



**NATIONAL GRAPHENE ACTION PLAN 2020  
("NGAP")**

**NGAP FACILITATION POLICY**



## Introduction

**NANOMALAYSIA BERHAD (Company No: 955265-P)**, a company limited by guarantee incorporated under the auspices of the Ministry of Science, Technology and Innovation of Malaysia (MOSTI), with the key objectives to amongst others, develop Nanotechnology Business Activities which includes nanotechnology intellectual property, research and development, commercialisation of prototypes, facilitation programmes, funding and development of human capital ("**Facilitator**").

Under the National Graphene Action Plan 2020 ("**NGAP**"), the Facilitator has been allocated funding to pursue the introduction and development of nanotechnology specifically through the usage of graphene in five selected key application areas namely lithium ion battery/ultracapacitor, rubber, plastics, conductive ink and nanofluid. It is within the purview of the Facilitator to invite relevant industry players ("**Technology Recipient**") to participate under NGAP programme to enhance and further grow the nanotechnology industry in Malaysia.

All Technology Recipients who participates under the NGAP Facilitation Programme shall strictly adhere to all terms and conditions provided by the Facilitator under the Letter of Offer, the Facilitation Programme and this NGAP Policy.

### 1. Definitions and Interpretation

#### 1.1 Definitions

In the NGAP Policy, unless the context otherwise requires, the following expressions shall have the following meanings provided always that any context defined under the Letter of Offer or the Facilitation Agreement shall carry the same meaning under this policy:

<b>Authorised Representatives</b>	means respective authorised representatives of the Facilitator and Technology Recipient, whichever being relevant enlisted under Schedule C of the Facilitation Agreement;
<b>Business Day</b>	means a day in which banks are open for business in Kuala Lumpur and excludes a Saturday, Sunday or public holiday in Kuala Lumpur;
<b>Confidential Information</b>	means the definition under clause 6.1;
<b>Drawdown Notice</b>	means a request for the disbursement of any part of the Facilitation Amount in the manner and conditions as set out in Annexure III;
<b>Facilitator</b>	means NanoMalaysia Berhad;
<b>Facilitation Programme</b>	means the facilitation programme as set out the NGAP Policy, funded under the National Graphene Action Plan 2020 as stipulated and subject to the terms and conditions of the NGAP Policy;
<b>Facilitation Period</b>	means the period from the date of the Facilitation Agreement and continues till the completion the Project or determination of the Facilitation Agreement in Item 1A of the Facilitation Agreement, whichever is later;
<b>NGAP Agreements</b>	Means the NGAP Policy, the Letter of Offer and the Facilitation Agreement collectively;
<b>Project</b>	means the intended product, outcome or result of which forms the objective of this Facilitation Programme but not limited to the tangible product, proof of concepts, research and development , activities relating to pre commercialisation of the findings or

<b>Project Team</b>	commercialisation of the findings but further includes any potential Intellectual Property that is developed in the process; means all Team Leaders, Chief Scientist, Consultants that is listed as Specified Personnel or introduced by any Party from time to time;
<b>Project Completion Certificate</b>	means the certificate to be issued by the Technology Recipient to the Facilitator, in the form and content acceptable to the Facilitator, certifying that the Project has been completed;
<b>Research Centre</b>	means the location or locations where all Parties agreed to conduct the Project and may from time to time change subject to the approval of the Facilitator;
<b>Specified Personnel</b>	means the list under of Team Leaders, Chief Scientist personnel, consultants, contractors, employee and agents under Schedule C appointed and engaged by the Technology Recipient for the specific purpose of the Project and has executed the Non-Disclosure Agreement annex under Annexure I;
<b>Senior Management</b>	means all directors both independent and non- dependent, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or any other senior management which ranks and be treated the same as the identified positions who is identified and listed under the Specified Personnel list under Schedule C;
<b>Technology Recipient</b>	includes any other individuals, nominated sub-contractors, consultants, experts, agents, nominees or third party engaged or consulted in relation to the Project and shall adhere to the terms of the NGAP Policy by executing a Deed of Adherence under Annexure IV respectively; and

## 2. Purpose and Effect

This NGAP Policy shall, in addition to any provisions stipulated under any documents which includes but not limited to the Letter of Offer and the Facilitation Agreement:

- (a) set outs the policies, procedures and conditions which shall govern and bind all active Technology Recipient throughout the Facilitation Programme; and
- (b) shall take effect upon the acceptance of the Letter of Offer and/or the Facilitation Agreement (whichever being earlier) by the Technology Recipient and shall remain in force throughout the Facilitation Period as stipulated under the Facilitation Agreement. Unless revised, removed or modified by the Facilitator, nothing stipulated in any agreements shall take precedent or supersede any provisions stipulated under this NGAP Policy. For the avoidance of doubt where any provisions stipulated under any other documents which may contradict or contravene or potentially change or modify the effect of the NGAP policy, such provision shall be rendered null and void having always the NGAP Policy being the preceding provision

## 3. Additional Guidelines and Government Policies

All government policies and guidelines introduced or imposed by the Ministry of Science and Technology and Innovation shall apply and remain relevant to all Technology Recipient under the NGAP Facilitation Programme and shall take effect upon the acceptance of the Letter of Offer issued by the Facilitator. For the avoidance of doubt, where government policies which are relevant to the Facilitator notwithstanding if such policy or imposition is issued by MOSTI, the Facilitator reserves the right to impose the same to the Technology Recipient by way of written notice or circular should the Facilitator in its opinion find such policy to be relevant. All

provisions stipulated under the five pager (where relevant) shall equally bind the Technology Recipient throughout the Facilitation Period.

#### **4. NGAP Objectives**

Save for further provisions that may be provided and agreed upon under the Letter of Offer or the Facilitation Agreement, the general objectives shall always be premised:

- (a) to bridge the gap between industry players and research academia;
- (b) to enhance downstream applications of nanotechnology in relation to the use of graphene in Malaysia;
- (c) to develop products using the graphene material which are capable of commercialisation; and
- (d) to integrate and introduce nanotechnology to promote economic growth in Malaysia.

### **5 Personnel and Research Centre**

#### **5.1 Specified Personnel**

The Technology Recipient shall ensure all Specified Personnel conduct the Project in a diligent and competent manner and will adhere and comply with the NGAP Policy and ensure that each these name party has executed a copy of the Non-Disclosure Agreement as annexed under the Annexure I unless otherwise agreed in writing by the Facilitator. The Technology Recipient warrants that it has conducted proper inquiries of the Specified Personnel in relation to the eligibility and their ability to perform the Project.

#### **5.2 Change of Specified Personnel**

If any Specified Personnel during the Facilitation Period is unable to continue its responsibilities and duties, the Technology Recipient shall:

- (a) notify the Facilitator immediately in writing as soon as there occurs any indicative possibility of a variation of Specified Personnel during the Facilitation Period;
- (b) be responsible and bear all costs and expenses to appoint or replace the departing member of the Project Team;
- (c) obtain prior written approval of the Facilitator for such appointment or replacement;
- (d) ensure all replacements shall possess equivalent or better qualifications and experience of the departing member acceptable to the Facilitator; and
- (e) any replacements shall take no more than seven (7) days from the date of departure and shall not be treated as a variation to the Project Cost or Completion Date unless otherwise agreed in writing by the Facilitator.

#### **5.3 No Poaching Policies**

All Specified Personnel who ceases to be part of this Project shall not be within 3 years from their date of departure be hired whether as an employee, agent or an independent contractor of the Technology Recipient.

#### **5.4 Research Centre**

The Research Centre for the development of the Product shall always remain at a location or locations with high standards of health and safety maintained and agreed by the Facilitator prior to Commencement Date. Should the Research Centre be transferred, the Technology Recipient shall:

- (a) obtain prior written approval from the Facilitator;
- (b) ensure that the proposed Research Centre maintain similar standards acceptable and approved by the Facilitator;
- (c) bear all responsibility and cost with regards to the safety transmission of the Product, either as a whole or by part;
- (d) provide the Facilitator all rights and exclusive access to the new location; and to any other terms and conditions which may be imposed by the Facilitator.

#### **5.5 Insurance for Research Centre and Personnel**

Each Party shall be responsible during the Facilitation Period, at its own cost and expense, insure or cause to be insured the Research Centre and the personnel the following basis:

- (a) where the Research Centre is in the custody or control of the respective Party, fire and safety policy or policies against loss or damage by fire, storm, tempest, lighting, explosion (including articles dropped from aircraft), flood, bursting or overflowing water tanks, apparatus or pipes, earthquake, riot and civil commotion and such other risks as are prudently insurable for work or a similar nature including an event of force majeure for the full replacement value of the Research Centre to include cover for all goods, materials, equipment, plants and other items necessary for development and progress of the Product;
- (b) where the Research Centre is located at the premise of a third party, each Party shall with their best endeavours ensure that adequate insurance as stipulated under Clause 5.5(a) is provided;
- (c) a policy against any liability including third party for each incident (the number of incidents to be unlimited) which may arise in connection with Occupiers Liability; and
- (d) worker's social security payment and Workmen's Compensation Insurance or any other insurance for workmen within the statutory limits as required by laws of Malaysia.

#### **5.6 Storage of Results / Findings**

For any material, findings, results or outcomes produced during the Facilitation Period and/or the Project, all Parties agrees and undertakes that to safely store any data specimens or samples collected during or resulting from their conduct during the Project, provide detail reports on any date specimens or findings resulting from their conduct during the Project and provide a copy of any findings during the Facilitation Period relating to the Project to the Facilitator immediately.

#### **5.7 Publication and Dissemination of Research or Findings**

Any findings which includes but not limited to project papers, records or financial reports or any content relating to the Project shall be rendered as Confidential Information as set out under clause 6 and any publication or dissemination of any research findings shall require consent in writing by the Facilitator.

## 5.8 Reporting Requirements

The Technology Recipient must submit and present to the Facilitator, the **Financial Reports, Milestones Achievement Reports** and **Findings Report** on a monthly basis (unless the Agreement extends beyond six (6) months such requirement shall be on a bi-monthly basis) for assessment and clarification, in accordance to the format stipulated under the Annexure II unless otherwise specified by the Facilitator:

## 5.9 Assets

Until the recovery of the Facilitation Amount by the Facilitator, all assets purchased with the Facilitation Amount shall be owned by the Facilitator and shall:

- (a) be properly insured and maintained and be used exclusively for the purpose of the Project; and
- (b) save for general wear and tear, be handled with reasonable care having any cost for replacement of parts, maintenance and repair be attributed to the Technology Recipient.

## 6. Confidentiality

### 6.1 Confidential Information

For purposes of the Facilitation Programme, Confidential Information shall mean any information, whether obtained orally, visually, in writing or in any tangible or electronic form, regardless of whether marked or identified as “confidential” or not, which:

- (a) any Party may have or acquire (whether before or after the date of the NGAP Agreements) in relation to the customers, suppliers, business, assets or affairs relating to the Facilitator or the Project;
- (b) any Party or any of its Affiliates or Family Members may have or acquire (whether before or after the date of the NGAP Agreements) in relation to the customers, suppliers, business, assets or affairs of the other party or the other party's Affiliates or Family Members as a consequence of the negotiations relating to the NGAP Agreements or any other agreement or document referred to in the NGAP Agreements or the performance of the NGAP Agreement or any other agreement or document referred to in the NGAP Agreement;
- (c) constitutes or relates to Project Intellectual Property or Improvements thereon; or
- (d) relates to the contents of the NGAP Policy (or any agreement or arrangement entered into pursuant to the NGAP Policy), but excludes the information in clause 6.2.

### 6.2 Information is not Confidential Information

The following information shall not be regarded as Confidential Information where:

- (a) it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the NGAP Agreements;
- (b) any Party can establish that it found out the information from a source not connected with the other Party or its group and that the source is not under any obligation of confidence in respect of the information;
- (c) any Party can establish to the reasonable satisfaction of the other Party that the information was known to the first Party before the date of the NGAP Agreements and that it was not under any obligation of confidence in respect of the information; or
- (d) the Parties agree in writing that it is not confidential.

### **6.3 Duties to Keep Confidential**

The Parties undertakes and agrees that each Party shall at all times ensure to keep confidential (and to ensure that its employees, agents, contractors and sub licensees, and the employees and agents of such contractors and sub licensees, shall keep confidential) any Confidential Information, in whole or in part, and shall not use or disclose any Confidential Information except to the extent necessary to perform the Project and on a strict “need to know” basis:

- (a) to the Parties’ professional advisers where such disclosure is for a purpose related to the operation of the NGAP Agreements; or
- (b) with the written consent of the disclosing Party; or
- (c) as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory body, and the receiving Party shall, if practicable:
  - (i) supply a copy of the required disclosure to the disclosing Party before it is disclosed and incorporate any amendments or additions reasonably required by the disclosing Party and which would not thereby prevent the receiving Party from complying with its legal obligations, and
  - (ii) take all steps reasonably necessary, including without limitation seeking an order of confidentiality, to ensure the continued confidential treatment of such Confidential Information; or
- (d) to any tax authority to the extent reasonably required for the purposes of the tax affairs of the receiving Party or its affiliates.

### **6.4 Additional Duties of Confidentiality**

The Technology Recipient further undertakes to respectively inform and ensure any officer, employee or agent or any professional adviser advising it in relation to the matters referred to in the NGAP Agreements, or to whom it provides Confidential Information, that such information is confidential and shall require them:

- (a) to keep it confidential;
- (b) not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of the NGAP Agreements);
- (c) to execute the Non-Disclosure Agreement; and
- (d) on termination of the NGAP Agreements:
  - (i) within three (3) days from the date of termination, return of any documents containing Confidential Information in relation to the Facilitator and the Project;
  - (ii) destroy any copies of such documents and any other document or other record reproducing, containing or made from or with reference to the Confidential Information; and
  - (iii) save, in each case, for any submission to or filings with governmental, tax or regulatory authorities or be required by law to be retained by the party. Such return or destruction shall take place as soon as practicable after the receipt of any such notice.

### **6.5 Post Termination**

The obligations of each of the parties in clause 6 shall continue without limit in time and notwithstanding termination of the NGAP Agreements for any reason.

## 7. Audit and Monitoring

### 7.1 Audit

The Technology Recipient shall in connection with the Project, and in addition to any other reports required by the NGAP Agreements, keep and maintain, to the Facilitators satisfaction, proper books of account and operating records necessary to afford a correct record and explanation of all expenditures, technical progress and performance of the Project for six (6) years after the completion of the Project or earlier termination of the Agreement.

### 7.2 Access to Records

The Technology Recipient shall at all times permit the Facilitator, its officers, servants, agents and authorised representatives' access to the Research Centre and at all times render all reasonable and necessary assistance to enable those officers, servants, agents to examine and take copies of any records maintained pursuant to the NGAP Agreements or any records which in the opinion of the Facilitators are considered relevant to the Project.

## 8. Conflict of Interest and Competition

### 8.1 Restrictions on the Parties

During the Facilitation Period, the Technology Recipient undertakes and covenants that:

- (a) neither Party nor any of its Affiliates or Family Members shall (unless otherwise agreed in writing by the Facilitator), carry on or be employed, engaged or interested in any business relating to the Project or the NGAP Policy which would be in competition with the developments under the NGAP Policy;
- (b) if any of its Affiliates or Family Members are in the similar industry, the respective Party shall immediately make know of such to the Facilitator and the Facilitator may impose further terms and conditions;
- (c) neither Party nor any of its Affiliates or Family Members may, during the times specified below, deal with or seek to contract with or do business with any person that is, or was within the previous twelve (12) months, a client or customer of the Facilitator, unless otherwise agreed in writing by the Facilitator provided that nothing prevents a party or any of its Affiliates or Family Members:
  - (i) from holding for investment purposes only any units of any authorised unit trust or not more than five per cent (5%) of any class of shares or securities of any company traded on any international stock exchange or stock exchange recognized by the national government of its country of formation; or
  - (ii) acquiring a holding of shares in a company or other undertaking engaged in a business that competes with the business of the Facilitator if the competing business contributes less than five per cent (5%) of the annual turnover of such company or undertaking.



## 9. Termination

### 9.1 Termination on National Interest

The Facilitator may terminate the NGAP Agreements by giving not less than thirty (30) days' notice to each of the Parties (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest and national security or for the purposes of Government policy or public policy. For the purposes of this Clause, what constitutes "national interest", "interest of national security", "Government policy" and "public policy" shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

### 9.2 Termination on Corruption, Unlawful or Illegal Activities, etc.

Without prejudice to any rights of the Facilitator, if the Technology Recipient, or their respective personnel, servants or employees is convicted by a court of law for corruption or unlawful or illegal activities in relation to the NGAP Agreements or any other agreement that the Technology Recipient may have with the Facilitator or if acts in any of them is deemed by the Facilitator to have acted in any way prejudicial to the Facilitator or the government of Malaysia, the Facilitator shall be entitled to terminate the NGAP Agreements at any time, by giving immediate written notice to that effect to the Technology Recipient.

## 10. Dispute Resolution

### 10.1 Dispute Resolution Committee

Any matter, claim or dispute between the Parties in respect of any matter under the NGAP Agreements may be referred by any of the remaining Parties to a dispute resolution committee (hereinafter referred to as the "Dispute Resolution Committee") in the manner as set out under the NGAP Policy.

If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the relevant parties here to within thirty (30) days after the date of referral, either party may refer that matter, dispute or claim to arbitration.

### 10.2 Arbitration

If any matter, dispute, or claim cannot be settled amicably by the parties here to within thirty (30) days after the same having been referred to the Dispute Resolution Committee, any of the relevant Parties hereto shall:

- (a) refer that matter, dispute or claim to an arbitrator to be agreed between the Parties hereto, and failing such agreement, to be nominated on the application of either Party hereto by the Director General of the Regional Centre for Arbitration in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005 [Act 646];
- (b) all disputes referred to arbitration pursuant to this clause shall be settled in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration. The decision and award of the Arbitrator shall be final and binding on each of the Party;
- (c) any such arbitration shall be heard at the Kuala Lumpur Regional Centre for Arbitration using the facilities and any systems available at the Centre or at such other venue as may be specified by the arbitrator and agreed by the Parties; and

(d) (e) the reference of any matter, dispute or claim to arbitration pursuant to this clause and/or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations under the NGAP Agreements.

### **10.3 Governing Law**

The NGAP Agreements shall be governed by and construed in accordance with the laws in force from time to time in Malaysia.

## **11 Force Majeure**

### **11.1 Events**

Neither Parties shall be in breach of its obligations under the NGAP Agreements if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove, and shall be:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism;
- (b) natural catastrophe including but not limited to earthquakes, floods, subsidence, lightning and exceptionally inclement weather; and
- (c) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of the NGAP Agreements) which are not the fault of the any Party or its contractors, which causes, or can reasonably be expected to cause any Party to fail to comply with its obligations.

PROVIDED THAT Event of Force Majeure shall not include economic downturn, non-availability or insufficient of fund or lack of financing on the part of the Technology Recipient to perform its obligations under the NGAP Agreements.

### **11.2 Notification of Force Majeure**

If any Event of Force Majeure occurs which renders a Party unable to perform or fulfil any of its obligations under the NGAP Agreements, the Party so affected shall immediately notify the remaining Parties in writing of the occurrence of any Event of Force Majeure applicable to its obligations under the NGAP Agreements giving full details thereof and measures being taken by the Party so affected to reduce the severity of such event and subsequently the cessation of such event. If upon receipt of such notice, the Facilitator is in the opinion that an Event of Force Majeure has not occurred then the dispute shall be dealt by the Dispute Resolution Committee.

### **11.3 Termination by Force Majeure**

If an Event of Force Majeure has occurred and Parties reasonably considers such Event of Force Majeure applicable to it to be of such severity or to be continuing for a period of more than six (6) months then the Parties may mutually terminate the NGAP Agreements.

### **11.4 Consequences of Termination due to Event of Force Majeure**

If the NGAP Agreements is terminated pursuant to Clause 11.3, all rights and obligations hereunder shall forthwith terminate and no Party shall have any claim against each the remaining Parties save and except in respect of any antecedent breach.

## **11.5 Delay**

Provided that the Party affected by the Event of Force Majeure has complied with the requirement to provide notice in accordance with Clause 11.2 it shall not be liable for any delay in performing its obligation under the NGAP Agreements to the extent that such delay has been caused by one or more of Event of Force Majeure and the time for completion of any obligation under the NGAP Agreements and the Facilitation Period shall be extended proportionate to the delay caused by such Event of Force Majeure. If Parties do not agree as to the duration of the delay, the disagreement shall be dealt with pursuant to Clause 10.1.

## **11.6 Continuous Occurrence**

Notwithstanding clause 11.3, if the continuing occurrence of an Event of Force Majeure is of such severity that it frustrates the original intention and objective of the Parties hereto, the Parties hereto shall forthwith take steps to discuss the circumstances and the consequences of such event and shall consider how best to achieve the objectives of the NGAP Agreements in such circumstances and shall, if appropriate, give consideration to any amendment of the NGAP Agreements and the terms and conditions of such amendments.

## **11.7 Insurance**

Notwithstanding any other clause, each Party shall ensure that whenever reasonably practicable insurance is effected (whether by itself or by its contractors) to cover the occurrence of Events of Force Majeure, PROVIDED THAT such Events of Force Majeure are reasonably and practicably insurable.

## **12 Environmental law**

### **12.1 Environmental Requirements**

The Technology Recipient shall, in relation to the Project comply with all laws, rules, regulations, procedures, requirements and guidelines as required by the relevant authority relating to the protection and enhancement of the environment including without limitation to those pertaining to pollution, control and discharge of effluent and further incorporate appropriate mitigative, best standard practices in its planning, design and implementation works provided always that to the preservation and social implications of the water and air quality, soil, flora and fauna within the site of the Project is properly considered.

### **12.2 Precautionary Measures**

The Technology Recipient shall for the purposes of the foregoing, adopt, undertake and implement every precautionary and other measure necessary or expected to prevent any activity which may adversely affect the environment

## **13. Personal Data Protection Act 2010**

### **13.1 PDPA**

The Technology Recipient hereby undertakes with the Facilitator that:

- (a) the collection, processing, use and disclosure of any personal data or sensitive personal data (collectively "Personal Data") having the meaning ascribed under the Personal Data Protection Act 2010 ("PDPA") relating to the NGAP Agreements, shall be in compliance with all applicable provisions of PDPA and other privacy and data protection laws of Malaysia.

- (b) where the Confidential Information falls under the purview of PDPA, where the Technology Recipient has to process the Personal Data on behalf of the Facilitator, the Technology Recipient agrees and warrants:
- (i) to process the Personal Data on behalf of the Facilitator and in compliance with the Facilitator's instructions and the terms of the NGAP Agreements, and if it cannot comply for whatever reasons, it agrees to inform the Facilitator of its inability to comply, in which case the Facilitator is entitled to suspend the processing of the Personal Data;
  - (ii) that it has no reason to believe that there is any restriction applicable to it which may prevent it from complying with any instructions received from the Facilitator and fulfilling its obligations under the NGAP Agreements and that in the event of a change which is likely to have a substantial adverse effect on the warranties and obligations provided herein, it will promptly notify the Facilitator of such change as soon as it is aware, in which case the Facilitator is entitled to suspend the processing of the Personal Data;
  - (iii) that it will promptly notify the Facilitator of any request for disclosure of the Personal Data and any request relating to the Personal Data, received directly from data subjects or other requestors without responding to that request, unless it has been otherwise authorised to do so; and
  - (iv) ensure that the obligations of the Facilitator under PDPA are complied with, and that the Personal Data will not in the place be processed in any manner which, if the place is Malaysia, would be a contravention of PDPA; and that the Technology Recipient will at all times comply with PDPA. Where the place is a foreign jurisdiction, it shall comply with the privacy and data laws of that jurisdiction.

## 14 Notices

A notice or other communication including, but not limited to, a request, demand, consent or approval to or by a party to this Agreement:

- (a) must be in legible writing addressed as shown below:

if to the Facilitator:-

Address: A-2-2 & A-2-3, Level 2,  
157 Hampshire Place Office,  
No. 1 JalanMayang Sari,  
50450 Kuala Lumpur

Fax No. : 03-2166 8849

- (b) must be sent by delivery in person, by courier or prepaid registered post;
- (c) is deemed to be given by the sender and received by the addressee:
- (i) if by delivery in person, when delivered to the addressee; or
  - (ii) if by courier or prepaid registered post, 3 days from and including the date of postage; or

- (iii) if by facsimile transmission, with the receipt of a transmission confirmation slip indicating that the notice has been transmitted in its entirety to the receiver's facsimile number,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is deemed to be given at 9.00 am on the next Business Day; and

- (d) can be relied on by the recipient and the recipient will not be liable to any other person for any consequences of that reliance if the recipient believes it to be genuine, correct and duly authorised by the sender.