

CONFIDENTIALITY AGREEMENT

BETWEEN

PENGERANG LNG (TW0) SDN. BHD
(Registration Number: 201201012474 (985991-U))

AND

BIDDER

BETWEEN

PENGERANG LNG (TWO) SDN. BHD. (Registration Number: 201201012474 (985991-U)), a company incorporated under the laws of Malaysia and having its registered office at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia (“**PLNG2B**”);

and

BIDDER as listed in Appendix 1.

PLNG2SB and BIDDER are hereinafter each referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. PLNG2SB owns, operates and maintains onshore liquified natural gas (“LNG”) regasification terminal in Pengerang, Johor, Malaysia whose business activities include, inter alia, LNG regasification, storage and gassing up cooling down.
- B. BIDDER is as per Appendix 1.
- C. Parties wish to enter into this Agreement relating to the disclosure of Confidential Information by the Disclosing Party to the Receiving Party. The purpose of this Agreement is pursuant to PLNG2SB conducting a Non-Binding Expression of Interest (“EOI”) for the provision of proposed additional LNG storage tank in Pengerang, Johor, Malaysia on a long-term commercial lease arrangement.
- D. Parties are willing, subject to the terms of this Agreement, to disclose Confidential Information to each other in connection with the Purpose and the Receiving Party is willing to receive and keep such Confidential Information confidential in accordance with the terms and conditions of this Agreement.
- E. This Agreement shall bind the Parties and its Related Persons in confidence and prevent the Parties from disclosing the Confidential Information except in accordance with this Agreement, or from using the Confidential Information for reasons other than carrying out the Purpose.

IN CONSIDERATION OF THE COVENANTS AND UNDERTAKINGS MADE BY AND BETWEEN THE PARTIES HERETO, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words and phrases in this Agreement

shall have the meaning given below or as ascribed in the provision to which a reference is made:

- “Affiliate”** shall mean, with respect to any person or entity, any other person or entity which directly or indirectly, controls or is controlled by, or is under common control with, that person or entity, where control is (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or (b) a right to appoint the majority of the directors of the entity;
- “Business Day”** shall mean any day (other than a Saturday, Sunday and public holiday) when banks are open for the transaction of domestic business in Kuala Lumpur, Malaysia;
- “Confidential Information”** shall mean (a) all information of whatever nature relating wholly or partly to the Purpose or the Disclosing Party which is supplied to the Receiving Party or its Related Persons by or on behalf of the Disclosing Party in writing, orally or otherwise; (b) any information obtained by the Receiving Party or its Related Persons in writing or orally, through discussions with the Disclosing Party or its Related Persons; (c) any information acquired by observation by the Receiving Party or its Related Persons at the offices or other premises of the Disclosing Party or its Related Persons related to the Purpose or to the affairs of the Disclosing Party or its Affiliates; and (d) any reports, analyses, compilations, studies or other documents prepared by, on behalf of or for the Receiving Party which contain, derive from or otherwise reflect any information described in (a), (b) and (c) above;
- “Disclosing Party”** shall mean a Party disclosing any Confidential Information;
- “Purpose”** shall mean pursuant to PLNG2SB conducting a Non-Binding Expression Of Interest (“EOI”) for the provision of proposed additional LNG storage tank in Pengerang, Johor, Malaysia on a long-term commercial lease arrangement.
- “Receiving Party”** shall mean a Party receiving any Confidential Information; and

“Related Persons”

in respect of a Party, shall mean its Affiliates and its and each of its Affiliates’ shareholders, directors, employees, advisers, agents and consultants.

1.2 In this Agreement, unless the context requires otherwise:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any corporation or other body corporate, partnership, association, authority, two or more persons having a joint or common interest, or any other legal or commercial entity or undertaking;
- (e) a reference to a party to a document includes that party's successors and permitted assigns;
- (f) references to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) references to a “person” shall be construed so as to include any individual, firm, company, body, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- (h) any part of speech or grammatical form of a word or phrase defined in this Agreement has a corresponding meaning;
- (i) a reference to any statute, statutory provision, rule, regulation, directives, orders or by-laws refers to the same as from time to time amended, extended or re-enacted and shall include all subsidiary instruments made thereunder;
- (j) no rule of construction applies to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it or because this Agreement or any provision hereof is inconsistent with any prior draft of this Agreement or of such provision;
- (k) where the day on or by which anything is to be done is not a Business Day in the place in which that thing is to be done, then that thing shall be done on the immediately following Business Day;
- (l) a Clause, Item, Party, Schedule or Annexure is a reference to a clause and item of, and a party, schedule and annexure to, this Agreement (unless the context otherwise requires). The recitals and schedules to this Agreement shall be deemed to form an integral part of this Agreement;

- (m) the words “hereof”, “hereto”, “herein” and “hereunder”, and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision (unless the context otherwise requires);
- (n) a period of days from the occurrence of an event or the performance of any act or thing shall be deemed to exclude the day on which the event happens or the act or thing is done or to be done (and shall be reckoned from the day immediately following such event or act or thing); and
- (o) references to times of day are to Malaysian time.

2. CONFIDENTIALITY OBLIGATION

- 2.1 In consideration of the Disclosing Party agreeing to supply Confidential Information to the Receiving Party for the Purpose and entering into discussions with the Receiving Party relating to the Purpose, the Receiving Party:
 - (a) acknowledges that the Confidential Information is confidential and is received under a duty of confidentiality to the Disclosing Party;
 - (b) shall keep the Confidential Information secret and strictly confidential;
 - (c) shall not disclose or distribute any Confidential Information or otherwise make it available to any person without the prior written consent of the Disclosing Party, which may be withheld in the Disclosing Party’s absolute discretion, other than as permitted under Clause 3.2.
- 2.2 The Receiving Party agrees to use the Confidential Information solely for the Purpose and not for any other purpose.
- 2.3 The Receiving Party shall keep and shall procure that any person to whom Confidential Information is disclosed in accordance with Clause 3.2 shall keep, the Confidential Information securely and properly protected against theft, damage, loss and unauthorised access, including access by electronic means. The Receiving Party shall notify the Disclosing Party immediately upon becoming aware that any of the Confidential Information has been disclosed to or obtained by a third party, otherwise than as permitted under this Agreement, unless such notification is prohibited by applicable law.
- 2.4 The term of this Agreement shall commence from the date of this Agreement and shall continue in full force and effect until two (2) years thereafter. The confidentiality obligation set forth herein shall survive the expiration of this Agreement and shall remain binding for two (2) years after such expiration of this Agreement.

3. EXCEPTIONS

- 3.1 The undertakings in Clause 2 shall not apply to Confidential Information which is:
 - (a) already in the public domain or comes into the public domain otherwise than by reason

of a breach of the terms of this Agreement by the Receiving Party, or a disclosure in the public domain by any person to whom such disclosure of Confidential Information was permitted pursuant to Clause 3.2;

- (b) already lawfully known to the Receiving Party as at the date of disclosure under this Agreement or lawfully acquired by the Receiving Party from a third party, provided that it has not been obtained by the third party in violation of, and is not otherwise subject to, any obligation of confidentiality owed to the Disclosing Party or any of its Affiliates;
 - (c) required to be disclosed under applicable laws including the rules of any applicable listing authority or stock exchange on which the Receiving Party's shares, or any of its Affiliates, are listed or by competent judicial, governmental or other authority, order, decree, regulation or rule binding upon the Receiving Party or any of its Affiliates (provided that, as soon as practicable, and where permitted by law, the Receiving Party gives prior written notice to the Disclosing Party that disclosure is required and co-operates with the Disclosing Party regarding the timing and content of such disclosure or any action which the Disclosing Party may reasonably elect to take to challenge the validity of such requirement); or
 - (d) approved for release by written approval of the Disclosing Party.
- 3.2 The Receiving Party may provide Confidential Information in confidence without the prior written consent of the Disclosing Party to such of the following persons who have a clear and strict need to access it for the Purpose and who are at the relevant time:
- (a) Affiliates of the Receiving Party;
 - (b) employees, officers or directors of the Receiving Party or any of its Affiliates;
 - (c) an agent, consultant or professional adviser retained by the Receiving Party or any of its Affiliates; or
 - (d) any bank or other financial institution or entity funding or proposing to fund the Receiving Party's participation in the Purpose.

4. RESPONSIBILITY FOR DISCLOSURE

- 4.1 Prior to making any disclosure of Confidential Information as permitted under Clause 3.2 above, the Receiving Party will procure that such persons are made aware, in advance of the disclosure, of the terms of this Agreement, and procure that such persons are bound by professional confidentiality or subject to confidentiality obligations no less onerous than those contained in Clause 2.
- 4.2 The Receiving Party shall ensure that any person to whom disclosure of Confidential Information is made under Clause 3.2 complies with the terms of this Agreement as though it were a party hereto. The Receiving Party shall be liable to the Disclosing Party for any such non-compliance by any such person.

5. ANNOUNCEMENTS

- 5.1 No Party will make any public announcement or issue any circular relating to this Agreement without the prior written approval of the other Party.
- 5.2 The Receiving Party shall not, without the Disclosing Party's prior written consent, reveal to any person other than as permitted under this Agreement or otherwise announce that the Purpose is, or was, under consideration, that negotiations or discussions are, or were, taking place between the Receiving Party and the Disclosing Party, the status or progress of such negotiations, including termination of negotiations, or that Confidential Information has been provided.
- 5.3 The restrictions in Clauses 5.1 and 5.2 shall not apply if, and to the extent that, an announcement is required by any applicable law, rule or regulation by any competent judicial, governmental, supervisory or regulatory body, including without limitation, any securities exchange.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1 The Receiving Party shall, and shall procure that all persons to whom it has disclosed Confidential Information shall, at the Receiving Party's expense, within seven days of receipt of a written demand from the Disclosing Party:
- (a) return to the Disclosing Party all original and copy documents containing Confidential Information, whether or not in possession of the Receiving Party; and
 - (b) destroy all original and copy documents containing analyses, studies, compilation and other materials derived from the Confidential Information,

and, if so requested by the Disclosing Party, the Receiving Party shall provide a certificate signed by a director or authorised officer of the Receiving Party confirming compliance with the obligations contained in this Clause 6.1.

- 6.2 Notwithstanding the provisions of Clause 6.1, the Receiving Party and its Affiliates shall be entitled to retain on the terms of this Agreement and not be required to destroy:
- (a) any Confidential Information that the Receiving Party or any of its Affiliates are required to retain by any law or regulation to which the Receiving Party or any of its Affiliates are subjected to;
 - (b) electronic records on back-up storage tapes or a similar medium where to destroy such electronic records would be significantly impractical or prohibitively costly;
 - (c) any information contained in papers submitted to, or minutes made of, any decision making committee, including but not limited to the board of directors, of the Receiving Party or any of its Affiliates; or
 - (d) any material which may be relevant to the defence of any litigation, administrative

proceedings or investigations.

7. EQUITABLE REMEDIES

- 7.1 Without prejudice to any other rights or remedies that any Party may have, the Receiving Party, for itself and on behalf of its Related Persons and Affiliates, acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement. The Receiving Party acknowledges without proof of actual damages that injunctive relief, specific performance or other equitable relief in favour of the relevant Disclosing Party is an appropriate and necessary remedy for breach of the terms of this Agreement.
- 7.2 The Receiving Party agrees to indemnify the Disclosing Party and its Related Persons for any costs, claims, demands, liabilities and expenses of whatever nature that such member may incur arising directly or indirectly out of a breach of the Receiving Party's obligations under this Agreement.
- 7.3 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of it or of any other right, power or privilege under this Agreement or otherwise. No modification to this Agreement or any waiver granted by the Disclosing Party in respect of any action taken by the Receiving Party, or its advisers shall be effective unless agreed in writing by the Disclosing Party.
- 7.4 Nothing contained in this Agreement shall be construed as prohibiting any Disclosing Party from pursuing any other remedies available to it. However, no Party shall be liable for any special, punitive, indirect nor consequential loss or damages resulting from or arising out of any breach of this Agreement, including, without limitation, loss of profit or business interruptions, however caused.

8. INTELLECTUAL PROPERTY RIGHTS

The Disclosing Party shall retain all ownership, copyright and other intellectual property rights in the Confidential Information and everything developed, designed or created by the Disclosing Party including systems, methodologies, software, know-how and working papers. The Disclosing Party also retains all ownership, copyright and other intellectual property rights in all reports, written advice or other materials provided by them to the Receiving Party or its Related Persons.

9. GOVERNING LAW / DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 9.2 If any dispute, controversy or claim arises out of or in connection with this Agreement, including without limitation any dispute as to the construction, validity, interpretation, enforceability or breach of the terms of this Agreement ("Dispute"), any Party may give written notice to the other Party that a Dispute exists ("Dispute Notice"). Within three (3)

Business Days of receipt of the Dispute Notice, the Parties' representatives must meet and attempt to resolve the Dispute set out in the Dispute Notice. If the Dispute cannot be resolved within five (5) Business Days from the end of the said three (3) Business Days, or such other time as agreed by the Parties, ("Expiry Date of the First Resolution Period"), the Parties must nominate, within three (3) Business Days of the Expiry Date of the First Resolution Period, or such other time as agreed by the Parties, one (1) senior management personnel from each Party who has express authority to settle the Dispute. Within five (5) Business Days of the nomination, the senior management personnel must meet and attempt to resolve the Dispute set out in the Dispute Notice. Any resolution of the Dispute must be reduced to writing and signed by both the senior management personnel and will not be binding until so reduced to writing and signed.

- 9.3 Should the Dispute fail to be resolved amicably through such discussions after a period of thirty (30) days, the Parties agree that the Dispute shall be referred to the exclusive jurisdiction of the Courts of Malaysia.

10. GENERAL

- 10.1 The Disclosing Party represents and warrants that it has full rights and powers to disclose the Confidential Information to the Receiving Party. The supply of any Confidential Information shall not be taken as any form of commitment on the part of the Disclosing Party to proceed with any transaction.
- 10.2 All Confidential Information disclosed by the Disclosing Party is disclosed on an "AS IS" basis. The Disclosing Party does not in any way warrant, which the Receiving Party acknowledges, the accuracy, completeness and/or correctness of such Confidential Information. The Disclosing Party shall not be liable for any damages arising out of use of the Confidential Information, and the use of such Confidential Information is at the Receiving Party's own risk.
- 10.3 The Parties reserve the right to reject all or any proposals and/or to terminate discussions and negotiations in connection with the Purpose at any time before the execution of a definitive agreement.
- 10.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision shall, insofar as it is illegal, invalid or unenforceable, be given no effect and shall be deemed not to be included in this Agreement, but that shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- 10.5 The terms of this Agreement may not be varied or terminated without the prior written consent of the Parties.
- 10.6 The Receiving Party confirms that it is acting in this matter as principal and not as an agent for any other person, and not with a view to the resale of any target company or any of its businesses.
- 10.7 To the extent that any Confidential Information is covered or protected by legal advice, litigation, common interest or any other applicable privilege or doctrine, disclosure of such

Confidential Information to the Receiving Party or any person to whom Confidential Information is provided under Clause 3.2 does not constitute a waiver of any such privilege.

- 10.8 This Agreement represent the entire agreement between the Parties and supersedes all previous arrangements or agreements between the Parties relating to the disclosure of the Confidential Information. The Parties agree that all rights and remedies in respect of any representations made are excluded save in so far as provided in this Agreement. No Party has placed any reliance on any representations, agreements, statements or understandings whether oral or in writing made prior to the date of this Agreement other than those expressly incorporated or recited in this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud.
- 10.9 This Agreement shall be binding upon and ensure for the benefit of the undersigned Parties, their successors and permitted assigns provided that this Agreement may not be assigned without the written consent of all of the Parties.
- 10.10 Nothing herein shall be construed (i) as creating any partnership, joint venture, or similar relationship between the Parties or (ii) as creating any obligation on the Parties to perform any work or to enter into any agreement or business arrangement.
- 10.11 The disclosure by the Disclosing Party of the Confidential Information to the Receiving Party is non-exclusive. The Disclosing Party retains the exclusive right to sell, trade, use or otherwise make available to third parties all or any portion of the Confidential Information disclosed under this Agreement.
- 10.12 The Disclosing Party shall disclose, or arrange to disclose, its Confidential Information to the Receiving Party as the Disclosing Party deems necessary for the Purpose. The nature, quantity and type of information to be disclosed shall be at the Disclosing Party's discretion.
- 10.13 The Receiving Party hereby acknowledges that the Disclosing Party and/or its Related Persons are the owner of the Confidential Information and the Disclosing Party has been duly authorised to disclose any Confidential Information belonging to its Related Persons. The Receiving Party further agrees and acknowledges that where the Confidential Information disclosed is that of the Disclosing Party's Related Person, for all intent and purposes the Related Persons may enforce the benefits of this Agreement against the Receiving Party.

11. NOTICES

- 11.1 Unless specified otherwise in this Agreement, a notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally, by recorded post or sent by electronic mail to the Party due to receive the notice or communication at the address, and for the attention of the person, set out below, or for the attention of such other person as specified by that Party by written notice to the other PROVIDED however that in the case of a notice or other communication sent by electronic mail, a confirmatory copy is subsequently delivered personally to the addressee or sent by recorded post:

For PLNG2SB:

Address : PENERANG LNG (TW) SDN. BHD.,
Level 51, Tower 1, PETRONAS Twin Towers,
Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia.

For attention of : Chief Executive Officer

For BIDDER:

Address : As per Appendix 1
For attention of : As per Appendix 1

- 11.2 The Parties shall have the right to change the above address and electronic email by giving written notice to the other Party.
- 11.3 Unless specified otherwise in this Agreement, any notice or other communication shall be deemed to have been duly given and received:
- (a) if delivered personally, when left at the address referred to in this Clause;
 - (b) if sent by recorded post, three (3) days after posting or if sent by overseas post, seven days after posting; or
 - (c) if sent by electronic mail and the time it is transmitted records a time earlier than 5.00 p.m. on a Business Day, on that same Business Day. If the time of transmission recorded is at 5.00 p.m. or later on a Business Day or at any time on a non-Business Day, it shall be deemed to have been given on the immediately following Business Day.

12. COST

- 12.1 Each Party shall bear its own cost and expenses incurred and arising out of:
- (i) the preparation and execution of this Agreement; and
 - (ii) any activities taken towards discharging the Parties' respective scope for the Purpose.
- 12.2 The proper stamp duty, if any, on this Agreement shall be borne by BIDDER.

13. NO LICENSE

- 13.1 No license, whether express or implied, in the Confidential Information is granted by either party to the other to use the Confidential Information other than in the manner and to the extent authorised by this Agreement.

- 13.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.
- 13.3 The Receiving Party agrees and undertakes not to file any patent application, incorporating, based on and/or related to the Confidential Information or any part of the Confidential Information, without the prior written approval of the Disclosing Party.

14. THIRD PARTIES

This Agreement does not create any right enforceable by any person not a Party to it, unless specified otherwise in this Agreement.

15. ASSIGNMENT

This Agreement and the benefit of this Agreement, unless specified otherwise in this Agreement, shall not be assignable by either Party, and neither Party may delegate without the other Party's prior written consent, which consent shall not be unreasonably withheld.

16. COUNTERPARTS

This Agreement may be executed in counterparts all of which shall constitute one agreement binding on both Parties and shall have the same force and effect as an original instrument, notwithstanding that both Parties may not be signatories to the same original or the same counterpart.

17. NON-CONTAMINATION

In order to avoid any unnecessary contamination, which is of importance to both Parties, the Parties agree that:

- (i) prior to any disclosure and/or meeting the Parties will prepare, share and agree a clear agenda setting out the topics that each Party wants to discuss including a high level description of the information a Party wishes to share and/or receive within the scope of this Agreement which the other Party may refuse to receive or share, as appropriate, where this would lead to unwanted contamination; and
- (ii) after each meeting minutes should be circulated and agreed by both Parties to ensure each Party understands what has been captured under confidentiality within the scope of this Agreement and what has been rejected due to contamination concerns.

18. THIRD PARTY RISK MANAGEMENT

18.1 Sanctions & Export Controls

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.

18.1.1 Warranties

- (a) BIDDER warrants and declares to PLNG2SB that BIDDER, its Affiliates and to the best of its knowledge, information and belief, each of their respective directors, officers, employees, agents and representatives –
 - (i) are not the target or subjects of any Sanctions;
 - (ii) are not owned or controlled by any person who is the target or subject of any Sanctions;
 - (iii) are not acting for the benefit of or on behalf of any person that is the target or subject of any Sanctions; and
 - (iv) have not been engaging and will not engage in any conduct/activity that would result in such Party being in breach of any Sanctions or becoming a target or subject of Sanctions.
- (b) BIDDER warrants to PLNG2SB that BIDDER is not prevented by any Sanctions from fulfilling its obligations under the Agreement and BIDDER further warrants that by entering into this Agreement with PLNG2SB, it will not result in PLNG2SB violating any of PLNG2SB's obligations under any Sanctions.
- (c) BIDDER undertakes to promptly notify PLNG2SB in the event it is no longer able to comply with the warranties above. BIDDER fully indemnifies PLNG2SB, its directors, shareholders and employees for any losses arising from a breach of these warranties.

18.1.2 Suspension and Termination

- (a) Where any performance by a Party of any obligation in this Agreement would be in violation of, inconsistent with, or expose such party, or a parent company of such party, to punitive measures under any Sanctions, the Party shall, suspend the affected obligation and immediately give written notice to the other party of the affected obligation. Once such notice has been given the Parties shall be entitled to:
 - (i) suspend the affected obligation (whether payment or performance) until such time as the obligation is no longer affected; and/or

- (ii) where the obligation continues to be affected (or is reasonably expected to continue to be affected) until the end of the contractual time, for discharge thereof, to a full release from the affected obligation,

in each case, subject as provided above, without any liability whatsoever (including but not limited to any damages for breach of contract, penalties, costs, fees or expenses).

- (b) Where the affected obligation materially affects the performance of the Agreement, the Parties shall enter into consultation in good faith with a view to mutually agree on appropriate measures/actions to continue with this Agreement in manner which strictly complies with the Applicable Laws. Where the Parties could not agree on such measures/actions within fourteen (14) days from the start of the consultation, either Party shall have the right, to immediately terminate this Agreement.
- (c) Notwithstanding any of the above, where the relevant obligation relates to payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the payment obligation is no longer affected.

18.2 Export Controls

- (a) 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 terrorism activities 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.
- (b) 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 as reasonably necessary to obtain any required approvals.

18.3 Anti-money Laundering

18.3.1. BIDDER warrants to PLNG2SB that, in relation to this Agreement, the operations of BIDDER and its Affiliates are, have been conducted, and will at all times hereinafter be conducted in compliance with applicable financial recordkeeping and reporting statutory requirements, money laundering statutes (and the rules, guidelines and regulations thereunder) and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency in or outside of Malaysia having jurisdiction over BIDDER and/or any of its Affiliates (collectively, "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator and no regulatory investigation involving BIDDER and/or

any of its Affiliates with respect to the Money Laundering Laws is pending or threatened by any governmental agency in or outside of Malaysia against BIDDER or any of its Affiliates.

18.4 Ethics and Anti-bribery

18.4.1. BIDDER warrants to PLNG2SB that, in relation to this Agreement, none of BIDDER or any of its Affiliates, nor, any director, officer, agent, employee or other person acting on behalf of BIDDER or any of its Affiliates is aware of or has taken any action, directly or indirectly that would result in, or is at any time prior to or after the date hereof being subject to any internal and/or regulatory investigation in relation to, a violation by such persons of the PETRONAS Code of Business Ethics (“COBE”), the PETRONAS Anti-Bribery Policy (or any other equivalent corporate principles or policies adopted by either Party) as well as any applicable anti-bribery law, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009 (“MACC Act”), the United Kingdom Bribery Act 2010 (“UK Bribery Act”) and U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”). Furthermore, BIDDER and its Affiliates have at all times conducted their businesses in compliance with the MACC Act, the UK Bribery Act, the FCPA and similar laws, rules or regulations (as amended from time to time) (collectively, “Anti-Bribery Laws”) and have instituted, maintained and at all times complied with their policies and procedures designed to ensure continued compliance with such Anti-Bribery Laws.

18.5 Personal Data Protection

18.5.1 During the ordinary course of dealings between the Parties and in connection with the performance of this Agreement, the Parties acknowledge that they need to process Personal Data belonging to or supplied by each Party or from authorized third parties or any other persons from time to time by electronic or paper-based means.

18.5.2 By entering into this Agreement, the Parties expressly and explicitly acknowledge and consent to:

- (a) the processing of such Personal Data by each Party for the purpose of performance of this Agreement and for all other purposes that are necessary, incidental or related to the performance of this Agreement;
- (b) the processing of such Personal Data within and, where necessary, outside Malaysia;
- (c) the transfer and disclosure of such Personal Data to third parties authorised by each Party within and, where necessary, outside Malaysia, provided that these third parties undertake to keep such Personal Data confidential, or to any persons, authorities or regulators to whom the Parties are compelled, permitted or required under the law to disclose to.

For the purpose of this Clause, “third parties” include but not limited to each Party’s holding or parent company, subsidiaries, related and/or associated companies, vendors, suppliers, business partners, professional advisers, agents, contractors, third party service providers, insurance companies, banks and financial institutions.

18.5.3 The Parties expressly and explicitly agree to process such Personal Data in accordance with the requirements of the Applicable Law (including the PDPA) or such other applicable data protection laws and regulations.

18.6 Competition Laws

18.6.1. BIDDER has not been in violation of, or is being or, to the knowledge of BIDDER, has been investigated for, or charged by Competition Authority in any jurisdiction with a violation or infringement of, any Competition Laws applicable to BIDDER or any Subsidiary of BIDDER. No investigation or review by Competition Authority in any jurisdiction under any Competition Laws with respect to BIDDER or any Subsidiary is pending or, to the knowledge of BIDDER, threatened, nor has any Competition Authority in any jurisdiction indicated in writing an intention to conduct any such investigation or review and BIDDER has not given any undertakings or commitments to such bodies which affect the conduct of the business.

18.6.2 In respect of this Agreement, BIDDER undertakes:

- (a) to comply, and will procure its Affiliates and Subsidiaries to comply, with all applicable Competition Laws;
- (b) to promptly notify PLNG2SB in writing of any suspected or occurrence of infringement of any Competition Laws; and
- (c) to promptly notify PLNG2SB in the event it is no longer able to comply with the warranties in Clause 18.6.1 above.

18.6.3 BIDDER fully indemnifies PLNG2SB, its directors, shareholders and employees for any losses arising from a breach of the warranties in Clause 18.6.1 above.

19.0 DIGITAL SIGNING

This Agreement may be executed by electronic communication in portable document format (.pdf), and the Parties agree that their electronic transmitted signatures shall have the same effect as manually transmitted signatures. Delivery of a copy of this Agreement or any other document such as notices or letters pursuant to this Agreement bearing an original or electronic signature by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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APPENDIX 1
BIDDER'S DETAILS

NO.	ITEMS	DETAILS
1.	Name	
2.	Company / Registration Number	
3.	Address	
4.	Email	
5.	Contact Person	

IN WITNESS WHEREOF the Parties hereunto set their hand the day and year first above written.

Executed by)

For and on behalf of)

PENGERANG LNG (TWO) SDN. BHD.)

(Registration Number: 201201012474)

(985991-U))

.....
Name :

Designation :

in the presence of

.....
Name :

Designation :

Executed by)

For and on behalf of)

BIDDER)

.....
Name :

Designation :

in the presence of

.....
Name :

Designation :