

Professional Engagement

General Terms and Conditions

Donny & Ong

A1-07-12 Arcoris Business
Suite, Jalan Kiara
Mont Kiara
50480 Kuala Lumpur
+603 6412 2216



Professional Fees

Our professional fees are usually charged by the amount of time spent by the lawyers attending to the Client's matter in accordance with their respective seniority. For your information, our hourly rates for 2025/2026 are as follows:

Partner: RM1,200 - RM1,500

Senior Associate: RM750 - RM900

Legal Associate: RM450 - RM700

Our proposed fee proposal is based on and subject to the assumptions set out below:

- (a) Our professional fee quoted does not include any applicable service tax or disbursement for costs and expenses incurred during our engagement (read further for more details on tax and disbursement charges);
- (b) no matters emerge which are or will become litigious or are challenged by a third party;
- (c) we will not be required to advise on foreign law issues, tax or financial related matters; and
- (e) there are no unforeseen or unusual structural or legal issues for transaction of this nature.

Should the matter be aborted for whatsoever reason, we will not be charging our professional fees in full and the Client will only be required to remit the professional fees for our work done and/or services rendered up till the date on which we receive from the Client, a stop work notice in writing (whether in the form of a letter, e-mail or text message or other comparable means).

Please note that if the matter does not progress as what we have anticipated or should the actual work to be rendered be more complex than what we have envisaged, our fee proposal might be subject to adjustments but we will consult the Client prior to any adjustment made and seek the Client's agreement on the revised fee.

The fee proposal is for the scope expressly mentioned and excludes any other scope (ancillary or otherwise), which will be subject to a separate fee proposal upon such request.

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Billing

Subject to any agreement to the contrary, we will bill based on the timeline provided as indicated in our fee proposal. Payment requests will be issued upon achieving the appropriate milestones and payment is due within seven (7) days of issuance of our statement. A final bill will be rendered on completion of the matter. Amounts outstanding after such time may be subject to an interest at a rate of 8% per annum. We may, upon request, provide summarised narratives of the work done and time spent together with our bill rendered.

Except as otherwise agreed, all amounts to be paid to us shall be paid in **Ringgit Malaysia (RM)**. Where it is agreed that an invoice may be paid in another currency other than Ringgit Malaysia (RM), the rate of exchange to be used for the conversion shall be the rate applied by our accounting system when the applicable transaction is processed.

Disbursements

Our charges for disbursement typically include charges incurred for printing, photocopying and binding, telephone charges and administrative support team's overtime (if necessary) at our standard rates.

In addition, we will also charge or pass on to the Client, other out-of-pocket expenses which we may need to incur and which have not already been set out above. Depending on the involvement of other experts (if any) in the matter, such charges may include agents' fees, foreign counsel's fees, costs and disbursements for courier, registration and filing fees (including fees payable to the government authorities and court), public searches, travel costs and stamp duty, where relevant. Such disbursements could also include any applicable taxes such as the service tax at its prevailing rate upon billing. Billing of such disbursements may occasionally be billed to us later than the month in which they are incurred and as such, may result in a delay in billing them to you.

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Service Tax

The Service Tax Act, 2018 came into effect on 1 September 2018. Our firm as a registered service provider will be required to charge and levy a service tax on our services at the applicable rate as may be determined by the Government of Malaysia subject to any exemptions as may be issued / ordered by the Government of Malaysia from time to time. The current rate of service tax is 6% and effective 1 March 2024, the rate will be increased to 8% (where appropriate), chargeable on our professional fees in respect of our legal services rendered.

Termination of Appointment

Either party may at any time unilaterally terminate this engagement by providing a seven (7) working days prior written notice provided that full settlement of any pending or billable professional fee (only for work already rendered) is effected by the Client. Please note that it is our general policy for any termination from our end to be compliant with the applicable rules of professional responsibility (to the extent any is applicable).

Termination of our engagement will not affect the Client's responsibility for payment towards our legal services rendered and charges incurred during the interim period before termination and in connection with an orderly transition of the matter.

Upon our engagement under this fee proposal, at any juncture if we receive no instructions from the Client or if the matter is in any way kept in abeyance (as we may deduce) for any continuous period of two (2) months, our fee proposal shall automatically be terminated without any additional action from any party. Any pending or billable professional fees (only for work already rendered) is required to be settled immediately.

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Conflict of Interest

For purposes of our engagement and, in particular, conflicts of interest, our Client is the corporate entity / individual (as the case may be) to whom our fee proposal is addressed to and we shall at all times be acting on the instructions of the relevant representative / individual in active liaison with us.

It is our policy at all times to act in accordance with the ethical requirements of our profession and to avoid conflicts of interest. The Client should note, however, that under the rules of our profession, we may, without your consent, act in matters not substantially connected to the subject matter of this engagement for other persons or entities whose interests are adverse to the Client or adverse to persons or entities affiliated or related. The adversity may be in any matter, regardless of type, importance or severity of the matter.

Entire Agreement

Our engagement, once confirmed in writing by the Client, constitutes the entire understanding between us and supersedes any prior understandings, written or oral, relating to its subject matter, and will govern the assignment set forth in the fee proposal. Any change must be made or confirmed in writing, which may include a further fee proposal in relation to any subsequent matter on which we agree to act for the Client. Any reference to "writing" or cognate expressions include a reference to any communication effected by email, WhatsApp messages, instant messages from any other available platforms or other comparable means.

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Personal Data Protection

Each Client hereby irrevocably consent and authorise us to:

(a) be provided information including but not limited to personal data and information which relate directly or indirectly to the individual and other information regarding the transaction contemplated herein ("**Personal Data**") as may be required by us for use in accordance with the terms and conditions herein and for the purpose of carrying out our duties as the Client's legal counsel for the transaction contemplated herein;

(b) carry out the necessary reference checks including but not limited to credit reference / reporting checks and anti-money laundering checks to further ascertain the Client's (or its representatives, if applicable) status and/or any related individual;

(c) disclose the Client's Personal Data and/or any related individual in accordance with our privacy notice available at www.donnyong.com,

at our discretion as we may deem fit, without further reference to the Client and any related individual. You agree to undertake the responsibility to update us in writing should there be any change to the Personal Data relating to the Client or any related individual. This paragraph shall be without prejudice to any other paragraph in this letter which provides for the disclosure of information.

We thank you for your understanding and cooperation in providing us with information which will facilitate our compliance with the above requirements.

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Use of Emails

Each Client agrees that communications between us may be by e-mail and while we will make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system, it is the Client's responsibility to put in place measures to protect its computer or IT system against any such virus or defect.

Documents sent to our Clients by e-mail (whether or not containing confidential information) will not be encrypted unless the Client requests us, in writing, to encrypt outgoing e-mail and we are able to agree with the request and implement mutually acceptable encryption standards and protocols. We do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Miscellaneous

As part of Malaysia's efforts to reduce the risk of money-laundering or terrorist financing activities, please note that law practices in Malaysia are required to take reasonable measures to identify and verify the identity of a Client before starting work on a matter and to obtain evidence as to the nature and purpose of the business relationships involved in certain types of matters. In this regard, the Client represents and warrants to us that it/he and any related individuals involved in the transaction contemplated herein understand and have not and will not violate any of the anti-money laundering and anti-bribery laws and regulations and that none of it/him or such related individual has been convicted of violation of any law enforcement authorities or other relevant authorities in respect of any breach or potential breach of anti-money laundering and anti-bribery laws and regulations. The Client further represents and warrants that all amount payable or to be received pursuant to and in connection with the transaction contemplated herein as well as our engagement as its/his legal counsels are not proceeds of nor intended for or being transferred for any illegal activities such as money laundering and corruption activities or activities prohibited by the laws of Malaysia and any other jurisdictions and any remittance of monies into Malaysia is in compliance with the relevant foreign exchanges rules of Malaysia.