

**All Asia Broadcast Centre, Technology Park Malaysia,
Lebuhraya Puchong - Sungai Besi, Bukit Jalil,
57000 Kuala Lumpur., MALAYSIA
Tel:+603-95436688**

5101035128
Page: 1 of 4

Supplier : Salihin Consulting Group Sdn Bhd
(661008-P)
Address : 555, Jalan Samudra Utara 1,
Taman Samudra,
City : 68100 Batu Caves
State :
Country : Malaysia
Tel/Fax No : +603-61859970 /+603-61842524

Date	: 31.10.2018
Revised Date	:
Quote Ref.	:
Quote Dated	:
GST/VAT No	:
Our Reference	:
Delivery Date	: 02.11.2018
Payment Terms	: 60 Days from Good Invoice Receipt Date
Delivery Terms	:
Requestor	: Refer Item Requestor Name
Buyer Name	: bosely-jian-jin ong

Deliver To : Production
ASTRO Productions Sdn. Bhd.
(PRODUCTION)

Invoice To : Accounts Payable
ASTRO Productions Sdn. Bhd.
(400778-V)

Address : All Asia Broadcast Centre,
Technology Park Malaysia,
Lebuhraya Puchong - Sungai Besi,
Bukit Jalil,
City : 57000 Kuala Lumpur,
State : Kuala Lumpur
Country : Malaysia

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Technology Park Malaysia,
Lebuhraya Puchong - Sungai Besi,
Bukit Jalil,
City : 57000 Kuala Lumpur,
State :
Country : Malaysia

Based On Your Quotation, We Wish To Place An Order For The Item(s) Below:

No	Description	Qty UoM	Unit Price	Amount
001	Auditor Services - Maharaja Lawak Mega 2 Location : Royal Theater Shah Alam Delivery : 2, 9, 16, 23, 30 November 2018 7, 14, 21, 28 December 2018 4, 11 January 2019 1 more date TBA Total week :12 weeks (Live) Requestor Name : kumar_mari Total Header Discount Header Disc.(Value)	1 LOT	15,264.00 per 1 LOT	15,264.00 -1,484.00
Note: ASTRO Productions Sdn. Bhd. 's standard Terms and Conditions of the Purchase Order contained herein at the last 3 pages.			Sub-Total RM GRAND TOTAL RM	13,780.00 13,780.00

Reminder: Please state **"P.O. No. 5101035128"** on all Correspondence, Delivery Orders and Invoices to us.

No signature is required as this document is computer generated.

ASTRO Productions Sdn. Bhd. (Company) STANDARD TERMS & CONDITIONS

SOLE AGREEMENT: This Purchase Order (PO), including these terms and conditions, constitutes the entire agreement of the parties with respect to this transaction. The **Company** shall not be bound by any past or future terms and conditions not set forth herein, including any additional or inconsistent terms shown on Supplier's documents including sales confirmation, shipping documents, delivery order and/or invoices.

1. ACCEPTANCE AND CANCELLATION

a) In the event any of the conditions, terms or requirements of this PO herein are not met or the goods are found after delivery, not to be in accordance with this PO or are in any way defective, or are not of the quantity or quality or measurement stipulated or are not fit for the purpose for which they are required, the **Company** reserves the right to cancel this PO without prior notice and return all or part of the goods to the Supplier at the Supplier's expense. In the event that this PO relates to services, the **Company** shall also have the right to cancel this PO without prior notice if any conditions, terms or requirements of this PO herein are not met or the services performed are found not to be in accordance with this PO or are not of the quality stipulated or are not fit for the purpose for which they are required.

The Supplier shall refund to the **Company** any payment that may have been made on the rejected goods and/or services.

b) If any of the goods are retained by the **Company** then this PO shall remain in force with respect to such part and there shall be a corresponding reduction in the price. The making of such payments by the **Company** shall not however prejudice in any way the **Company's** right of rejection of any goods.

2. ADVERTISEMENT

No reference shall be made to this PO or the **Company** or any of its contents in any advertising or publicity matter issued by the Supplier, its agents or manufacturer, without the prior written consent of the **Company**.

3. ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign or subcontract any part of this PO without the prior written consent of the **Company**.

4. DELIVERY

a) All goods and/or services are to be delivered or, as the case may be, performed by the Supplier in accordance with the instructions given by the **Company**. In the case of goods, if the **Company** for any reason whatsoever does not wish to take immediate delivery of all or any part of the goods comprised in this PO and provides notification of the same to the Supplier at any stage prior to the said delivery having been accepted, the Supplier is to retain the goods entirely at its own risk and expense until the goods are required by and subsequently delivered to the **Company**. In the case of services, if the **Company** for any reason whatsoever does not wish that the services set out in this PO be performed immediately and provides notification of the same to the Supplier at any stage prior to the performance of the services, the Supplier shall keep in abeyance the performance of the services until the services are required by and subsequently performed for the **Company**.

b) The time stipulated in this PO for delivery of the goods and/or performance of the services shall be of the essence. In the event that goods are not delivered or services are not performed and completed by the stipulated delivery date, the **Company** shall have the right to cancel this PO and reject the goods or services, or, where multiple deliveries of goods of multiple types or services is contemplated, cancel such relevant part of this PO and reject the corresponding goods or services. In either case, without prejudice to any right of remedy that the **Company** may have under this PO or at law, in the event the **Company** purchases from any third party substitute goods or services and the cost incurred by the **Company** is greater than the amount which would have been payable under this PO, the Supplier shall pay to the **Company** such excess amount as incurred by the **Company** as well as the amount of any other loss and/or damage caused to the **Company** by the cancellation of this PO.

In any event and without prejudice to any rights or remedies which the **Company** may have, a PO that is not fulfilled by the Supplier within one (1) month from the stipulated delivery date shall be deemed to be cancelled after the said one (1) month period and the **Company** shall have no liability whatsoever on such cancelled PO.

c) If goods are delivered to an incorrect destination, the Supplier shall bear the additional costs incurred in delivering the said goods to the correct destination.

d) All goods are dispatched and services performed entirely at the Supplier's own risk.

5. INVOICES

The Supplier shall be required to quote the relevant PO reference on each and every invoice issued to the **Company**.

Any Invoice(s) received by the **Company** without the appropriate reference will be returned to the Supplier unprocessed. The **Company** shall not be liable to the Supplier for any additional charges caused by non-compliance with this procedure. The Supplier shall be required to categorize all goods and/or services in its Invoices as advised by the **Company** in its PO. Failure to categorize the said goods and/or services and any ensuing storage charges etc, where relevant, shall be for the Supplier's account.

Invoices will only be payable by the **Company** if validly issued by the Supplier. An invoice is deemed to be validly issued if submitted to the **Company** and delivered to the **Company** no later than the date that is 12 months after the earliest date on which the Supplier is entitled, pursuant to the terms and conditions of this PO, to issue such invoice. Upon the presentation of a validly issued invoice by the Supplier to the **Company**, the **Company** will be obliged to pay, and the Supplier will have the right to demand payment for, the invoiced amount in respect of the Supplier's provision to the **Company** of any goods, services, license or other consideration. In addition to and not in lieu of the foregoing, the Supplier agrees that the Supplier shall have no rights (either in contract, tort or equity) to demand or receive payment(s) from the **Company** for the provision of any goods, services, license or other consideration that are not the subject of a validly issued invoice.

6. INDEMNITY

The Supplier shall be liable for, and shall indemnify, defend and hold harmless the **Company** against all claims which may be incurred by or made against the **Company**, its agents, servants or employees by any person or body including the servants or agents or employees in respect of

a) personal injury to and/or death of any person whomsoever arising out of, whether directly, indirectly, incidental to, or in connection with, the performance of this PO due to the acts or omissions whether negligent or otherwise of the Supplier, its, employees, servants or agents; and

b) any loss and/or damages to the goods and/or parts thereof, or to any property, whether movable or immovable, arising out of or in connection with the performance of this PO due to the acts or omissions, whether negligent or otherwise of the Supplier, its employees, servants or agents.

If for any reason any indemnification under this PO is unavailable to the **Company** or insufficient to hold it harmless, then the Supplier shall reimburse the **Company** for all amounts paid or payable by the **Company** as a result of such breach or Claims, which shall include, for example, the costs of defending against any Claims because of the Supplier's failure to provide the defense.

7. INSPECTION AT SUPPLIER'S PREMISES

On reasonable notice having been given to the Supplier by the **Company**, the Supplier will give the **Company** or its duly authorized representative(s) access at all reasonable times upon request having been made to the Supplier to its premises to allow the **Company** or its duly authorized representative(s) to inspect and view the goods and all the materials used or comprised therein at all stages of their manufacture, construction, compilation or growth.

8. GOVERNING LAW

The validity, interpretation and performance of this PO shall be governed by the laws of Malaysia.

9. PRICES

Prices stipulated are firm through delivery without any escalation and net, unless otherwise indicated, free from fee or change of any kind are subject to deduction for charges, losses due to outage, imperfections or defects in commodity or equipment, or non-compliance with sample, embodied or implied specifications or delivery date. All prices quoted shall be in Ringgit Malaysia (RM) or other currencies (where applicable) and shall be assumed as inclusive of all accessories, packaging, taxes, import duty, installation charges, delivery to site and other related cost. Every discount given by the Supplier to the **Company** must be stipulated clearly in the quotation.

10. GOVERNMENT INDIRECT TAX AND WITHHOLDING TAX

10.1 [Indirect tax related provisions applicable for purchase / acquisition of goods or services from local supplier/foreign supplier which has a permanent establishment in Malaysia]

If Service Tax or tax of similar nature ["Government Indirect Tax"] is required by law to be paid by Supplier to the relevant authorities in Malaysia for the goods or services supplied hereunder, the **Company** agrees that any sum payable by the **Company** to Supplier pursuant to this Agreement shall be deemed to be exclusive of any Government Indirect Tax. In such an event, the **Company** shall pay to Supplier a sum equal to the amount of such Government Indirect Tax under each invoice Subject Always To the following:

i) The Supplier is duly licensed by the relevant Malaysian authorities to collect such Government Indirect Tax;

ii) The appropriate Government Indirect Tax for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and

iii) All invoices provided by the Supplier to the **Company** comply with the relevant law of Government Indirect Tax enforced by the Malaysian authorities.

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

10.2 [Indirect tax related provisions applicable for purchase / acquisition of goods or services from Foreign Supplier which DOES NOT have any Permanent Establishment in Malaysia]

Any sum set out in this Agreement or otherwise payable by the **Company** to the Supplier pursuant to this Agreement shall be deemed to be inclusive of any duties, sales tax, service tax including Goods and Services Tax or tax of similar nature which is chargeable on the supply of such goods or services.

The Supplier will also use reasonable efforts to do everything required by the relevant Malaysian legislation to enable or assist the **Company** on documentation, requirements and determination of the amounts of tax payable, to claim or verify any set off, rebate or refund in respect of the Malaysian indirect tax regime.

10.3 [Withholding Tax]. If any payment under this Agreement is subject to withholding tax by the relevant tax authority in Malaysia and such tax is required to be withheld from the payment to the Supplier, the **Company** shall be entitled to deduct any taxes payable from the gross payment and remit the same to the Malaysian tax authorities and/or such other regulatory bodies in Malaysia on behalf of the Supplier and the balance of the payment less the sum deducted as aforesaid shall be paid to the Supplier in accordance with the terms and conditions of this Agreement. If the Supplier is permitted to apply preferential treatment as accorded under any applicable treaty convention between the country where the Supplier is tax resident and Malaysia, the Supplier shall then furnish to the **Company** evidence of its tax residence status by way of letter or certificate issued by the tax authorities of that country. Upon request by the Supplier, the **Company** shall then promptly furnish to the Supplier all applicable tax receipts.

ASTRO Productions Sdn. Bhd. (Company) STANDARD TERMS & CONDITIONS

11. PACKAGING

All goods are to be clearly labeled and packed in accordance with the said delivery instructions and are to reach the **Company** in good condition. The **Company** shall inspect all delivery and may refuse to accept delivery of any goods revealing any defect in condition, repair or damage in any way whatsoever.

12. PASSING OF PROPERTY AND RISK

The property and risk in the goods shall remain with the Supplier until delivery to the designated place as specified in this PO unless stated otherwise on the front page of this PO. The passing of property to the **Company** shall not affect the right of the **Company** to reject the goods.

13. INTELLECTUAL PROPERTY RIGHTS

The **Company** shall exclusively own all intellectual property rights, embodied in, arising out of or in respect of any product or goods or any part thereof, developed exclusively for the **Company** under this PO and the Supplier hereby assigns and transfers to the **Company** by way of present assignment and transfer all such present and future intellectual property rights. The **Company** shall also exclusively own all intellectual property rights in all Confidential Information originating from the **Company**.

The Supplier shall grant to the **Company** perpetual, irrevocable, royalty-free licenses or sublicenses to all proprietary intellectual property, in terms acceptable to the **Company**, required by the **Company** to enable the **Company** to use the proprietary intellectual property as contemplated by this PO.

Should any employee or agent of the Supplier or any sub-contractor claim a moral right in any of the intellectual property rights or proprietary intellectual property, the Supplier shall cause any such employees or agents to waive all moral rights with respect to any copyrightable work developed or produced hereunder, including without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

For the purposes of this PO, "Confidential Information" means all trade secrets, intellectual property rights, information, lists, software, data, designs, programs, documents and intelligence, whether in machine readable, visually readable or other form, which are the property of the Supplier or the **Company**, and which are not accessible or known to the general public, except that the following shall not be considered "Confidential Information":

- information which is in the public domain other than by the recipient's breach of this Agreement or any confidentiality agreement;
- information which was previously known to the recipient party, as established by written records of the recipient party, prior to receipt from the other party;
- information which was lawfully obtained by the recipient party from a third party under circumstances which caused the recipient party to reasonably believe that such disclosure and use was lawful;
- information which was developed independently by the recipient party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the other party.

14. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

The Supplier agrees and undertakes to defend, indemnify and hold the **Company** harmless, at the Supplier's cost, against any and all liability, loss, damage, costs and expenses which the **Company** incurs or suffers as a result of any claim or proceeding brought against the **Company** by a third party alleging infringement of the third party's Intellectual Property Rights by reason of the use or possession or exploitation by the **Company** of the goods or any part thereof or of the services or deliverables arising out of the Services or any part thereof. The **Company** shall:

- as soon as practicable give written notice to the Supplier of any dispute, claims or proceedings following receipt of any notice of such claim or proceedings;
- make no admission of liability and gives the Supplier the authority to defend or settle the claim or the proceedings at the Supplier's cost and expense but nothing herein shall (i) restrict the **Company**' right to participate in the defense or settlement of the claim or proceedings, represented by counsel chosen by the **Company**; and (b) permit the Supplier to settle any claims or proceedings without the prior written consent of the **Company**; and
- give the Supplier all reasonable assistance in connection with the defense of the claim or proceedings at the Supplier's cost and expense.

Without prejudice to any other provision of this PO, if it is determined by an independent tribunal of fact or law that an infringement of the Intellectual Property Rights of any person has occurred on grounds that affects the **Company**'s use or possession or exploitation of the goods or any part thereof or of the services or deliverables arising out of the services or any part thereof and/or where an injunction restraining use or exploitation or possession by the **Company** of any part of the goods or of any part of the services or deliverables arising out of the services is in the opinion of the **Company**'s legal advisers likely to be granted by a court of competent jurisdiction to the third party, the Supplier shall at its sole expense and on the **Company**' direction:

- re-write, modify or replace the goods or any deliverables arising out of the services (without detracting from its overall performance), in order to achieve non-infringement status; or
- replace such goods and/or deliverables arising out of the services or parts thereof with a non-infringing product which performs the same functions and meets the specifications and this PO; or
- procure for the **Company** the right to continue the use, possession and exploitation of such goods and/or deliverables arising out of the services or parts thereof.

15. INSURANCE

The Supplier shall, at its sole cost,

- in the case of supply of goods and, where applicable, services ancillary to the supply of goods, insure and maintain an insurance policy against loss or damage to any goods or parts thereof, for an

amount not less than the value of this PO for each occurrence giving rise to a claim. The duration of coverage for such insurance policy shall be from the date of this PO until the delivery of the goods and, where applicable, completion of the services ancillary to the supply of the goods;

- in the case where services are performed, insure and maintain an insurance policy against professional errors and omissions liability covering liability for professional errors and omissions in the course of the performance of such services, for an amount not less than twice the value of this PO for each occurrence giving rise to a claim. The duration of coverage for such insurance policy shall be: (i) where there is no warranty period for such services, from the date of this PO until the completion of the services; or (ii) where there is a warranty period for such services, from the date of this PO until the expiry of the warranty period;

- in the case of provision of licenses, insure and maintain an insurance policy against professional errors and omissions liability, for an amount not less than twice the value of this PO for each occurrence giving rise to a claim, from the effective date of the license to the expiry of the license.

The Supplier agrees that the coverage as prescribed in paragraphs (a) to (c) above shall be provided pursuant to the relevant insurance policy(ies) procured in connection with the supply of goods and, where applicable, services ancillary to the supply of goods, and/or the provision of licenses, without right of contribution from any other insurance which may be carried by the **Company**.

16. PAYMENT TERMS

The **Company** shall make payment to the Supplier within the agreed terms stated in this PO upon the completion of delivery of goods and/or supply of services and upon invoice receipt in compliance with Clause 5 herein.

17. REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants as follows:

- that the goods supplied are new, unused, of merchantable quality and fit for purpose;
- if services are supplied, the Supplier warrants that it will be undertaken by competent and trained personnel who possess the requisite professional skills and technical expertise;
- that the goods supplied shall conform in all ways, including both in quantity and description as stated in this PO and shall be equal in all respects and conform to any samples, patterns, specifications or descriptions as previously seen and approved by the **Company**;
- that the Supplier shall indemnify the **Company** from and against all liability, claims, demands, actions, costs and/or damages arising out of or in connection with infringement of any copyright, patent, trademark, process or registered design in respect of the goods supplied; and
- that the Supplier shall disclose whether there are any ex-Personnel of the **Company** or any company within the Astro Malaysia Holdings Berhad Group of Companies who is managing or is likely to be providing any of the services under this PO. The **Company** may, without assigning any reasons, request the Supplier to substitute such ex-Personnel with another suitable person and the Vendor shall comply with such request within 7 days of such request. For the purposes of this Clause, the term "Personnel" shall be construed to include persons engaged under contracts of employment or engaged under contracts for services;

18. COMPATIBILITY

- In the event that the product/system supplied by the Supplier is to be integrated into an existing system within the **Company**, the Supplier shall ensure that the product/system supplied by the Supplier is compatible with such existing system and shall not interfere, cause damage or corrupt the normal working of the existing system.
- In the event that such product/system is proven to be incompatible in any way, form or manner, the Supplier shall alter and/or modify the product/system supplied such as to make it compatible with the existing system.
- If such alteration and/or modification are not possible and the product/system supplied is deemed incompatible to the existing system, the **Company** shall be entitled, in its sole discretion, to reject such product/system and return the same to the Supplier. The Supplier shall forthwith reimburse the full price paid for the product/system to the **Company**.

19. WAIVER

The failure of the **Company** to enforce any rights provided for by this PO shall not be deemed a waiver of any of its further or future rights hereunder.

20. SAFETY

Where services and/or goods are being provided in the **Company**'s premises, the Supplier shall be responsible for the safety of all persons engaged in such services and all persons who may be affected by activities of the Supplier and shall comply with all the **Company**'s Permit To Work Policy and safety regulations and procedures currently in force. Where the Supplier is delivering goods and/or materials which are toxic and hazardous in nature, the Supplier shall be responsible to provide the **Company** with a Material Safety Data Sheet. This Material Safety Data Sheet must contain detailed instructions in handling such goods and/or materials. Failure to comply with the **Company** Safety Requirements will result in the Supplier being denied access to the **Company** premises for the provision of any goods or services and the **Company** shall have no liability in this event.

21. DISENGAGEMENT ASSISTANCE

If and when the delivery of the goods or performance of the services as contemplated by this PO is coming to an end or there is a cancellation of a part of a PO that contemplates multiple deliveries of goods or performance of various services, the Supplier shall provide full co-operation to the **Company** in ensuring a smooth and orderly transition during the disengagement process including the return to the **Company** of any of the **Company**'s Confidential Information.

ASTRO Productions Sdn. Bhd. (Company) STANDARD TERMS & CONDITIONS

**22. BUSINESS CONTINUITY PLAN (BCP) AND / OR
ENVIRONMENTAL PREFERABLE PROCUREMENT (EPP)**

The **Company** is committed towards implementing Business Continuity Plan (BCP) and/or Environmental Preferable Procurement (EPP) guidelines, which requires vendors' commitment to use alternative/contingency plan to ensure minimal disruption/interruption to supply of goods and services whenever cost effective, and to the extent practicable.