

**Nestlé Products Sdn. Bhd.**  
Registration No.: 197901000966 (45229-H)

Level 22, 1 Powerhouse  
No.1, Persiaran Bandar Utama  
Bandar Utama  
47800 Petaling Jaya  
Selangor Darul Ehsan

Tel: (603) 7965 6000  
Fax: (603) 7965 6757  
Website: [www.nestle.com.my](http://www.nestle.com.my)



Your Ref

Our Ref

Petaling Jaya

2 Feb 2024

Dear Sir/Madam,

**RE: TERMS AND CONDITIONS FOR LISTING ON MILO WEBSITE**

1. In consideration of Nestlé Products Sdn Bhd (“Nestlé”) permitting you to list or advertise your coaching services for certain sports in accordance with Schedule A (“Coaching Services”) on our MILO website, you acknowledge and agree to the following terms and conditions:
  - (a) you will provide the Coaching Services in a professional manner in accordance with a degree of skill and care that is required by current professional, good and sound industry standards;
  - (b) you are qualified to provide the Coaching Services
  - (c) accordingly you shall be responsible in dealing with the provision of the Coaching Services to the participants including to arrange the venue, time and all other arrangements. You agree that you will wear the MILO t-shirt during the provision of such Coaching Services;
  - (d) nothing in this Agreement shall create a partnership, agency or joint-venture between Nestlé and yourself. Each party here is an independent contractor, contracting in its own right and for its own account and does not have the authority to act for nor to bind the other party in any respect whatsoever;
  - (e) for the avoidance of doubt, Nestlé does not provide any Coaching Services and merely permits listing of your Coaching Services on our MILO website under this Agreement. You shall, at all times, not claim or cause any person to misunderstand that you are the agent, employee or staff of Nestlé, and the Coaching Services provided by you is not, in any way, to be deemed as services provided by Nestlé;
  - (f) you will ensure you will uphold the reputation and goodwill of Nestlé at all times when rendering the Coaching Services;
  - (g) Nestlé is not responsible or liable for the acts and/or omissions of any Coaching Services you provide to your customers, and for any illegal action committed by you;
  - (h) you agree to comply with all applicable laws;

- (i) in relation to any personal data as defined under the Personal Data Protection Act 2010 (“PDPA”) which you may process in connection with your Coaching Services, you warrant that you will comply with the PDPA and shall not do anything which could cause Nestlé to be in breach of the PDPA;
- (j) you shall be solely responsible for any and all claims, judgments and liabilities resulting from any accident, loss or damage including, but not limited to personal injuries, death, total loss and property damages which is due to or is alleged to be a result of providing the Coaching Services;
- (k) you consent to your personal data being used and processed by us for purposes related to listing of your Coach Services on our MILO website. Such purposes will include disclosing to the public your contact detail including on the MILO website or other promotional materials and contacting you for coaching session details. At times we may retain service providers, agents and contractors who provide administrative and business support to us and act on our behalf (“Authorised Third Parties”) to process your Personal Data. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use your personal data. You have the right to request for access to, request for a copy of, request to update or correct, your personal data held by us. All your written requests or queries should be addressed to:
  - Contact: Sheena Dina Rizal
  - Address: Nestlé Products Sdn. Bhd. 22-1, 22nd Floor, Menara Surian, No. 1, Jalan PJU 7/3, Mutiara Damansara 47810, Petaling Jaya, Selangor.  
Or
  - Call us : 03-7965 6000

Please note we require your personal data to be able to facilitate the purposes as mentioned above, including listing your Coach Services on our MILO website, without which we will not be able to do so. If at any time you wish to withdraw (in full or in part) your consent given previously to us, please contact us at the contact details provided above.

- (l) you agree that this Agreement shall not in any way act as an inducement for promoting Nestlé products;
  - (m) you shall indemnify Nestlé against all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation; and (b) your violation of any rights of any third party, including customers of your Coaching Services;
  - (n) you agree to give us a notice of at least 7 working days you opt to be de-listed from offering Coaching Services on the MILO website. Any outstanding Coach Services must be completed before expiry of such delisting; and
  - (o) Nestle reserves the right to terminate this Agreement at any time for any purpose.
2. This letter is issued to you in duplicate. Kindly acknowledge receipt of this letter and confirm your acceptance of the terms and conditions contained herein by returning a copy duly countersigned within three (3) days from the date of this letter.

Thank you

For and on behalf of  
**Nestlé Products Sdn Bhd**

*Sheena Dina Rizal*

**Assistant Sports Marketing Manager  
MILO**

cc : Head of Legal & Secretarial

**CERTIFICATE OF ACCEPTANCE**

I, \_\_\_\_\_  
(NRIC: \_\_\_\_\_) acknowledge receipt of this letter and  
confirm my agreement and acceptance to the terms and conditions herein.

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Name:

Date:

**SCHEDULE A**

**COACHING SERVICES**

1. The coaching services which you provide and which you wish to list on the MILO website is : \_\_\_\_\_
2. You agree to offer a sports package of 2 introductory classes at the price of RM35 at any location. Subsequent classes shall be priced at your discretion. You agree to the payment of RM20 (from the RM35 registration fee) from Nestlé only upon completion of 2x introductory classes.
3. You agree to complete the 2 introductory classes within 30 calendar days.
4. You agree to receive and store program materials such as tshirts for participants, branding material etc.