

NADI HARSA ENTERPRISE
EVENT CONSULTING, HOSTING, PHOTOGRAPHY, VIDEOGRAPHY & PRODUCTION
AGREEMENT WITH STATED TERMS AND CONDITIONS

Effective Date: 20th September 2026

Service Provider: NADI HARSA ENTERPRISE

Business Registration No.: 202403342734 / LA0074784-A

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1. APPLICATION AND CONTRACTUAL PARTIES

1.1 These Terms and Conditions (“**Terms**”) govern all event consulting, event hosting, photography, videography, content production, event production, coordination, media coverage, technical production and related services supplied by **Nadi Harsa Enterprise** (“**Nadi Harsa**”, “**Service Provider**”, “**we**”, “**us**” or “**our**”) to the person, company, organisation or entity identified in the applicable quotation, invoice, booking form or order (“**Client**”, “**you**” or “**your**”).

1.2 Nadi Harsa is a sole proprietorship. The contractual service provider is **Nadi Harsa Enterprise**, and not any website, brand, social-media account, marketplace, platform, employee, freelancer or other trading name unless expressly stated in writing.

1.3 The following documents together constitute the agreement between Nadi Harsa and the Client (“**Agreement**”):

- (a) the accepted quotation or proposal (“**Quote**”);
- (b) the selected package and add-ons;
- (c) any invoice or booking confirmation;
- (d) these Terms; and
- (e) any written variation expressly accepted by Nadi Harsa.

1.4 No oral statement, informal discussion, telephone conversation, social-media message, marketing material, portfolio image, previous booking, employee statement or representation shall amend or enlarge the Agreement unless expressly confirmed in writing by an authorised representative of Nadi Harsa.

2. DEFINITIONS

2.1 “**Booking Date**” means the date on which Nadi Harsa receives the required cleared payment and confirms the booking in writing.

2.2 “**Event**” means the event identified in the Quote.

2.3 “**Event Date**” means the date stated in the Quote or a replacement date expressly confirmed in writing under these Terms.

2.4 “**Event Venue**” means the venue stated in the Quote or subsequently confirmed in writing.

2.5 “**Services**” means only the services expressly stated in the accepted Quote.

2.6 **“Deliverables”** means only the photographs, videos, edited files, hosting services, consultation outputs, production outputs, equipment, personnel, hours, quantities and other items expressly identified as deliverables in the Quote.

2.7 **“Third-Party Supplier”** means any independent venue, freelancer, contractor, supplier, technician, decorator, equipment provider, performer, entertainer, transport provider, security provider, venue-appointed provider or other person or business not directly employed by Nadi Harsa.

2.8 **“Competing Provider”** means any person or business engaged to provide services which are substantially similar to, overlap with, duplicate or directly compete with the Services purchased from Nadi Harsa.

2.9 **“Client Representative”** means any person designated or authorised by the Client to give instructions, approvals, receive communications or make decisions relating to the Event.

2.10 **“Working Day”** means Monday to Friday, excluding Malaysian public holidays applicable to the location concerned.

2.11 Headings are for convenience only and do not affect interpretation.

2.12 The singular includes the plural and vice versa where the context requires.

3. FORMATION AND ACCEPTANCE

3.1 The Client is legally bound by this Agreement upon the earliest occurrence of any of the following:

- (a) signing the Quote;
- (b) electronically accepting the Quote;
- (c) ticking an acceptance checkbox;
- (d) clicking an online acceptance or booking button;
- (e) making any payment towards the booking;
- (f) instructing Nadi Harsa to commence preparation or performance; or
- (g) otherwise communicating acceptance of the booking in writing.

3.2 The Client confirms that the person accepting the Agreement has authority to bind the Client.

3.3 Where the Client is a company, association, business, organisation or other entity, the person making the booking warrants that he or she has authority to act for that entity.

3.4 Electronic acceptance and electronic communications shall constitute contractual records to the extent permitted by applicable law.

3.5 The Client agrees that Nadi Harsa may retain the electronic record of the acceptance, including the date, time, account, email, telephone number, checkbox record, payment record, system log and relevant communications as evidence of the Agreement.

4. QUOTATION, PACKAGE AND EXACT SCOPE

4.1 The Client purchases only the package, Services, quantities, durations, personnel, specifications and Deliverables expressly selected or stated in the Quote.

4.2 **Anything not expressly stated in the Quote is excluded.**

4.3 No item shall be treated as included merely because:

- (a) it appears in a portfolio;
- (b) it appeared in another Client's package;
- (c) it is commonly provided by another supplier;
- (d) the Client assumed it was included;
- (e) an employee mentioned it informally;
- (f) it appeared in marketing material;
- (g) it was discussed verbally; or
- (h) the Client expected it as a matter of convenience.

4.4 The selected package and checked/ticked items constitute the agreed Deliverables.

4.5 The Client shall not subsequently demand additional Deliverables without a written variation.

4.6 A package description shall prevail over any general marketing description where the two differ.

5. PRICE AND PAYMENT

5.1 A **50% deposit** of the total quoted amount is required to confirm the booking unless the Quote expressly states otherwise.

5.2 The booking is not confirmed until the 50% deposit has been received in cleared funds and Nadi Harsa has confirmed the booking in writing.

5.3 A payment screenshot, bank transfer instruction, transaction reference, payment promise or payment initiation shall not constitute cleared payment.

5.4 Unless the Quote provides otherwise, the remaining 50% balance shall be paid no later than **seven (7) calendar days before the Event Date**.

5.5 Where the booking is made fewer than seven (7) calendar days before the Event Date, the full outstanding amount shall be payable immediately unless Nadi Harsa expressly agrees otherwise in writing.

5.6 Nadi Harsa may suspend preparation, supplier confirmation, mobilisation, equipment allocation, delivery, editing or performance until overdue payment has been received.

5.7 Nadi Harsa is not obliged to incur Third-Party Supplier expenditure before receiving sufficient funds from the Client.

5.8 Any additional cost caused by the Client, venue, supplier, event postponement, scope change, urgent booking, overtime, additional equipment, additional personnel, travel, parking, accommodation, permits, or other additional requirements shall be payable separately.

6. CLIENT'S RESPONSIBILITY FOR INFORMATION

6.1 The Client shall provide complete, accurate and timely information.

6.2 The Client is responsible for all information supplied to Nadi Harsa concerning:

- (a) Event Date;
- (b) Event Venue;

- (c) programme;
- (d) timing;
- (e) number of attendees;
- (f) access;
- (g) venue rules;
- (h) contact persons;
- (i) required equipment;
- (j) production requirements;
- (k) content;
- (l) speakers;
- (m) performers;
- (n) Client-owned materials;
- (o) permits;
- (p) licences;
- (q) parking/loading arrangements; and
- (r) any other information necessary for performance.

6.3 Nadi Harsa shall not be liable for a failure caused by incomplete, incorrect, contradictory, late or misleading information supplied by the Client.

6.4 Any delay arising from the Client's failure to provide required information shall not extend Nadi Harsa's obligations where the relevant extension is not reasonably practicable.

7. 60-DAY SUPPLIER CONFIRMATION RULE

7.1 Where the Services require a Third-Party Supplier, the Client acknowledges that the availability and confirmation of that supplier is not guaranteed merely because the Client has requested the Service.

7.2 For any Event scheduled **more than sixty (60) calendar days after the Booking Date**, supplier-dependent Services shall only be treated as secured when:

- (a) the supplier has confirmed availability;
- (b) the required supplier deposit or payment has been received by the supplier;
- (c) all required Client information and approvals have been provided; and
- (d) Nadi Harsa has confirmed the supplier arrangement in writing.

7.3 Where the Event is scheduled **within sixty (60) calendar days after the Booking Date**, the Client acknowledges that supplier availability may be materially restricted.

7.4 For an Event booked within sixty (60) calendar days, Nadi Harsa shall not be liable for the unavailability of a Third-Party Supplier where:

- (a) the supplier declines the booking;
- (b) the supplier is already unavailable;
- (c) the supplier requires payment that has not been received;
- (d) the Client has not supplied the information or approval required;
- (e) the booking is made too close to the Event Date for reasonable supplier confirmation;
- (f) venue restrictions prevent the supplier from performing; or
- (g) the inability to secure the supplier is outside Nadi Harsa's reasonable control.

7.5 A provisional quotation, enquiry, telephone discussion, tentative hold or verbal statement from a supplier does not constitute confirmation.

7.6 Any urgent-booking premium, supplier price increase, cancellation charge or additional cost resulting from a booking made within sixty (60) days shall be payable by the Client.

7.7 Nadi Harsa may offer a substitute supplier or substitute service where reasonably available but does not guarantee that any substitute will have identical pricing, personnel, specifications, availability or quality.

8. THIRD-PARTY SUPPLIERS

8.1 Unless expressly stated otherwise in the Quote, a Third-Party Supplier is an independent service provider.

8.2 Nadi Harsa shall not be responsible for an independent Third-Party Supplier's:

- (a) negligence;
- (b) misconduct;
- (c) non-attendance;
- (d) delay;
- (e) cancellation;
- (f) insolvency;
- (g) pricing;
- (h) equipment failure;
- (i) personnel shortage;
- (j) licensing;
- (k) insurance;
- (l) technical failure; or
- (m) failure to perform,

except to the extent that applicable law imposes direct liability upon Nadi Harsa for its own proven act or omission.

8.3 Nadi Harsa may coordinate, communicate with or facilitate the appointment of Third-Party Suppliers without assuming the legal obligations of those suppliers.

8.4 The Client remains responsible for all supplier costs which the Client has authorised or which are expressly payable by the Client under the Quote.

8.5 Supplier deposits and external charges may be non-refundable according to the supplier's own terms.

9. EVENT-SPECIFIC EXCLUSIVITY AND COMPETING PROVIDERS

9.1 Where the Client appoints Nadi Harsa for photography, videography, production, event hosting or any other identified Service, the Client shall not, without Nadi Harsa's prior written consent, appoint, engage, instruct, permit or authorise a Competing Provider to perform substantially similar or overlapping Services:

- (a) at the same Event;
- (b) on the same Event Date; and
- (c) at the same Event Venue.

9.2 This restriction applies only to the specific Services contracted with Nadi Harsa and only for the specific Event.

9.3 This restriction does not prevent the Client from engaging providers for:

- (a) services which are materially different from the Services;
- (b) services expressly excluded from the Quote;
- (c) venue-mandated services disclosed before booking;
- (d) providers expressly disclosed and approved in writing before booking; or
- (e) ordinary personal photography or recording by Event guests for non-commercial personal use.

9.4 The Client shall disclose before booking any existing appointment involving another photographer, videographer, production company, content creator, host, MC or substantially similar service provider.

9.5 If the Client subsequently appoints or permits a Competing Provider in breach of this Clause, that appointment shall constitute a **material breach of the Agreement**.

9.6 The Client is responsible for compliance with this Clause by persons acting under the Client's authority or direction, including event planners, agencies, staff and representatives.

9.7 This Clause does not restrict the Client from engaging competitors generally, conducting its business generally, or using competitors at unrelated future events.

10. PARALLEL PROVIDER TERMINATION RIGHT

10.1 Upon the Client's material breach of Clause 9, Nadi Harsa may, without further obligation to continue the affected Services:

- (a) refuse to commence the affected Services;
- (b) suspend the affected Services;
- (c) withdraw its personnel and equipment;
- (d) terminate the Agreement with immediate effect by written or electronic notice; and/or
- (e) recover losses and costs legally recoverable from the Client.

10.2 Nadi Harsa shall not be required to continue providing a Service after the Client has intentionally or knowingly replaced, duplicated or materially interfered with that Service through an unauthorised Competing Provider.

10.3 Termination under this Clause shall arise from the Client's breach and shall not constitute cancellation by Nadi Harsa for purposes of any Client cancellation remedy.

11. COMPETING PROVIDER, ATTRIBUTION AND REPUTATION

11.1 The Client shall not knowingly represent that work performed by another provider was performed by Nadi Harsa.

11.2 The Client shall not knowingly permit another provider to represent itself as Nadi Harsa, as part of Nadi Harsa, as Nadi Harsa's crew, or as a provider appointed by Nadi Harsa without written authority.

11.3 The Client shall not knowingly publish or communicate a materially false statement of fact attributing another provider's:

- (a) work;
- (b) delay;
- (c) failure;

- (d) conduct;
- (e) pricing;
- (f) equipment failure;
- (g) technical failure; or
- (h) other act or omission

to Nadi Harsa.

11.4 The Client acknowledges that unauthorised parallel engagement may create confusion concerning responsibility for Event coverage and Deliverables.

11.5 Nothing in this Clause prohibits truthful complaints, truthful reviews, reports to regulators or authorities, legal proceedings, evidence supplied to a lawyer, or other communications protected by law.

12. DEPOSIT AND CONSEQUENCES OF CLIENT BREACH

12.1 Where the Client commits a material breach, including a breach of Clause 9, Nadi Harsa may retain the deposit to the maximum extent permitted by applicable Malaysian law as compensation for:

- (a) reservation of the Event Date;
- (b) lost availability;
- (c) preparation;
- (d) administrative work;
- (e) personnel allocation;
- (f) equipment allocation;
- (g) supplier commitments;
- (h) opportunity cost; and
- (i) other losses caused by the breach.

12.2 Any amount stipulated or retained under this Agreement is subject to applicable Malaysian law concerning reasonable compensation.

12.3 Where the actual direct and legally recoverable loss exceeds the retained deposit, Nadi Harsa may pursue the additional amount to the extent permitted by law.

12.4 Retention of the deposit does not constitute an acknowledgement that the deposit is the maximum amount recoverable from the Client for Client-caused damage or breach unless expressly stated otherwise.

13. CANCELLATION BY CLIENT

13.1 Once a booking has been confirmed, cancellation by the Client shall not automatically entitle the Client to a refund.

13.2 The 50% deposit is **non-refundable**, subject to rights which cannot lawfully be excluded and subject to applicable requirements concerning reasonable compensation.

13.3 Cancellation does not eliminate the Client's liability for:

- (a) non-refundable Third-Party Supplier charges;
- (b) committed production costs;
- (c) approved additional expenses; or
- (d) other legally recoverable amounts resulting from the cancellation.

13.4 The Client shall not be entitled to a refund merely because:

- (a) the Client changed its mind;
- (b) the Client no longer requires the Services;
- (c) attendance is lower than expected;
- (d) expected sales are lower than expected;
- (e) the Client found a cheaper provider;
- (f) the Client changed venue;
- (g) the Client changed programme;
- (h) a sponsor withdrew;
- (i) a guest withdrew;
- (j) a vendor withdrew;
- (k) the Client suffered a commercial loss;
- (l) the Event produced a lower return than expected; or
- (m) another provider offered a lower price.

13.5 Any refund, credit or alternative remedy shall apply only where expressly agreed by Nadi Harsa or required by applicable law.

14. POSTPONEMENT

14.1 The Client is entitled to request **one (1) postponement only**.

14.2 A postponement is not effective unless Nadi Harsa confirms the replacement date in writing.

14.3 The replacement date is subject to:

- (a) Nadi Harsa's availability;
- (b) personnel availability;
- (c) equipment availability;
- (d) venue availability;
- (e) Third-Party Supplier availability;
- (f) applicable permits;
- (g) additional supplier costs; and
- (h) any other unavoidable third-party charges.

14.4 Nadi Harsa does not guarantee that the original personnel, equipment, supplier, venue, price, package, timing or specification will remain available on the replacement date.

14.5 The Client shall pay all reasonable additional charges directly arising from the postponement.

14.6 A postponement approved by Nadi Harsa shall be the Client's **one permitted postponement**.

14.7 Any request for a second postponement shall be treated as a new cancellation/rebooking request and shall require Nadi Harsa's written acceptance and a new quotation where applicable.

14.8 Unless Nadi Harsa agrees otherwise in writing, the replacement Event Date must fall within **twelve (12) calendar months from the original Event Date**.

14.9 If no mutually acceptable replacement date is available, Nadi Harsa may treat the booking as cancelled by the Client, and the cancellation provisions shall apply.

15. TIME, ACCESS AND EVENT-DAY DELAYS

15.1 Nadi Harsa shall provide the Services only during the hours expressly stated in the Quote.

15.2 The Client shall provide timely venue access.

15.3 Delays caused by:

- (a) the Client;
- (b) guests;
- (c) venue;
- (d) security;
- (e) traffic;
- (f) loading restrictions;
- (g) late access;
- (h) late programme commencement;
- (i) late approval;
- (j) late payment;
- (k) other suppliers; or
- (l) circumstances outside Nadi Harsa's reasonable control

shall not constitute a breach by Nadi Harsa.

15.4 A delayed Event does not automatically extend the contracted service period.

15.5 Additional hours, manpower, transport or equipment required because of a Client-caused delay shall be chargeable.

15.6 Nadi Harsa shall not be required to provide overtime without payment or written approval.

16. OVERTIME

16.1 The contracted hours are strictly those stated in the Quote.

16.2 Any additional hour requested by the Client shall be subject to personnel and operational availability.

16.3 Overtime rates shall be those stated in the Quote or, where not stated, separately quoted before the overtime is undertaken where reasonably practicable.

16.4 Continued presence at the venue caused by Client delay does not constitute free additional service time.

17. EVENT CONSULTING

17.1 Event consulting consists only of advice, planning assistance and recommendations expressly included in the Quote.

17.2 Consulting does not constitute:

- (a) legal advice;
- (b) engineering advice;
- (c) structural certification;
- (d) medical advice;
- (e) insurance advice;

- (f) security certification;
- (g) governmental approval; or
- (h) a guarantee of Event success.

17.3 The Client remains the final decision-maker for Event arrangements unless the Quote expressly appoints Nadi Harsa to make that decision.

17.4 Recommendations made by Nadi Harsa remain recommendations unless expressly accepted by the Client.

18. EVENT HOSTING / MC SERVICES

18.1 Where hosting is purchased, the Host/MC shall perform the hosting function according to the agreed programme and approved information.

18.2 The Client shall provide accurate programme information, names, titles, pronunciations, announcements, scripts and sensitive information before the Event.

18.3 The Client is responsible for the accuracy and legality of Client-supplied content.

18.4 The Host/MC shall not be responsible for:

- (a) speaker lateness;
- (b) programme changes by Client;
- (c) audience reaction;
- (d) heckling or disruptive behaviour;
- (e) venue sound-system failures;
- (f) missing programme materials;
- (g) incorrect Client-supplied information;
- (h) unauthorised programme changes; or
- (i) other matters outside the Host's reasonable control.

18.5 Unless expressly purchased, hosting does not include security, crowd control, emergency response, venue management, traffic control, medical services or statutory safety supervision.

19. PHOTOGRAPHY SERVICES

19.1 Photography coverage shall be performed according to the hours, personnel, equipment and Deliverables stated in the Quote.

19.2 Nadi Harsa does not guarantee capture of every attendee, every moment or every requested individual unless expressly stated in the Quote.

19.3 Coverage may be affected by:

- (a) venue restrictions;
- (b) lighting;
- (c) weather;
- (d) crowd density;
- (e) Client schedule;
- (f) access restrictions;
- (g) safety restrictions;
- (h) stage design;

- (i) other suppliers;
- (j) guest behaviour; and
- (k) circumstances outside Nadi Harsa's reasonable control.

19.4 The Client acknowledges that photographic selection necessarily involves professional artistic and technical judgment.

19.5 Minor differences in colour, exposure, composition, skin tone, lighting, framing or editing style which do not materially prevent use of the Deliverable shall not constitute a failure of service.

20. VIDEOGRAPHY AND PRODUCTION SERVICES

20.1 Video production shall be performed according to the agreed specifications in the Quote.

20.2 The Client acknowledges that video production is affected by:

- (a) venue lighting;
- (b) venue acoustics;
- (c) microphone feeds;
- (d) speaker positioning;
- (e) background noise;
- (f) audience movement;
- (g) weather;
- (h) venue restrictions;
- (i) access restrictions;
- (j) production schedule; and
- (k) technical conditions.

20.3 Audio capture is not guaranteed to be free from environmental noise unless dedicated audio production is expressly included.

20.4 Nadi Harsa shall not be liable for audio or visual limitations caused by conditions outside Nadi Harsa's reasonable control.

20.5 A requested visual style, reference video or example is illustrative unless the precise style, duration, number of edits and technical specification are expressly included in the Quote.

21. CREATIVE CONTROL AND CLIENT APPROVAL

21.1 Nadi Harsa retains professional discretion regarding ordinary:

- (a) framing;
- (b) editing;
- (c) sequencing;
- (d) colour grading;
- (e) transitions;
- (f) music selection where licensed/authorised;
- (g) shot selection;
- (h) pacing; and
- (i) presentation

unless the Quote expressly provides otherwise.

21.2 Where the Client is given an approval stage, the Client shall provide consolidated feedback within the period stated by Nadi Harsa.

21.3 Unless the Quote states otherwise, one consolidated revision round shall be included.

21.4 Additional revision rounds shall be chargeable.

21.5 A revision request shall not constitute a correction of an error merely because the Client later prefers a different creative treatment from the agreed direction.

22. CLIENT-SUPPLIED MATERIALS

22.1 The Client warrants that the Client has all rights, licences, permissions and consents required for every logo, photograph, video, music file, script, artwork, trademark, written material, personal data and other material supplied to Nadi Harsa.

22.2 The Client shall indemnify Nadi Harsa against claims arising from infringement or unlawful use of Client-supplied materials to the extent legally recoverable.

22.3 Nadi Harsa may refuse material which it reasonably believes is unlawful, infringing, unsafe, discriminatory, defamatory or otherwise unsuitable for use.

23. RAW FILES AND SOURCE MATERIAL

23.1 Unless expressly included in the Quote, raw photographs, RAW camera files, unedited video footage, project files, timelines, source files, audio stems, production files and working files are not Deliverables.

23.2 Unless expressly stated otherwise, the Client purchases the final edited Deliverables only.

23.3 Nadi Harsa is not required to release proprietary working files, project files, presets, editing templates, production workflows or internal files.

23.4 Any release of raw or source material shall be subject to separate written agreement and additional charges where applicable.

24. DELIVERY

24.1 Deliverables shall be supplied within the delivery period stated in the Quote.

24.2 Unless the Quote states a fixed contractual delivery date, any delivery period is an estimated operational timeframe.

24.3 The delivery period shall commence only when Nadi Harsa has received all materials, approvals and information reasonably required from the Client.

24.4 Client-caused delay shall extend the delivery period by the period reasonably required to accommodate the delay.

24.5 Delivery shall be made through the method specified by Nadi Harsa.

24.6 The Client is responsible for maintaining sufficient storage and access after delivery.

25. DATA STORAGE AND ARCHIVING

25.1 Nadi Harsa may retain project files for a reasonable operational period after delivery.

25.2 Unless expressly agreed otherwise, Nadi Harsa is not an indefinite archive provider.

25.3 The Client is responsible for downloading and securely backing up final Deliverables after delivery.

25.4 Nadi Harsa shall not be liable for loss occurring after the reasonable storage period where the Client has been given access to the Deliverables.

25.5 Nothing in this Clause excludes liability which cannot legally be excluded.

26. EQUIPMENT AND PROPERTY

26.1 Nadi Harsa may use professional cameras, lenses, lighting, audio equipment, computers, storage media, stabilisers, tripods and other production equipment as Nadi Harsa considers reasonably appropriate.

26.2 Equipment listed in marketing material is not guaranteed unless expressly stated in the Quote.

26.3 If Client or Client-controlled persons damage, misuse, obstruct, tamper with, remove, lose or destroy Nadi Harsa's equipment, the Client shall be responsible for the resulting reasonable and legally recoverable repair, replacement and recovery costs.

26.4 The Client shall not move, operate, alter or interfere with Nadi Harsa equipment without permission.

27. VENUE, SAFETY AND EVENT CONDITIONS

27.1 The Client acknowledges that Nadi Harsa does not own, occupy or control the Event Venue unless expressly stated otherwise.

27.2 The Client is responsible for ensuring that the venue is lawfully available, suitable and approved for the Event.

27.3 The Client shall obtain all permits, licences, venue permissions, approvals and insurance required for the Event unless expressly included in the Quote.

27.4 Nadi Harsa shall not be responsible for hazards arising from the venue, audience, guests, Client personnel, other suppliers or circumstances outside Nadi Harsa's reasonable control.

27.5 Nadi Harsa may refuse or discontinue any activity where continuing would create a material risk to personnel or equipment or would require Nadi Harsa to perform an unlawful or unsafe act.

27.6 Nadi Harsa shall not be responsible for injury, death, loss or damage caused by matters outside Nadi Harsa's proven responsibility, subject always to liabilities that cannot legally be excluded or restricted.

28. PERSONAL PROPERTY

28.1 Unless Nadi Harsa expressly accepts property into its custody, the Client and attendees remain responsible for their personal belongings, valuables and equipment.

28.2 Nadi Harsa does not accept responsibility for loss or theft of unattended Client or attendee property except to the extent liability is imposed by applicable law.

29. WEATHER AND OUTDOOR EVENTS

29.1 Outdoor Services are subject to weather and environmental conditions.

29.2 The Client shall provide an appropriate alternative sheltered location where reasonably necessary.

29.3 Nadi Harsa may modify, suspend or relocate operations where weather creates a material risk to personnel or equipment.

29.4 Nadi Harsa shall not be liable for missed or modified coverage caused by unsafe weather or environmental conditions outside Nadi Harsa's reasonable control.

29.5 Additional costs arising from relocation, additional equipment, transportation or reconfiguration may be charged where caused by Client or venue requirements.

30. DRONE AND SPECIAL EQUIPMENT

30.1 Drone operation is subject to applicable law, venue permission, weather, airspace restrictions, safety considerations and operator availability.

30.2 Unless expressly stated otherwise, permits, applications, authority fees and special access fees are not included.

30.3 Nadi Harsa shall not be required to fly where doing so would breach applicable law or create unreasonable safety risk.

30.4 Where aerial footage cannot lawfully or safely be obtained, Nadi Harsa may provide alternative coverage where reasonably practicable.

31. NO GUARANTEE OF COMMERCIAL OUTCOME

31.1 Nadi Harsa provides Services, not guaranteed financial results.

31.2 Unless expressly stated in the Quote, Nadi Harsa does not guarantee:

- (a) attendance;
- (b) sales;
- (c) profit;
- (d) revenue;
- (e) sponsorship;
- (f) publicity;
- (g) media coverage;
- (h) customer conversion;
- (i) social-media performance;
- (j) Event popularity;
- (k) audience satisfaction; or
- (l) return on investment.

31.3 The Client acknowledges that such outcomes depend on factors outside Nadi Harsa's control.

32. CLIENT DECISIONS AND APPROVALS

32.1 The Client retains responsibility for decisions concerning:

- (a) Event format;
- (b) venue;
- (c) budget;
- (d) schedule;
- (e) guest capacity;
- (f) programme;
- (g) vendors;
- (h) suppliers;
- (i) entertainment;
- (j) security;
- (k) insurance;
- (l) permits;
- (m) content;
- (n) production requirements; and
- (o) other Event decisions not expressly delegated to Nadi Harsa.

32.2 Where the Client expressly approves an arrangement, Nadi Harsa may reasonably rely on that approval.

32.3 Client approval does not remove any mandatory duty imposed upon Nadi Harsa by law.

32.4 Nadi Harsa shall not be responsible for the consequences of a Client-approved decision except to the extent directly caused by Nadi Harsa's own proven breach or negligence.

33. FORCE MAJEURE

33.1 Nadi Harsa shall not be liable for failure or delay caused by circumstances beyond its reasonable control, including:

- (a) flood;
- (b) fire;
- (c) severe weather;
- (d) natural disaster;
- (e) epidemic or public-health restriction;
- (f) war;
- (g) terrorism;
- (h) civil disturbance;
- (i) governmental action;
- (j) venue closure;
- (k) utility failure;
- (l) major telecommunications failure;
- (m) transport disruption;
- (n) industrial action;
- (o) emergency;
- (p) regulatory restriction;
- (q) supplier failure outside Nadi Harsa's reasonable control; or
- (r) other comparable circumstances.

33.2 Nadi Harsa shall use reasonable commercial efforts to mitigate the effects of such circumstances.

33.3 Nothing in this Clause automatically requires Nadi Harsa to provide free replacement services or absorb unavoidable third-party costs.

34. COMPANY SUBSTITUTION AND CONTINGENCY

34.1 Nadi Harsa may replace an individual crew member with another suitably capable person where reasonably necessary.

34.2 Personnel changes shall not constitute breach where the replacement is reasonably capable of performing the relevant function.

34.3 Where equipment becomes unavailable, Nadi Harsa may use reasonably comparable substitute equipment where practicable.

34.4 The Client shall not be entitled to reject a reasonable operational substitution merely because the substitute equipment or personnel is not identical to the original.

35. LIABILITY OF NADI HARSA

35.1 Nadi Harsa shall be responsible only for loss directly caused by a proven breach of the Agreement or other liability imposed upon Nadi Harsa by applicable law.

35.2 Subject to mandatory law, Nadi Harsa's aggregate contractual liability for a specific failed Service shall not exceed the amount actually paid or expressly allocated in the Quote to that specific Service.

35.3 Where the Quote separately prices multiple Services, the liability limit applies separately to the affected Service.

35.4 Where a package is bundled without separate pricing, liability shall be limited, to the maximum extent legally permissible, to the portion of the Service Fee reasonably attributable to the affected Service.

35.5 Subject to mandatory law, Nadi Harsa shall not be liable for:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business opportunity;
- (d) loss of anticipated sales;
- (e) loss of goodwill;
- (f) reputational loss;
- (g) loss arising from Event underperformance;
- (h) indirect loss;
- (i) consequential loss;
- (j) special loss;
- (k) exemplary loss; or
- (l) other loss not directly caused by Nadi Harsa's proven contractual failure.

35.6 Nothing in this Clause excludes or restricts liability to the extent such exclusion or restriction is prohibited by Malaysian law.

36. CLIENT'S LIABILITY TO NADI HARSA

36.1 The Client shall be responsible for loss directly caused by the Client's:

- (a) breach;
- (b) negligence;
- (c) wilful misconduct;
- (d) unlawful conduct;
- (e) inaccurate information;
- (f) unauthorised instructions;
- (g) unauthorised parallel provider;
- (h) damage to Nadi Harsa property;
- (i) damage to third-party property caused by the Client or Client-controlled persons;
- (j) failure to obtain required permission;
- (k) infringement caused by Client materials;
- (l) payment reversal or improper chargeback; or
- (m) other actionable breach.

36.2 Where Client-caused damage exceeds the price of the Service, the Client remains responsible for the additional direct and legally recoverable loss, and such Client liability is not subject to Nadi Harsa's own liability cap.

37. INDEMNITY

37.1 To the extent legally recoverable, the Client shall indemnify Nadi Harsa and its personnel against direct losses, claims, liabilities and reasonable legal costs arising from:

- (a) Client breach;
- (b) Client negligence or wilful misconduct;
- (c) Client-supplied materials;
- (d) unlawful Client instructions;
- (e) unauthorised parallel providers;
- (f) Client-caused property damage;
- (g) claims arising from Client-appointed contractors;
- (h) Client failure to obtain required permits or licences; or
- (i) other loss directly caused by the Client's act or omission.

37.2 The indemnity does not apply to the extent that the relevant loss was caused by Nadi Harsa's own proven breach or negligence.

38. COMPLAINTS AND OPPORTUNITY TO RECTIFY

38.1 The Client shall notify Nadi Harsa promptly of any alleged failure.

38.2 Where an issue arises during the Event, the Client shall notify Nadi Harsa during the Event wherever reasonably practicable so Nadi Harsa has an opportunity to investigate and rectify it.

38.3 Where an issue cannot reasonably be detected during the Event, the Client shall notify Nadi Harsa in writing within **seven (7) calendar days** after the relevant Service.

38.4 The complaint shall identify:

- (a) the specific Service;
- (b) the alleged failure;

- (c) the relevant date and time;
- (d) supporting evidence where available; and
- (e) the remedy sought.

38.5 Nadi Harsa shall be given a reasonable opportunity to rectify a remediable failure before the Client engages another party to perform corrective work, except where immediate action is reasonably necessary.

38.6 This Clause does not remove any statutory right that cannot lawfully be removed.

39. PAYMENT DISPUTES AND CHARGEBACKS

39.1 The Client shall not initiate a chargeback or payment reversal merely because the Client later disputes an agreed contractual term or changes its decision.

39.2 Before initiating a payment dispute, the Client shall first notify Nadi Harsa in writing and provide reasonable details of the alleged issue.

39.3 An improper chargeback does not extinguish any valid underlying payment obligation.

39.4 To the extent legally recoverable, the Client shall reimburse reasonable payment-provider and recovery charges resulting from an improper payment reversal.

40. CONFIDENTIALITY

40.1 Each party shall use reasonable care to protect confidential commercial information received from the other party.

40.2 Confidentiality does not apply to information which:

- (a) is publicly available without breach;
- (b) is lawfully received from another source;
- (c) is already lawfully known;
- (d) is independently developed; or
- (e) must be disclosed by law, court, regulator or competent authority.

41. PERSONAL DATA AND PRIVACY

41.1 Nadi Harsa may collect and process personal data reasonably necessary for:

- (a) booking administration;
- (b) communication;
- (c) service delivery;
- (d) payment;
- (e) event coordination;
- (f) legal compliance;
- (g) customer service; and
- (h) protection of legitimate business interests,

subject to applicable law.

41.2 The Client warrants that any personal data supplied to Nadi Harsa was lawfully obtained and that the Client has the authority to provide it for the relevant purpose.

41.3 The Client shall not provide personal data to Nadi Harsa where doing so would breach applicable law.

41.4 Nadi Harsa shall handle personal data in accordance with applicable Malaysian privacy and data-protection requirements.

42. COPYRIGHT AND INTELLECTUAL PROPERTY

42.1 Unless expressly assigned in writing, Nadi Harsa retains rights in its pre-existing:

- (a) templates;
- (b) concepts;
- (c) workflows;
- (d) production methods;
- (e) editing systems;
- (f) business processes;
- (g) know-how;
- (h) internal documents;
- (i) presets; and
- (j) other intellectual property.

42.2 Copyright and usage rights in final Deliverables shall be governed by the Quote and applicable Malaysian copyright law.

42.3 Unless otherwise expressly stated, payment for the Services grants the Client the agreed use of the final Deliverables and does not transfer Nadi Harsa's pre-existing intellectual property.

42.4 Any requested commercial exclusivity, transfer of copyright, source-file ownership or expanded licensing shall be subject to separate written terms.

43. PORTFOLIO AND PROMOTIONAL USE

43.1 Unless the Client expressly objects in writing before the Event, Nadi Harsa may use selected completed work from the Event for portfolio, website, social media, marketing, business development and professional presentation purposes, subject to applicable law and any contractual restrictions concerning personal data or confidentiality.

43.2 Where the Client requires confidentiality or restriction on portfolio use, that requirement must be agreed in writing before production begins.

43.3 This Clause does not authorise unlawful disclosure of personal data.

44. NO FALSE OR MALICIOUS PUBLIC STATEMENTS

44.1 Neither party shall knowingly publish or communicate materially false statements of fact about the other party with the intention or reasonable foreseeable effect of causing unlawful reputational harm.

44.2 The Client shall not knowingly:

- (a) attribute another provider's work to Nadi Harsa;
- (b) claim that Nadi Harsa failed to provide a Service that was never purchased;
- (c) claim that Nadi Harsa guaranteed an outcome that was never guaranteed;
- (d) claim that another provider was Nadi Harsa's crew when it was not; or
- (e) publish fabricated evidence concerning Nadi Harsa.

44.3 Nothing prevents truthful statements, genuine reviews, lawful complaints, regulatory reports, legal proceedings or communications protected by law.

45. ABUSE, THREATS AND UNLAWFUL CONDUCT

45.1 Nadi Harsa may suspend or terminate Services where the Client or a person acting under the Client's authority engages in:

- (a) threats;
- (b) harassment;
- (c) violence;
- (d) fraud;
- (e) unlawful conduct;
- (f) deliberate interference with equipment or personnel;
- (g) materially abusive conduct; or
- (h) conduct creating a serious and unreasonable risk to personnel or property.

45.2 Such termination shall be without prejudice to amounts already legally due.

46. CLIENT'S REPRESENTATIVE

46.1 The Client may nominate one Client Representative.

46.2 Instructions from the Client Representative shall be treated as Client instructions while that person remains authorised.

46.3 The Client shall notify Nadi Harsa in writing if the Client Representative changes.

46.4 Nadi Harsa shall not be liable for consequences arising from contradictory instructions issued by multiple Client representatives where the Client failed to provide a clear hierarchy.

47. RECORDS AND EVIDENCE

47.1 Nadi Harsa may maintain records relating to the Agreement, including:

- (a) quotations;
- (b) invoices;
- (c) payment records;
- (d) messages;
- (e) approvals;
- (f) photographs;
- (g) videos;
- (h) call sheets;
- (i) supplier communications;
- (j) delivery records;

- (k) acceptance records; and
- (l) other relevant documents.

47.2 Such records may be relied upon as evidence of the relevant transaction, communication, approval or performance, subject to applicable evidentiary law.

48. NO WAIVER

48.1 Failure or delay by Nadi Harsa to enforce any provision shall not constitute a waiver.

48.2 A waiver must be expressly made in writing.

48.3 A waiver on one occasion shall not constitute a waiver on another occasion.

49. NO ASSIGNMENT BY CLIENT

49.1 The Client shall not transfer or assign the booking to another client, event or entity without Nadi Harsa's prior written consent.

49.2 Nadi Harsa may use employees, freelancers, subcontractors and Third-Party Suppliers where reasonably necessary to perform the Services.

50. TERMINATION BY NADI HARSA

50.1 Nadi Harsa may suspend or terminate the Agreement where:

- (a) the Client materially breaches the Agreement;
- (b) the Client fails to pay;
- (c) the Client engages an unauthorised Competing Provider;
- (d) required permissions are absent;
- (e) continuing performance would be unlawful;
- (f) the Event creates a material safety risk;
- (g) the Client provides materially false information;
- (h) the Client engages in abusive or threatening conduct;
- (i) essential Third-Party Suppliers become unavailable and no reasonable alternative exists; or
- (j) circumstances outside Nadi Harsa's reasonable control materially prevent performance.

50.2 Where termination occurs because of Client breach, the cancellation, deposit, payment and Client liability provisions shall continue to apply.

50.3 Where Nadi Harsa terminates solely because of its own inability to perform for reasons within Nadi Harsa's control, Nadi Harsa shall provide the remedy required by applicable law.

51. SEVERABILITY

51.1 If a provision is found invalid, unlawful or unenforceable, it shall be enforced to the maximum lawful extent or severed only to the extent necessary.

51.2 The remaining provisions shall remain effective to the extent legally permissible.

52. ENTIRE AGREEMENT

52.1 The Agreement constitutes the entire agreement concerning the Services.

52.2 The Client confirms that the Client has not relied upon any promise, representation or assumption not expressly contained in the Agreement except where such reliance cannot lawfully be excluded.

53. ORDER OF PRECEDENCE

53.1 In case of conflict:

- (a) a later written variation expressly accepted by both parties shall prevail only over the part expressly varied;
- (b) the Quote controls price, Event Date, selected package and Deliverables;
- (c) these Terms control general contractual, payment, cancellation, liability and operational matters; and
- (d) marketing material and informal communications do not override the Agreement.

54. GOVERNING LAW

54.1 This Agreement shall be governed by the laws of Malaysia.

54.2 The parties shall first attempt to resolve a dispute by written notice and reasonable commercial discussion.

54.3 If the dispute is not resolved, either party may pursue the remedies available under Malaysian law in the appropriate court, tribunal or other competent forum.

54.4 Nothing in this Agreement prevents either party from exercising a statutory right or seeking urgent relief where legally available.

55. STATUTORY RIGHTS AND MANDATORY LAW

55.1 Nothing in this Agreement is intended to exclude, restrict, contract out of or remove any statutory right, guarantee, liability, duty or remedy which cannot lawfully be excluded, restricted or removed.

55.2 Where any provision conflicts with a mandatory provision of Malaysian law, the mandatory provision shall prevail to the extent of the conflict, and the remainder of this Agreement shall continue in effect.

56. ELECTRONIC ACCEPTANCE

56.1 The Client expressly agrees that the Agreement may be accepted electronically.

56.2 The following may constitute evidence of acceptance:

- (a) electronic signature;
- (b) checkbox acceptance;
- (c) button acceptance;
- (d) email acceptance;
- (e) WhatsApp acceptance;
- (f) online booking submission;
- (g) payment; or
- (h) written instruction to proceed.

56.3 The Client agrees that the electronically retained version of the Quote and Terms applicable at the time of acceptance may be used as evidence of the Agreement.

57. NOTICE AND COMMUNICATION

57.1 Notices concerning the Services may be delivered by email, WhatsApp or other electronic communication channel used by the parties for the booking.

57.2 The Client is responsible for maintaining an accurate telephone number and email address.

57.3 Nadi Harsa shall not be responsible for failure to receive a notice where the Client's contact details are incorrect, inactive or inaccessible.

58. ACCEPTANCE CLIENT ACKNOWLEDGEMENT

By signing, ticking the checkbox, electronically accepting the quotation, submitting the booking or making any payment, the Client expressly confirms:

I HAVE READ, UNDERSTOOD AND ACCEPTED THE NADI HARSA ENTERPRISE EVENT CONSULTING, HOSTING, PHOTOGRAPHY, VIDEOGRAPHY & PRODUCTION TERMS AND CONDITIONS, TOGETHER WITH THE QUOTE AND PACKAGE SELECTED.

I understand that the selected package and the Deliverables expressly stated in the Quote are the complete scope of Services purchased. I understand that anything not expressly stated in the Quote is excluded.

I understand that a 50% deposit is required to confirm the booking and that the deposit is non-refundable to the maximum extent permitted by applicable law, subject to mandatory statutory rights and the legal requirements applicable to stipulated compensation.

I understand that Third-Party Supplier availability is not guaranteed until the relevant supplier has confirmed availability and all required supplier payments and information have been completed. I specifically acknowledge the sixty (60) calendar day supplier-confirmation conditions contained in these Terms.

I understand that I am permitted only one postponement and that any replacement date remains subject to availability and additional costs.

I understand that I may not appoint, engage, instruct, permit or authorise another provider to perform substantially similar or overlapping services at the same Event, on the same Event Date and at the same Event Venue without Nadi Harsa Enterprise's prior written consent. I understand that doing so constitutes a material breach and may result in immediate termination of the affected Services and retention of the deposit to the extent legally permitted.

I understand that Nadi Harsa provides the Services stated in the Quote and does not guarantee Event attendance, sales, profit, sponsorship, popularity, publicity or other commercial results unless expressly stated in writing.

I understand that event conditions, venue conditions, weather, Client instructions, guests, other suppliers, Third-Party Suppliers, technical conditions and other external factors may

affect service delivery and that Nadi Harsa's responsibility is governed by the liability provisions and mandatory Malaysian law.

I confirm that I have had sufficient opportunity to read these Terms and seek independent advice before accepting them.

I agree to be legally bound by the Agreement.

I HAVE READ, UNDERSTOOD, ACKNOWLEDGED AND AGREED TO THE NADI HARSA ENTERPRISE TERMS AND CONDITIONS AND THE QUOTE / PACKAGE SELECTED.