIO, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR

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STRICT LIABILITY) OR OTHERWISE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.5 ASTRO RADIO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, IN CONNECTION WITH THIS AGREEMENT. ASTRO RADIO SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**19. Termination**

19.1 Astro Radio may terminate this Agreement at any time by giving seven (7) day notice without any cause without any liability.

19.2 Astro Radio may forthwith terminate this Agreement if :-

- (a) Client shall breach any material term or condition of this Agreement and fail to rectify and remedy such breach within fourteen (14) days from the date of its receipt of a written notice requiring it so to do;
- (b) Change of law, by-laws, regulations, guidelines, rules, policy, instructions, notices and/or directions imposed/issued by the appropriate authority;
- (c) If the circumstances under Clause 6 is prolonged and Astro Radio deems necessary in its sole discretion and opinion to terminate the Agreement;
- (d) Client shall commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
- (e) Client shall make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors; or
- (f) Client shall permit or suffer any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects.

**20. General Provisions**

20.1 Any notice, demand or other communication shall be served by either party upon the other party either by electronic email, 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.

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

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid ordinary post or by registered post, five (5) days after it was duly posted;
- (c) If by courier, 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 the Company's Legal Department at the following address:-

Head of Legal  
All Asia Broadcast Centre  
Technology Park Malaysia  
Lebuhraya Puchong Sungai-Besi  
Bukit Jalil, 57000 Kuala Lumpur

20.2 Astro Radio and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Astro Radio and Client. Neither Astro Radio nor Client have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent, except as otherwise expressly provided herein.

20.3 Astro Radio shall not be liable to the Client for any delay, failure, suspension or interference in the provision of Services caused by circumstances beyond its reasonable control such as, but not limited to labour disputes, fire, flood, other casualties, weather or natural disaster, damage to facilities, breakdown in equipment, communication link failure, commercial power failure, war, civil disturbance, order of a government ministry or department or public authority, royal demise, lock-out, withdrawal of services or supplies or other services or transport (public or otherwise) or conduct of third party.

Upon the happening of any of the events above the obligations of Astro Radio 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.

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Without prejudice to the foregoing paragraph, if any of the events above results in Astro Radio's Services being restricted, curtailed or prevented, Astro Radio may at any time, notwithstanding anything in these terms contained, forthwith terminate the Agreement. In such circumstances, Client shall not be excused from paying all the Fees and any monies due and owing by the Client as at the time of such termination.

dispute, and the Client is not entitled to rely and shall not rely on any advice given by Astro Radio, under and in relation to this Agreement.

20.4 Failure or neglect of Astro Radio in any instance to exercise its right, power, privilege hereunder or under law shall not constitute a waiver of any right arising from, pursuant or under this Agreement. All waivers by Astro Radio must be in writing signed by the Chief Executive Officer.

20.5 Client shall not assign transfer or novate the Agreement to any third party. Astro Radio may assign, transfer or novate the Agreement to its Affiliate or any third party without notice to Client. This Agreement shall inure to the benefit of the permitted assigns and successors of Astro Radio and Client.

20.6 In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

20.7 This Standard Terms is made under and shall be governed by and construed in accordance with the laws of Malaysia without regard to principles of conflicts of law and the Client hereby irrevocably agrees to (a) submit to the exclusive jurisdiction of the Malaysian Courts and (b) waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

20.8 Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Where signature is required, the document or Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

20.9 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 Agreement 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