

## **QC Terms of Business (TOB) (as at 18<sup>th</sup> August 2011)**

Thank you very much indeed for having QC on board.

We value your trust and commitment to securing our consulting services through the QC offerings. Whenever we work with you, these TOB apply. The same will be read together with your Terms Of Reference (TOR) to us and any other third parties' that you recommend or with QC Strategic Business Partners (SBP) who have conclusively agreed to work with us.

### **QC team**

You will be dealing directly with QC Managing Consultant who is responsible to undertake the TOR from the commencement until the completion of the agreed consulting offerings period. Such matters in relation to scheme of working arrangement with QC SBP must be agreed upon in advance so that you aware and confirm on their involvement.

### **QC consulting services**

Once QC is retained, we will agree with you the scope of our remit based on the TOR. Such information will be discussed beforehand so that we are very clear with your TOR and expectations. In the event there will be additional involvement by other professional advisers (except than the abovementioned third parties and QC SBP), we endeavour them to provide such information accurately, consistently and promptly.

We will discuss with you the timescale and format of our consulting provisions and agree to the preferred way of communications. In championing QC sustainability agenda, we shall communicate with you virtually via the available social media networks, e-mails and mobile. We disclaim such liabilities that are arising from the loss of confidentiality and privilege due to the risks of non-delivery, data corruptions, interception and transfer of viruses via the email communications between you, QC, QC SBP and third parties. In any event of doubt, kindly send QC an email for the purpose of verification of authenticity.

Depending upon the TOR, QC will only deliver its consulting services based on the required subject matter within the QC offerings. The nature is not to be regarded as permanent, unless, the TOR has outlined a recurring retainer role for a certain period of time. This, however, will be confirmed into digital undertaking and agreement.

QC consulting offerings is based on the Malaysian Personal Data Protection Act 2010. However, if you need a comparative global data protection and privacy consulting added value offerings, QC will work closely with QC SBP and this must be agreed upon prior to signing the TOR. QC will not be in the position to update you in relation to further amendments of the prevalent legislation, unless, the TOR specifies the same.

### **QC strategic business partners**

QC will consult you as to whether the QC SBP achieves your TOR. In the event you have your preferred professional advisers to work with QC, it must be agreed upon and there should be clear scopes, references and responsibilities to deliver. On this, QC expects your preferred professional advisers to be able to provide clear, accurate and prompt information as to achieve the required deliverables in your TOC. These

expectations are to be drawn back-to-back together with your preferred professional advisers.

QC will not be responsible and disclaim such liabilities if such actions, omissions, errors and deficiencies are resulted from your preferred professional advisers. The same application also applies to QC SBP, unless back-to-back obligations, expectations and deliverables are clearly agreed upon in the TOR.

If you wish to appoint QC to appoint and instruct a commendable professional adviser, we will select on your behalf and use reasonable care in selecting them. If this materialises, you will be their client and responsible for the payment of their consulting or professional fees and incurring expenses. If, in any event, we pay their fees upfront, we will invoice you for them and the payment due will be as itemised under the heading of QC Billings.

Such advice or works provided by the selected professional advisers subject to their respective terms of business and to your agreed TOR with us.

### **QC consultation fees**

QC fees will be charged based on billable hourly rate and the level of experience involved which is adjustable to reflect the nature of a matter and your TOR.

QC provides fees cap as a guide and it should not be perceived, understood and taken as a firm, binding and conclusive quotation, unless expressly stated via the TOR. The fees cap are exclusive the British VAT and the Malaysian Services Tax.

QC consultation fees are reviewed with effect from 1<sup>st</sup> June of each year, and such changes will be notified to you through e-mail.

QC also require you to provide a 20% of advanced payment being the deposit of our Consultation Fees based on the agreed TOR prior to commencing the works.

### **QC expenses**

QC will incur expenses through travelling, accommodation, translation (if any), registrations, formality fees and other similar expenses on your behalf. These may be incurred without your prior approval. In any event, we will notify you in the middle of the consulting period so that you may be aware of the expenses to be affected in the remaining 80% of payment.

### **QC billing**

QC will issue digital bills and invoices throughout our engagement with you and such bills or invoices will be issued separately in respect of the expenses incurred on your behalf, or QC SBP or your preferred professional advisers' behalf.

If you have detailed queries on our bill, you should highlight it expeditiously to our Managing Consultant and if you are required by the law of any other country to deduct any amount from the bill or invoice, you should pay additional amount to us so as to ensure that we receive the amount, which we would have otherwise received.

If our bill or invoice is unpaid within one month, we reserve the right to charge interest on the outstanding amount of the bill at the prevalent market rate of Maybank Berhad and interest will accrue one month after the date of payment.

If our bill or invoice is overdue for payment, we may act reasonably to suspend, terminate and end the consulting engagement by notifying you through e-mail and retain any documents, papers, correspondences and materials belonging to you and others with whom you are associated with, in each case regardless of the matter to which they relate.

If QC is favoured to work together with QC SBP and the preferred professional advisers, each party or the companies will be jointly and severally liable for the full payment of our fees, expenses and the British VAT and Malaysian Business Tax.

QC is only liable to issue British VAT invoices or the Malaysian Business Tax invoices to you but not to the party that you appoint to remit the bills.

In any event, if our services are subject to the British VAT and the Malaysian Business Tax, you must indemnify us fully on demand for any interest, penalties or legal costs that we incur as a result of any incorrect information to your VAT and Business Tax status which you have provided.

QC adopts digital invoice and bill, which replaces paper bill. In such circumstances, if agreed in the TOR, that you have provided the consent to our transferring information to a third party provider on your behalf, we will accept no responsibility for any such provider and cannot assure and guarantee that such digital invoice or billing which is of that nature will be uninterrupted or error free. If such error and fault occurs, you agree that QC will send paper bills for the purpose of rectification.

### **QC conflicts**

QC may not be able to be involved with such consulting matters if it relates directly to your best interest conflicts, or there is a significant risk that it will potentially conflict, within our obligations. Should such conflict of interest arises, we will be obliged to withhold such information or terminate our consulting engagement and the same is also reflected within the provision of conflict of interest in your TOR.

In the event you have retained us as a lead bidder in a particular tender, you agree that we may also act for other bidders, tenderers or others competing for the same tender on the basis that it will be only channeled through QC SBP and we will not communicate such confidential information to each other.

### **QC data protection & privacy**

QC endeavours, assures and guarantees the level of compliance in relation to the recommended compliance practices under the United Kingdom Data Protection Act 1998 and the Malaysian Personal Data Protection Act 2010. This is to be read and supplemented conjunctively with our Privacy Policy.

### **QC termination of engagement**

You may terminate our engagement at any time vide providing to us reasonable written notice via e-mail together with substantiated reasons which are deemed reasonable and qualified.

QC may stop acting for you when we have reasonable, qualified and substantiated reasons in the event such conflict of interests deemed to be significantly tarnishing the integrity of our professionalism and in the event such information is misleading, inconsistent and inaccurate by your preferred professional advisers and QC SBP.

If the termination is either by you or QC, you must pay our charges for work that have been carried out until the date of termination and we may keep all the materials we are entitled to retain until all of our charges and interest have been paid.

### **QC retention of documents**

QC retain such files and documents a minimum of six years, after which we may expunge of them, except for any documents that we have agreed upon via the TOR for safekeeping. The intellectual property rights of such documents remain within QC domain and we may archive such documents in our internal databases or a selected third party data centre provider or cloud service provider.

For the purpose of training QC may use the documents for other clients subject to our duty of confidence to you. In any event, you are entitled at any time to request the return of your original files after payment of all outstanding charges provided that you shall not be entitled to require us to destroy all paper and electronic records retained by us.

### **Applicable laws**

These terms are governed by English Laws and Malaysian Laws (Applicable Laws) in which where the contract is concluded through the agreed TOR. Such disputes arising out of or in connection with these terms or our services are subject to the exclusive jurisdiction of the English and Malaysian courts respectively.

### **Miscellaneous**

Quotient Consulting Sdn. Bhd. is a private company limited by shares incorporated in Malaysia under the Malaysian Companies Act, 1965, having the registration number 954443-H., and QC registered office is at 63, L1, Jalan Dato' Hj Eusoff, Damai Complex, Off Jalan Ipoh, 50400 Kuala Lumpur, Malaysia. Our consulting services are also branched out to our virtual strategic business networks in London, Jakarta, Brussels, Munich, Turkey, Singapore and Tokyo where these are incorporated under the respective laws of their Company Laws' jurisdictions whether as a sole proprietor or having the jointly and severally liable nature of incorporation.

The references to 'we', 'us' or 'our' are referred to QC.

QC, from time to time, may amend these terms of business and a copy of the latest version is retrievable and downloadable via Pdf format on QC website.