

10th November 2017.

ASTRO Productions Sdn Bhd (400778-V)
All Asia Broadcast Centre
Technology Park Malaysia
Lebuhraya Puchong - Sungai Besi
Bukit Jalil
57000 Kuala Lumpur.

Attn: Sivakumar Subramaniam
Vice President, Indian/External Production & Localization

Dear Sirs,

TERMS OF ENGAGEMENT ("TOE") IN RELATION TO PURCHASE ORDER NO. 5101032745 – AUDITORS SERVICES FOR VALLAVAR SEASON 4 FOR ASTRO PRODUCTIONS SDN BHD ("THE COMPANY")

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services that we will provide. It sets out the terms upon which Salihin Consulting Group Sdn Bhd ("SCG") will provide the service to The Company.

Scope of Engagement

We have agreed to perform the following procedures and report to you the factual findings resulting from our work:-

1. To perform independent observation over the compliance of executing games in each challenge upon the approved game show mechanism shared by The Company.
2. To monitor timing and bonus elements achieved by each contestant for score sheet, inning and elimination verification for all challenges.
3. Review of contestant eligibility by cross checking with documentation provided by The Company prior to game show commencement date.
4. To observe and verify the tiebreaker results according to the mechanism provided by The Company.
5. To provide full report on the conduct of the whole game show upon completion for internal reference.
6. To be present at all locations where the challenges are conducted based on the schedule given by The Company.
7. The Company will provide accommodation (1 standard room on twin-sharing basis) for a total number of two (2) persons only including transport to Penang at the discretion of The Company and meals for the outstation recording between 13th to 19th December 2017.



The Certified Company of



Corporate Centre

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8. Attending recording as per below to evaluate the scoring:

- a. Review on scoring sheets for 1st block 17th November 2017 at Astro, Bukit Jalil
 - Tentative timing: 1000hrs to 1400hrs
- b. Recording days and locations details as below*:
 - i. Record 4 episodes in Kuala Lumpur:
 - Recording dates : 18th, 19th & 20th November 2017 (Ep. 1 and 2)
 - Recording dates : 22nd, 23rd, 24th, 25th November 2017 (Ep. 3 and 4)
 - Tentative recording timing: 0800hrs to 2000hrs
 - ii. Record 2 episodes in Penang:
 - Recording dates: 14th & 15th December 2017
 - Recording dates: 17th & 18th December 2017
 - Tentative recording timing: 0800hrs to 2000hrs
 - *Travel to Penang: 13th December 2017*
 - *Back to Kuala Lumpur: 19th December 2017*
 - iii. Record 1 episode in Kuala Lumpur (Grand Final)
 - Recording dates: 21st, 22nd, 23rd December 2017
 - Tentative recording timing: 0800hrs to 2000hrs

* For the avoidance of doubt, The Company shall observe and monitor SCG's performance of its services for the first (3) episodes of the game show. If The Company is of the opinion that SCG's services is unsatisfactory, and/or is unable to meet the requirements as agreed upon between The Company and SCG, The Company shall invoke Clause 1 of the Purchase Order No: 5101032745 to terminate SCG's services at The Company's sole discretion.

Confidentiality

Information acquired by us is subject to strict confidentiality requirements. Information will not be disclosed by us to other parties except as required by law, or professional standards and by-laws.

Neither of us will disclose to any third party without the prior written consent of the other party any confidential information which given, for the purposes of providing or receiving the services herein, by the other party. Information shall be deemed to be confidential which if disclosed in writing as being confidential or otherwise, is manifestly confidential ("Confidential Information"). This restriction will not apply to any information which:

- a. is or become generally available to the public other than as a result of breach of an obligation under this clause; or
- b. is acquired from a third party who owes no obligation of confidence in respect of the information; or

- c. is in possession of the receiving party without restriction before the date of receipt from the other party; or
- d. is or has been independently developed by the receiving party.

Other Matters

The working papers and files for this engagement created by us during the course of the engagement, including electronic documents and files, are the sole property of SCG.

For the avoidance of doubt, SCG agrees that the terms and conditions of the Purchase Order issued on 8th November 2017 shall form part of this agreement and shall be binding on both Parties. In the event of any contradictions between the terms and conditions of the Purchase Order and this agreement, the terms and conditions of the Purchase Order shall prevail.

Fees

The total fees for the engagement is **RM22,260.00 (incl. GST)** for total of seven (7) episodes*.

Our fees are based on the time required by the individuals assigned to the engagement plus out-of-pocket expenses. Individual hourly rates vary according to the degree of responsibility involved and the experience and skill required.

If Goods and Services Tax or tax of similar nature ("GST") is required by law to be paid by SCG to the relevant authorities in Malaysia for the goods or services supplied hereunder, The Company agrees that any sum payable by The Company to SCG pursuant to this Agreement shall be deemed to be inclusive of any GST. In such an event, The Company shall pay to SCG a sum equal to the amount of such GST under each invoice Subject Always To the following:

- (i) SCG is duly licensed by the relevant Malaysian authorities to collect such GST;
- (ii) The appropriate GST for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and
- (iii) All invoices provided by SCG to The Company comply with the relevant GST law enforced by the Malaysian authorities.

SCG hereby agrees that no GST or tax of similar nature shall be due and payable by The Company unless SCG has complied with the provisions of this Clause. The parties agree to use reasonable efforts to do everything required by the relevant GST law or tax law of similar nature to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in respect of any GST or tax of similar nature paid or payable in connection with goods or services supplied under this Agreement.

Agreement of Terms

Once it has been agreed, this letter will remain effective unless it is terminated, amended or superseded. If the contents are not in agreement with your understanding of our term of engagement, we shall be pleased to receive your comments and to give you any further information you require.

We shall be grateful if you would confirm your agreement to the terms of this letter by **signing and returning the duplicate copy** to indicate that it is in accordance with your understanding of the arrangements for our audit services.

For and on behalf of

SALIHIN CONSULTING GROUP SDN. BHD.

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "Salihin Consulting Group Sdn. Bhd." and the number "661008-P" in the center.

Acknowledged on behalf of,

ASTRO PRODUCTIONS SDN. BHD. (400778-V)

Name and Title: **SIVAKUMAR SUBRAMANIAM**

Vice President, Indian/External Production & Localization

Date: