

## PILIHAN LAMPIRAN MELAKA EXCESS

### PARTICIPATION AGREEMENT

This Merchant Participation Agreement (“Agreement”) is made and entered into as of the date Merchant accepts this Agreement in accordance with Section 1 below (“Effective Date”), by and between Pilihan Lampiran Sdn Bhd. (“Company” or “Pilihan Lampiran”) and the merchant accepting this Agreement in accordance with Section 1 below (“Merchant”). Each of Company and Merchant may be referred to herein as a “party” or collectively as “parties.” Capitalized terms used in this Agreement without definition have the meanings given them in Section 3 below.

Acceptance of Agreement. By clicking “I Accept” below, Merchant’s authorized representative (“Authorized Representative”) accepts this Agreement on behalf of Merchant and acknowledges that Authorized Representative (a) is authorized to accept this Agreement on behalf of Merchant and (b) has read and understood this Agreement. Merchant agrees that this Agreement is binding on Merchant as if executed in writing.

Pilihan Lampiran Network. Company has established a network of point-of sale (“POS”) merchants (the “Pilihan Lampiran Network”) located within Pilihan Lampiran approved communities in the State of Melaka or any other location that the Company shall define from time to time (each a “Community” and collectively, the “Communities”) and has developed a program under which End Users may use the Pilihan Lampiran Melaka Excess mobile application (“Pilihan Lampiran Melaka Excess”) to make purchases at participating merchants (“Pilihan Lampiran Service” or “Pilihan Lampiran Program”). As part of its participation in the Network, Merchant agrees at their sole discretion that they can offer a discount, incentive, reward or other benefit (the “Benefit”) to persons making purchases with the Pilihan Lampiran Melaka Excess. Company agrees to market and promote Merchant’s participation and provision of the Benefit. This Agreement governs Merchant’s acceptance of the Pilihan Lampiran Melaka Excess at Merchant’s Melaka locations (collectively, “Locations”). Nothing in this Agreement shall require Company to approve a merchant as a merchant in the Pilihan Lampiran Network, which shall only be done at the Company’s sole discretion. Merchant agrees to allow the use of the Pilihan Lampiran Melaka Excess only for purchases of goods and services legally sold by Merchant. Under this Agreement, Merchant shall not accept Transactions, authorize Transactions, or receive payments on behalf of any other party.

Definitions. Except as otherwise set forth in this Agreement, the terms below shall be defined as follows:

3.1 “Applicable Law” means any international, federal, state or local law, regulation or rule and official interpretations thereof issued by a regulatory authority that govern or relate to this Agreement or any of the services or Transactions related to this Agreement, or the issuance, sale, authorization or usage of the Pilihan Lampiran Melaka Excess.

3.2 “End User” means any subscriber, purchaser, person or entity that uses the Pilihan Lampiran Melaka Excess to originate a Transaction.

3.3 “Pilihan Lampiran Melaka Excess” means the payment services described herein that enable Merchant to accept payments from End Users at Merchant’s Locations.

3.4 “Transaction” means an End User’s use of the Pilihan Lampiran Melaka Excess eWallet function to make a purchase or return at a merchant that participates in the Pilihan Lampiran Network, such as the Merchant.

4.1 Changes to the Pilihan Lampiran Service: Pilihan Lampiran may, in its sole discretion, terminate, change, suspend, modify, or discontinue any or all aspects of the Pilihan Lampiran Service, temporarily or permanently, at any time with or without notice to Merchant, and Merchant agrees that Pilihan Lampiran shall not be liable to Merchant or any third party as a result of taking any such action,

4.2 Appointment as Agent: Merchant hereby appoints Pilihan Lampiran as its agent for purposes of receiving payment from End Users enrolled in the Pilihan Lampiran Melaka Excess program. When an End User funds his or her Pilihan Lampiran Melaka Excess mobile application account, it will, in effect, constitute a payment to the Merchant for goods or services up to the amount of funds remaining in the End User's Pilihan Lampiran Melaka Excess mobile application account at the time of payment if such End User chooses to pay with his or her Pilihan Lampiran Melaka Excess mobile application. At the time an End User loads funds into his or her Pilihan Lampiran Melaka Excess mobile application, Pilihan Lampiran will provide a digital receipt to the End User indicating that the payment of funds is, in effect, a payment to merchants participating in the Pilihan Lampiran Network.

4.3 Acceptance: Merchant shall accept the Pilihan Lampiran Melaka Excess mobile application when presented by an End User as payment for any goods and services sold at all of Merchant's Locations up to the value of funds in the Pilihan Lampiran Melaka Excess mobile application account. If requested, Merchant shall display Pilihan Lampiran's approved signage at the POS. Except as may be funded under a co-branding agreement or otherwise required, Merchant will not offer more favorable terms for a customer's use of another payment method. Merchant is responsible and jointly and severally liable for the obligations of Merchant's Locations under the Agreement. Merchant acknowledges and agrees that Transactions can be paid for only through an End User loading funds into the End User's Pilihan Lampiran Melaka Excess mobile application account. Merchant shall not permit an End User to withdraw cash from the End User's Pilihan Lampiran Melaka Excess mobile application account, transfer funds to another individual, or engage in an international transaction. Merchant shall not accept any Transaction over RM1,000.

4.4 End User Information: Merchant acknowledges and agrees that the Pilihan Lampiran Service is not designed for Merchant to accept, and Merchant agrees not to request, obtain, or retain, any non-public personal information of End Users. The parties acknowledge that the Personal Data Protection Act 2010 ("PDPA") governs the disclosure of non-public personal information about consumers, including End User information. The parties shall comply with the applicable terms and provisions of the PDPA and other Applicable Law, including, but not limited to, the provisions of the PDPA regarding the security, re-use, sharing and re-disclosure of non-public personal information.

4.5 Pilihan Lampiran Melaka Excess funds: The funds (in the form of credits) loaded into an End User's Pilihan Lampiran Melaka Excess mobile application account will be held by Pilihan Lampiran at Pilihan Lampiran's bank until such time as the End User designates a purchase from a Merchant. Merchant acknowledges that the funds from different End Users are pooled with funds representing balances for other End Users. Any interest earned on the pooled account, will be the property of Company.

4.6 Returns: Merchant agrees that, whenever an End User requests a refund or returns a purchase in connection with a completed Transaction, Merchant will ensure that any refund or return of funds to that End User by the Merchant, if any, will be made using only the Pilihan Lampiran Service and through no other payment method. Merchant will remit to Pilihan Lampiran any refund or return of funds, and Pilihan Lampiran will credit such funds to the End User's Pilihan Lampiran Melaka Excess.

4.7 No Charge to End Users: Merchant agrees that it will not charge (or recharge) End Users any fee for using the Pilihan Lampiran Melaka Excess mobile application to purchase or return Merchant's goods or services.

4.8 Information Updates: Merchant will promptly notify Company if any information provided to Company is changed or is no longer accurate or complete.

4.9 Pilihan Lampiran Rules. Merchant agrees to comply with Company's identification and security policies and procedures supplied to Merchant from time to time.

4.10 Fraud Detection and Assistance. Merchant agrees to cooperate with Company to investigate any suspected illegal or fraudulent activity, including without limitation, returning to Company any amount that the Merchant holds to the credit of an End User that Company suspects is the subject of any illegal or fraudulent activity and providing Company with information on an End User's Transactions with the Merchant.

4.11 Company Proprietary Information. Company or its licensors own all right, title, and interest, including without limitation all copyright, trademark, and other intellectual property rights, in and to the Pilihan Lampiran mobile application and Pilihan Lampiran Service and all components used in the provision thereof, including without limitation, all software, business methods, business processes, website designs, graphics, text, content, API instructions, trade names, trade secrets, and know-how, and all documentation in relation to the foregoing, used in the provision of the Pilihan Lampiran mobile application and Pilihan Lampiran Service ("Proprietary Information"). Except as expressly stated herein, this Agreement does not transfer any right, title, or interest in the Pilihan Lampiran mobile application, Pilihan Lampiran Service, or Proprietary Information to the Merchant. Company grants to the Merchant a non-exclusive, non-transferable license to display certain logos and trademarks of Company as Company may from time to time designate ("Company Marks"), in the Merchant's Locations and on the Merchant's Website(s) for the sole purpose of advising the Merchant's customers at its Locations and on its Website(s) of Merchant's acceptance of Pilihan Lampiran Service. The Merchant acknowledges that it is prohibited from any use, reproduction, recompilation, reverse engineering, modification, or distribution of any Pilihan Lampiran mobile application, Pilihan Lampiran Service, or Proprietary Information that is not expressly authorized in this Agreement. Merchant acknowledges that the transactional data processed by Pilihan Lampiran is the property of Pilihan Lampiran for current and future use. Merchant may not sell, resell, assign, or otherwise transfer rights to the Pilihan Lampiran App and Pilihan Lampiran Service or any Proprietary Information. All Proprietary Information may be used only in connection with Merchant's use of the Pilihan Lampiran Service and must cease immediately upon termination of this Agreement for any or no reason.

4.12 Merchant Information. Merchant hereby grants to Company a non-exclusive, non-transferable, non-assignable, royalty-free license to use Merchant's trademarks, service marks, and logos ("Merchant Marks") solely for the purpose of marketing and offering the Pilihan Lampiran Service. All uses of the Merchant Marks by Company, including all goodwill arising there from shall inure solely to the benefit of Merchant. Company agrees it will not use, register, or otherwise appropriate any name, mark, or logo which is similar to or may be confused with any name, mark, or logo licensed by Merchant other than in the provision of the Pilihan Lampiran Services. All rights with respect to the Merchant Marks not specifically granted herein are retained by Merchant.

4.13 Merchant Disputes. Merchant acknowledges that Company does not act as a buyer or seller of goods or services bought or sold by the Merchant through the acceptance of the Pilihan Lampiran

mobile application. The Merchant agrees that any dispute regarding any product or service purchased or sold by the Merchant through the acceptance of Pilihan Lampiran mobile application is between the Merchant and the End User that purchased or sold the goods or services, and agrees that Company shall not be a party to any such dispute.

4.14 Merchant Representations and Warranties. Merchant represents and warrants continually during the Term that: (a) Merchant will at all times comply with all Applicable Law and will not receive or transfer funds, or accept or use the Pilihan Lampiran Service, in connection with any illegal, fraudulent, or deceptive activity, including without limitation, for illegal gambling, money laundering, or terrorist financing; (b) all of the information about the Merchant and its business provided to Company by the Merchant is true, accurate, and complete; and (c) Merchant has the necessary rights, power, authority, and capabilities to enter into this Agreement and perform its obligations hereunder, and performance of its obligations will not violate any Applicable Law.

4.15 Audit. Merchant acknowledges and agrees that Company and Company's bank shall be permitted to conduct reasonable audits of Merchant's performance under this Agreement at any time during Merchant's normal business hours. Merchant agrees to cooperate fully and promptly with any reasonable request from Company or Company's bank to obtain any records that are related in any way to this Agreement or Merchant's ability to comply with its terms.

4.16 Settlement. Pursuant to this Agreement you are authorizing Pilihan Lampiran to settle funds to your bank account (listed below) for goods and services purchased. Merchant authorizes Pilihan Lampiran to provide instructions to Pilihan Lampiran's bank for purposes of the movement and reconciliation of funds between or among Pilihan Lampiran's bank, Company, Merchant, and Merchant's bank to provide payments, reimbursements, or refunds for Transactions ("Settlement"). Company agrees to provide reconciliation instructions to its bank within 7 calendar days of a Transaction. Merchant acknowledges and agrees that all Company reconciliation entries to Merchant's account are conclusive for purposes of calculating the amount owed to the Merchant under the Pilihan Lampiran Program, after deduction of applicable fees and other amounts (the "Settlement Amount") unless an entry with which the Merchant has a concern is disputed in good faith by the Merchant in writing within thirty (30) calendar days following receipt of the Settlement Amount. In the event Merchant so disputes an entry within such thirty (30) day period and as a result any errors on the part of Company in calculating the Settlement Amount are discovered, Company will promptly notify the Merchant of such error. If such error results in Company owing any amount to the Merchant, Company will pay such amount to the Merchant. If such error results in the Merchant owing any amount to Company, Merchant will pay such amount to Company or Company may deduct such amount from a future reconciliation entry. Applicable Pilihan Lampiran Fees are a maximum of 5% plus a 2.9% transaction fee.

#### Confidentiality

5. Each party agrees to maintain during the Term and after the Term all Confidential Information of the other party and to use such Confidential Information only as permitted under this Agreement except for trade secrets, which the parties will maintain as confidential until the expiration of the trade secret protection. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of the Confidential Information of the other party including, without limitation, disclosing such Confidential Information only to its employees or contractors with a need to know and who are parties to appropriate agreements sufficient to comply with this Section. As used herein, "Confidential Information" means all information, written or oral, furnished by one party to the other, including but not limited to, financial information, techniques, processes,

methodologies, schematics, ideas, analyses, performance information, user documentation, internal documentation, details of planned or current products or services, computer records or software, specifications, models, prototypes, compositions, samples or other information that is or may be either applicable to or related in any way to the business or affairs of such party. Confidential Information includes Proprietary Information and the contents of this Agreement.

5.2 Each party shall put in place processes and physical and information technology security systems sufficient to protect any Confidential Information in its possession. The foregoing restrictions on use and disclosure shall not apply with respect to Confidential Information that: (i) becomes rightfully known to the receiving party without restriction from a source other than the disclosing party; or (ii) is independently developed by the receiving party without use of the Confidential Information and without the participation of individuals who have had access to the Confidential Information, as evidenced by written records; or (iii) is required by Applicable Law. The receiving party agrees to return or destroy the disclosing party's Confidential Information upon termination or expiration of this Agreement or upon any request of the disclosing party.

5.3 The parties agree that if the receiving party commits a breach, or threatens to commit a breach of the provisions of this Section, then the disclosing party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause, it being acknowledged and agreed that any such breach or threatened breach could cause irreparable injury and that money damages would not provide an adequate remedy.

#### Limitation of Liability; No Incidental or Consequential Damages

6.1 Neither Company, nor each of its affiliates, subsidiaries, agents or subcontractors, will be liable for any delay or failure to perform its obligations under this Agreement to the extent that the delay or failure is caused by any of the following:

- (a) failure, interruption, infiltration or corruption of any hardware, software, or other telecommunications or data transmission system;
- (b) Company's belief that the Transaction is unauthorized or fraudulent or poses a security risk;
- (c) interception or seizure compelled by Applicable Law; or
- (d) circumstances beyond Company's reasonable control.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO MERCHANT FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT EXCEED YOUR ACTUAL LOSS; OR (B) RM 50.00. IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, SUBSIDIARIES, AGENTS OR SUBCONTRACTORS BE LIABLE TO MERCHANT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, SPECULATIVE, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER BASED ON NEGLIGENCE, WILLFUL MISCONDUCT, TORT, CONTRACT (INCLUDING WITHOUT LIMITATION FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM) OR ANY OTHER THEORY OF LAW, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. THE LIMITATIONS AND ALLOCATIONS OF RISK INCLUDED HEREIN ARE FUNDAMENTAL TO THIS AGREEMENT AND HAVE BEEN REVIEWED BY THE PARTIES HERETO. THE PARTIES ACKNOWLEDGE THAT WITHOUT SUCH AN ALLOCATION OF RISK COMPANY WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT.

6.2 Indemnification. The Merchant shall indemnify Company and its affiliates, subsidiaries, agents and subcontractors, from and against any and all claims, damages, causes of action, suits, losses, liabilities, obligations, expenses, penalties and costs (including reasonable legal fees) arising out of or in connection with Merchant's: (a) acceptance of Pilihan Lampiran Services; (b) breach of this Agreement, (c) negligent or wrongful act or omission, (d) failure to perform under this Agreement, (e) non-compliance with any term, condition, representation or warranty under this Agreement, (f) sale of goods or services to End Users; or (g) a third party alleging that Merchant's use of the Pilihan Lampiran Service in breach of this Agreement infringes or misappropriates such third party's intellectual property rights or violates Applicable Law.

DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY PROVIDES THE PILIHAN LAMPIRAN SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ANY WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH THE PILIHAN LAMPIRAN SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR CONDUCT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED EXCEPT WHERE IMPLIED OR STATUTORY WARRANTIES CANNOT BE DISCLAIMED BY APPLICABLE LAW. COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PILIHAN LAMPIRAN SERVICE WILL BE ERROR-FREE, AVAILABLE OR WILL MEET MERCHANT'S REQUIREMENTS. COMPANY'S SOLE LIABILITY FOR ANY ERRORS, ACTS OR OMISSIONS ARISING OUT OF THE PROVISION OF THE PILIHAN LAMPIRAN SERVICE SHALL BE LIMITED TO THE REPERFORMANCE OF THE PILIHAN LAMPIRAN SERVICE AT NO CHARGE TO MERCHANT. EXCEPT FOR THE FOREGOING REPERFORMANCE OF THE PILIHAN LAMPIRAN SERVICE, COMPANY SHALL NOT BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE ARISING OR ALLEGED TO ARISE OUT OF THE PROVISION OF THE PILIHAN LAMPIRAN SERVICE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY FAILURE OR DELAY IN PROVIDING THE PILIHAN LAMPIRAN SERVICE ARISING FROM ANY FORCE MAJEURE.

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a term of one (1) month ("Initial Term"). After the Initial Term, this Agreement will automatically renew for consecutive periods of one (1) month (each, a "Renewal Term" and, together with the Initial Term, the "Term").

8.1 Termination. If and for so long as the Merchant is in breach of any of the Merchant's obligations, representations or warranties under this Agreement, or for reasonable business, security or fraud prevention purposes, Company may: (a) suspend or restrict performance of Company's obligations under this Agreement; (b) terminate or suspend this Agreement immediately; or (c) terminate or limit Transactions at Merchant's Locations. Company may terminate this Agreement immediately if: (v) Company suspects or has evidence of fraud committed by Merchant or Merchant's affiliates, subsidiaries, agents or subcontractors; (w) upon being instructed by regulatory authorities; (x) Merchant files a petition, in bankruptcy, seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (y) a receiver, trustee, or similar officer is appointed for the business or property of Merchant; or (z) Merchant adopts a resolution for discontinuance of its business or for dissolution. Company shall have no liability to Merchant as a result of the termination of this Agreement. Merchant may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to Company.

8.2 Effect of Termination. Upon termination of this Agreement, Company will: (i) cancel any pending purchase Transactions, and (ii) transfer to the Merchant by check or electronic transfer any funds owed to Merchant under the Pilihan Lampiran Program less any fees or other charges due under this Agreement. Upon termination of this Agreement, Merchant will be removed as a merchant on the Pilihan Lampiran mobile application. Upon termination of this Agreement, the Merchant shall, at its sole cost and expense: (w) cease accepting Pilihan Lampiran at its Locations, except that Merchant shall redeem goods and services up to the amount in an End User's Pilihan Lampiran mobile application account if the Transaction was completed prior to termination; (x) cease using the Pilihan Lampiran Service and Company Marks; (y) cease using and promptly return or, upon Company's request, destroy any and all Confidential Information belonging to Company; and (z) cease using and promptly return to Company any software obtained from Company pursuant to any other Agreement between the parties.

8.3 Mutual Dispute Resolution and Arbitration Agreement. If a dispute arises between Merchant and Company (a "Dispute"), the parties will work in good faith to quickly and amicably resolve the dispute. A party may trigger the dispute resolution process described in this Section ("Dispute Resolution Process") by providing a written claim notice ("Claim Notice") to the other party. The Claim Notice shall (i) describe the nature of the Dispute in reasonable detail, including a summary of argument supporting the party's position, (ii) identify, if reasonably practicable, the dollar amount at issue, (iii) be accompanied by reasonable supporting documentation for that party's claims; and (iv) provide the name and title of the executive who will represent that party, as well as any other person who will accompany the executive. Within thirty (30) days from the date a Claim Notice is delivered the executives of both parties shall discuss the Dispute by phone ("First Discussion"). At no time prior to the First Discussion shall any party initiate an arbitration except if the other party refuses to participate in the First Discussion.

8.4 Any dispute arising under or related to this Agreement or the Pilihan Lampiran Service (including the arbitrability of such a dispute and the existence, validity, interpretation, performance, termination, or breach thereof) that has not been resolved pursuant to the immediately preceding paragraph shall be finally settled through binding arbitration. The arbitration shall be administered pursuant to the laws of Malaysia and conducted pursuant to the terms of this Agreement and, where not inconsistent with this Agreement, the current Arbitration Act 2005. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be reasonably necessary to prepare for or conduct the arbitration hearing. No party may apply to any court or arbitrator for any provisional, injunctive or ancillary relief unless and until necessary to enforce an order from the arbitration. The arbitrator is not empowered to award punitive or exemplary damages, except as may be required by statute, or any pre-award interest; nor may the arbitrator award any incidental, indirect or consequential damages, including damages for lost profits or harm suffered by third parties. The arbitrator shall issue a reasoned final award. A final award rendered in connection with arbitration pursuant to this section shall be binding upon the parties, and if fully satisfied within thirty (30) days of being issued, no party may seek to confirm the final award. If a final award is not fully satisfied within thirty (30) days then a party may apply to have judgment upon such an award entered and enforced in any court of competent jurisdiction.

8.5 The above obligations to arbitrate shall not prevent a party from seeking a preliminary injunction, temporary restraining order, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

8.6 Exclusive jurisdiction and venue for arbitration or any other legal action or proceeding in any way related to the Pilihan Lampiran Service or this Agreement shall be in Malaysia. Any matter brought before a court shall be brought solely in the state or federal courts located in Malaysia.

#### General Provisions.

9.1 Third Party Beneficiary. The parties expressly acknowledge and agree that no party shall be deemed a beneficiary of this Agreement.

9.2 Notices. All notices and approvals required by this Agreement shall be in writing and shall be deemed to have been duly given upon receipt if (a) personally delivered; (b) sent by certified or registered mail, postage prepaid, return receipt requested; (c) sent by an overnight carrier to the either parties' registered address, or at such other address of which the notifying party hereafter receives notice in conformity with this section; or (d) sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day.

9.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, understandings, and arrangements, oral or written, between the parties with respect to the subject matter hereof.

9.4 Modification. Unless otherwise provided in this Agreement, Company may amend any of the provisions of this Agreement by notice in writing to the Merchant, such amendment to take effect not less than thirty (30) days from the date of the notice.

9.5 Cumulative Remedies. All remedies conferred upon or reserved in favor of a party are cumulative and are in addition to any other remedy given hereunder or existing at law or in equity.

9.6 Independent Contractors. The parties hereto are independent contractors and this Agreement does not establish a partnership or joint venture among them. No party has the right to bind the other party to any agreement.

9.7 Waiver. Neither party shall be deemed to have waived any of its rights, powers, or remedies hereunder except by a writing signed by an authorized agent or representative of the party to be charged. The waiver by either party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

9.8 Survival. All representations and warranties contained in this Agreement, and all obligations of the parties that by their term or nature extend beyond the Term, shall survive any termination or expiration of this Agreement.

9.9 Subcontracting. Company may engage the services of one or more affiliates, subsidiaries, agents or subcontractors in order to perform its obligations under this Agreement.

9.10 Counterparts. This Agreement may be executed and delivered by the parties in counterpart, each of which shall be deemed an original and both of which together shall constitute the same instrument.

9.11 Severability. In the event that any part of this Agreement is ruled by a court, regulatory authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to have been omitted from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.



9.12 Governing Law. This Agreement shall be governed by and construed in all respects in accordance with laws of the Malaysia without regard for its choice or conflicts of laws principles.

9.13 Assignment. Merchant may not assign, transfer, or sub-license, including by operation of law, any of its rights, duties, or obligations under this Agreement, in whole or in part, to any person or entity without the prior written consent of Company. For the purposes hereof, a change of control of the Merchant constitutes an assignment which requires the prior written consent of Company. Company may assign any or all of its rights, duties, and obligations under this Agreement to an entity that Company directly or indirectly controls, is controlled by or is under common control with, or any third party acquiring all or substantially all of the assets relating to this Agreement, including the assignment of contractual position, novation, or any other form of substitution of Company by another party, to which assignment the Merchant hereby agrees.

9.14 Successors. This Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties and their successors and permitted assigns.