



General Terms & Conditions

----- Last Updated December 5th, 2023 -----

1. Zeno will submit invoice for Consultancy Fees, Operating expenses, Third Party Costs and Government service tax at the beginning of the month. Payment is due within 30 days of the date of issue. If either fees or expense bills are not settled by due date, Zeno reserves the right to levy an interest charge of 1% per month for each month thereon.
2. **Additional work** – Separate fees will be billed for all other incremental or ad hoc projects undertaken on behalf of the Client.
3. Any revisions to this General Terms & Conditions should be agreed by both parties in writing.
4. **Taxes** – Client shall reimburse Zeno for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Zeno's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Zeno's income.
5. **Compliance with Privacy Requirements** – Both parties shall comply with the Personal Data Protection Act 2010 ("PDPA") and all other applicable privacy laws and such other data protection laws as may be in force from time to time in any place which apply to the collection, storage, use and disclosure of any Data, among other things, comply with the provisions of Appendix 1.
6. **Termination** – Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than 1 month written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Zeno fees through the termination date and reimburse Zeno for expenses incurred through the termination date. In addition, Client shall either assume liability or pay Zeno for noncancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.
7. **Limitation of Liability.** Zeno's aggregate liability arising out of, or relating to, this agreement (whether in contract, tort or other legal theory) shall not exceed the amount of fees paid by Client to Zeno pursuant to this agreement. In no event shall Zeno be liable to client for any special, consequential, punitive or other indirect damages (including, but not limited to, lost revenues or profits), whether or not notified of such damages. This Section shall survive termination or expiration of this Agreement.
8. **Intellectual Property.** Unless specifically provided for in the SOW and paid for by Client, ZENO does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent ZENO from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing ZENO with respect to the Services, ZENO will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials ZENO creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by ZENO prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials ZENO considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals ZENO submits to Client that Client does not engage ZENO to implement. Upon Client's request, and at Client's expense, ZENO shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, including without limitation, present or future law, regulation or order, act of God, earthquake, flood, fire, epidemic, pandemic, accident, explosion, casualty, labor controversy, riot, civil disturbance, war or armed conflict, act or threat of terrorism (all, an "Event of Force Majeure"), except for the failure to pay any amounts due hereunder. Each party shall notify the other party in writing of an Event of Force Majeure and such other party's duties, covenants, obligations and responsibilities hereunder shall be suspended through the duration of such Event of



Force Majeure. If an Event of Force Majeure remains in effect for more than thirty days, such other party may terminate the affected SOW.

10. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, either party shall not, without the written consent of the other party, knowingly solicit (either directly or indirectly) any employee with whom the party came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event a party does so solicit and employ or engage any person so employed by the other party, that party shall pay the other party a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement of its recruitment and training costs.

11. Under this SoW Zeno shall provide advertising placement services through (insert the name of the channel(s) through which the Client's ad will be placed) and the parties acknowledge and agree that such services shall be subject to additional terms and conditions required by (insert the name of the channel(s) through which the Client's ad will be placed). Client agrees to review and be bound by such additional terms and conditions. In addition to Client's obligations under the Agreement, Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services or industry including any information, disclosures or requirements, which are imposed upon Client as a result of its business activities by any governmental, regulatory or oversight agency, body, tribunal or proceeding, whether within Malaysia or in any other territories jurisdiction. Client shall review all materials prepared by Zeno or that are intended for placement with or through (insert the name of the channel(s) through which the Client's ad will be placed) under the Agreement and this SoW to confirm that descriptions and representations, direct or implied, with respect to Client's organisation, products, services, industry and competitors are accurate, supportable and substantiated. Client shall furnish Zeno with adequate substantiation for all such descriptions or representations as Zeno may reasonably request.



Appendix 1 - Data Protection Addendum

SECTION 1 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Zeno, relating to data security, data protection and/or privacy, including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Zeno, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 2 GDPR Requirements

(1) Client, in its capacity as a Data Controller, shall:

- (i) Ensure that it has the lawful right to authorize Zeno to process Client Personal Data as contractually agreed or as instructed by the Client;
- (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data
- (iii) Ensure all instructions given by it to Zeno with respect to the Processing of Client Personal Data are compliant with Data Protection Law;
- (iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;
- (v) Document all orders, partial orders or instructions provided to Zeno. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;
- (vi) Immediately notify Zeno of any errors or irregularities found when reviewing the results of the processing;
- (vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and
- (viii) To the extent Client receives Personal Data of Zeno employees pursuant to the Agreement, Client will process such Personal Data in compliance with Zeno's instructions and Data Protection Law.

(2) Zeno, in its capacity as a Data Processor to Client, shall:

- (i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Zeno is subject. In such case, Zeno will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (ii) Ensure that persons authorized by Zeno to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Zeno shall not be responsible for the actions of subprocessors Client has selected and instructed Zeno to utilize with respect to the Processing of Client Personal Data;



- (iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;
 - (iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;
 - (v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Zeno shall notify the Client without undue delay on becoming aware of any Personal Data Breach in respect of Client Personal Data;
 - (vi) Maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Appendix and Data Protection Law;
 - (vii) Upon notice from Client, promptly delete or return all the Personal Data to Client that Zeno has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
 - (viii) Promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Zeno shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.
- (3) To the extent that Zeno Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.
- (4) To the extent that Client receives Personal Data from Zeno (e.g. Personal Data of Zeno employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Zeno's instructions from time to time.
- (5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.
- (6) Each party will notify the other party without delay upon becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.
- (7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.
- (8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Zeno, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.
- (9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law (including GDPR).
- (10) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Zeno shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Zeno shall be entitled to terminate the Agreement for cause. Client shall reimburse Zeno for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.
- (11) The Client acknowledges that Zeno uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the United Kingdom and European Economic Area (EEA). The Client consents to this transfer of Client Personal Data provided it is effected by way of Appropriate Safeguards. "**Appropriate Safeguards**" means such legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law from time to time.