

**PETRONAS TECHNOLOGY MARKETPLACE**  
**OFFICIAL RULES**

**1. DEFINITIONS**

- 1.1 In these 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.

For the purposes of this Official Rules, “control” means, in relation to a person: (a) holding or controlling, directly or indirectly a majority of the voting rights exercisable at shareholders meetings (or the equivalent), (b) having directly or indirectly, the right to appoint, or remove directors holding a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent), or (c) having directly or indirectly the ability to exercise decisive influence over the management and policies of that Party, whether through the ownership of shares, by contract or otherwise.

**“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.

**"iG@P Platform"** means the online platform managed by PETRONAS that encompasses both the webpage containing information and communication materials related to Innovation Gateway@PETRONAS (iG@P) crowdsourcing programs and the official portal for receiving and assessing technology submissions from technology providers for Technology Marketplace and Technology Challenge accessible at

<https://www.petronas.com/innovation-petronas/>.

**“iG@P Tech Catalogue”** means a section within iG@P Platform that publishes the Technology proposals and is accessible by PETRONAS internal users for the purpose of finding suitable technology solutions to address their operational pain points.

**“Intellectual Property Rights”** means patent, know-how, copyright, industrial design, trademark or service mark, Confidential Information, Technology, and/or any other intellectual property rights as may now exist or hereafter becomes into existence, whether registered or unregistered (including any application for registration) and 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 Technology Provider, and collectively the **“Parties”**.

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

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

**“Technology Marketplace”** means a section within iG@P Platform where Technology proposal can be submitted by Technology Provider.

**“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 Provider”** means any external entity that submitted their Technology proposal to Technology Marketplace and are able to form legally binding contracts under

applicable law.

**“Problem Statement”** means a focused area of operational pain points, identified by PETRONAS internal user(s) and published in the iG@P Platform under the “Ongoing Demands” section, with a clear defined technical requirements necessary for its resolution.

**“Open Submission”** means a technology proposal that is submitted without being tagged to any Problem Statements in Technology Marketplace.

1.2 In these 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 these 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 these Official Rules will be construed adversely to a Party on the ground that such Party was responsible for the preparation of these Official Rules or that provision.

## **2. BINDING AGREEMENT**

- 2.1 By submitting a Technology proposal to the Technology Marketplace, Technology Provider has agreed to be bound by these Official Rules. Technology Provider is responsible for reading and understanding the Official Rules.
- 2.2 These Official Rules shall also incorporate the relevant parts of the PETRONAS Code of Conduct and Business Ethics (and its Country Supplement(s)) as per Clause 17, PETRONAS Compliance Clauses as per Clause 18, 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 requirements or any additional terms imposed by PETRONAS.

## **3. COMPLIANCE TO LAWS**

- 3.1 Technology Provider shall be subject to all applicable Laws and PETRONAS Compliance Clauses as per Clause 18 below. The Technology Provider warrants and undertakes that the Technology and Technology submission made by Technology Provider comply with the Laws binding on the Technology Provider. Technology Provider shall be responsible to check any applicable Laws before participating in the Technology Marketplace. The Technology Provider shall be solely responsible for abiding by its employer's policies, here applicable, regarding participation in the Technology Marketplace.
- 3.2 PETRONAS reserves the right to conduct due diligence and verification process including Know Your Customer (KYC) exercise on the Technology Provider. Failure and non-participation in the due diligence process will result in termination of Technology Provider's participation and its Technology proposal submission from Technology Marketplace.

#### **4. TECHNOLOGY MARKETPLACE'S OBJECTIVE**

Technology Marketplace serves as a platform for Technology Provider to submit their Technology that may be of value to PETRONAS. The platform aims to provide opportunity for Technology Provider to showcase their Technology solution and to assist PETRONAS internal users to resolve their operational pain points.

#### **5. ELIGIBILITY**

- 5.1 Submission of Technology proposal to Technology Marketplace is open to entities who are able to form legally binding contracts under applicable law.
- 5.2 The eligibility requirements are subject to change from time to time at the sole discretion of PETRONAS.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Background Intellectual Property 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 on Technology Marketplace. The Background Intellectual Property rights shall remain as the separate property of the Party making such Background Intellectual Property rights available for the Technology submission through Technology Marketplace. Technology Provider must clearly identify any Background Intellectual Property included in their Technology proposal and the owner(s) and/or rights holder(s) of such Background Intellectual Property.
- 6.2 By submitting its Technology, Technology Provider grants PETRONAS a perpetual, royalty free license to use the Technology Provider's Background Intellectual Property as may be required by PETRONAS in relation to its use. The use of such Background Intellectual Property will only be for the purposes of the Technology proposal.
- 6.3 The Technology Provider agrees that its Intellectual Property (including its name, its logo, the address, a brief description and any images or visual representations) may be published online by PETRONAS on Technology Marketplace, so that the Technology Provider can be

identified on such online platform.

- 6.4 The Technology Provider does not have any rights whatsoever to use or avail itself to any Intellectual Property rights of PETRONAS, including any domains or similar domain names. The Technology Provider represents, warrants and undertakes that the use by PETRONAS of the Intellectual Property Rights of the Technology Provider, including the name, logo and/or image of the Technology Provider shall not infringe the Intellectual Property Rights of any third party.
- 6.5 In respect of future use of the Technology Provider's Intellectual Property Rights by PETRONAS and its Affiliates, the Technology Provider further 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 Rights arising out of PETRONAS' and of the Affiliates' use of the Technology Provider's Intellectual Property Rights.
- 6.6 The Technology Provider represents and warrants that all information and Intellectual Property Rights disclosed in the Technology proposal is true, complete, and does not violate any third-party rights. Technology Provider further represents and warrants that the Technology Provider has the right and authority to submit the aforesaid and that the submission as a whole:
- (a) Does not contain malicious codes and other potentially harmful programs or information;
  - (b) Comply with all Laws;
  - (c) Maintain all necessary licenses, permissions and consents (including, without limitation, any consumer protection, personal data protection, import and export, health and safety legislation and/or regulations) in relation to the performance of its technology; and
  - (d) Does not violate any confidentiality agreement with any third party.

- 6.7 The Technology Provider represents, warrants and undertakes that:
- (a) Its Technology proposal is submitted with all due care, skill and diligence; and
  - (b) Its Technology is: (i) functional; (ii) meets the industry standards and (iii) compliant with all applicable Laws.
- 6.8 The Technology Provider shall indemnify PETRONAS, its Affiliates, employees and agents against any loss suffered by PETRONAS and its Affiliates arising from the actions or omissions of the Technology Provider in connection with these Official Rules, including, without limitation, any breach by the Technology Provider of the warranties in this Clause.

## **7. TECHNOLOGY MARKETPLACE ACCOUNT**

- 7.1 Technology Provider is required to set up an account in connection with the use of iG@P Platform. Technology Provider must not use a third party's account without permission. When setting up an account, Technology Provider must provide accurate and complete information. Technology Provider is solely responsible for its account and everything that happens to its account. Technology Provider shall protect its account log-in information and report any unauthorized use of its account to PETRONAS immediately. Technology Provider may not transfer its account to any third party. PETRONAS is not liable for any damages or losses caused by someone using Technology Provider's account without Technology Provider's permission.
- 7.2 Technology Provider is responsible for keeping your account name and password confidential. Technology Provider will immediately notify PETRONAS of any unauthorized use of Technology Provider's account. PETRONAS is not responsible for any losses due to stolen or hacked passwords.
- 7.3 PETRONAS reserves the right to conduct periodic housekeeping to ensure efficiency, integrity, compliance and security of information available in the iG@P database.

## **8. TECHNOLOGY PROPOSAL SUBMISSION GUIDELINES**

- 8.1 The guidelines for submitting a Technology proposal are published on the iG@P Platform and are subject to change from time to time at the sole discretion of PETRONAS.
- 8.2 Problem Statement will be published and updated in the iG@P Platform from time to time as reference for Technology Provider to submit Technology proposals. If none of the Problem Statement is applicable for the intended Technology proposals, Technology Provider may opt to submit the Technology proposal under the “Open Submission” category. Technology Provider shall submit Technology proposals in the prescribed manner as specified in the Technology Marketplace.
- 8.3 Technology Provider must fully disclose any pre-existing contracts relating to Intellectual Property Rights and the identities of all parties who have contributed to the Technology proposal.
- 8.4 Technology Provider represents that their submissions do not contain confidential information. By submitting a Technology proposal, Technology Provider acknowledges and accepts that any information marked as confidential will be considered non-confidential and may be used in accordance with PETRONAS' policies.
- 8.5 Submission of Technology proposal on the Technology Marketplace does not entail any fees. In the event that costs or expenses are required to prove the Technology during the assessment process, it shall be borne solely by the Technology Provider.
- 8.6 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 outside PETRONAS' control.
- 8.7 All submitted Technology proposals will be scanned for viruses, worms, Trojan horses, malware and other harmful or destructive materials potentially residing therein and any Technology proposal certified as infected by such material will be deleted immediately. Under those circumstances, PETRONAS reserves its right to terminate the Technology Provider from Technology Marketplace and to take any further action PETRONAS considers to



be appropriate. All Technology proposal submission must be in English. Should the attachments be non-English, Technology Provider shall include an English copy as reference.

## **9. ASSESSMENT AND PUBLICATION OF TECHNOLOGY**

- 9.1 Technology proposals submitted from external entities on Technology Marketplace are subjected to PETRONAS internal assessment process. All submitted proposals will be pre-screened for completeness of information, duplications of submissions, Technology Provider eligibility and compliance, and any criteria deemed necessary.
- 9.2 PETRONAS reserves the rights to amend any parts of the Technology proposal content for the purpose of maintaining the accuracy and reliability of information, or for any other reasons deemed necessary by PETRONAS.
- 9.3 Technology proposals submitted for the respective “Problem Statement” shall be subjected to PETRONAS assessment process. The duration of the assessment process varies depending on factors such as the thoroughness of the information provided, the complexity of the Technology proposal, the speed of responses to clarification, and internal demand for the submitted proposal. Technology proposals submitted under the “Open Submission” category may only be assessed at any point of time in which there is demand, at PETRONAS’ discretion.
- 9.4 If additional supporting information is needed during the assessment process, the Technology Provider may be contacted via the Clarification section in iG@P Platform. Technology Provider shall respond to these clarifications within the specified timeline provided by the assessors.
- 9.5 Technology Provider may receive notifications at every stage of the process, from submission to the assessment outcome. Official system notifications will be automatically sent via the [service.igap@petronas.com.my](mailto:service.igap@petronas.com.my) email address. PETRONAS is neither responsible nor liable in the event of failure to receive email notifications.
- 9.6 PETRONAS reserves the absolute right, at its sole discretion, to reject, disregard, or take no further action on any submission received through the Technology Marketplace, without

any obligation to provide reasons or feedback to the Technology Provider.

- 9.7 The successful Technology proposals may be made accessible to PETRONAS internal users and published in the iG@P Tech Catalogue.
- 9.8 Technology Provider shall update its technology proposal submission, specifically on Certifications, Publications, Intellectual Property, Deployment Records, and Supporting Documents, to ensure the latest relevant information are reflected in the iG@P Tech Catalogue.
- 9.9 PETRONAS reserves the right to reassess Technology proposals submitted by Technology Provider at any stage at PETRONAS' sole discretion.
- 9.10 If there is interest in a Technology listed in the iG@P Tech Catalogue, PETRONAS and/or its Affiliates may reach out to the Technology Provider. Should there be potential for deployment, the respective internal users will establish further processes in accordance with the procurement procedure.
- 9.11 For the avoidance of doubt, nothing in these Official Rules shall imply (expressly or otherwise) the commitment by PETRONAS to place a minimum order or provide job opportunities or technology deployment opportunities to the Technology Provider.
- 9.12 PETRONAS prohibits any media publication regarding the outcome of the assessments conducted in the Technology Marketplace, as these assessments are solely intended for PETRONAS internal purposes and do not constitute any form of qualification or certification.

## **10. SUSPENSION**

- 10.1 PETRONAS shall have the absolute right to temporarily suspend or permanently terminate Technology Provider's account on the iG@P Platform at its sole discretion.
- 10.2 PETRONAS shall have the right to temporarily or permanently delist Technology Provider's submitted Technology from the Technology Catalogue at its sole discretion.
- 10.3 For the avoidance of doubt, any suspension shall not result in the termination of the Official Rules, the provisions of which shall remain fully applicable.

## **11. NO RELATIONSHIP**

- 11.1 Technology Provider's submission of its Technology proposal on the Technology Marketplace does not create an obligation on PETRONAS to negotiate or enter into an agreement in relation to a Technology proposal with the Technology Provider. It is not the intention of the Parties to create nor shall these 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.
- 11.2 The Technology Provider acknowledges and accepts that the Technology Marketplace is NOT an invitation to bid and the Technology Provider's submission does not constitute a binding commitment from PETRONAS to include the Technology Provider in any future tender exercise and/or enter into any contractual relationship with PETRONAS or any of its entities. The information requested by PETRONAS is intended solely for its preliminary planning and estimation purposes. PETRONAS reserves the absolute right, at its sole discretion, to reject, disregard, or take no further action on any submission received through the Technology Marketplace, without any obligation to provide reasons or feedback to the Technology Provider.
- 11.3 PETRONAS shall not be liable for any costs, expenses, or losses incurred by the Technology Provider in connection with its submission or participation in the Technology Marketplace. The Technology Provider further waives any and all claims, actions, or remedies against PETRONAS and its entities arising out of or in connection with the submission or the Technology Marketplace.

## **12. LIABILITY**

- 12.1 Technology Provider agrees to release, indemnify, and hold harmless PETRONAS and/or its Affiliates from and against any and all, injuries, losses, damages, claims, actions and any liability of any kind (including solicitor's fees) resulting from Technology Provider's participation through its submission on the Technology Marketplace.
- 12.2 PETRONAS will under no circumstances whatever be liable to the Technology Provider, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with

these Official Rules, nor for any suspension and/or termination arising out of these Official Rules.

### **13. SEVERABILITY**

- 13.1 If any provision of these 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.

### **14. WAIVER**

- 14.1 Technology Provider 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.

### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1 Technology Provider agrees that this entire Official Rules, shall be governed by and construed exclusively in accordance with the laws of Malaysia.
- 15.2 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 15.2 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 15.3 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 15.3 in respect of such Dispute.
- 15.3 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.

- 15.4 PETRONAS and Technology Provider shall nominate a single arbitrator and in the event the PETRONAS and Technology Provider 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.
- 15.5 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.
- 15.6 Technology Provider agrees that all arbitration proceedings conducted hereunder and the decision of the arbitrator shall be kept confidential and not disclosed, except to a Technology Provider's accountants, and lawyers and PETRONAS' Affiliates, accountants, and lawyers.

## **16. NOTICES**

Any notice to Technology Providers will be considered effective when PETRONAS sends it via email or through the Clarification section in iG@P Platform provided by the Technology Provider during technology submission. Similarly, any notice to PETRONAS will be considered effective when delivered via email to [tech.marketplace@petronas.com.my](mailto:tech.marketplace@petronas.com.my). PETRONAS is neither responsible nor liable in the event of failure to receive email notifications.

## **17. BUSINESS CONDUCT**

- 17.1 Technology Provider 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.p>

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- 17.2 Technology Provider must ensure that all Associated Persons who perform services or provide goods in connection with its Technology proposal comply in all relevant parts 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.
- 17.3 From time-to-time, at the reasonable request of PETRONAS, Technology Provider shall confirm in writing that Technology Provider and the Associated Persons have complied with the obligations imposed upon in this Clause 17 and provide any information reasonably requested by PETRONAS in support of the compliance obligations.
- 17.4 In the event that Technology Provider and the Associated Persons refuse, fail and/or is negligent in complying with the provisions as stated in this Clause 17, PETRONAS may take any such action as deemed necessary including termination of Technology Provider's participation in Technology Marketplace including the removal of its Technology proposal submission without any payment of compensation to Technology Provider.

## 18. COMPLIANCE WITH CRITICAL LAWS

In this Clause 18 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 Technology Provider carries on or intends to carry on business or where its activities may have an effect;

<b>"Competition Laws"</b>	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;
<b>"Data Processor"</b>	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;
<b>"Data Protection Legislation"</b>	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;
<b>"Data Subject"</b>	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;
<b>"Data User"</b>	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;
<b>"GDPR"</b>	means the European Union General Data Protection Regulation;
<b>"Governmental Authority"</b>	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;

<b>"PDPA"</b>		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;
<b>"Person"</b>		means any natural person, corporation, limited liability company, trust, joint venture, association, partnership, governmental authority or other entity;
<b>"Personal Data"</b>		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;
<b>"PETRONAS "</b>		means the PETRONAS Group of Companies inclusive of PRSB;
<b>"process"</b> <b>"processes"</b> <b>"processing"</b>	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, <u><b>whether or not by automated means,</b></u> including (a) the organization, adaptation, <u><b>structuring</b></u> 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, <u><b>restriction</b></u> or destruction of Personal Data;
<b>"Sanctions Laws"</b>		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 the United Nations; Malaysia; the European Union; the United Kingdom (including those administered by Her Majesty's Treasury); 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.

## 18.1 **ANTI-BRIBERY AND CORRUPTION, ANTI-MONEY LAUNDERING**

18.1.1 Technology Provider 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. Technology Provider 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.

18.1.2 Technology Provider 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.

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

18.1.4 Upon request in writing by PETRONAS, Technology Provider 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 Technology Provider's premises and meet with Technology Provider's personnel to audit Technology Provider's compliance with its obligations under this Clause and Technology Provider 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, Technology Provider 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.

## 18.2 **HUMAN RIGHTS**

18.2.1 Technology Provider 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.

18.2.2 Technology Provider 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, Technology Provider 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.

### 18.3 **PERSONAL DATA PROTECTION**

18.3.1 Technology Provider represents, warrants and undertakes to fully comply with all Data Protection Legislation in processing Personal Data in connection with this Agreement.

18.3.2 Technology Provider 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.

18.3.3 Where PETRONAS discloses any Personal Data to Technology Provider, Technology Provider 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 Technology Provider to agree in writing to the same terms that Technology Provider agrees to in this Clause 18.3.

18.3.4 Technology Provider 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 Technology Provider's breach of Data Protection Legislation or obligations under this Clause 18.3 except and to the extent that such liabilities have resulted directly from PETRONAS' (or its Affiliates) instructions, or breach of this Agreement by PETRONAS.

18.3.5 Respondent consents to PETRONAS' usage of Technology Provider's Personal Data as may be required by PETRONAS in connection with the Marketplace (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 Marketplace.

#### 18.4 **SANCTIONS**

18.4.1 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.

##### 18.4.2 Warranties

Technology Provider warrants that Technology Provider, 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 Technology Provider becoming a target of Sanctions Laws.

18.4.3 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.

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

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

18.4.6 Technology Provider must notify PETRONAS **immediately** upon becoming aware that it or any of its affiliates is subject to any Sanctions Laws.

## 18.5 **EXPORT CONTROLS**

18.5.1 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.

18.5.2 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.

18.5.3 Technology Provider 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, Technology Provider shall within, 5 Business Days, provide PETRONAS with documentation evidencing compliance of its obligations under the applicable export control laws.

## 18.6 **COMPETITION LAW**

18.6.1 Technology Provider 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.

18.6.2 Technology Provider 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.

18.6.3 If Technology Provider breaches this Clause, PETRONAS shall be fully entitled to terminate the Agreement without any liability howsoever with written notice with

immediate effect. Technology Provider shall hold PETRONAS harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this Clause by Technology Provider, its directors, employees, subcontractors and/or agents who are performing services in connection with this Agreement.

18.6.4 Technology Provider 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.

#### 18.7 **INDEMNITY**

Without prejudice to any other rights and remedies to which PETRONAS may have recourse in law, Technology Provider 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 18. The indemnity shall remain in full force and effect for the entire duration of Technology Provider's participation and shall survive the termination of Technology Provider's participation.

### 19. **ENTIRE AGREEMENT**

19.1 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.

19.2 Each Party confirms that:

19.2.1 in entering into this Agreement it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out or referred to in this Agreement; and

19.2.2 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 Agreement are under this Agreement.

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

## **20. GENERAL**

20.1 PETRONAS shall not be liable for any loss or damage whatsoever which is (including but not limited to indirect suffered by Technology Provider in connection with the iG@P Platform and its Technology Marketplace.

20.2 PETRONAS is not responsible for any errors or omissions in these Official Rules or the iG@P Platform.

20.3 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 submission in the Technology Marketplace which cannot be excluded by law.

20.4 PETRONAS is neither responsible nor liable for any late, lost or misdirected submission and all submission are deemed to be received the time of receipt of the web entry into the Technology Marketplace database and not the time of transmission by Technology Provider. 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 Technology proposal.



- 20.5 If there is a dispute as to the identity of Technology Provider, PETRONAS reserves the right, in its sole discretion, to determine the identity of Technology Provider including but not limited to requesting proof of identity in the form of company registry extracts and passport numbers.

PETRONAS reserves the right to amend, modify, add or delete any portion of these Official Rules at any time. Any changes shall be effective upon the publishing of these Official Rules, with such changes, at the iG@P Website.

- 20.6 PETRONAS will not be responsible for typographical, printing or other inadvertent errors in these Official Rules, iG@P Platform or in other materials relating to the Technology Marketplace.

END OF SECTION