

AAATAP MERCHANT CONTRACT GENERAL TERMS AND CONDITIONS MALAYSIA

By signing up, accessing or using AAATap, whether via the mobile and/or any other available electronic medium, you agree to be bound by these Terms & Conditions. If you choose NOT to accept these terms and conditions or any of its revisions, please do not proceed and immediately discontinue your access and/or use of AAATap.

AAATap reserves the right to revise the Terms and Conditions at any time. Notification of the changes will be posted online and you are responsible to regularly review information posted in AAATap to obtain timely notice of such changes. Any usage of AAATap after the said updates or revisions, will be deemed that you have read and agreed to the updated Terms and Conditions.

1. Definitions

The following terms shall have the respective meanings, unless otherwise stated:

"Agreement" means this General Terms and Conditions, any other terms and conditions that may be included by the Parties from time to time, any documents referred to in the General Terms and Conditions, together with any schedule and/or appendices agreed by the Parties, whichever applicable.

"Customer" means user who registers with AAATap and redeemed the voucher for purchase of goods and/or services.

"AAATap" means AAATap Sdn Bhd (Company No. 1417515-P), a company incorporated in Malaysia with registered office at 6-2, Level 6, East Wing, Menara Goldstone (Holiday Inexpress) No. 84, Jalan Raja Chulan 50020 Kuala Lumpur

"AAATap Merchants Dashboard" refers to the Merchant online tool, which includes aaatap.com and app.aaatap.com, their mobile application and/or mobile web equivalents.

"Merchant" means the party and/or business who registers to become a AAATap user.

"Merchant Offering" means goods and/or services, Rebates, discount and/or rebates agreed to be given to Customer by Merchant.

"Parties" means collectively, the Merchant and AAATap.

"QR Code" means Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that is generated for Merchant to accept AAATapPay transactions from Customer.

"Rebates" means rebates given to Customers when they make a transaction at Merchant's place.

2. Parties' Obligations

2.1. AAATap's Obligations

(a) AAATap shall, based on the business information provided by the Merchant, design and feature Merchant's listing.

(b) AAATap, in its sole discretion, shall decide when, where and to the Merchant's listing is published.

(c) AAATap will provide a platform to allow AAATap Customer to discover Merchant's places.

(d) AAATap will issue Rebates for every voucher redeemed using AAATap if applicable.

Rebates shall mean and subject to the terms as follows:

- (i) Rebates will be issued to Customer for each specific Merchant at the Rebates rate set out and agreed by Merchant in AAATap.
- (ii) Rebates can only be used at the same Merchant's place.
- (iii) Rebates is not transferable from one Merchant to another.
- (iv) Rebates is not exchangeable for cash at Merchant's place nor AAATap.
- (v) Rebates is valid for a period of three (3) months, unless otherwise specified or agreed upon, from the transaction date and will be cancelled from Customer's AAATap account upon expiry.
- (vi) AAATap reserves the right to change the Rebates expiry period upon notice to Merchant.
- (vii) Rebates issued will be charged to Merchant via issuance of invoice on monthly basis.
- (viii) AAATap will deduct the Rebates from Merchant's payment upon the issuance of Rebates.
- (ix) Unutilized, expired Rebates is not exchangeable for cash.

2.2. Merchant's Obligations

- (a) The Merchant – not AAATap – is solely responsible for providing the Merchant Offering, including but not limited to, the supply or delivery of the goods and/or services, Customer service, after-sales-service and return management. The Merchant shall indemnify and holds AAATap free from any possible claims from third party or Customer regarding the Merchant Offering, including, but not limited to, claims of personal injury, death or property damage.
- (b) The Merchant shall use AAATap responsibly and not use it for any unlawful activities, including but not limited to sale of counterfeit items, fraudulent activity, illegal money lending or activity that is in any way related to gambling. Merchant must have title or ownership over the goods and/or services they offer to Customer.
- (c) The Merchant shall take all reasonable precautions and diligence to prevent any unauthorised use of AAATap.

3. Warranties and Representations

3.1. Merchant's Warranties and Representations

The Merchant warrants, represents and undertakes that:

- (a) it is authorised to enter into this Agreement and that this Agreement has been accepted by an authorised representative of the Merchant;
- (b) it shall inform AAATap in writing immediately of any changes that could affect this Agreement;
- (c) all information provided by the Merchant in AAATap is accurate, complete and correct.
- (d) the bank account used for the receipt of Merchant's Takeback as set out in AAATap belongs to the Merchant.
- (e) it has obtained (and shall obtain and maintain throughout the term of this Agreement) all necessary licenses, consents and permissions relevant to this Agreement and to the Merchant Offering;
- (f) all data and information provided by the Merchant to AAATap shall (and the Merchant's behaviour shall at all times)

be in compliance with all applicable laws and regulations and in accordance with any guidelines, standards and relevant codes of practice.

(g) execution and performance of this Agreement shall not violate any provision of its (i) constitutional documents, (ii) any document binding upon it, (iii) any law, regulation or decree binding on it; and (iv) intellectual property rights of any third party; and (h) no litigation, arbitration or any dispute, current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon its ability to perform its obligations hereunder.

3.2. AAATap's Warranties and Representations

(a) AAATap warrants, represents and undertakes that it will execute its obligations arising under or in connection with this Agreement with reasonable care and skill.

(b) AAATap does not warrant or guarantee that services offered on or through the Internet will be uninterrupted or errorfree or that its services will result in any revenue or profit for the Merchant.

4. Exclusion of Liability

4.1. AAATap does not exclude or limit any liability that cannot be excluded or limited by applicable law.

4.2. Subject to Clause 4.1, AAATap shall not be liable for any indirect loss. Further, AAATap shall not be liable, whether directly or indirectly, for (i) loss of actual or anticipated profits; (ii) loss of goodwill; or (iii) loss of data and/or the costs of restoration of data.

4.3. Subject to Clauses 4.1 and 4.2, AAATap's total liability under this Agreement, howsoever arising, shall in no circumstances exceed the greater of Ringgit Malaysia Two Thousand and Five Hundred (RM2,500.00) Only or the cumulative total amount of the AAATap Fee that AAATap has received under this Agreement, whichever lower.

5. AAATap

The AAATap is an online tool whereby the Merchant may access information (e.g. analytics and statistics, Customer feedback). In order to use the AAATap, the Merchant must register an account on AAATap and accept the Terms and Conditions. AAATap reserves the right to require the Merchant to use Merchant Tool and the Merchant agrees to do so upon AAATap's request.

6. Confidentiality and Privacy

6.1 This Agreement

The Merchant agrees to keep strictly confidential the terms of this Agreement, all of its contents and all information that it obtained about AAATap's business, including, but not limited to, the finances, technology and affairs of AAATap.

6.2 Customer Data

AAATap or an affiliated entity owns all personal data about Customer. Where AAATap (or an affiliated entity or other third party) makes personal data about Customer available to the Merchant, the Merchant shall use the personal data of Customer only to fulfil its obligations in connection with the Merchant Offering, and for no other purpose. The Merchant shall ensure that at all times it implements and complies with reasonable security measures, including, but not limited to, such security measures as prescribed by applicable law, in the

handling of any personal data of Customer. If the Merchant engages any third party to facilitate any of its obligations hereunder, the Merchant shall ensure that such third party complies in the same way with all of the Merchant's obligations under this Agreement.

6.3. Background Checks

(a) AAATap reserves the right to make general and specific credit and financial checks and credit-related enquiries about the Merchant and certain individuals and/or legal entities working with and/or for the Merchant. The Merchant consents to these checks and agrees to co-operate with AAATap's reasonable requests in respect of conducting these checks.

(b) The Merchant acknowledges that AAATap may record phone calls with the Merchant for quality assurance and compliance purposes.

7. Term and Termination

7.1. This Agreement shall be valid and effective until this Agreement is terminated in accordance with the provisions of this Agreement.

7.2. No fault termination: Notwithstanding Clause 7.1 above, either Party may, at any time, terminate this Agreement for whatsoever reason by giving fourteen (14) days' written notice to the other Party.

7.3. Termination due to breach: This Agreement may be terminated immediately on a written notice by one Party to the other where the other Party is in breach of any provision of this Agreement, where such breach is capable of remedy, and has failed to fix such breach within fourteen (14) days of written notice to do so by the non-defaulting party. Without prejudice to the foregoing, AAATap reserves the right to terminate this Agreement at any time immediately by providing a written notice to the Merchant if any of the Merchant's representations and warranties is found to be untrue, false or inaccurate, the Merchant becomes insolvent or compounds with or makes arrangement with its creditors, the Merchant have a winding up order (other than for the purpose of amalgamation or reconstruction) made against it, or the Merchant have a provisional liquidator, receiver or manager of its business or undertaking duly appointed.

7.4. In the event of termination of this Agreement, AAATap shall be entitled to the AAATap Fee, License Fee and Rebates; and the Merchant shall be entitled to the net payment up to the date of termination of this Agreement.

7.5. Termination of this Agreement shall in no circumstances affect:

- (i) the accrued rights or liabilities of the parties on the date of termination; and/or
- (ii) the validity of any agreement arrangement and/or transaction made between the Merchant and the Customer.

7.6. Accrual of Rights and Obligations

Termination of this Agreement in accordance with its terms shall not affect the accrued rights or liabilities of the parties at the date of termination and shall have no effect on:

- (i) the transactions already transacted prior to termination; or

(ii) the Merchant's obligations to provide the Merchant Offering in respect of such transaction.

7.7. Survival

Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including, but not limited to, Clauses 2.2, 3, 4, 6.1, 6.2, 7.6, 7.7, 8 and 9 shall remain in full force and effect indefinitely.

8. Indemnification

8.1. The Merchant agrees to defend, indemnify and hold AAATap, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including, but not limited to, reasonable attorneys' fees and costs) arising out of or relating to any of the following:

(a) any claim by the relevant tax authorities for the tax obligations of the Merchant arising from the issuance, sale or transaction;

(b) any claim by a AAATap user or anyone else arising out of or in connection with the Merchant Offering (or any goods and/or services actually or purportedly offered in respect of or in connection to AAATap) or any other goods and/or services offered by the Merchant, including, but not limited to, claims for personal injury, death, or property damages.

9. Miscellaneous

9.1. This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

9.2. No terms and conditions or other document submitted, proposed or stipulated by the Merchant shall be binding between the parties in respect of the transaction set out in this Agreement, unless expressly agreed to in writing by AAATap.

9.3. This Agreement may be amended or modified only by mutual written agreement of authorised representatives of the Parties.

9.4. No waiver by AAATap of any violation or default in performance of the provisions of this Agreement shall be deemed a waiver of such provisions or the right of AAATap to thereafter enforce such provisions, or any other provisions, of this Agreement.

9.5. Nothing in this Agreement shall be construed to create a joint venture, agency, partnership, or franchise between the parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way. The Merchant understands and acknowledges that AAATap does work regularly with other merchants who may be direct or indirect competitors with the Merchant. By entering into this Agreement, the Merchant agrees that AAATap is not precluded from entering into similar agreements with other merchants, regardless of whether they are direct or indirect competitors with the Merchant.

9.6. The Merchant is not authorised to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without AAATap's prior written consent. AAATap is authorised to transfer or assign this Agreement or any of its rights thereunder to a present or future affiliate or pursuant to a merger, consolidation,

reorganization or sale of all or substantially all of the assets or business, or by operation of law, without notice to the Merchant.

9.7. The Parties agree to use digital signup in AAATap for the purpose of signing this Agreement; the Parties further agree that using the digital signup shall be treated with the same legal force and effect as a signature written by hand, and will not be denied legal validity solely due to the fact that the signature is in electronic form.

9.8. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.

9.9. This Agreement shall be governed and interpreted by the laws of Malaysia, without regard to its conflict or choice of law principles. Exclusive venue for any disputes shall be the courts of Malaysia.

9.10. The Effective Date of this Agreement shall be the date that the last of AAATap or the Merchant agrees to this Agreement or otherwise indicates its assent in writing.

10. Governing Law And Jurisdiction

The terms and the provision of products and services by AAATap or AAATap's Merchant shall be governed by and construed in accordance with the laws of Malaysia without reference to Malaysia conflict of laws rules or forum non conveniens, and any dispute arising out of the terms shall exclusively be submitted to the jurisdiction of the competent courts in Malaysia.

11. General

AAATap is currently operating AAATap under this Agreement and may transfer or enhance its operating platform to another platform at any time for any reason without notice to Merchant.