

PETRONAS TECHNOLOGY CHALLENGE

OFFICIAL RULES

1. DEFINITIONS

- 1.1 In this Official Rules unless the context otherwise requires the following expressions shall have the meaning respectively assigned to them:

"Affiliate" means, with respect to a Party, any other person which, directly or indirectly, controls, is controlled by, or is under common control with such Party.

"Challenge" means the challenge(s)/competition(s) published at the Challenge Website.

"Challenge Website" means the official website for the Challenge with the domain name <https://www.petronas.com/innovation-petronas/tech-challenge>

"Confidential Information" means: -

- i. any information or document relating to processes, composition, formulae, methodologies, trade secrets, know how, drawings, designs, technical data, test and research reports, due diligence report and any other information including copies, reproductions, reprints and translations thereof, which is by its nature confidential; and
- ii. any information and/or material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by a Party as confidential regardless of whether these have been explicitly marked or tacitly identified as being confidential.

"Demonstration" means a demonstration by the Winning Respondent of the performance of their technology solution proposal by deploying or piloting their solution at a PETRONAS' or its Affiliates' designated asset(s).

"Entry" means an entry by Respondent in response to the Challenge consisting of the technology solution proposal of the Challenge.

“Intellectual Property Rights” means patent, know-how, copyright, industrial design, trade mark or service mark, Confidential Information, and Technology, whether registered or unregistered (including any application for registration) and any other intellectual property subsisting under law at any time, in any part of the world.

“Laws” means Malaysia’s laws and regulations and any international laws or regulations (where applicable).

“Official Rules” means these rules and regulations, and any amendments thereto.

“Party” means PETRONAS or Respondent, and collectively the **“Parties”**.

“Personal Data” means the Respondent’s name, image, information, trademarks, and any other personal data.

“PETRONAS” means Petroliaam Nasional Berhad (PETRONAS) with an address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia.

“Respondent” means any person or body who has submitted an Entry.

“Show Rights” shall mean (i) the right to use and disclose selected performance data and information of the Winning Respondent’s technology solution during the Demonstration; and (ii) the right to publicize the Winning Respondent’s involvement in the Challenge and its collaborative arrangement with PETRONAS in the Demonstration.

“Technology” means any invention or solution or proposal to a technical problem derived from science and engineering whether in the form of a product or a process including any technical information.

“Technology Validation” means the process of technology evaluation during the course of the Challenge to verify and confirm that the Technology performs effectively, efficiently and reliably in real-world conditions and/or simulated environments and therefore meets the published Challenge requirements and objectives.

“Winning Respondent” means the winning Technology which best satisfies the challenge requirement selected by PETRONAS subject matter experts during the assessment process.

1.2 In this Official Rules, unless the context otherwise requires:

1.2.1 Headings are for convenience only and do not affect interpretation.

1.2.2 A reference to:

- (a) a singular word includes the plural, and vice versa;
- (b) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (c) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (d) a Party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
- (e) anything (including a right, obligation or concept) includes each part of it;
- (f) a word which suggests one gender includes the other gender;
- (g) a clause or schedule is a reference to a clause of or a schedule to this Agreement; and
- (h) the words “include” and “including” are to be construed without limitation.

1.3 If the doing of any act, matter or thing under this Official Rules is dependent on the consent or approval of a Party or is within the discretion of a Party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the Party in its absolute discretion.

1.4 No provision of this Official Rules will be construed adversely to a Party on the ground that such Party was responsible for the preparation of this Official Rules or that provision.

2. BINDING AGREEMENT

2.1 By submitting an Entry to the Challenge, Respondent agrees to be bound by this Official Rules. Respondent is responsible for reading and understanding the Official Rules.

2.2 This Official Rules shall also incorporate the relevant parts of the PETRONAS Code of

Conduct and Business Ethics (and its Country Supplement(s)), PETRONAS Compliance Clauses, other applicable rules, policies, procedures, guidelines and requirements as updated by PETRONAS from time to time. These Official Rules shall be interpreted, construed and read together with any such applicable rules, policies, procedures, guidelines and requirement or any additional terms imposed by PETRONAS.

3. COMPLIANCE

- 3.1 Respondent shall be subjected to all applicable Laws and PETRONAS' Compliance Clauses. Any Entry made by Respondent which is prohibited or restricted by such Laws shall be void. Respondent shall be responsible to check any applicable Laws before participating in the Challenge. Respondent shall be solely responsible for abiding by Respondent's employer's policies, where applicable, regarding participation in the Challenge. Respondent may be subject to background screening if needed to assure compliance with this Clause.
- 3.2 PETRONAS reserves the right to conduct due diligence and verification process including Know Your Customer (KYC) exercise on the Respondent participated in the Challenge. Failure and non-participation in the due diligence process will result in termination of Respondent's participation and its Technology proposal submission from Challenge.

4. CHALLENGE OBJECTIVE

The objective of the Challenge is as published on the Challenge Website.

5. CHALLENGE TIMELINE

- 5.1 The commencement date and end date for the submission of Entries or any other timeline in respect of each Challenge, is as specified on the Challenge Website. The Challenge email address, techcomm@petronas.com.my, is the official timekeeping device for the Challenge.
- 5.2 The Challenge timeline is subject to change from time to time at the sole discretion of PETRONAS Late Entry submissions will not be entertained.

6. ELIGIBILITY

- 6.1 The Challenge is open only to entities who are able to form legally binding contracts under applicable law. Excluded are employees of PETRONAS and PETRONAS' Affiliates, and their immediate families. Immediate families mean any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step/grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother or step-sister. Respondent must disclose any actual or potential conflicts of interest with PETRONAS.
- 6.2 The eligibility requirements are subject to change from time to time at the sole discretion of PETRONAS.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Background IP means any Intellectual Property Rights used or provided by either Party, which have been in existence prior to and/or developed independently after the submission of Entry to Challenge. The Background IP rights shall remain the separate property of the Party making such Background IP rights available for the submission to the Challenge. Respondents must clearly declare any Background IP in their Entry and the owner(s) or rights holder of such Background IP.
- 7.2 By participating in the Challenge, Respondent does not grant PETRONAS any Intellectual Property Rights which subsist in Respondent's Entry.
- 7.3 Notwithstanding the above, by participating in the Challenge, Respondent grants PETRONAS a perpetual, royalty-free license to use the Respondent's Background IP as may be required by PETRONAS in connection with the Challenge (in any manner and in any medium including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture data storage, as PETRONAS may deem appropriate) without additional compensation. The use of such Background IP will only be used for the purposes of this Challenge.
- 7.4 In respect of any use of the Respondent's Intellectual Property Rights by PETRONAS and its Affiliates, the Respondent undertakes that it shall indemnify, defend and hold harmless

PETRONAS and its Affiliates against all claims, demands, suits, liabilities, costs, expenses (including legal fees), damages and losses suffered or incurred by PETRONAS and its Affiliates arising out of or in connection with any actual or alleged infringement of a third party's Intellectual Property arising out of PETRONAS' and of the Affiliates' use of the Respondent's Intellectual Property Rights.

- 7.5 The ownership of any Intellectual Property which are obtained or developed, created, written, prepared and discovered by or on behalf of PETRONAS or jointly for or during the Technology Challenge shall be further discussed by the Parties in a separate agreement.

8. CONFIDENTIAL INFORMATION

- 8.1 Respondent agrees that, except as expressly authorized in writing by PETRONAS, Respondent:

- (a) will not use or permit the use of PETRONAS' Confidential Information in any manner or for any purpose not expressly set forth in this Official Rules or directed by PETRONAS;
- (b) will effect and maintain adequate security measures to safeguard PETRONAS' Confidential Information from unauthorised access, use and/or misappropriation; and
- (c) will not disclose or publish any PETRONAS' confidential Information to any third party without first obtaining PETRONAS's express written consent on a case-by-case basis.

- 8.2 Notwithstanding the foregoing, it is understood that Respondent is free to use information that is generally known in the trade or industry, information that is not gained as a result of a breach of this Official Rules, and Respondent's own skill, knowledge, know-how, and experience. Confidential Information shall not include information that was known to Respondent prior to PETRONAS' disclosure hereunder (and can be demonstrated by written proof) or that becomes publicly available through no fault of Respondent.

- 8.3 By participating in the Challenge, Respondent represents and warrants that all information and Intellectual Property disclosed by Respondent is true and complete to the best of Respondent's knowledge and that Respondent has the right and authority to submit the aforesaid. Respondent further represents and warrants that the Respondent's Entry as a

whole: -

- (a) is the original work and representation of Respondent's capability;
- (b) does not violate or infringe Intellectual Property Rights of a third party;
- (c) does not contain malicious codes and other potentially harmful programs or information;
- (d) does not violate any applicable Laws; and
- (e) does not violate any confidentiality agreement with a third party.

8.4 Without prejudice to the foregoing, Respondent undertakes to disclose the owner/or rights holder of any third-party Intellectual Property used or reproduced, whether in part or otherwise, in Respondent's Entry.

9. CHALLENGE WEBSITE ACCOUNT

9.1 Respondent is required to set up an account in connection with the use of the Challenge Website. Respondent must not use a third party's account. When setting up an account, Respondent must supply accurate and complete information. Respondent is solely responsible for its account and everything that happens on its account. Respondent may not transfer its account to any third party. PETRONAS is not liable for any damages or losses caused by someone using Respondent's account without Respondent's permission.

9.2 Respondent is responsible for keeping their account name and password confidential. Respondent is also responsible for any account that Respondent has access to. Respondent will immediately notify PETRONAS of any unauthorized use of Respondent's account. PETRONAS is not responsible for any losses due to stolen or hacked passwords.

9.3 PETRONAS reserves the right to conduct periodic housekeeping to ensure efficiency, integrity, compliance and security of information available in the iG@P database.

10. ENTRY PROCEDURES & GUIDELINES

10.1 The procedures and guidelines on making an Entry shall be published at the Challenge

Website and are subject to change from time to time at the sole discretion of PETRONAS.

10.2 All Entries must be in English.

10.3 Respondent shall fully and frankly disclose to PETRONAS:

- (a) if there is any pre-existing contract Respondent may have with any third party, including Respondent's employer, in relation to Intellectual Property subsisting in an Entry; and
- (b) the identities of all parties who have contributed to Respondent's Entry.

10.4 PETRONAS will not accept responsibility for any error, omission, interruption, deletions, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access whether or not arising during operation or transmission as the result of server function, virus, bugs or other causes.

10.5 All submitted Entries will be scanned for viruses, worms, Trojan horses, malware and other harmful or destructive materials potentially residing therein and any Entries certified as infected by such material will be deleted immediately. Under those circumstances, PETRONAS reserves its right to disqualify the Respondent from the Challenge and to take any further action PETRONAS considers to be appropriate.

11. SUBMISSIONS & WINNING ENTRIES

11.1 Respondent may submit an Entry in the prescribed manner as specified at the Challenge Website. All entries must be received by PETRONAS before the end date for submission of Entries as published on the Challenge Website. Respondent shall bear all costs and expenses for its Entry.

11.2 PETRONAS shall shortlist Respondents with Entries, in PETRONAS' discretion, which best satisfy the Challenge requirements. PETRONAS may require such shortlisted Respondents to disclose Confidential Information and further details on the technology solution proposal. Shortlisted Respondents may be requested to perform Technology Validation at respondent's own cost and the site will be advised by PETRONAS.

11.3 The Winning Respondent(s):

- (a) may be granted an opportunity by PETRONAS to carry out a Demonstration:
 - (i) in this regard, the Winning Respondent and PETRONAS or its Affiliate may enter into a collaboration agreement upon terms and conditions to be mutually agreed;
 - (ii) the Winning Respondent agrees that the availability of the Demonstration opportunity and other forms of collaboration would be solely dependent on PETRONAS's decision and PETRONAS does not guarantee that the Winning Respondent will be granted such opportunities;
 - (iii) Winning Respondents (and shortlisted Respondents) shall bear all costs incurred and ancillary to the Demonstration,
- (b) may be granted Show Rights by PETRONAS which shall be exercised with written approval from PETRONAS.

11.4 PETRONAS reserves the right to disqualify any Entries at any stage where it has reasonable grounds to believe that Respondent has breached any of the terms and conditions of these Official Rules.

11.5 PETRONAS reserves the sole and absolute right and discretion to select the shortlisted Respondents and the Winning Respondent or withhold from shortlisting any Respondents or selecting any Winning Respondents.

12. SUSPENSION OF PARTICIPATION

12.1 PETRONAS, in its absolute discretion, reserves its right to suspend a Respondent's participation at any time and without notice if it believes that:

- (a) such Respondent has breached this Official Rules or any Laws;

- (b) such Respondent has acted in a way which is unlawful, or which may create liability for Respondent, PETRONAS, other Respondent, PETRONAS' internet service providers or any other supplier;
 - (c) PETRONAS is unable to verify any information provided by Respondent; or
 - (d) Any other grounds solely decided by PETRONAS.
- 12.2 Once suspended, PETRONAS may permanently delete Respondent's account and all the data associated with it, including Respondent's Entries.

13. NO RELATIONSHIP

Participation in this Challenge does not create an obligation on PETRONAS to negotiate or enter into any agreement in relation to an Entry with its Respondent. It is not the intention of the Parties to create nor shall this Official Rules be deemed or construed to create a legal partnership, joint venture, association, trust or fiduciary relationship or to authorize a Party to bring, or act as an agent, servant or employee of, the other.

14. LIABILITY

Respondent agrees to release, indemnify and hold harmless PETRONAS, from and against any and all, injuries, losses, damages, claims, actions and any liability of any kind (including solicitor's fees) resulting from or arising out of Respondent's Participation to this Challenge.

15. SEVERABILITY

If any provision or a term of this Official Rules is found to be void or unenforceable it shall to the extent of such invalidity or unenforceability be severed. Severance shall not affect any other provisions of these Official Rules.

16. WAIVER

Respondent waives all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages and solicitors' fees. The failure of PETRONAS to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision in that or any other instance.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 Respondent agrees that this entire Official Rules, shall be governed by and construed exclusively in accordance with the laws of Malaysia.
- 17.2 Any disputes, controversies or claims arising out of or relating to this Agreement (whether under contract or in tort), or the breach, termination or validity ("Dispute") thereof shall be first referred to the Parties' respective CEO or Senior Management. The Party intending to refer any Dispute to arbitration in accordance with Clause 17.2 shall first provide written notice to the other Party of the Dispute setting forth reasonable details and known particulars of the Dispute and its intention to commence arbitration proceedings in accordance with Clause 17.3 if the Dispute is not resolved by the CEO or Senior Management of the Parties. Should the CEO or Senior Management of the Parties fail to resolve the Dispute within forty-five (45) days after the receipt of the notice setting out the Dispute, either Party may commence arbitration proceedings in accordance with Clause 17.3 in respect of such Dispute.
- 17.3 Any disputes, controversies or claims arising out of or relating to these Official Rules, or the breach, termination or validity thereof which cannot be settled amicably, shall be referred for arbitration to the Asian International Arbitration Centre ("AIAC"), and shall be settled in accordance with the AIAC Rules of Arbitration in force at such time.
- 17.4 PETRONAS and Respondent shall nominate a single arbitrator and in the event the PETRONAS and Respondent cannot agree on the appointment of the arbitrator, then the arbitrator shall be appointed by the director for the time being of the AIAC. The language to be used in the arbitral proceedings shall be English.
- 17.5 The arbitration proceeding including the making of the award shall take place in Kuala Lumpur and the award of the arbitrator shall be final and binding upon the Parties.
- 17.6 Respondent agrees that all arbitration proceedings conducted hereunder and the decision of the arbitrator shall be kept confidential and not disclosed, except to Respondent's accountants, and lawyers and PETRONAS' Affiliates, accountants, and lawyers.
- 17.7 Any disputes, controversies or claims arising out of or relating to this Official Rules, or the breach, termination or validity thereof which cannot be settled amicably, shall be referred

for arbitration to the Asian International Arbitration Centre (“AIAC”), and shall be settled in accordance with the AIAC Rules of Arbitration in force at such time. Before referring the dispute to arbitration, the parties shall seek an amicable settlement of that dispute.

18. NOTICES

Any notice to Respondent will be effective when PETRONAS sends it to the last e-mail or physical address provided by Respondent or posted on the Challenge Website. Any notice to us will be effective when delivered to us via e-mail at techcomm@petronas.com.my.

19. BUSINESS CONDUCT

- 19.1 Respondent must comply with Parts II: Duties of Good Faith, Fidelity, Diligence and Integrity and Part III: Workplace Culture and Environment of the PETRONAS Code of Conduct and Business Ethics, the relevant sections of the Country Supplement, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by PETRONAS from time to time in the performance of their work or services for PETRONAS. A copy of the PETRONAS Code of Conduct and Business Ethics and Country Supplement can be obtained from <https://www.petronas.com/sites/default/files/uploads/downloads/CoBE/CoBE%202022.pdf>
- 19.2 Respondent must ensure that all Associated Persons who perform services or provide goods in connection with its technology proposal comply in all relevant part with the PETRONAS Code of Conduct and Business Ethics, Country Supplement, other applicable rules, regulations, policies, procedures, guidelines, and requirements as updated by PETRONAS from time to time.
- 19.3 From time-to-time, at the reasonable request of PETRONAS, Respondent shall confirm in writing that Respondent and the Associated Persons have complied with the obligations imposed upon in this Clause 19 and provide any information reasonably requested by PETRONAS in support of the compliance obligations.
- 19.4 In the event that Respondent and the Associated Persons refuse, fail and/or is negligent in complying with the provisions as stated in this Clause 19, PETRONAS may take any such action as deemed necessary including termination of Respondent’s participation in

the Challenge including disqualification of its Entry without any payment of compensation to the Respondent.

20. COMPLIANCE WITH CRITICAL LAWS

In this Clause 20 unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Applicable Laws and Regulations"	means with respect to any Person, any foreign, national, federal, state, local, municipal or other law, statute, constitution, resolution, ordinance, code, permit, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority and any orders, writs, injunctions, awards, judgments and decrees applicable to such Person or its Subsidiaries, their business or any of their respective assets or properties;
"Competition Authority"	means any Governmental Authority having jurisdiction in competition or antitrust matters under any competition or antitrust legislation in any country in which the Respondent carries on or intends to carry on business or where its activities may have an effect;
"Competition Laws"	means the Competition Act 2010 of Malaysia, and all Applicable Laws and Regulations that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, abuse of dominance, lessening of competition, engaging in cartel behaviour, price discrimination, predatory pricing, margin squeezing, impeding effective competition and restraint of trade or collusion;
"Data Processor"	Means a person who processes personal data solely on behalf of the Data User and does not process the personal data for his own personal purposes, or as similarly defined under the Personal Data Protection Act 2010 of Malaysia;
"Data Protection Legislation"	means the Personal Data Protection Act 2010 of Malaysia and all other Applicable Laws and Regulations relating to the processing of Personal Data and privacy including where applicable the guidance and codes of practice issued by the relevant Governmental Authority;
"Data Subject"	Means an individual who is the subject of personal data, or as similarly defined under the Personal Data Protection Act 2010 of Malaysia or GDPR or Data Protection Legislation;

"Data User"		Means a person who either alone or jointly or in common with the persons processes any personal data or has control over or authorizes the processing of any personal data, but does not include data processor, or as similarly defined under the Personal Data Protection Act 2010 of Malaysia or GDPR or Data Protection Legislation;
"GDPR"		means the European Union General Data Protection Regulation;
"Governmental Authority"		means any supranational, national, federal, state, provincial, municipal or local court, administrative body or other governmental or quasigovernmental entity or authority with competent jurisdiction exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, federal, state, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, judicial or arbitral authority or arbitral tribunal, whether domestic or foreign;
"PDPA"		the Malaysian Personal Data Protection Act 2010, the applicable regulations, subsidiary legislation, guidelines, orders related thereto and any statutory amendments or re-enactments made of the PDPA from time to time;
"Person"		means any natural person, corporation, limited liability company, trust, joint venture, association, partnership, governmental authority or other entity;
"Personal Data"		has the meaning given by the Personal Data Protection Act 2010 of Malaysia or GDPR and relates only to personal data of which the Data User has control and authority over the processing thereof, and in respect of which a Data Processor is required to perform its obligations under this Agreement;
"PETRONAS "		means the PETRONAS Group of Companies inclusive of PRSB;
"process" "processes" "processing"	or or	collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on the Personal Data, including (a) the organization, adaptation or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure or destruction of Personal Data;

collecting, recording, holding or storing Personal Data or carrying out any operation or set of operations on the Personal Data, **whether or not by automated means**, including (a) the organization, adaptation, **structuring** or alteration of Personal Data; (b) the retrieval, consultation or use of Personal Data; (c) the disclosure of Personal Data by transmission, transfer, dissemination or otherwise making it available; or (d) the alignment, combination, correction, erasure, **restriction** or destruction of Personal Data;

“Sanctions Laws”

means all Applicable Laws and Regulations concerning economic sanctions (including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted Persons, or the ability to engage in transactions with or involving specified Persons or countries, or any Applicable Law that threatens to impose economic sanctions on any Person for engaging in targeted behaviour) of any jurisdictions including

- i) the United Nations;
- j) Malaysia;
- k) the European Union;
- l) the United Kingdom (including those administered by Her Majesty's Treasury);
- m) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);

“Subsidiary(ies)”

means, with respect to a Person, (i) any corporation of which a majority of the securities entitled to vote generally in the election of directors or commissioners thereof, at the time as of which any determination is being made, are owned by such Person, either directly or indirectly, (ii) any joint venture, general or limited partnership, limited liability company or other legal entity in which such Person is the record or beneficial owner, directly or indirectly, of a majority of the voting interests or the general partner, or (iii) any variable interest entity Controlled by such Person or its Subsidiary.

20.1 **ANTI-BRIBERY AND CORRUPTION, ANTI-MONEY LAUNDERING**

20.1.1 The Respondent shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services in connection with this Agreement to comply, with all applicable anti-money laundering and anti-corruption laws, including but not limited to, the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, Malaysian

Anti-Corruption Commission Act 2009, the United Kingdom Bribery Act 2010 and U.S. Foreign Corrupt Practices Act of 1977, and regulations and any relevant anti-money laundering and/or anti-corruption policies and documents provided by PETRONAS (including the provisions of the PETRONAS Code of Business Ethics ("**CoBE**") relevant to PETRONAS third parties and Anti-Bribery and Corruption Manual ("**ABC Manual**")) and have in place adequate controls and procedures to prevent corruption. The latest versions of the CoBE and ABC Manual can be accessed from <https://www.petronas.com/sustainability/governance-and-ethics> as at August 2021. The Respondent also undertakes that it has conducted and will continue to conduct their businesses in compliance with all applicable anti-corruption laws and have instituted and maintained, and will continue to maintain all necessary measures / policies and procedures designed to promote and achieve compliance with all anti-corruption laws.

- 20.1.2 The Respondent must notify PETRONAS as soon as reasonably practicable (and in any event within 7 days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable anti-money laundering and anti-corruption laws.
- 20.1.3 If The Respondent breaches this Clause, PETRONAS shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with immediate effect. The Respondent shall hold PETRONAS harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by The Respondent, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.
- 20.1.4 Upon request in writing by PETRONAS, The Respondent shall within, 5 Business Days, provide PETRONAS with documentation evidencing compliance of its obligations under the applicable anti-corruption laws. If PETRONAS reasonably suspects that there is a breach of any obligation under this Clause, PETRONAS or a third party appointed by PETRONAS shall have the right to immediately access and take copies of all records and other information relating to this Agreement held at The Respondent's premises and meet with The Respondent's personnel to audit The Respondent's compliance with its obligations under this Clause and The Respondent shall provide all necessary assistance to the conduct of such audit by PETRONAS or such third party. If the audit reveals a breach of any obligations under this Clause and any applicable anti-corruption laws, The Respondent will bear the cost of such audit and any remedial actions necessary to ensure compliance with this Clause and indemnify and hold harmless PETRONAS in respect of such breaches.

20.2 **HUMAN RIGHTS**

20.2.1 The Respondent warrants and undertakes that it will take commercially reasonable efforts to abide by best practices aligned with the Applicable Laws and Regulations concerning human rights.

20.2.2 The Respondent further warrants and undertakes to immediately notify PETRONAS of all suspected or actual adverse human rights impact which it causes or has contributed to, whether directly or indirectly, and to remediate the adverse human rights impact including to provide adequate compensation or other appropriate remedy to the affected victims. Subsequently, The Respondent shall address the cause of the adverse human right impact so as to avoid further similar adverse impacts and provide to PETRONAS a summary of the remedial and preventive measures taken within 7 days from the first occurrence.

20.3 **PERSONAL DATA PROTECTION**

20.3.1 The Respondent represents, warrants and undertakes to fully comply with all Data Protection Legislation in processing Personal Data in connection with this Agreement.

20.3.2 the Respondent agrees to **immediately** notify PETRONAS of any complaint or request in relation to the Personal Data and/or where there has been an event of non-compliance with the Data Protection Legislation.

20.3.3 Where PETRONAS discloses any Personal Data to the Respondent, the Respondent shall:

- (a) employ appropriate safeguards to ensure compliance with the Data Protection Legislation, including the implementation of administrative, organisational, physical and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by PETRONAS;
- (b) only process the Personal Data for purposes relating to the Agreement and shall strictly comply with all directions given by PETRONAS in respect of the same;
- (c) not disclose the Personal Data to any third parties, or transfer any Personal Data without PETRONAS' prior written consent; and
- (d) procure any third party that processes the Personal Data on behalf of The Respondent to agree in writing to the same terms that the Respondent agrees to in this Clause 20.3.

20.3.4 The Respondent shall, at all times during and after the term of this Agreement, indemnify and keep indemnified PETRONAS and its Affiliates against all losses, damages, costs or expenses and other liabilities incurred by, awarded against or agreed to be paid by PETRONAS and/or its Affiliates and arising from the Respondent's breach of Data Protection Legislation or obligations under this Clause 20.3 except and to the extent that such liabilities have resulted directly from PETRONAS' (or its Affiliates) instructions, or breach of this Agreement by PETRONAS.

20.3.5 Respondent consents to PETRONAS' usage of the Respondent's Personal Data as may be required by PETRONAS in connection with the Challenge (in any manner and in any medium including, without limitation, radio broadcasts; newspapers and other publications; television or film releases; slides; videotape; distribution over the Internet; and picture data storage, as PETRONAS may deem appropriate) without additional compensation. The use of such Personal Data will only be for the purposes of this Challenge.

20.4 **SANCTIONS**

20.4.1 Each Party shall perform this Agreement in compliance with any applicable Sanctions Laws. No Party shall be obliged to perform any obligation under this Agreement if this would not be compliant with, would be in violation of, inconsistent with, or would expose either Party to punitive measures under any laws, regulations applicable to either Parties relating to Sanctions Laws.

20.4.2 Warranties

The Respondent warrants that The Respondent, its Affiliates and to the best of its knowledge, each of their respective directors, officers, employees, agents and representatives, are not:-

- (a) the target of any Sanctions Laws;
- (b) acting for the benefit of, or on behalf of, any person that is the target of any
- (c) acting for the benefit of, or on behalf of, any person that is the target of any Sanctions Laws; and
- (d) engaged and will not engage in any activity that would result in The Respondent becoming a target of Sanctions Laws.

20.4.3 Each Party warrants that all goods or services supplied under this Agreement shall not be used for:-

- (a) any activity that will or may facilitate the design, development, production, handling, usage, maintenance, storage, delivery of or in connection with weapons of mass destruction and its delivery system;

- (b) any terrorism activity; and
- (c) participation in transactions with persons engaged in such activities.

20.4.4 The Respondent undertakes to promptly notify PETRONAS in the event it is no longer able to comply with the warranties above. The Respondent shall fully indemnify PETRONAS, its directors, shareholders and employees for any losses arising from a breach of these warranties.

20.4.5 The Respondent shall promptly notify PETRONAS in the event it is no longer able to comply with the warranties above. The Respondent agrees to fully indemnify and hold PETRONAS harmless, its directors, shareholders and employees for any losses arising from a breach of these warranties.

20.4.6 The Respondent must notify PETRONAS **immediately** upon becoming aware that it or any of its affiliates is subject to any Sanctions Laws.

20.5 **EXPORT CONTROLS**

20.5.1 Each Party warrants to the other Party that all goods supplied under this Agreement shall not be used for any activities that will or may facilitate the design, development, production and delivery of or in connection with the weapons of mass destruction or any act of terrorism or any restricted activity under the Malaysian Strategic Trade Act 2010 (“**STA**”) or any other applicable export controls laws. Each Party fully indemnifies the other Party for any losses arising from the breach of the STA and/or any other applicable export controls laws.

20.5.2 Notwithstanding anything to the contrary contained herein, all obligations of the Parties are subject to prior compliance with export regulations applicable to each Party and such other related laws and regulations as may be applicable to each Party, and to obtaining all necessary approvals required by the applicable government entity. Each Party shall each use its reasonable efforts to obtain such approvals for its own activities. Each Party shall cooperate with the other Parties and shall provide assistance to the other Parties and access to its information as reasonably necessary to obtain any required approvals.

20.5.3 The Respondent must notify PETRONAS as soon as reasonably practicable (and in any event within 7 days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or

a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable export control laws. The Parties agree that upon request in writing by PETRONAS, The Respondent shall within, 5 Business Days, provide PETRONAS with documentation evidencing compliance of its obligations under the applicable export control laws.

20.6 **COMPETITION LAW**

20.6.1 The Respondent shall comply, and/or shall procure that its directors, employees, subcontractors, agents or other third parties who are performing services in connection with this Agreement to comply, with all applicable Competition Laws.

20.6.2 The Respondent agrees to promptly notify PETRONAS of any suspected or occurrence of infringement of any Competition Laws in connection with this Agreement. PETRONAS reserves the right to suspend indefinitely or terminate this Agreement without any liability howsoever with written notice with immediate effect in the event of notification of suspected or actual infringement of Competition Laws.

20.6.3 If The Respondent breaches this Clause, PETRONAS shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with immediate effect. The Respondent shall hold PETRONAS harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by The Respondent, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.

20.6.4 The Respondent must notify PETRONAS as soon as reasonably practicable (and in any event within 7 days) upon becoming aware of any fact that causes or constitutes a material breach of any of its representations and warranties under this Clause or a conviction by a court of competent jurisdiction or an agreement to be entered into with any Governmental Authority in respect of the applicable Competition Laws.

20.7 **INDEMNITY**

Without prejudice to any other rights and remedies to which PETRONAS may have recourse in law, The Respondent undertakes and agrees that it will at all times hereinafter indemnify and keep it indemnified fully and effectively against all claims, proceedings, actions, loss or damage, costs and expenses and other liabilities which they may directly or indirectly suffer

or sustain as a result of or in connection with any misrepresentations contained in or any breach of any of the representations, warranties and undertakings of The Respondent set out in this Clause 20. The indemnity shall remain in full force and effect for the entire duration of this Agreement and shall survive the termination of this Agreement.

21. ENTIRE AGREEMENT AND SEVERANCE

21.1 Each Party confirms that this Agreement represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto.

21.2 Each Party confirms that:

21.2.1 in entering this Technology Challenge, it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out or referred to in these Official Rules; and

21.2.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Technology Challenge are under these Official Rules.

21.3 In the event that any part (including any sub-clause or part thereof) of these Official Rules shall be void or unenforceable by reason of any applicable law, it shall be deleted and the remaining parts of these Official Rules shall continue in full force and effect and if necessary, both Parties shall use their best endeavours to agree on any amendments to the Official Rules necessary to give effect to the spirit of this Official Rules.

22. GENERAL

22.1 PETRONAS shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Entry or participation in the Challenge which

cannot be excluded by law.

- 22.2 PETRONAS is neither responsible nor liable for any late, lost or misdirected entries and all entries are deemed to be received the time of receipt of the web entry into the Challenge database and not the time of transmission by Respondent. PETRONAS, subject to law, assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 22.3 If there is a dispute as to the identity of Respondent, PETRONAS reserves the right, in its sole discretion, to clarify the identity of Respondent including but not limited to requesting proof of identity in the form of company registry extracts and passport numbers.
- 22.4 PETRONAS reserves the right to amend, modify, add or delete any portion this Official Rules at any time. Any changes shall be effective upon the publishing of this Official Rules, with such changes, at the Challenge Website.
- 22.5 PETRONAS will not be responsible for typographical, printing or other inadvertent errors in these Official Rules, Challenge Website or in other materials relating to the Challenge.