

## STANDARD TERMS OF ENGAGEMENT

This document sets out the current terms on which we accept instructions and charge for our services and which are accepted by you as forming part of our engagement.

### Appointment of Jeff Leong, Poon & Wong (“JLPW”) by you

These terms of engagement (“**TOE**”) and the provisions of our letter of engagement (“**LOE**”) shall form the terms of our appointment as your lawyers (collectively, “**Terms**”). By confirming our appointment in our LOE (which confirmation may be effected by your conduct if you continue to provide us with instructions), you have also accepted these TOE. If any of the provisions of these TOE are inconsistent with the provisions in our LOE, the provisions of our LOE shall prevail.

We may from time to time and at any time revise any of our Terms, and if so, we shall notify you in writing and provide you with the revised Terms. Our continued appointment after your receipt of our revised Terms shall be deemed as your acceptance of the revised Terms. The revised Terms shall supersede and replace all previous versions. If you are unable to agree to any revisions of our Terms, we may decline to act further in your matter by notice in writing in accordance with these TOE.

### Authority To Act

By your confirmation of our appointment, you have authorised us to act for you in your matter and in all matters necessary for or incidental to the proper conduct of your matter, whether as principal or as your agent. If required by us, you shall provide us with authorisation in writing in such form acceptable to us, confirming our appointment and our authority to act for you as your legal representatives.

Upon our receipt of your instructions to act for or on your behalf, we shall carry out your instructions with reasonable care, skill and diligence. However, we reserve the right to decline any instructions which are contrary to law or to our ethics.

Our representation of you does not include acting as counsel for any entity in which you hold equity or any of your clients, or any subsidiary, affiliate, employee, family member or other person (collectively “**Affiliates**”),

unless such additional representation is expressly undertaken by us.

We are not your general counsel, and our acceptance of the matter set forth in the engagement letter does not involve an undertaking to represent you or your interests in any other matter. Our representation does not include an obligation to advise you concerning legal developments that might have a bearing on your affairs generally. Similarly, we are not obligated to advise you of relevant legal developments that occur after the completion of a matter in which we represented you. We have no obligation to inform you of deadlines, option rights, expiration dates, or developments in the law, unless we have agreed in writing to do those specific things.

Unless you explicitly engage us to provide such services, we are not responsible for handling, notifying you of, or assisting you with, any disclosure, reporting, or other filing obligations that you may have. In the event we are engaged to provide you with reporting, disclosure, or other filing services, such services will be limited to that particular instance and will not extend in perpetuity unless otherwise agreed in writing. Should we agree to provide such services on an ongoing basis, you acknowledge and agree that it is your obligation to notify us of the occurrence of any triggering event that would require you to complete a report, disclosure, or other filing.

We have no duty to accept new engagements from you unless mutually agreed, even if we are representing you in other matters on an ongoing basis. If our relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing.

### Staffing

The partner who signed our LOE is the person primarily in charge of your matter. We shall inform you of any changes to the person primarily in charge of your matter. We may substitute, add to or remove lawyers working on your matter from time to time and at any time at our absolute discretion.

### Fees

Our fees for your matter shall be as agreed with you in our LOE, or if not agreed to, shall be charged on a time-



cost basis at our prevailing hourly charge out rates which are available on request.

Our fees for any work performed outside the scope of work described in our LOE or extending beyond the engagement period described in our LOE shall be also charged on a time-cost basis at our prevailing hourly charge out rates which are available on request. We shall inform you and obtain your consent prior to performing work outside the scope of work described in our LOE or extending beyond the engagement period described in our LOE.

If your matter is aborted prior to completion of the scope of work described in our LOE, our fees shall be determined on a time-cost basis at our prevailing hourly charge out rates, for work done from the date of our appointment up to the date of our receipt of the notification in writing from you that your matter is aborted, provided that our fees shall *not exceed* the agreed fees set out in our LOE. Our prevailing hourly charge out rates are available on request.

The work we charge fees for includes attending meetings or conferences, taking telephone calls, attendances in court, legal research, drafting, review of documents and waiting and travelling time.

### **Deposits, Expenses and Disbursements**

All costs and expenses incurred by us during your matter shall be fully reimbursed by you.

Our fees do not include the fees of any other third party. If we are required to engage the services of any third party for or on your behalf, the cost of their services shall be fully reimbursed to us by you.

Upon our appointment, we may require an initial payment of such amount as we may at our absolute discretion determine, to defray our costs and expenses. We shall be entitled to set-off such initial payment against our final invoice. If not fully set-off by us, then subject to full settlement of all our invoices, the balance will be refunded to you upon the completion of our work.

### **Clients or Trust Accounts**

We ordinarily deposit clients' or trust moneys in licensed banks or financial institutions of our choosing with whom we maintain accounts for this purpose. We assume no responsibility for determining whether you have other accounts with those institutions that could result in an

aggregation of accounts in excess of the limits of Perbadanan Insurans Deposit Malaysia ("PIDM") or other insurance limits. In the event of a bank or financial institution's failure, or other loss or diminution of funds in the account resulting from events beyond our control, we will have no responsibility to reimburse you for any amount held by us, whether because the amount exceeds the applicable PIDM insurance limitation or otherwise.

Unless there is an express agreement by us to place any clients' or trust moneys paid to our account in an interest bearing account with interest to be accrued for your benefit, we are not obligated to place such moneys in any interest bearing account and we will not be liable to account for or pay any interest accrued on any such moneys to you.

You authorize us, if we so choose, to disburse any clients' or trust moneys or proceeds deposited for your benefit to pay any fees and expenses for this engagement or any other matter being handled by us for you or your Affiliates.

You shall not be entitled to assign any rights to any clients' or trust moneys held by us for your benefit.

In the event that there is a dispute between you and a third party regarding any amounts or documents held by us as clients' or trust moneys or escrow documents including in our capacity as stakeholders, we are entitled to interplead at your costs those moneys or documents to the Court for resolution of the dispute if you and the third party are unable to resolve the dispute amicably after a reasonable period of time.

### **Taxes**

Unless otherwise agreed in writing, our fees are exclusive of taxes, stamp duties and other charges as may be imposed or charged under Malaysian law ("**Taxes**"). Applicable Taxes shall be borne by you.

If any amount payable on any of our invoices is subject to withholding tax in accordance with the laws and regulations of any jurisdiction, such withholding tax shall be borne by you. If we are charged with any such withholding tax, we shall be entitled to recover from you the amount of the withholding tax so charged.

If we are liable to remit any taxes on any disbursements paid or incurred by us for or on your behalf, the amounts

payable by you will be increased by the amount of such taxes. Stamp duty chargeable on any engagement letter issued by us to you shall likewise be borne by you,

### Billing Arrangements and Payment

Unless otherwise agreed in writing, we may issue interim invoices for fees and disbursements from time to time and at any time during your matter, at our absolute discretion.

Any arrangement where interim invoices for fees and disbursements are issued upon agreed milestones is purely for practical reasons and fees invoiced do not necessarily commensurate with the work done on your matter. We reserve the right to fees for work done from our appointment up to the termination of our appointment.

All amounts invoiced are due and payable upon issuance of invoice. If any invoice remains unpaid for more than 30 days from issuance, we may–

- (a) suspend or withhold further work or decline to act further on any matters on which you instruct us;
- (b) charge interest on the outstanding amount at the prevailing rate applicable under the Solicitors' Remuneration Order 2005;
- (c) exercise a lien over papers, documents and funds being held by us for any matters on which you instruct us, for the outstanding amount; and
- (d) apply funds held by us for or on your behalf for any matters on which you instruct us, against the outstanding amount.

Notwithstanding any Terms to the contrary, we may from time to time and at any time during your matter, require advance payment of fees and/or disbursements on account, should we consider it appropriate. Any monies on account will be paid into our clients' account until used for expenses or until delivery to you of an invoice. Unless there is an express agreement to place any monies paid to our account by you in a fixed deposit account for your benefit, we will not be liable to pay any interest on such monies to you.

You shall always remain primarily liable to us for payment of our invoices for any matter on which you instruct us.

### Costs of Court Actions

If a matter involves action in court and costs are ordered to be paid to the other party to the action, the costs

payable under that order shall be in addition to our fees and disbursements. If a matter involves action in court and the other party to the action is ordered to pay costs, you remain liable to pay us our fees and disbursements unless we receive the payment from the other party. If a matter involves action in court and the other party to the action is ordered to pay costs, but the amount recovered under that order is less than the fees and disbursements payable to us, you remain liable to pay the shortfall.

### Authorised Representatives

Unless otherwise informed in writing by your signatory of our LOE, we are entitled to take instructions from person identified by your signatory as your representatives, whether orally or in writing or from any person who has ostensible authority to give instruction to us. We are not obligated to confirm or verify their authority to act as your representative.

### Liability

To the fullest extent permitted by law, our liability under this engagement shall be limited to the amount of our fees only, whether in contract, tort or otherwise.

### Conflicts

By your confirmation of our appointment, you consent as follows:

- (a) for us to represent–
  - (i) other present or future clients in matters directly adverse to you which are not substantially related to matters on which you instruct us;
  - (ii) other present clients or future clients who are considered directly adverse parties in matters on which you instruct us, but our representation of such clients are in matters that are not substantially related to matters on which you instruct us; and/or
  - (iii) you, in future transactions, litigation or other disputes directly adverse to other clients in matters not substantially related to matters on which such other clients instruct us;
- (b) that to the extent it is reasonably necessary consult with or secure consent from other present or future clients who are or may become adverse to you in order to clear or address actual or potential conflicts of interest, we may disclose to each such present or future client that we have or had a solicitor-client relationship with you; and
- (c) that we may consult with our firm counsel (either our internal counsel or if we choose, external counsel)



if we determine at our absolute discretion during your matter that it is appropriate to do so, despite any alleged conflict of interest.

We shall not use any confidential information concerning you, acquired by us from our representation of you, in any other matter in which we represent a party directly adverse to you.

### **Communications**

Unless otherwise instructed in writing, we may–

- (a) address written communication from us to you by post or other delivery, fax or email to any address, fax number or email address which you provide to us, or which appears on communications which we receive from you; and
- (b) communicate with you by instant messaging services (e.g., WhatsApp, iMessage, Telegram, etc.) and voice over IP services (e.g., WhatsApp, ZOOM, Microsoft Teams, etc.).

Electronic communications may be at risk of failure or delay in sending or receiving communications, security breaches which may lead to a breach of confidentiality and loss of privilege and transmission of computer viruses. By your confirmation of our appointment, you accept the risks of electronic communication and release us from all liability, loss, damage or expense caused by risks associated with the electronic communication.

### **Termination**

We may terminate our engagement at any time by notice in writing if–

- (a) all or any part of any of our invoices are not paid within 30 days of issuance;
- (b) we are unable to reach agreement on any revisions of our Terms;
- (c) we are required to do so due to ethical or legal restrictions; or
- (d) we have other reasonable cause to cease acting.

We shall not be required to assign reason for any termination.

Upon termination of our engagement, we may withdraw and discharge ourselves as counsel from the court record on any contentious matter. We shall issue our final invoice for all services rendered at any time after the termination of our engagement.

### **Document Retention**

Unless otherwise instructed in writing, we are not obligated to retain any documents in storage on your behalf. If we are instructed to retain documents, we shall only retain such documents for 2 years from the conclusion of your matter, after which we will destroy all documents. If we are required to retain documents for more than 2 years from the conclusion of your matter, we reserve the right to recover storage costs from you. If a request is made for any documents to be delivered to you or any other person, costs of retrieval, printing, photocopying, handling and delivery shall be borne by you.

### **Confidentiality**

We shall maintain solicitor-client confidentiality and shall keep confidential all information obtained from you. Notwithstanding anything to the contrary, we may disclose your confidential information if required under applicable laws or regulations, governmental or regulatory authority (e.g., Central Bank of Malaysia, Securities Commission Malaysia, Bursa Securities, Malaysia Anti-Corruption Commission, Royal Malaysia Police, Inland Revenue Board Malaysia etc.), or court of any competent jurisdiction. We shall not be liable for any consequence of such disclosure even if it subsequently transpires that the governmental authority or regulatory body concerned had no power or basis to require disclosure of such information.

We shall not be bound by any confidentiality obligations in respect of information which is already in the public domain or comes into the public domain otherwise than by reason of breach of our confidentiality obligations.

### **Successors in title**

These TOE shall continue to apply to your successors in title. In the event JLPW converts to limited liability partnership, all persons who have engaged or are engaging JLPW in connection with our practice as advocates and solicitors shall be deemed to be persons who have engaged or are engaging the limited liability law partnership in connection with its practice as advocates and solicitors without the need for the consent of or notification to any person making such engagement or any other person and without further assurance, act or deed. These TOE (as may be amended from time to time) shall continue to apply to such persons' engagement of the limited liability partnership.

## Intellectual Property

We retain all intellectual property rights in all documents and materials prepared by us in your matter. To the extent that we determine it does not adversely affect your matter, we may disclose that we have or had a solicitor-client relationship with you in our firm profile, portfolio and submissions to legal directories and legal firm ranking organisations.

## Personal Data Protection

Please refer to our Privacy Policy for information on how and why we process your personal data. Our Privacy Policy is available on our website at <https://jlpw.com.my/privacy-policy/>.

## Anti-Money Laundering and Counter Terrorism Financing

As a reporting institution under the *Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001* ("**AMLA 2001**"), we are required to conduct and maintain ongoing customer due diligence on our clients, persons acting on behalf of our clients and other relevant persons. Accordingly, the following information and documents are required from new clients of our firm and updates may be requested from time to time and at any time:

*For Individuals:* a photocopy of your NRIC or Passport;

*For Companies:*

- (a) the company's Certificate of Incorporation, Constitution, and Annual Return or Superform, or such equivalent statutory documents of your jurisdiction evidencing the company's incorporation, nature of business and address, certified as a true copy by a director or company secretary;
- (b) the company's Form 49 or Section 58 Notification or such equivalent statutory documents of your jurisdiction with information of all directors having equity interests of more than 25%, certified as a true copy by a director or company secretary;
- (c) the company's Register of Members or such equivalent statutory document of your jurisdiction with information of all shareholders having equity interests of more than 25%, certified as a true copy by a director or company secretary;
- (d) a photocopy of the NRIC or Passport of the person authorised to represent the company, certified as a true copy by a director or company secretary;
- (e) where the person authorised to represent the company is not a director or senior management, directors' resolution in writing authorising such

person to act as the representative of the company, certified as a true copy by a director or company secretary;

- (f) directors' resolution in writing approving our appointment and authorising us to act as the legal representatives of the company, certified as a true copy by a director or company secretary;
- (g) the identity of the ultimate beneficial owners of the company; and
- (h) the ownership and control structure of the company.

If providing any of the above documents is a problem, please do let us know so we can determine if what you are able to provide is sufficient for compliance with the AMLA 2001.

If all necessary information and documents are not provided to us, we may not be able to commence or continue our work and we may have to terminate our appointment. We are not liable for any delay in our engagement due to your failure to provide the necessary information and documents.

Under certain circumstances, we may be required under the AMLA 2001 to make suspicious transaction report to the Central Bank of Malaysia. By your confirmation of our appointment, you consent for us to make such disclosures if required.

## Anti-Bribery and Anti-Corruption

Please refer to our anti-bribery and anti-corruption policy which is available on our website at [www.jlpw.com.my](http://www.jlpw.com.my).

## Governing Law

These TOE shall be governed by and construed in accordance with the laws of Malaysia and you agree to be subjected to the non-exclusive jurisdiction of the courts in Malaysia.

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