

SCREEN SAVER CARE PLAN CHANNEL PARTNER AGREEMENT

This SS Care Plan Channel Partner Agreement (“**Agreement**”) is entered into by and between MPS Telecommunication Sdn Bhd (Company Registration No.: 690682-V), a company incorporated under the laws of the Malaysia, having a place of business at Lot 6.002, 6th Floor, Endah Parade, No1/149E, Sri Petaling, 57000, Kuala Lumpur (“**MPS**”) and the company identified in the applicable Partner Registration Application (“**Channel Partner**”), each, a “**Party**” and collectively, the “**Parties**”.

WHEREAS:

- (A) MPS is the licensee of the Care Plans (defined below) which are fully underwritten by a licensed and regulated insurance company.
- (B) MPS has designated the Authorized Source (defined below) as its sole and exclusive distributor for the Care Plans and the Authorized Source has appointed the Channel Partner to resell and market the Care Plan to the end consumer in accordance to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1. In this Agreement unless the context otherwise requires:

- “Authorized Source”** means **ENS SMART SOLUTION SDN BHD** (Company Business Registration Number: 1296996-V), a company incorporated in Malaysia and having its registered office at 33-01, Jalan Austin Height 8/3, Taman Mount Austin 81100 Johor Bahru, Malaysia, or any other distributor authorized by MPS to redistribute Care Plans within the Territory to Channel Partners;
- “Care Plan”** means the after-sales service package provided by MPS as set out in Schedule 1 which is marketed and sold in the form of a card;
- “Commencement Date”** means the date in which the Agreement is accepted by the Channel Partner in accordance to Clause 2.1;
- “Customers”** means persons or entities in the Territory who purchase Care Plans from the Channel Partner in a retail capacity for personal use;
- “End User Terms and Conditions”** means the End User Terms and Conditions governing the use of the Care Plan as set out in Schedule 2;
- “Intellectual Property”** means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices (whether electronic or not) , plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, drawings, plans, code details, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created;

“Marks”	means the trade marks, trade names or service marks of MPS;
“Recommended SalePrice”	means the recommended price of each the Care Plans resold by the Channel Partner to the Customers in the Territory as listed in Schedule 1, or as revised by MPS from time to time;
“Territory”	means Peninsular Malaysia and East Malaysia; and

- 1.2. The headings in this Agreement are for convenience only and shall not affect its interpretation. All words denoting the singular include the plural.
- 1.3. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

2. ACCEPTANCE AND TERM

- 2.1. By clicking accept below, you hereby acknowledge that you have read and understood the Agreement and that you expressly consent and agree to be bound by the terms and conditions as set out therein.
- 2.2. This Agreement shall be for a term of one (1) year commencing from the Commencement Date ("**Term**") unless mutually terminated by the Parties or terminated in accordance with Clause 9 below. The Term may be extended by mutual agreement of the Parties. Where the Term is extended, any reference to "**Term**" in this Agreement shall mean the Term as extended by the Parties, where the context permits.

3. PURCHASE ORDER PROCESSING

- 3.1. During the Term of this Agreement and subject to this Clause 3, MPS hereby authorizes the Channel Partner to purchase and/or license Care Plans from an Authorized Source only, and to resell such Care Plans directly to Customers who deploy Care Plans within the Territory.
- 3.2. The Channel Partner agrees not to solicit Care Plan orders, engage salespersons, or to resell the Care Plans outside of the Territory.
- 3.3. Unless otherwise agreed in writing, the Channel Partner shall place orders for the Care Plans by submitting a request via a mobile application as may be designated by MSP from time to time, to be received by Authorized Source no later than seven (07) days before the date of delivery, or any other date as instructed in writing by Authorized Source.
- 3.4. The Channel Partner undertakes that it is acquiring the Care Plans solely for the purpose of resale to Customers in accordance with this Agreement. The Channel Partner will not resell or distribute Care Plans to any other channel partners of Care Plans or other third parties that are not Customers, whether or not such other channel partners are authorized by MPS or by any other source to resell Care Plans.
- 3.5. Prior to accepting a purchase order from a Customer, the Channel Partner shall refer to the End User Terms and Conditions.
- 3.6. Any amendment, modification, or additional request by the Channel Partner in relation to any confirmed purchase order shall be subject to agreement in writing by Authorized Source and

shall be at the cost and expense of the Channel Partner. The Channel Partner may not cancel any confirmed purchase order unless agreed in writing by Authorized Source and upon such conditions as may be imposed by Authorized Source.

4. SALE PRICE

- 4.1. The Care Plans shall be sold by the Channel Partner to Customers at the Recommended Sale Price stipulated in Schedule 1, which may be revised from time to time in MPS's sole discretion.
- 4.2. The Channel Partner shall be liable for any other agreed fees, any national, valued added, sales and service taxes, excise, state, local or other taxes or customs duties applicable in accordance with the relevant laws and regulations.

5. CARE PLANS

Upon the receipt of the Care Plans from the Authorized Source, the Channel Partner shall use a mobile application as designated by MPS from time to time to submit the serial numbers of the Care Plans within three (3) working days.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All Intellectual Property Rights forming part of the Care Plans and the Marks are the property of MPS Telecommunication Sdn Bhd ("**Licensor**").
- 6.2. Nothing in this Agreement shall be construed to convey or transfer any ownership or proprietary interest or any grant of licence (or sub-licence) in any Intellectual Property Rights in the Care Plans or the Marks to the Channel Partner or any third party.
- 6.3. Subject to this Clause 6, MPS grants the Channel Partner limited non-exclusive rights for the Term to use MPS's Intellectual Property Rights and Marks solely and strictly for the purposes of the promotion, marketing and the resale of the Care Plans by the Channel Partner under this Agreement.
- 6.4. In consideration of Clause 6.3, the Channel Partner agrees that:-
 - 6.4.1. the Care Plans are the valuable property of the Licensor and shall be treated as strictly confidential;
 - 6.4.2. it will not sell, license, sub-license, lease, rent, lend, transmit, network, or otherwise distribute or transfer the Care Plans or the Intellectual Property Rights of MPS of in any manner to third parties save where expressly permitted in this Agreement; and
 - 6.4.3. it will maintain true and accurate records to enable MPS to ensure the Channel Partner's compliance with the terms of this Agreement. The Channel Partner will permit MPS to have access to all of the Channel Partner's records and computer systems, and to use software audit tools on the Channel Partner's systems that may reasonably be required in relation thereto.
- 6.5. The Channel Partner undertakes that throughout the Term that it shall:-
 - 6.5.1. not cause or permit anything to be done which may damage or endanger MPS's license to the licensor Intellectual Property Rights or the Licensor's title to the Intellectual Property Rights, or assist or allow others to do so;
 - 6.5.2. notify MPS of any actual, threatened or suspected infringement of the Licensor Intellectual Property Rights;

- 6.5.3. notify MPS of any claim by any third party that the Care Plans infringe any Intellectual Property Rights of any third party;
- 6.5.4. take such reasonable action as MPS may direct at the expense of MPS in relation to such infringement;
- 6.5.5. affix such notices to the Care Plans or their packaging or advertising as MPS may be legally or statutorily required to do;
- 6.5.6. compensate MPS for any use by the Channel Partner of MPS's licensor Intellectual Property Rights otherwise than in accordance with this Agreement;
- 6.5.7. indemnify MPS for any liability incurred to third parties for any use of MPS's licensor Intellectual Property Rights otherwise than in accordance with this Agreement;
- 6.5.8. on the expiry or termination of this Agreement forthwith not to use the Intellectual Property Rights or the Marks save for any Care Plans already purchased under the terms of this Agreement;
- 6.5.9. not tamper with any markings or other indication of the source or origin of the Care Plans which may be placed by MPS on the Care Plans;
- 6.5.10. use MPS's Intellectual Property Rights (in compliance with all relevant laws and regulations) whenever any Care Plans is referred to by the Channel Partner;
- 6.5.11. not use any name or mark similar to or capable of being confused with the Marks nor modify any of the Marks in any way nor use the Marks or any derivation of them otherwise than is permitted by this Agreement;
- 6.5.12. permit MPS to review without notice marketing materials containing the Marks or MPS's Intellectual Property Rights; and
- 6.5.13. acknowledge that any goodwill or reputation for the Care Plans generated by the Channel Partner's obligations under this Agreement will belong to MPS and upon termination of this Agreement for whatever reason the Channel Partner shall not be entitled to claim any compensation for such enhanced goodwill or reputation.

7. CHANNEL PARTNER'S OBLIGATIONS

- 7.1. The Channel Partner shall, throughout the Term, use its best endeavors to promote, market and resell the Care Plans in the Territory at its own cost, seek orders for the Care Plans in the Territory, and to carry out the other duties specified in this Clause 7 using all due care and diligence, and shall cultivate and maintain good relations with Customers and/or potential Customers in the Territory in accordance with best commercial practices.
- 7.2. In addition to Clause 4.2, the Channel Partner agrees to keep Authorized Source informed of all its sales and promotion activities by means of monthly marketing and sales reports, which shall include details of all revenues associated with the sale of the Care Plans, to be provided to Authorized Source no later than seven (7) days after the end of each calendar month. Authorized Source may, at its own expense, upon reasonable notice in writing, inspect and/or audit such reports in order to verify sales and orders at least two (2) in each calendar year.
- 7.3. During the Term, the Channel Partner shall:-
 - 7.3.1. comply with MPS's instructions in relation to the Care Plans;
 - 7.3.2. advertise regularly the Care Plans by advertising in print or in digital media, of which such marketing material shall be supplied to MPS at the Channel Partner's expense upon the receipt of MPS's instructions to do so;

- 7.3.3. supply to MPS such information and support to enable MPS to carry out its obligations under this Agreement;
 - 7.3.4. provide the Customers with all reasonable assistance required to activate coverage of the Care Plans in the mobile application as designated by MPS from time to time;
 - 7.3.5. clearly draw the Customers' attention to the terms and conditions of the Care Plans as stated on the mobile application as designated by MPS from time to time at the point of sale; and
 - 7.3.6. use its best endeavors to meet any sales targets as may be required by the Authorized Source or as subsequently amended by Authorized Source.
- 7.4. During the term, the Channel Partner shall not:-
- 7.4.1. describe itself as an agent or representative of MPS unless expressly authorised under this Agreement by MPS;
 - 7.4.2. hold itself out, or permit any person to hold it out, as being authorised to bind MPS in any way nor do any act which might reasonably create the impression that it is authorised by MPS;
 - 7.4.3. use any advertising, promotional or selling materials in relation to the Marks or MPS's Intellectual Property Rights, except as approved by MPS;
 - 7.4.4. engage in any conduct which in the opinion of MPS is prejudicial to business or the marketing of the Care Plans generally;
 - 7.4.5. represent to third parties that it has any right to legally bind the MPS;
 - 7.4.6. have the authority to recognize, without prior written approval of MPS, claims of third parties for which MPS is wholly or partly responsible; or
 - 7.4.7. make or give any promises, warranties, guarantees or representations concerning the Care Plans except as expressly authorised by MPS.
- 7.5. The Channel Partner shall pay all expenses of and incidental to performing its obligations under this Agreement.

8. INDEMNITIES

- 8.1. The Channel Partner shall indemnify, defend and hold harmless MPS, MPS's personnel and MPS's successors and assignees (each, an "**Indemnified Party**") from and against any claims (whether from third party or otherwise) that may be brought, made or awarded against, incurred or suffered by the Indemnified Party, howsoever caused, whether arising directly or indirectly, from:
- 8.1.1. the negligence, omission, act, fault, breach or non-performance of any provision or warranty in this Agreement or otherwise, by the Channel Partner, the Channel Partner's personnel (including where applicable, any sub-contractor, or any of the personnel of the sub-contractor of the Channel Partner),
 - 8.1.2. any breach of statutory duty or non-compliance with any laws on the part of the Channel Partner, the Channel Partner's personnel (including where applicable, any sub-contractor, or any of the personnel of the sub-contractor of the Contractor); or
 - 8.1.3. fraud or fraudulent misrepresentation.

- 8.2. The indemnity in this Clause shall be a debt due upon demand by MPS and constitute a separate and independent obligation from the other obligations contained in this Agreement and shall give rise to a separate and independent cause of action and shall apply irrespective of any grant of time, indulgence, waiver or concession granted from time to time.
- 8.3. The rights, powers and remedies in this Agreement are cumulative and are not exclusive of any rights, powers or remedies provided by law.
- 8.4. This Clause 8 shall survive the expiry or termination of this Agreement

9. TERMINATION

- 9.1. Without prejudice to Clause 9.2 below, and without prejudice to the rights and remedies to MPS for any antecedent breaches on the part of the Channel Partner, MPS may terminate this Agreement by giving the Channel Partner no less than ninety (90) day's written notice prior to the expiration of the Term or any such subsequent term of this Agreement.
- 9.2. MPS may terminate this Agreement immediately without prior notice to the Channel Partner if any of the following occurs:-
 - 9.2.1. the Channel Partner commits a continuing or material breach of any of the provisions of this Agreement and fails to rectify such breach (which is capable of remedy) within thirty (30) days after receipt of notice from MPS to do so;
 - 9.2.2. the Channel Partner commits a material breach of any of the provisions of this Agreement which is not capable of remedy;
 - 9.2.3. the Channel Partner becomes insolvent or goes into voluntary liquidation or an order of court is made for its compulsory liquidation or a receiver, receiver and manager, judicial manager or similar officer is appointed of it or in respect of any substantial part of its assets (or any creditor takes any step to appoint so);
 - 9.2.4. the Channel Partner ceases, or threatens to cease, to carry on business; or
 - 9.2.5. MPS has reason to believe any of the above occurring.
- 9.3. Upon the termination of this Agreement (howsoever occurring):-
 - 9.3.1. the Channel Partner shall within thirty (30) days send to MPS or otherwise dispose of in accordance with the directions of MPS copies of all Care Plans and all advertising, promotional, sales material relating to the Care Plans then in possession of the Channel Partner;
 - 9.3.2. the Channel Partner shall immediately cease to promote, market, advertise the Care Plans and shall not solicit any of Customers and/or potential customers for the Care Plans;
 - 9.3.3. MPS shall not be liable in any way to the Channel Partner for any loss, injury, damage or expenses, including but not limited to indirect or consequential damages, loss of profit, production or any loss allegedly suffered by the Channel Partner;
 - 9.3.4. clauses that are necessary for the enforcement or interpretation of this Agreement shall survive, which shall include without limitation clauses relating to confidentiality and protection of Intellectual Property Rights; and
 - 9.3.5. subject to otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. The Channel Partner hereby represents and warrants to MPS that at the time of the acceptance of this Agreement that:
- 10.1.1. it is a company duly incorporated and validly existing under the laws of Malaysia;
 - 10.1.2. it has full power and authority to enter into this Agreement and to undertake its obligations hereunder; and
 - 10.1.3. this Agreement constitutes a legal, valid and binding obligation, enforceable against it in connection with its terms.

11. ENTIRE AGREEMENT

- 11.1. The Parties acknowledge that this Agreement contains the whole agreement between the Parties and supersedes any negotiations or prior agreements on the subject matter. Both Parties confirm that the whole of their negotiations and intentions have been included within the context of this Agreement.
- 11.2. The Channel Partner confirms that no warranties, representations or other matters were relied upon by it causing it to sign this Agreement.

12. SEVERABILITY

If any provision of this Agreement is held or interpreted by any court of competent jurisdiction to be illegal or invalid under present or future laws or regulations effective and applicable during the Term, such provisions shall be fully separable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

13. NATURE OF AGREEMENT

- 13.1. This Agreement shall not be modified in any way except by a written instrument signed by both parties.
- 13.2. Each Party must do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

14. PERSONAL DATA PROTECTION

The Channel Partner shall at all times comply with the Malaysian Personal Data Protection Act 2010, its subsidiary legislations and any guidelines issued pursuant to the Personal Data Protection Act 2010 and legislation in other jurisdictions in respect of the dealing, storage or transfer of personal data or personal information involving personal data or personal information of Channel Partner including but not limited to personal data or personal information of the Customers.

15. GOVERNING LAW AND ARBITRATION FOR DISPUTE RESOLUTION

- 15.1. This Agreement, the relationship between the Parties and the interpretation of this Agreement, shall be governed by, and interpreted in accordance with the laws of Malaysia.
- 15.2. The Parties agree that, if there are any disputes, controversy or disagreement arising out of or in connection with this Agreement ("**Disputes**"), the Parties shall first attempt to settle such Disputes amicably by good faith discussion between the Parties

16. LANGUAGE

16.1. All notices and other communications under this Agreement shall be in English.

16.2. All legal proceedings pursuant to this Agreement shall be conducted in English.

[The remainder of this page has been intentionally left blank]

SCHEDULE 1

SCREEN SAVER CARE PLAN FOR SMART PHONE & TABLET (" C A R E P L A N ") – KEY TERMS

1. **Care Plan Coverage** : Customers who purchase the Care Plan together with eligible mobile/tablet device are entitled to a one (1) time pick-up and return "screen crack" repair or replacement within Malaysia (to be performed by an appointed service provider with original parts approved by the MPS) due to accidental damage ("**Care Plan Coverage**") in accordance to the End User Terms and Conditions.

2. **Purchase Price** : The Channel Partner will buy each Care Plan from the distributor at RM38.00. This does not include any activation process.

3. **Recommended Sale Price** : The recommended sales price of Care Plan Service Fees to be collected by Channel Partner from Customer is:
 - 12 months coverage at RM79.00

4. **Conditions of Coverage** : The Channel Partner understands that the conditions of coverage under the Care Plan Coverage are as set out in the End User Terms and Conditions (or as amended by MPS from time to time) and Channel Partner will not misrepresent or make any statements otherwise to the Customers without first obtaining written approval from MPS.

SCHEDULE 2
TERMS & CONDITIONS OF
SCREEN SAVER CARE PLAN (“TERMS”)

Screen Saver Care Plan for Smartphone and Tablet (“Plan”)

THIS IS A SERVICE CONTRACT PROVIDING ONE (1) TIME PICK-UP AND RETURN SCREEN CRACK REPAIR OR REPLACEMENT DUE TO ACCIDENTAL DAMAGE WITHIN MALAYSIA.

1) THE PLAN.

By activating the Plan in accordance with these Terms, you hereby agree to be bound by these Terms. These Terms govern the ONE (01) Time Pick-Up and Return Screen Crack Repair or Replacement Services (“**Service**”) caused by Accidental Damage within Malaysia provided to you by MPS Telecommunication Sdn Bhd (Company No.: 690682-V) (“**Screen Saver**”) under the Plan for Apple-branded, Samsung-branded, Xiaomi-branded, Huawei-branded, One Plus-branded, Realme-branded, Honor-Branded, Oppo-branded and/or Vivo- branded smartphone and tablet contained in its original packaging (“**Covered Product**”) listed on your proof of coverage document (“**E-Certificate**”). For the purposes of this Plan, MPS is the purchasing body and has arranged the Plan through an insurance policy issued to MPS by **Liberty Insurance Berhad**. MPS is not the issuer of the Plan and does not guarantee any benefits under the Plan. You, however, are a beneficiary under the Plan. This means that subject to the terms and conditions, the claims relating to the Plan shall be covered and paid by **Liberty Insurance Berhad**.

Accidental Damage means an unforeseen event that causes a damage in particular screen crack, which is not the result of the deliberate or the negligent act of you.

The Plan is not transferable and or refundable in any circumstances. In the event, the Covered Product under the Plan is replaced directly by the original manufacturer due to original manufacturer’s recall, you must submit to MPS the original manufacturer’s delivery receipt and serial number of the new product within seven (7) days of the replacement.

2) WHEN THE PLAN COVERAGE BEGINS AND ENDS.

You must activate the Plan within 7 days upon purchase. Coverage for the Plan begins from the date of activation of the Plan and ends on the 12th month from the purchase date of the device (“**Coverage Period**”). To obtain your E-Certificate, register your Covered Product and your Plan’s Activation Code with MPS via Screen Saver App (available in Apple’s App Store or Google’s Play Store). These Terms, the original sales receipt for your Plan and the Plan’s E-Certificate are each part of your service contract with Screen Saver. The price of the Plan is contained in the original sales receipt.

3) WHAT IS COVERED?

3.1 ONE (01) Time Pick-Up and Return Screen Crack Repair or Replacement Services

If during the Coverage Period, you submit a valid claim by notifying MPS via Screen Saver App (available in Apple’s App Store or Google’s Play Store) that a screen crack incident happened due to accidental damage on your Covered Product, MPS will either (a) repair the Covered Product’s screen, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Product’s screen with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If MPS exchanges the Covered Product, the title to the original product shall be transferred to MPS and the replacement product shall be your property and the coverage of the Plan shall be terminated immediately.

You are required to consult your Covered Product's original manufacturer for any technical support to determine if the failure to operate is due to circumstances that may be corrected by yourself. If the nature of the defect is not covered by the Plan, you will be charged for the cost of the service repair. A diagnostic service fee of RM50 will be charged if you decide not to proceed with the service repair or when defect is found.

3.2 Covered Product

The Covered Product must be either an Apple-branded, Samsung-branded, Xiaomi-branded, Huawei-branded, One Plus-branded, Realme-branded, Honor-branded, Oppo-branded, or Vivo-branded smartphone and tablet that is contained in its original packaging. Further, the Plan must be activated within 7 days upon purchase of the Plan and the Plan only covers a Covered Product which:

- (1) is purchased from the authorised distributor of the Covered Product and the Plan is purchased from MPS's Authorised Distributors, Resellers and or Retailers;
- (2) must contain the certification mark from the original manufacturer of the Covered product under law and be certified for sale and use in Malaysia by the relevant certification agency as required under law;
- (3) has a warranty card that is valid in Malaysia included with the Covered Product at the time of purchase;
- (4) is used for domestic and personal use only; and
- (5) shall not be used in any commercial, rental or for profit generation purpose within a multiple user organization or for commercial usage in residential areas.

4) WHAT IS NOT COVERED?

4.1 The Plan does not apply to:

- (1) mechanical and or electrical breakdown of Covered Product;
- (2) a Covered Product that is not registered within 7 days from date of purchase;
- (3) a Covered Product with the serial number, part number, proof of purchase, warranty certificate and or E-Certificate that has been altered, defaced, destroyed and or duplicated;
- (4) a Covered Product with removed and or altered serial numbers, part number and or IMEI;
- (5) any damage or loss caused by the alteration, modification, repair and or maintenance of the Covered Product by any party not authorized by original manufacturer and or MPS;
- (6) any damage or loss caused by willfully, recklessly, or intentionally;
- (7) any damage or loss caused by negligence or carelessness;
- (8) any damage or loss caused by fraud;
- (9) any damage or loss caused by sabotage;
- (10) any damage or loss caused by wear and tear, degeneration, rust, mold, discoloration or cosmetic defects including defects to paintwork or product finish;
- (11) any damage or loss that cannot be proved in accordance with the requirements of the insurer;
- (12) any damage or loss caused by including without limitation by earthquake, volcanic eruptions, tsunami;
- (13) any damage or loss caused by war, riots or uprising;
- (14) any damage or loss caused by the execution of legal rights by national or public bodies or any third party, seizure, requisition, and confiscation;
- (15) any damage or loss caused by nuclear fuel substances or radioactivity;
- (16) any damage or loss caused by computer viruses or any defect or any error in any software used upon or in association with the Covered Product;
- (17) any damage or loss caused by manufacturer's defects inherent in the Covered Product;

- (18) any damage or loss caused by wear and tear to cables, cord assembly, battery packs, display panels, adaptors, covers, buttons, speakers, computer keyboards and mouse;
- (19) any damage or loss of Peripheral equipment or components that do not have independent functions. This includes, without limitation, equipment or components worn out through the use of the Covered Product and the accessories bundled or purchased separately with the Product (including Battery/Charger/Earphone);
- (20) any damage or loss caused by neglect, misuse, abuse, improper installation, improper usage or wrong electrical supply/voltage or failure to operate the Covered Product in accordance with the instructions provided by the manufacturer of the Covered Product;
- (21) any damage or loss caused by voltage converter and or applying incorrect voltage to the Covered Product;
- (22) any damage of the Covered Product resulting from over running, excessive pressure, short circuiting, self-heating, arcing or leakage of electricity (Electrical Damages);
- (23) any damage of the Covered Product resulting from explosion or machinery breakdown;
- (24) any damage by fire, theft, burglary, neglect, misuse, or abuse. Acts of god including but not limited to earthquake, storm or tempest (wind), sand, water, flood, rising water, lightning, malicious damage, aircraft, vehicle impact, corrosion, battery leakage, power outages or surges, inadequate or improper voltage, or current, animal or insect infestation;
- (25) any damage or loss of the Covered Product function due to manufacturer design flaw and or defect resulting to the original manufacturer's Covered Product recall;
- (26) appearance or structural items, such as housing, case or frame, decorative parts or parts designated to be replaced periodically during life of the Covered Product, add-on items, accessories or attachments, external wiring and cabling, battery chargers, racks, bins, knobs, handles, antennas, remote control; or
- (27) any software programs, whether provided with the Covered Product and or installed subsequently. Any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

5) HOW TO OBTAIN A SERVICE?

You may obtain the Services by accessing the Screen Saver mobile app via Screen Saver app (available in Apple's App Store or Google's Play Store) by providing your Covered Product's E-Certificate Number, Serial and or IMEI Number, Proof of Damage, address of the Pick-Up location, Details Description on the Nature of Damage, the original sales receipt of your Covered Product and your Plan and Declaration of terms & conditions.

1. Visit Mobile App (Screen Saver)
2. Sign in
3. Select My Card and click on Submit Claim
4. Fill in Claim Form/Incident Report/Submit Damage Photos/Sign and Submit

6) MODE OF SERVICE DELIVERY

MPS will provide the Services through picking up the Covered Product from the designated location address provided by you within Malaysia only. The Service will be performed by an appointed service provider and the Service shall be completed within Fourteen (14) days from the date of collection of the Covered Product from you, or such other time that shall be notified to you, whichever later. Once the Service is completed, we will notify you in writing and you shall provide the designated location address immediately for the return of your Covered Product.

MPS reserves the right to change the method by which MPS may provide repair or replacement service to you, and your Covered Product's eligibility to receive a particular method of service. The Service will be limited to the options available in the country where Service is

requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Product cannot be serviced in the country it is in.

7) YOUR RESPONSIBILITIES

To receive the Services under the Plan, you agree to comply with the following:

- (a) provide all the supporting documents as required under these Terms;
- (b) respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, actions taken before the Covered Product experienced the issue and steps taken to resolve the issue;
- (c) comply with instructions from MPS, including but not limited to refraining from packing the Covered Product in accordance with shipping instructions;
- (d) **BACK UP THE SOFTWARE AND DATA RESIDING ON THE COVERED PRODUCT.**
MPS AND OR ITS' APPOINTED SERVICE PROVIDER MAY REINSTALL THE COVERED PRODUCT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED PRODUCT PRIOR TO SERVICE. DURING SERVICE, MPS AND OR ITS' APPOINTED SERVICE PROVIDER WILL DELETE THE CONTENTS OF THE COVERED PRODUCT AND REFORMAT THE STORAGE MEDIA.

MPS will return your Covered Product as the Covered Product was originally configured, subject to applicable updates. MPS may install IOS or Android OS updates as part of service. Third party applications installed on the Covered Product may not be compatible or work with the Covered Product as a result of the IOS or Android OS update. You will be responsible for reinstalling all other software programs, data and passwords.

8) LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MPS AND ITS EMPLOYEES AND AGENTS AND ITS APPOINTED SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS INCURRED DUE TO ANY DELAY IN RENDERING ANY SERVICES RELATED TO THE PLAN AND/OR LOSS OF USE DURING THE PERIOD THAT YOUR COVERED PRODUCT IS UNDERGOING THE SERVICE AT ITS APPOINTED SERVICE PROVIDER AND/OR AWAITING FOR THE REPLACEMENT PARTS FOR THE COVERED PRODUCT, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM MPS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF MPS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. MPS SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

MPS AT ITS SOLE DISCRETION, MAY REPLACE YOUR COVERED PRODUCT WITH ONE OF A LIKE KIND AND QUALITY IF THE COVERED PRODUCT IS NOT REPAIRABLE DUE TO THE PART BECOMING OBSOLETE OR BEYOND ECONOMIC REPAIR. DUE TO TECHNOLOGICAL ADVANCES, THE REPLACEMENT PRODUCT MAY BE OF LOWER RETAIL VALUE THAN THE ORIGINAL COVERED PRODUCT. REPLACEMENT PARTS WILL BE ORIGINAL OR THIRD PARTY ORIGINAL EQUIPMENT MANUFACTURER'S PARTS

THAT PERFORM TO FACTORY SPECIFICATIONS OF THE COVERED PRODUCT AND SHALL BE DETERMINED AT MPS SOLE DISCRETION. FAULTY PARTS AND/OR DEVICES MUST BE RETURNED AND BECOMES THE PROPERTY OF MPS. ADDITIONAL TRANSPORT FEES ARISING FROM ANY FAILURE TO PICK-UP OR RETURN THE DEVICE IN ACCORDANCE WITH CLAUSE 6 WILL BE BORNE BY YOU. ANY SUCH REPLACEMENT WILL IMMEDIATELY TERMINATE THE PLAN.

9) DATA STORAGE

If your Covered Product is capable of storing any user data, it is possible that repairing your Covered Product may result in the loss of your data regularly. MPS will not be liable for any loss of data or loss of use during the period that your Covered Product is undergoing the service at MPS and or its appointed service provider.

10) TERMINATION

The Plan shall be terminated immediately without any refund of the price paid for the Plan if any of the following events occur:

- (a) expiry of the term of the Plan; or
- (b) when the Covered Product has been repaired and or replaced; or
- (c) the disposal, subsequent sale, lost or repossession of the Covered Product by you; or
- (d) the unauthorised repair or modification of the Covered Product; or
- (e) upon discovery of fraud or misrepresentation; or
- (f) breach of any of the Terms.

11) PERSONAL DATA PROTECTION

Upon successful activation of your Plan, you agree that any information or data disclosed to MPS under this Plan is not confidential or proprietary to you. Furthermore, you hereby agree and authorise MPS and its authorised third parties such as service providers, contractors, insurers and or agents to collect, use and disclose personal data about you and or about other persons furnished by you, now and in the future, on manual and or computer files for administrative and customer care purposes (together with such other information supplied to or obtained by MPS separately) including: (i) to allow MPS to investigate, assess and or pay service repair fees under your Plan (ii) to provide you and or other persons with information on the products and services for marketing purposes; (iii) for market research and (iv) tracking of sales data. MPS and or its authorised third parties may contact you and or these persons by post and telephone for these purposes. If there is any personal data relating to other individuals, you must have obtained prior consent from them (or if they are lacking in legal capacity, from their legal representatives, guardians or parents as the case may be) for MPS and its abovementioned authorised third parties to collect, use and disclose their personal data for the above purposes, and as if they were you. All personal data you provide shall be accurate and complete, and you will inform MPS of any changes to the personal data to your knowledge as soon as practicable. If you agree, MPS may also contact you by e-mail, SMS text or fax for these purposes. You may opt out at any time allowing MPS or its authorised agents to process your Information by writing to MPS.

12) GENERAL

- (A) MPS may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.
- (B) MPS is not responsible for any failures or delays in performing under the Plan that are due to events outside of MPS's reasonable control.
- (C) This Plan is offered and valid only if you are a resident of a country in which MPS offers the Plan. This Plan is not offered to persons who have not reached the age of 18. This Plan is not available where prohibited by law.

- (D) In carrying out its obligations MPS may, at its discretion and solely for the purposes of monitoring the quality of MPS's response, record part or all of the communications between you and MPS.
- (E) The terms of the Plan, including the original sales receipt of the Plan and the E-Certificate, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and MPS's entire understanding with respect to the Plan.
- (F) You must purchase and activate the Plan while your Covered Product is within the original manufacturer's One Year limited warranty. MPS is not obligated to renew this Plan. If MPS does offer a renewal, it will determine the price and terms.
- (G) With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with these Terms, each party submits to the exclusive jurisdiction of the courts of Malaysia.
- (H) This Plan is offered and valid only in Malaysia. The laws of the Malaysia govern these Terms.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representatives as of date first set forth above.

SIGNED by)
for and on behalf of)
ENS SMART SOLUTION SDN BHD)
in the presence of:-)

Name of Witness:
NRIC No of Witness:
Address:

SIGNED by)
For and on behalf of)
CG COMPUTERS SDN BHD)
in the presence of:-)

Name of Witness:
NRIC No of Witness:
Address: