

Data Protection Undertaking

In consideration of the sponsorship made by **Ace Canning Corporation Sdn Bhd** (Co. Reg No.: [●]) (“Company”) to the event organised by **Astro Radio Sdn Bhd** (Co. Reg. No.: 403472-D) (“ARSB”), ARSB agrees to share with the Company the personal data of the customers, participants, winners and/or the callers for the Company’s internal audit purpose (“Purpose”) and the Company hereby represents, warrants and covenants in this Data Protection Undertaking (“this Undertaking”) as follows:

1. DEFINITIONS

- 1.1 **“Personal Information”** is any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose, (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment, or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is an identified or identifiable from that information or from that and other information in the possession of ARSB, including any Sensitive Personal Information and expression of opinion about the individual, that may be (i) disclosed at any time to Company or its employees, agents, consultants or contractors (collectively, “Personnel”) by ARSB, in anticipation of, in connection with or incidental to the aforesaid Purpose; (ii) Processed (as defined below) at any time by Company or its Personnel in connection with or incidental to the Purpose; or (iii) derived by Company or its Personnel from the information described in (i) and (ii) above.
- 1.2 **“Process”** or **“Processing”** means collecting, recording, holding or storing the Personal Information, or carrying out any operation or set of operations on the Personal Information, including (a) organization, adaptation or alteration, (b) retrieval, consultation or use, (c) disclosure by transmission, transfer, dissemination or otherwise making available, or (d) alignment, combination, correction, erasure or destruction.
- 1.3 **“Sensitive Personal Information”** means any Personal Information consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence, etc.

2. PRIVACY, CONFIDENTIALITY AND INFORMATION SECURITY

2.1 Authority to Process Personal Information

- (a) Company shall Process Personal Information only for the Purpose stated above.
- (b) Any Processing of Personal Information by the Company beyond the Purpose stated must first obtain written approval from ARSB.

2.2 Disclosure of and Access to Personal Information

- (a) Company and its Personnel shall hold in strict confidence any and all Personal Information.
- (b) Company shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to the approval given by ARSB herein.
- (c) Where Company shares, transfers, discloses or otherwise provides access to any Personal Information to any third party or contracts any of its rights or obligations concerning Personal Information, Company shall enter into a written agreement with each contractor or

third party that imposes obligations on the contractor or third party that are substantially similar to those imposed on Company under this Undertaking.

- (d) Company shall only retain contractors that Company can reasonably expect to appropriately protect the privacy, confidentiality and security of the Personal Information.
- (e) Company shall not transfer Personal Information outside Malaysia without the explicit written consent of ARSB.
- (f) Company shall respond to any requests with respect to Personal Information received from ARSB's customers, consumers, participants, winners, callers or others in accordance with ARSB's instructions. Company shall cooperate with ARSB if an individual requests access to his or her Personal Information for any reason.
- (g) Company shall notify ARSB immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Information. ARSB shall have the right to defend such action in lieu of and on behalf of Company. ARSB may, if it so chooses, seek a protective order. Company shall reasonably cooperate with ARSB in such defense.

2.3 Compliance with Privacy and Information Security Requirements

Company shall comply with applicable laws, regulations and industry standards relating to the privacy, confidentiality or security of Personal Information (collectively, "Privacy Laws").

2.4 Personal Information Safeguards

- (a) Company shall maintain reasonable safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Information (hereinafter "Information Security Incident").
- (b) Company shall promptly inform ARSB in writing of any Information Security Incident in relation to the Personal Information of which Company becomes aware, but in no case longer than 24 hours after it becomes aware of the Information Security Incident. Such notice shall summarize in reasonable detail the effect on ARSB, if known, of the Information Security Incident and the corrective action taken or to be taken by Company. Company shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with ARSB in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident shall be communicated to ARSB prior to any publication or communication thereof.
- (c) Promptly upon request by ARSB, Company shall return to ARSB or its designee, or at ARSB's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to ARSB (which decision shall be based solely on ARSB's written statement), each and every original and copy in every media of all Personal Information in Company's possession, custody or control. In the event applicable law does not permit Company to comply with the delivery or destruction of the Personal Information, Company warrants that it shall ensure the confidentiality of the Personal Information and that it shall not use or disclose any Personal Information after such request by ARSB.

2.5 Right to Monitor

- (a) ARSB shall have the right to monitor Company's compliance with the terms of this Undertaking. During normal business hours, and without prior notice, ARSB or its authorized representatives may inspect Company's facilities and equipment, and any information or materials in Company's possession, custody or control, relating in any way to Company's obligations under this Undertaking. An inspection performed pursuant to this Undertaking shall not unreasonably interfere with the normal conduct of Company's business. Company shall cooperate fully with any such inspection initiated by ARSB.
- (b) In addition to and not in lieu of paragraph 2.5(a), in the event that the Personal Data Protection Commissioner ("Commissioner") requests to inspect the Personal Information in Company's possession, custody or control, the Company shall provide all reasonable assistance to the Commissioner and/or ARSB in order to facilitate such inspection, including the carrying out of any investigation pursuant to the Personal Data Protection Act 2010.
- (c) Company shall deal promptly and appropriately with any inquiries from ARSB relating to the Processing of Personal Information.

2.6 Injunctive Relief

Company agrees that any Processing of Personal Information in violation of this Undertaking, ARSB's instructions or any applicable Privacy Law, or any Information Security Incident, may cause immediate and irreparable harm to ARSB for which money damages may not constitute an adequate remedy. Therefore, Company agrees that ARSB may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. Company agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

3. INDEMNIFICATION

Company agrees to indemnify and hold harmless ARSB and its officers, employees, directors and agents from, and at ARSB's option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "Claims"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this Undertaking; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Company or its Personnel in connection with obligations set forth in this Undertaking; (iii) Company's use of any contractor providing services in connection with or relating to the Purpose under this Undertaking; or (iv) any Information Security Incident involving Personal Information in Company's possession, custody or control, or for which Company is otherwise responsible.

4. MISCELLANEOUS

- 4.1 This Undertaking is governed by Malaysian law and shall not be assigned without ARSB's prior written consent.
- 4.2 Company agrees that this Undertaking will be binding upon Company's servants, agents, personal representatives, assigns and successor-at-law; and will inure to the benefit of Company and its successors and assigns.

- 4.3 No delay or omission by any party in exercising any right under this Undertaking will operate as a waiver of that or any other right.
- 4.4 This Undertaking supersedes all prior representations, negotiations, arrangements, understandings or agreements and all other communications between ARSB and Company in connection with Company's Processing of Personal Information pursuant to the Purpose stated above.
- 4.5 The covenants set out in this Undertaking are separate and severable and enforceable accordingly and whilst the restrictions are considered by the parties to be reasonable in all the circumstances as at the date hereof, it is acknowledged that restrictions of such a nature may be invalid because of changing of the circumstances or other unforeseen reasons and accordingly, if any restrictions shall be adjudged to be void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wording thereof were deleted or the periods thereof reduced, such modifications shall be applied as may be necessary to make them valid and effective.

Signed for and on behalf of **Ace Canning Corporation**
Sdn Bhd (Company No.: [•]) by

Witnessed by:

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NAME:
NRIC:
DESIGNATION:

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NAME:
NRIC:
DESIGNATION: