

AEROTRADE SELLER TERMS AND CONDITIONS

These terms and conditions ("Seller T&C") contain the terms and conditions between Asia Digital Engineering Sdn. Bhd. ("Company") and the Seller (hereinafter defined). The Portal is owned and/or operated and/or managed by the Company. In consideration of the mutual promises contained herein (which are hereby acknowledged and deemed sufficient), the Parties agree to the following terms and conditions contained in this Seller T&C.

1.0 SCOPE OF AGREEMENT

This Seller T&C is to be read together with the Subscription Plan, the Terms of Use, Privacy Policy, and the Seller's Fair Trade Policy, all of which shall collectively represent a legally binding agreement between the Seller and the Company. Seller's use of the Marketplace as a Seller shall be governed by this Seller T&C. All defined terms have the meanings prescribed in Clause 17 (Definition and Interpretation) below.

BY USING THE MARKETPLACE, THE SELLER HEREBY ACCEPTS AND CONSENTS TO THE TERMS OF THIS SELLER T&C, INCLUDING THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO

2.0 SERVICES AND PRODUCT

2.1 Services: The Parties agree to the Company:

- (a) Listing and publishing the Products and Seller Content on the Marketplace; and
 - (b) Collection, reconciliation, and settlement of all invoices to the Seller,
- (collectively referred to as "Services").

The Services shall be subject to:

- (i) Availability of resources, and availability of suitable network infrastructure at the time the Services are requested or delivered;
- (ii) If applicable, geographic and technical capability of communication networks and other delivery systems at such a time when the Services are requested or delivered; and
- (iii) The Seller meets the technical requirements for accessing the Marketplace.

2.2 Products: The Company may market and distribute the Products through the Marketplace for purchase by the Customers. As the owner of the Product, it shall be the responsibility of the Seller to, amongst others, ensure the sale is legally authorised, accurately describe the Products, package them, ship them (if applicable), insure them (if applicable), provide market equivalent warranty and offer after-sales service. The Seller accepts that the use of the Portal is at the Seller's own risk.

2.3 The Seller hereby acknowledges and agrees that nothing in this Seller T&C shall prohibit the Company from continuing to provide services and products similar to the Services to other companies.

3.0 TERM

This Seller T&C is effective from the Effective Date and shall be automatically renewed on one (1) year intervals ("Period of Agreement") unless either Party terminates in accordance with this Seller T&C.

4.0 RATES, FEES, PAYMENTS, CURRENCY

4.1 Product Rates

- 4.1.1 The Seller shall be responsible to upload the Product information, Seller Content and Rates to the Seller Portal. Notwithstanding anything in this Seller T&C, the Company shall have the right, at its sole discretion, to delay, suspend, refuse to list, or remove any Product offered on the Marketplace, without prior notification to the Seller.
- 4.1.2 The Rates shall exclude all taxes and other charges. Seller shall be solely responsible for the payment of any and all applicable taxes, including and without limitation to all Taxes applicable to the sale of the Products. For the avoidance of doubt, in the event there are any taxes to be paid by the Customer on the collection of the Product in the country of delivery (which shall include, but is not limited to custom taxes and/or duties), all such taxes shall be borne by the Customer. The Company shall in no way be liable for any refunds, should the Customer refuse to pay for any of the abovementioned taxes.
- 4.1.3 The Seller authorises the Company to act as its agent for the purposes of:
- (a) Collecting the invoice and in general, any sums due or owing by the Customer to the Seller;
 - (b) Processing Customer payments, refunds and adjustments; and
 - (c) Remitting the invoice(s) collected from the Customer to the Seller.

4.2 Charges

In consideration of the Services to be provided by the Company to the Seller, the Company shall charge the Seller a fee set out in the Subscription Plan as further detailed below:

- 4.2.3 All fees and/or charges are subject to Taxes, where applicable, and such applicable Taxes shall be borne by the Seller.

4.3 Payments, Invoice and Receipt

4.3.1 Payment Terms:

- (a) The Company shall be responsible for payment collections for Products purchased by Customers through the Marketplace.
- (b) The Company shall provide Order Details to the Customers upon confirmation of purchase by the Customer. In this regard Order Details shall consist of a list of itemised Order Information that includes but is not limited to the order number, part details, order quantity and price.
- (c) The Seller shall be responsible to issue an invoice directly to the Company with reference to the Company's purchase order(s) as updated in the Marketplace.
- (d) The Company shall pay undisputed invoice(s) to the Seller PROVIDED (A) the Seller updates the Seller Portal on the fulfilment of the Order to the Customer, in accordance with Schedule 1 (Operational Procedures) of this Seller T&C; and (B) the Seller is not in breach of any of its obligations set out in this Seller T&C. In the event of any default in (A) and/or (B) above, the Company shall be entitled to delay, suspend or cancel any invoice(s) to be paid to the Seller, and in the event any invoice(s) has been paid to the Seller, the payment will not be considered as a waiver of the Company's rights under this Seller T&C and/or applicable laws.
- (g) In the event of any dispute to the invoices, the Parties shall act in good faith, through their respective chief financial officers, or their designates to resolve the dispute within fifteen (15) Business Days. In the event the Parties are unable to resolve any dispute in the manner

stated herein, the dispute shall be resolved in accordance with Clause 15.10 (Governing Law and Dispute Resolution).

- (h) The Seller payment details shall be as stipulated in the Subscription Plan and any changes to the payment details must be communicated in writing to the Company.
- (i) The Seller agrees to bear any transactional fees charged by financial institutions arising from the remittance of invoice(s) from the Company.

4.4 Currency

All payments/transactions pursuant to this Seller T&C shall be in the currency specified below:

- (a) where the Seller or Customer are incorporated in Malaysia the currency of the transaction will be in Malaysian Ringgit ("MYR"); or
- (b) where the Seller and Customer are transacting from outside Malaysia, the default currency applicable for such payment/transaction shall be USD.

5.0 OPERATIONAL PROCEDURES AND PRODUCT AVAILABILITY

5.1 Operational Procedures

- 5.1.1 The Seller shall follow the operational procedures set forth in Schedule 1 (Operational Procedures) to this Seller T&C, with respect to Product Order, changes, and availability. The Company shall update or revise the Operational Procedures, as and when required and shall endeavour to give the Seller at least ten (10) Business Days' prior written notice of any updates or revisions to Schedule 1 (Operational Procedures).
- 5.1.2 The Order fulfilment method to the Customer shall be specified in the Subscription Plan, as determined by the Company. The operation procedure of each of these methods of fulfilment is further set out in Schedule 1 (Operational Procedures) to this Seller T&C.

5.2 Product Availability

- 5.2.1 For each Product that the Seller offers to the Customer on the Marketplace, Seller will ensure that the Product is available for sale to the Customer.
- 5.2.2 If the Seller changes, cancels or no longer makes available a Product after a Customer has placed an order for the Product but has not received the Product, Seller shall provide such Customer with an alternative Product of the same or higher quality as the Product originally booked, to the Customer's reasonable satisfaction. If a Customer cannot be accommodated to the Customer's reasonable satisfaction, Seller agrees that the Company may process a refund for that Customer in accordance with Clause 6 below.
- 5.2.3 The Seller shall be responsible to keep track of the Orders relating to each Product to prevent double claims or insufficient stock to fulfil the Orders. The Company shall not be held responsible for losses or liabilities arising from or due to the Seller's failure to keep track of the Seller's inventory.

6.0 CUSTOMER CANCELLATIONS AND REFUNDS; DELIVERY ERRORS AND NON-CONFORMITIES; CUSTOMER SERVICE

- 6.1 No total or partial cancellations or termination of a Confirmed Order are permitted except where expressly accepted in writing by the Company. Cancellation or termination of a Confirmed Order is

subject to the Company being fully indemnified against all costs connected hereto and Seller may be subject to a fee as detailed further in this clause.

6.2 Cancellations and Refunds

6.2.1 The Seller shall accept cancellation of a Customer's Order at no cost, in the event:

- (a) The Seller fails to make available, provide or ship the Product Order;
- (b) The Seller fails to fulfil the Seller's obligation within the stipulated timeline in Customer's Order;
- (c) The Product is found to be incomplete, defective, faulty, physically damaged, expired or different compared to the Product Order during acceptance of the Product by the Customer; and/or
- (d) At the request of the Customer which shall be restricted to exceptional circumstances, as may be determined by the Company.

6.2.2 The Seller expressly acknowledges and agrees that it shall at all times be bound by and agrees to adhere to the terms and conditions of the return and refund policy as stipulated in Clause 7 herein and which may be updated and amended from time to time at the sole discretion of the Company.

6.2.3 In the event of cancellation of an Order due to the Seller's fault/failure or through no fault of the Company, the following procedures will be adopted:

- (a) In the event the Company has not paid the invoice(s) to the Seller, the Company shall process a refund to the Customer if:
 - (i) The Seller has fulfilled the Order to the Customer, and upon the Product being returned to the Seller by the Customer in its original packaging. In these circumstances the Seller shall notify the Company of the returned Product; or
 - (ii) Where the Seller has not fulfilled the Order of the Product to the Customer, upon confirmation of non-fulfilment by the Seller.
- (b) Once a refund is processed and completed pursuant to sub-clause (a)(i) above, the Parties agree that the Company is not obligated to pay any other amount(s) for such relevant Product Order and that no other amount is due and owing thereafter to the Seller.
- (c) The Company reserves the right to charge the Seller a fee equivalent to the rate applicable under the Company's cancellation policy as set out at the Marketplace or a minimum of seven per cent (7%) of Rates applicable for each Product, whichever higher, including any out-of-pocket expenses incurred by the Company in relation to the cancelled Order ("Administrative Fee").
- (d) In the event that the Seller has fulfilled the Customer's Order and the Company has paid the invoice(s) to the Seller, the Seller will be responsible in reimbursing the Company for the approved refunds to the Customer and associated costs mentioned in Clause 6.2.3(c).
- (e) The Seller shall reimburse the Company for all costs relating to and arising from the Customer cancellations due to Seller's failure to fulfil the services to the Customer, which shall include but is not limited to all charges incurred or to be imposed by the relevant financial institution. The reimbursement costs stated herein shall be reflected in and shall be set off against the next invoice(s) to be paid to the Seller. In the event there is no remaining invoice(s) to be paid to the Seller, the Company shall issue an invoice to the Seller for such reimbursement cost and the Seller shall be required to pay the Company within thirty (30) days from the date of the said invoice.

6.2.4 In the event of cancellation of an Order, due to non-collection of the Product by the Customer (where applicable) or incomplete Customer personal data provided by the Customer (making Customer's Order fulfilment impossible), the following procedures shall be adopted:

- (a) The Seller shall notify the Company in writing to process a Customer's cancellation, and provide sufficient supporting documents to prove that all possible methods have been taken to ensure collection of the Product;
- (b) The Company will process all refund as if the Order has been cancelled by the Customer unless agreed in writing by the Company upon Customer providing such justification with sufficient supporting documents;
- (c) The Company will not charge the Seller for the cancelled Product, no amount is due and owing to the Seller (and the Company is not obligated to pay) for any amount(s) for that Product Order, and any amount(s) already paid for such Product Order may be adjusted on any subsequent payment owed by the Company; and
- (d) The Seller and the Company will not be subject to any penalties or administrative fees by either Party.

6.3 Order Fulfilment Errors and Non-conformities

The Seller is solely responsible for correcting, via refund or replacement, any Order fulfilment error or non-conformity of the Products, including non-performance, non-fulfilment, theft, mistakes in picking and/or packing of the Product, or other mistake or act in connection with the fulfilment of an Order. The Seller is also solely responsible for any and all legal notifications, refunds, replacements, or similar obligations, for defects in the Product, including any public or private recalls thereof and will notify the Company as soon as the Seller has knowledge of any such defects and/or potential recalls. Seller shall make all reasonable efforts to work with any governmental agency to issue any notifications, refunds, replacements, or undertake any similar obligations, to the extent required by the Applicable Law, and to notify Customers of the same in a timely manner.

6.4 Customer Service

Seller agrees that all Customers' complaints and feedback will be facilitated by the Company. Seller is solely responsible for all customer service related to the Products and Seller's performance, or non-performance, of any of Seller's obligations related thereto or under this Seller T&C including any after sales service, through the Company's Marketplace. Seller shall use all commercially reasonable efforts to respond to all customer complaints or inquiries submitted through Marketplace or the Company within the time frame set out in Schedule 1 (Operational Procedure) of this Seller T&C, or in the absence of such stipulation, within two (2) Business Days from the date such complaints or inquiries are submitted. The Seller agrees and shall further comply with the operation procedures of customer service obligations as set out in Schedule 1 (Operational Procedure) of this Seller T&C.

7.0 **RETURN AND REFUND POLICY**

- 7.1 Return of already delivered Product(s) and any refund for the Customer's Order made by the Customer shall only be made with the prior written consent of the Company and shall be subject to further investigation and confirmation by the Company. Any request for return and/or refund of a Product by the Customer shall be submitted together with the relevant supporting documents and evidence.
- 7.2 Any warranty claim, exchange, return or refund of the Product(s) upon leaving the Seller's location or upon delivery/collection, is subject to the Seller's terms and conditions of sale and subjected to final approval by the Company and the Seller.

- 7.3 Notwithstanding any provision contained herein, any refund request shall only be made directly by the Customer who had purchased the Product in accordance with the Confirmed Order.
- 7.4 Should the Customer be eligible for a refund, the Customer will contact the Company via Marketplace to request for a refund. Any refund request shall be made within seven (7) days from the date the Product was delivered to the Customer or collected by the Customer. The Seller shall provide its response to the Customer's refund request within forty-eight (48) hours of receiving the Customer's request. Thereafter, the Seller shall conduct an investigation on the request submitted by the Customer, and shall notify the Company the outcome of such investigation within seven (7) days from the date of the Seller's response to the Customer's refund request. The Customer shall return the Product to the Seller (or Seller specified location) in its original condition, unused and in its original packaging together with the original documentation that the Product arrived within thirty (30) days from the date of delivery or collection.
- 7.5 The Customer shall be responsible for any cost arising due to the return of Products (which shall include but is not limited to postal, shipping and handling fee). The Seller has the right not to accept Products that have been damaged due to abuse, misuse, accidents or alterations. No refunds shall be made for any Products confiscated by authorities.
- 7.6 The Parties acknowledge and agree that the Seller retains the final right to approve or reject the claim of the Product by the Customer. Acceptance of any refund or exchange of a Product will be subject to further evaluation of the returned Products upon physically arriving at the Seller's facility.

8.0 SELLER CONTENT AND INTELLECTUAL PROPERTY

- 8.1 The Seller hereby grants to the Company for the duration of this Seller T&C, the nonexclusive, worldwide right (a) to reproduce all Seller Content; (b) to advertise, list, market, promote and distribute Products on or through the Marketplace; and (c) to otherwise perform and exercise the Company's obligations and rights under this Seller T&C. For avoidance of doubt, in exercising the aforesaid rights, the Company shall have the right to use any pictures uploaded by the Seller in relation to the Products. For this purpose, the Seller shall ensure that the pictures uploaded by the Seller shall not contain any watermark or logo of the Seller's company (unless such Product is a registered trademark Product of the Seller) so that such picture can be re-used by the Company as it thinks fit on the Marketplace.
- 8.2 Both Parties acknowledge that any and all of the Intellectual Property Rights used or embodied in or in connection with this Seller T&C, including the relevant processes, are and shall remain the property of the Party producing it and such other Party shall not during or at any time after the completion, expiry or termination of this Seller T&C in any way question or dispute the ownership of the other Party of any such Intellectual Property Rights.
- 8.3 The Seller also acknowledges that the Company may, during the Period of Agreement, create, develop and/or otherwise generate content, materials, tools and output in the performance of the Services hereunder, including those which improve the Company's existing Intellectual Property Rights. The Seller agrees that the Company shall exclusively own the Intellectual Property Rights in respect of all such content, materials, tools and output generated from the performance of the Services hereunder, other than for the original information provided by the Seller to the Company for the provision and/or delivery of the Services which shall nevertheless be licensed to the Company by the Seller to the extent required for the full use of the said Intellectual Property Rights by the Company.
- 8.4 Seller hereby acknowledges and agrees that the Company shall own all existing and future right, title and interest in and to any content, materials, tools and derivative works generated in and/or from the Seller Content created by or on behalf of the Company including any Customer Information, Seller information, whether prior to or after the Effective Date, and hereby assigns to the Company any and all right, title, or interest that the Seller may have to such derivative works. Seller further agrees to the Company vetting the Seller Content and in the event, the Company is of the opinion that the content

is not appropriate, the Company shall be entitled to remove the inappropriate content immediately. For the avoidance of doubt, the Company's ownership would include and not be limited to any metadata, derived data, aggregated data, anonymized data and pseudonymised data stemming from the provision of the services.

- 8.5 Save and except as expressly provided herein, neither Party grants to the other any right to any of its Intellectual Property Rights and each Party retains all right, title, and interest in and to its own Intellectual Property. The Seller further agrees, that the Seller:
- (a) Shall not receive any right, title or interest in or to use any of the Company's Intellectual Property Rights;
 - (b) Undertakes not to copy, modify, repackage, parse, mashup, replicate, use or reuse any of the Company's Intellectual Property Rights, nor authorise others to do the same, without the Company's prior written consent;
 - (c) Shall not challenge or assist others to challenge the validity or ownership of the Company's Intellectual Property or attempt to register similar trademarks, service marks, logo or trade names confusingly similar; and
 - (d) Is prohibited from selling, distributing, sub-licensing or otherwise commercialising the Company's Intellectual Property Rights, whether for profit or its own use.
- 8.6 The Seller shall defend any suit or proceeding brought against the Company and its Affiliates and its staff, trustees, agents, nominees or customers and indemnify them against any such suit, proceedings, claim, judgement, order, demand, costs charges and expenses arising from or incurred by reason of a claim that any Products or any part thereof constitutes an infringement/alleged infringement of any letters patent, registered design, trademark, trade name, copyright or such other matter or things protected worldwide by the use or sale of the Product and against all costs and damages which the Company or its Affiliates may incur in any action for such infringement or for which the Company or its Affiliates may become liable in any such action.

9.0 REPRESENTATIONS AND WARRANTIES

- 9.1 Each Party represents and warrants to the other Party that:

- (a) The representing and warranting personnel has the full power and authority from their respective company to enter into this Seller T&C on behalf and to perform the companies obligations hereunder; and
- (b) The execution, delivery and performance of the obligations set out in this Seller T&C does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment, decree or order, or any contract, agreement, or other undertakings, applicable to such Party.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT TO THE EXTENT AS MAY BE SET FORTH IN THIS SELLER T&C OR A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES, COMPANY PROVIDES THE MARKETPLACE AND ANY OTHER SERVICES, TECHNOLOGY AND MATERIALS UNDER THIS SELLER T&C "AS IS" AND THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY OF THE FOREGOING OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS SELLER T&C OR THE SUBJECT MATTER OF THIS SELLER T&C.

- 9.2 Seller's Representation and Warranties

By using the Portal and such other services provided by the Company herein, the Seller undertakes, represents and warrants to the Company and to the Customer and prospective Customers, in its performance, the following, and failure of which shall amount to a material breach:

- 9.2.1 Seller has obtained and maintains all rights, registrations, licences, permits, approvals, and authorizations, and warrants the legality of Seller's business, transaction, advertising, content and materials, offers, sale of the Product on the Marketplace;
- 9.2.2 Seller will comply with all applicable international, federal, state, local laws and regulations (including fire, health and safety procedures and consumer protection and data privacy laws) and all the Company's (and its Affiliates') policies relevant to the sale of the Product;

With reference to Clause 9.2.1 and Clause 9.2.2, the Seller understands and agrees that the Seller shall furnish the Company, at any time upon request by the Company, with copies of any and all registration certificates, licences, permits, authorisation and approval letters from any authorising or licensing body, whether governmental or non-governmental.

- 9.2.3 Seller will ensure that the Product offered in the Marketplace is operated and provided in good faith and in accordance with standards consistent with best practices in the relevant industry based on the nature of the Products. Seller further undertakes to practise fair trade and shall not make any unlawful gains out of any sale of the Product and shall not collude with Customer by entering into bogus redemption transactions solely for benefitting the Customer;
- 9.2.4 Seller undertakes to honour any Orders placed and/or Products purchased by the Customer at the stated quantity and price to Customers and ensure that the Product is available to the Customer upon sale;
- 9.2.5 Seller will ensure that the Products are genuine approved parts, of merchantable quality, fit for their purpose, free from defects and strictly conform to their specifications; and is packaged and fulfilled in good condition to the Customer. Seller undertakes it will not sell inadequate or expired Products, sell counterfeit, "replica" and name brand "knock off" products or products violating any intellectual property rights;
- 9.2.6 Seller will ensure that it has full unencumbered title in the Product, and the Product is supplied free of all liens, charges or other security interests;
- 9.2.7 Seller will ensure that any information provided by the Seller in relation to the Product and Seller Content to the Company and/or its Affiliate or to the prospective customers is accurate, current and complete, appropriate for public viewing and is not misleading or otherwise deceptive. Seller undertakes it will not infringe, violate or misappropriate any third party's proprietary or intellectual property rights, including without limitation any copyright rights or trademark rights or rights of privacy or publicity, post or display any political or religious content, post or display any materials that exploit or otherwise encourage violence against any governments, organisations or groups or individuals or activities;
- 9.2.8 Seller will undertake to include all text, disclaimers, warnings, notices, labels or other indications required by law to be displayed in connection with the offer, merchandising, advertising, or product, and the Seller understands that the Company shall have no obligation to verify the accuracy or completeness of any such information;
- 9.2.9 Seller shall ensure that the Products shall be of legitimate nature. Seller undertakes that it will not conduct activities such as gambling, sweepstakes, raffles and lotteries or participate in any activities related to pyramid or Ponzi schemes by the Seller, or any other illegal, immoral or antisocial activities. The Seller shall not use misleading information to promote its products on the Marketplace. The Seller shall be liable for any breach of law, and the Company shall be fully indemnified against any claims, losses or damages suffered as a result of the Seller's breach of this Seller T&C; and

- 9.2.10 Seller will be responsible for all taxes, duties, fees and other charges arising out of or associated with the Product. The Company shall not be liable for any default of any tax evasion or underpayment of tax made by the Seller.
- 9.2.11 Seller undertakes that it shall not:
- (i) Access content and information that concerns any party other than the Seller, transmit unsolicited commercial or bulk e-mail, interfere with the proper working of the Marketplace, transmit any viruses, trojan horse viruses or other harmful code, or attempt to bypass any mechanism used to detect or prevent such activities;
 - (ii) Reverse engineer, reverse compile or otherwise derive the underlying source code or structure of sequence of any the Company solutions or technologies;
 - (iii) Delete or alter author attributes or copyright notices, and/or source code related to the Company; or
 - (iv) Create liability for the Company and its Affiliates, directors, employees, contractors, agents, subcontractors, etc., or expose it to undue risk or otherwise engage in activities that the Company, in its sole discretion determines to be harmful to the Company's operations, reputation or goodwill.
- 9.2.12 Seller agrees to maintain complete, detailed and accurate records of all information relating to this Seller T&C and all transacted Products, in accordance with generally accepted industry standards for at least seven (7) years from the particular Product's transaction date and/or after the termination of this Seller T&C. The Company shall have the right to inspect the Seller's records upon reasonable notice and to retain copies thereof.
- 9.3 All representations and warranties in this Seller T&C are intended to be and are for the sole and exclusive benefit of the Company and the Seller. Other than as regards the rights of the Customer against the Seller, nothing in this Seller T&C will be construed as giving any third party any rights under this Seller T&C.

10.0 MARKETING AND PROMOTIONS

- 10.1 In the event the Company wishes to conduct any sales promotion to promote the Seller and the Product at any time during the Period of Agreement, the Company shall notify the Seller of such promotion.
- 10.2 In the event the Seller wishes to conduct any marketing and/or promotion to promote Portal at any time during the Period of Agreement, then the Seller shall obtain written approval of the Company prior to conducting such marketing and/or promotion. The Seller shall seek advanced written approval for any publicity or marketing regarding its relationship with the Company.

11.0 CONFIDENTIALITY, PRIVACY, DATA PROTECTION, AND ANTI-BRIBERY

11.1 Confidentiality

The Seller will not, during or after the term of this Seller T&C:

- (a) Use any such Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Seller T&C; and
- (b) Disclose any such Confidential Information to any third party.

Notwithstanding the foregoing, the obligations of this Clause do not apply to information which is:

- (i) Generally available to the public, without any obligation of confidentiality, other than by a breach of this Seller T&C by the receiving party;
- (ii) Rightfully received by the receiving party from a third party without any obligation of confidentiality;
- (iii) Rightfully known by the receiving party without breach of any confidentiality obligations; or
- (iv) Generally made available to third parties by the disclosing party without restriction on disclosure.
- (vii) Required to be disclosed pursuant to a court order, government regulation or other applicable law or legal requirement, provided always that in the event the Seller is required by the aforementioned authority or applicable law to disclose the Confidential Information, the Seller agrees to:
 - (aa) Give the Company, to the extent possible, advance notice prior to disclosure; and
 - (bb) Limit the disclosure to the minimum amount that is legally required to be disclosed.

Upon termination of this Seller T&C, or upon the disclosing party's earlier request, the receiving party will return all of the disclosing party's Confidential Information in the receiving party's possession or under the receiving party's control and will cease all use of such Confidential Information.

11.2 Privacy

Seller will adhere to all applicable laws and the Company's privacy policy (available at the Company's website and as may be updated from time to time by the Company) with respect to Seller's use and disclosure of Customer Information provided to Seller by the Company or otherwise collected, obtained or received by Seller in exercising its rights or fulfilling its obligations under this Seller T&C. Seller will use such Customer Information only for purposes of providing to the applicable Customer, the Products booked by such Customer. For all Customer Information (including, without limitation, Customer Information provided to Seller by the Company) in Seller's possession or under Seller's control, Seller will:

- (a) Adopt and adhere to a privacy policy consistent with applicable laws, rules, regulations and guidelines and the Company's privacy policy;
- (b) Employ reasonable, industry standard physical, technical, and administrative measures to protect the Customer Information, including without limitation, storing the Customer Information in secured environments that are not accessible to the general public and having security measures in place at Seller's facilities to protect against the loss, misuse, corruption, unauthorised disclosure, or alteration of the information by Seller's employees or third parties; and
- (c) Shall ensure that any collection, use and disclosure of Customer Information obtained by Seller pursuant to this Seller T&C complies with all applicable laws, regulations and privacy policies. Seller agrees not to send any unsolicited, commercial email or other online communication (e.g., "spam") to Customers.

11.3 Data Protection

- (a) The Parties shall work together and assist the other to ensure compliance with the Data Protection Laws.

- (b) The Seller shall process Personal Data only on behalf of and for the benefit of the Company as the Company's data processor and only for the purposes of performing its obligation, and (i) Seller shall not use the Personal Data to send any marketing information or advertisements for any products or services; and (ii) Seller will use such Personal Data only for the purposes of fulfilment of the Product to the Customers.
- (c) Injunctive Relief - Each Party agrees that any processing of Personal Data in violation of the Data Protection Laws, may cause immediate and irreparable harm to the other Party or which monetary damages may not constitute an adequate remedy. Therefore, the non-defaulting party may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. The obligations under this Clause 11 shall survive the termination of this Seller T&C and the completion of all services subject thereto.

11.4 Anti-Bribery and Anti-Corruption

- (a) The Seller shall:
 - (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act") ("Relevant Requirements");
 - (ii) not engage in any activity, practice or conduct which would constitute an offence under section 17A of the MACC Act if such activity, practice or conduct had been carried out in Malaysia;
 - (iii) comply with the Company's ethics, anti-bribery and anti-corruption policies, including its Supplier Code of Conduct, as provided to the Seller or published on the Company's website, which are available in https://ir.airasia.com/home_ir.html ("Relevant Policies");
 - (iv) have and shall maintain in place throughout the term of this Seller T&C its own policies and procedures, including but not limited to adequate procedures under the MACC Act, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause (ii) above, and will enforce them where appropriate;
 - (v) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Seller T&C;
 - (vi) as required by the Company, certify to the Company in writing signed by an officer of the Seller, compliance with this clause by the Seller and all persons associated with it; and
 - (vii) provide such supporting evidence of compliance in respect of clause (vi) as the Company may reasonably request.
- (b) The Seller shall ensure that any person associated with the Seller who is performing its obligations in connection with this Seller T&C does so only on the basis of terms equivalent to those imposed on the Seller ("Relevant Terms"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.
- (c) Breach of this Clause 11.4 shall be deemed a material breach of this Seller T&C. In the case of a breach of this Clause 11.4, the Company, and any member of its Affiliates, reserve the right to terminate without penalty any contract between the Seller and the Company and/or any Affiliates.

12.0 TERMINATION AND CONSEQUENCES

12.1 Termination

This Seller T&C may be terminated with immediate effect by either Party giving notice of termination to the other party (the "Defaulting Party") provided that the following occur:

- (a) Either Party may terminate this Seller T&C (without prejudice to its other rights and remedies) with immediate effect on written notice to the Defaulting Party in the event that the Defaulting Party commits a material breach of any of its representations, warranties or material obligation of this Seller T&C, and fails to cure the breach within fourteen days (14) days from the receipt of a written request to cure from the non-defaulting party; or
- (b) Ceases or threatens to cease to carry on all or a substantial part of its business, or becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for its business, or an Order is made for its bankruptcy or winding up (other than for the purposes of solvent amalgamation or reconstruction) (each a "Default Event"), or if steps are taken, or likely or threatened to be taken, to initiate the occurrence of a Default Event. Without prejudice to the above, if either party becomes aware that steps are taken, or likely or threatened to be taken, to initiate the occurrence of a Default Event on its part, such Party shall immediately inform the other Party; or
- (d) If any Party, its personnel, staff or employees is/are convicted by a court of law for corruption or unlawful or illegal activities in relation to this Seller T&C; or
- (e) If the Defaulting Party conducts any action which may be deemed as gross negligence or any wilful misconduct to the obligations under this Seller T&C.

12.2 Notwithstanding Clause 12.1, the Company may for any reason, in its sole discretion and with or without notice, immediately remove the Product or the Seller from the Marketplace due to, but not limited to, actual or suspected (a) extended periods of inactivity for a consecutive period of six (6) months. In this regard, inactivity shall include inactivity of the Seller's Portal including Seller's failure to upload and/or sell Products at the Marketplace through the Seller's Portal, (b) violation of this Seller T&C or the spirit thereof, (c) illegal, fraudulent, harassing, defamatory, threatening or abusive behaviour (d) abnormal or excessive purchase of Product from the same Seller or related group of Sellers, (e) behaviour that is harmful to other Sellers or Customers, third parties, or the business interests of Affiliates; and (f) change in the Company's business and/or management directions.

12.3 Either Party may terminate this Seller T&C without any cause by providing thirty (30) days written notice to the other Party. This Seller T&C and the Seller's account in the Portal shall be taken as terminated by the expiry of the termination notice period. Written request of Seller's account deletion shall be treated as a termination in accordance with this clause.

12.4 Consequences of Termination

- (a) In the event the Seller or the Company terminates in accordance with Clause 12.3, the Parties agree that the Company shall be entitled to the following consequences of termination:
 - (i) Seller shall be requested to perform its obligations to fulfil any Customer's Order that has been paid by the Customer;
 - (ii) In the event the Seller is unable to perform its obligation to fulfil an Order, the Seller agrees that the Company may process a refund for that Customer. In this situation, the Seller will not be owed (and the Company is not obligated to pay) any amount(s) for that booked Product.

In any event, the Company reserves the right to charge the Seller reasonable costs related to Seller's cancellation of or failure to make available the Product. In the event the Seller fulfils the Order, the Company shall pay the invoice(s) in accordance with this Seller T&C.

- (b) In the event the Company terminates for a breach by the Seller in accordance with Clause 12.1, the Seller shall be requested to perform one or more of the following:
 - (i) The Company shall be entitled to offer to the Customer an alternative Product of the same value from an alternate seller;
 - (ii) Seller agrees that the Company may process a refund for that Customer that has not claimed a purchased Product or where the Product is not sent to the Customer for any reason. In this situation, the Seller will not be owed (and the Company is not obligated to pay) any amount(s) for that booked Product.

In any event, the Company reserves the right to charge the Seller, the Company's commission (if any), Payment Gateway Charges and Administrative Fee and/or other reasonable fees related to Seller's cancellation of or failure to make available the Product.

- (c) In the event the Seller terminates for a breach by the Company, the Seller shall be entitled to recourse in accordance with Clause 15.10 (Governing Law and Dispute Resolution) of this Seller T&C.
- (d) Notwithstanding the provisions herein, upon termination notice being served, the Company reserves the right to retain any final amounts due to the Seller. Final payment will be made to the Seller, if any, upon deduction of any amounts owed to the Company.

12.5 Upon termination or expiration of this Seller T&C:

- (a) The Seller shall fulfil all purchases made prior to termination or expiration of this Seller T&C unless otherwise requested by the Company; and
- (b) The Products shall no longer be made available through the Marketplace.

12.6 Termination of this Seller T&C shall not relieve any Party from its obligations owed to the other Party as at the effective date of termination, which obligations shall survive the termination of this Seller T&C, or limit any Party from pursuing other remedies available to it.

13.0 LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 Limitation of Liability

- 13.1.1 To the maximum extent permitted by law, in no event will the Company be liable under any theory of liability (whether in contract, tort, statute or otherwise) for any consequential, incidental, special, exemplary or indirect damages of any kind, or for any loss of profits, loss of revenue, loss resulting from interruption of business or loss of use or data, arising out of or in connection with this Seller T&C or the subject matter of this Seller T&C, however, caused, even if the Company has been advised of or should have known of the possibility of such damages.
- 13.1.2 If, notwithstanding the limitation of liability provision contained herein, the Company is found by a court of competent jurisdiction to be liable (including gross negligence), then, to the maximum permitted by law, the Company's liability to the Seller for direct damages under this Seller T&C shall be limited to the fees paid by Seller to the Company in the one (1) month immediately preceding the date the cause of action arose.
- 13.1.3 Any typographical, clerical, or other error or omission in any invoice or other document in the part of the Company shall be subject to correction without any liability to the Company.

13.2 Indemnification

Seller will indemnify and hold harmless, and at the Company's request, defend the Company (including without limitation all companies in the Company group and the Company's Affiliates) and any of their respective directors, officers, employees, agents, sellers, licensors, vendors, distributors and/or service providers (each a "the Company Indemnified Party") from and against any and all claims, losses, liabilities, damages, fines, penalties, settlements, expenses and costs (including attorneys' fees and court costs) incurred or suffered by the Company in connection with any third party claim, suit, demand, action or investigation brought against the Company directly or indirectly arising out of or relating to:

- (a) Seller's products or services, including without limitation in connection with providing Products to Customers;
- (b) The Products and Seller Content;
- (c) Seller's breach (or a claim that, if true, would be a breach) of this Seller T&C, including without limitation any and all of Seller's representations and warranties in this Seller T&C and any breach of the confidentiality or privacy provision in Clause 11 or Seller's breach of the privacy policy required pursuant to Clause 11.2; or
- (d) Taxes arising out of the resale of the Products.

13.3 The Company will:

- (a) Provide prompt written notice to Seller of any claim giving rise to the indemnification obligation; and
- (b) If requesting defence by Seller, provide reasonable cooperation and assistance with respect to the claim (at Seller's request and expense) and permit Seller to assume sole control over the defence and settlement of the claim (provided, however, that the Company shall have the right to approve counsel selected by Seller (such approval not to be unreasonably withheld or delayed) and, if Seller fails to promptly assume the defence and settlement of the claim after the Company's request, the Company may do so at Seller's sole cost and expense).

13.4 Neither Party will compromise or settle the claim without the other Party's prior written consent, which will not be unreasonably withheld or delayed.

14.0 FORCE MAJEURE

14.1 The Company shall not be liable to the Seller for any breach, hindrance or delay in the performance of an obligation set out herein, attributable to any cause beyond the Company's reasonable control, including without limitation any natural disaster and unavoidable incident, actions of third parties (including without limitation hackers, sellers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, pandemic, epidemic, endemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including electrical, telecoms or internet failure), shortage of or inability to obtain supplies, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

14.2 Either you or we may terminate the Confirmed Order forthwith by written notice to the other in the event that the Event of Force Majeure lasts for a period of two (2) days or more, in which event

neither you nor we shall be liable to the other by reason of such termination. In the event of termination of the Confirmed Order, we will notify the Customer accordingly and the Parties shall take the necessary action to refund any sums paid by the Customer (if payment is already made by the Customer) in accordance with the terms of this Seller T&C.

15.0 GENERAL

- 15.1 **Entire Agreement:** This Seller T&C (and such other terms and conditions and privacy policy expressly included in this Seller T&C) contains the entire understanding of the Parties relating to the subject matter contained in this Seller T&C and supersede all prior and contemporaneous agreements, arrangements and understandings between the Parties in relation to the services and products provided herein. Any offer by the Company and any acceptance of such an offer by the Seller is limited to this Seller T&C only.
- 15.2 **Changes to the Agreement:** The Company reserves the right to amend these terms and conditions at any time without prior notice. All amendments to these terms and conditions will be posted online or a notification issued by the Company. Continued use of the Portal to offer the Products shall be deemed to constitute acceptance of the new terms and conditions by the Seller.
- 15.3 **Waiver:** The waiver or failure to require the performance of any provision herein will not be deemed to constitute a waiver of a later breach of the same or any other provision herein, and no such waiver will be effective unless in writing.
- 15.4 **Assignment:** The Company may assign, novate or otherwise transfer this Seller T&C in whole or in part. In connection with the Company's performance of its obligations and exercise of its rights hereunder, the Company may have such obligations performed and such rights exercised on its behalf by any of the Company's Affiliates and their respective agents, contractors, distributors, and service providers. Seller may not assign or otherwise transfer this Seller T&C or any of its rights or obligations hereunder, by operation of law or otherwise, without the Company's prior written consent, and, for purposes hereof, a merger or change of control in which Seller is not the surviving Party will be deemed an assignment. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Seller T&C will bind and inure to the benefit of each Party's successors and permitted assigns. In relation to any assignment by the Seller (subject to the Company's prior written consent), Seller will be responsible and liable for the Seller's and the subcontractor's compliance with this Seller T&C and any breach or failure of the subcontractor to comply with this Seller T&C.
- 15.5 **Relationship:** This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties; and the Parties will at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, and except for the sale of Seller's Products by the Company as described herein, neither Party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other Party in any respect whatsoever.
- 15.6 **Survival:** The provisions of Clause 8 (Seller Content and Intellectual Property); Clause 9 (Representations and Warranties); Clause 10 (Marketing and Promotions); Clause 11 (Confidentiality, Privacy, Data Protection, and Anti-Bribery); Clause 13 (Limitation of Liability and Indemnification) and this Clause 15 (General) shall survive any termination or expiration of this Seller T&C.
- 15.7 **Notices:** Unless otherwise provided herein, all notices under this Seller T&C shall be in writing to the Company via the Marketplace and to the Seller at the address provided by the Seller in the Subscription Plan. Notices, demands or other communication shall be deemed effective:
- (a) If by electronic email or hand delivery, on the day of delivery;

- (b) If by prepaid ordinary post or by registered post, five (5) Business Days after it was duly posted; or
- (c) If by courier, one (1) Business Day after dispatch;

15.8 **Execution:**

THE SELLER ACKNOWLEDGES THAT THE SELLER HAS READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN AND ANY REVISION MADE TO THE SAME HEREAFTER.

15.9 **Time of the Essence:** Time shall be of the essence wherever mentioned in this Seller T&C.

15.10 **Governing Law and Dispute Resolution:** This Seller T&C will be governed by the laws of Malaysia without regard to its conflicts of law provisions. The Parties hereby irrevocably submit to the exclusive jurisdiction of courts located in Malaysia and irrevocably agree that all actions or proceedings relating to this Seller T&C shall be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non-conveniens* to the conduct of any such action or proceeding in such court.

15.11 **Competent Jurisdiction:** If any provision of this Seller T&C is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of this Seller T&C will remain in full force and effect and the Parties will modify such provision so as to be valid and enforceable if possible in such jurisdiction and conform to the Parties' intent. Any remedies provided in this Seller T&C are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15.12 **Cost:** Each Party shall bear its own legal costs in the preparation of this Seller T&C. The Seller shall bear any stamp duties payable under this Seller T&C.

16.0 ELECTRONIC SIGNATURE

16.1 Each Party agrees that the acceptance of this Seller T&C by the Seller electronically is intended to authenticate this Seller T&C and to have the same force, admissibility and effect as manual signatures. Upon request by the Seller, an electronic copy of this Seller T&C will be delivered to the Seller. Delivery of a copy of this Seller T&C or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

THE SELLER FURTHER ACKNOWLEDGES THAT THE SELLER HAS READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN AND ANY REVISION MADE TO THE SAME HEREAFTER. BY CLICKING THE "SIGN UP" BUTTON DURING REGISTRATION, THE SELLER UNDERSTANDS THAT THE SELLER IS CREATING A DIGITAL SIGNATURE, WHICH IS INTENDED TO HAVE THE SAME FORCE AND EFFECT AS IF THE SELLER HAD SIGNED THIS SELLER T&C MANUALLY.

17.0 DEFINITION AND INTERPRETATION

17.1 For the purposes of this Seller T&C, the following expressions shall have the meanings assigned to them, unless where the context otherwise requires:

Administrative Fee	:	shall refer to the meaning set out in Clause 6.2.3(c) of this Seller T&C;
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Affiliates	:	means any entity that, directly or indirectly, controls, is controlled by, or is under common control with the Company, and such other companies as may be included after the execution of this Seller T&C;
Seller	:	shall refer to a company represented by a duly approved person(s) who places a Product for sale in the Marketplace;
Seller T&C	:	means this Seller T&C and any supplements and amendments thereof and any schedules attached thereto;
Applicable Law	:	means any federal, state, and local laws, rules, regulations, and orders applicable to a Party;
Business Day	:	means the days on which the Company is open for business excluding Saturdays, Sundays and public holidays in Selangor, Malaysia;
Charges	:	shall have the meaning prescribed in Clause 4.;
Confidential Information	:	shall mean any information of a confidential or proprietary nature disclosed by or on behalf of one Party to the other Party during the term of this Seller T&C, including without limitation all information pertaining to Product rates, and margins, the Marketplace, the Company technology, and the terms of this Seller T&C;
Customer	:	shall refer to such person(s) and/or company who purchases Product from the Marketplace;
Customer Information	:	means name, telephone number, e-mail address, Order and Order processing information and any other non-public, identifying information available to Seller as a result of the Seller's relationship with the Company;
Data Protection Laws	:	means: (a) Personal Data Protection Act 2010 ("PDPA"), and any other relevant legislation from time to time in force in Malaysia affecting privacy, Personal Data or the collection, handling, storage, processing, use or disclosure of Personal Data; (b) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under any of the legislation referred to in paragraph (a) above, as amended from time to time; and (c) without limiting any of the foregoing paragraphs of this definition, any relevant privacy laws applicable in Malaysia.
Effective Date	:	means the date (a) Seller's account is created on the Portal, or (b) formal acceptance of this Seller T&C by both Parties, whichever later;
Marketplace	:	means the AEROTRADE™ application or any other equivalent application in the Marketplace which enables Customers to purchase Product(s) and the item listed;

Event of Force Majeure	:	shall have the meaning prescribed in Clause 14.1;
Intellectual Property Rights or Intellectual Property	:	means all current and future copyright, patents, trademarks or rights in databases, inventions or trade secrets, know-how, rights in designs, typographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country in the world;
Order(s)	:	means orders of Products made by Customers through the Marketplace;
Order Details	:	means the order details the particulars of which are as set out in Clause 4.3.1(b)
Order Information	:	means with respect to each Order, the Customer Information and the Product Order through the Portal;
Portal	:	means the website and application operated by the Company that includes a content application and the Marketplace;
Payment Gateway Charges	:	means the charges (which includes all applicable Tax) imposed by the payment gateway service providers or financial institutions providing such services to receive and process online payments from Customers;
PDPA	:	refers to the Personal Data Protection Act 2010, as the enforcing laws relating to personal data in Malaysia;
Personal Data	:	shall have the meaning provided in the PDPA and shall include the Customer Information;
Product	:	shall refer to the products or services which are offered by the Seller that are included in the Marketplace by the Seller through the Seller Portal for sale to the Customers;
Product Order Form	:	the product order form in the form and substance as set out in Appendix A of this Seller T&C;
Rates	:	shall refer to the rates/price of each Product that the Seller specifies in the Seller Portal;
Services	:	shall have the meaning set out in Clause 2.1 of this Seller T&C;
Seller Content	:	shall mean any materials, photographs, graphics, artwork, text, images, video and other content (including all works and content resulting from the process of production or broadcasting) produced and distributed by the Seller, whether or not relating to the Product;

Seller Portal	:	shall mean the application developed and controlled by the Company, which can be accessed by the Seller to upload, manage and update Seller's Product Information;
Subscription Plan (If any)		means any service plan set forth and accepted by Seller upon ordering any Service, and which describes the Services selected and ordered by Seller
Taxes	:	shall refer to all applicable taxes, including but not limited to value-added tax, goods and services tax, sales and services tax, levy or duty, withholding tax and any other applicable taxes; and
Confirmed Order	:	means a Customer's order of a Product that has been confirmed through the Marketplace.

- 17.2 Where any word or expression is defined in this Seller T&C, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined. The headings to the clauses are inserted for ease of reference only and shall not affect the interpretation and construction thereof. Words importing the singular shall include the plural and vice versa wherever the context so admits.
- 17.3 Reference to any statute, enactment, ordinance, order, regulation, or other similar instruments shall be construed to include a reference to the statute, enactment, ordinance, order, regulation, or instrument as from time to time amended, extended, re-enacted or consolidated.
- 17.4 Any document, information, data, notice and communication to be submitted, provided, supplied or made by either Party under this Seller T&C shall be in English.
- 17.5 Unless specifically specified otherwise, where the due date for the execution of an action or obligation of a Party under this Seller T&C falls on a day that is not a Business Day, then the action or obligation must be completed by the next Business Day. Unless the context otherwise requires, any reference to the word 'day' shall be construed as a calendar day of twenty-four (24) hours and 'month' and 'year' shall be calculated in accordance with the Gregorian calendar. For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of and time begins to run from the date so specified.

(End of Clauses)

(The remainder of this page is intentionally left blank. The Schedules follow.)

Schedule 1 – Operational Procedures**1. Product Order, Payment, Changes and Availability:****(a) Between the Company and Customer**

- (i) The Customer shall be able to purchase the Product via the Marketplace. The availability of the stock will be as per updated in the Marketplace.
- (ii) Upon placement of an Order by the Customer and provided the Customer has a valid account when using the Marketplace, the Customer shall be able to view a Confirmed Order through Order Details.
- (iii) Customer will be able to check on Order status via the Marketplace.

(b) Between Seller and Customer**(i) Customer Contact**

Subject to Clause 11 (Confidentiality, Privacy, Data Protection, and Anti-Bribery) of this Seller T&C, and if the Seller is required to contact a Customer for the purposes of Order fulfilment, the Seller shall communicate with the Customer through the Company only.

(ii) Customer Service

- (1) Company will ensure a smooth customer service process, including answering any Customer complaints in writing (for example, by email or through an interface made available by the Company) within the timeframe stipulated in paragraph (c)(v) below.
- (2) The Company reserves the right at any time to respond to customer complaints, including by contacting Customers directly; and where necessary, the Seller shall provide such assistance required by the Company in resolving the complaint.
- (3) In the event the Company provides compensation in the form of refund to a Customer in connection with a Customer complaint, the Seller shall bear the compensation amount and Company's out of pocket expenses which shall be offset against any amounts owed by the Company to the Seller if sufficiently owed. If the amount is insufficient, the Seller shall reimburse the Company directly for the amount owed.

(c) Collection by the Customer (Buyer Arranged)

Delivery of Products shall be made EXW (Ex-Works, Incoterm 2020) Seller's facility, where Seller is the Seller and Buyer is the Customer. For the purposes of clarification, collection by the Customer shall be the default mode of delivery of the Products ordered by the Customer.

- (i) Upon Confirmed Order by the Customer, the Company shall:
 - (1) email an Order request to the Seller; and
 - (2) update the Order status in the Marketplace.
- (ii) The Seller shall acknowledge the Order request in the Marketplace.

- (iii) Upon the Product being ready for collection by the Customer, the Seller shall update the Marketplace of the status and generate a shipping invoice for the purchased Products.
- (iv) The Seller shall be responsible for ensuring a valid air waybill or necessary supporting documentation are generated for the Confirmed Order.
- (v) The Seller shall be responsible to ensure Orders are ready to ship in accordance with the Seller fulfilment service level set out below:
 - (1) to acknowledge an Order within twenty-four (24) hours (including weekends or public holidays);
 - (2) to ensure that the Order is ready to ship from the Seller's offices, factories, warehouses, or other such premises, for delivery to the Customer, within the time stipulated in the Service Level Agreement (SLA) in Schedule 2;
 - (3) the Seller shall ensure that the complete Product and all documents in accordance with the industry standard, including but not limited to an authorised release certificate of the Product, certificate of conformance, shop report and an invoice from the Seller is included in the delivery of each Product;
 - (4) to respond to queries and/complaints by Company within twenty-four (24) hours from the escalation date; and
 - (5) to respond to warranty, cancellation and/or refund requests within three (3) Business Days from the escalation date.
- (d) Delivery by the Seller (Seller arranged shipment)

Delivery of the Product shall be made DAP (Delivered at Place, Incoterm 2020) Buyer's port, where Buyer is Customer and Seller is Seller. For the purpose of clarification, this delivery method shall be offered as an option in the Marketplace upon availability.

 - (i) Upon confirmation of payment by the Customer, the Company shall:
 - (1) email an Order request to the Seller; and
 - (2) update the Seller Portal with the Order request.
 - (ii) The Seller shall acknowledge the Order request in the Seller Portal.
 - (iii) Upon the Product being ready for collection by the Customer, the Seller shall update the Marketplace of the same status and generate a Customer's invoice for the purchased Products.
 - (iv) The Seller shall be responsible in ensuring a valid air waybill is generated for the Confirmed Order with the necessary supporting documentation.
 - (v) Once the Product has been delivered, the Seller is required to change the status in the Marketplace to "Completed". Failure by Seller to update the Seller Portal upon the Product being delivered will result in the delay of payment of invoice(s) for the Order.
 - (vi) The Seller shall be responsible to deliver the Product to the Customer and in accordance with the Seller delivery service level set out below:
 - (1) to acknowledge an Order within twenty-four (24) hours (including weekends or public holidays);

- (2) to ensure that the Order is ready to ship from the Seller's offices, factories, warehouses, or other such premises, for delivery to the Customer, within the time stipulated in the SLA attached in Schedule 2;
- (3) the Seller shall ensure that the complete Product and all documents are in accordance with the industry standard, including but not limited to an authorised release certificate of the Product, certificate of conformance, shop report and an invoice from the Seller is included in the delivery of each Product;
- (4) to respond to queries and/complaints by Company within twenty-four (24) hours from the escalation date; and
- (5) to respond to warranty, cancellation and/or refund requests within three (3) Business Days from the escalation date.

(End of Schedule 1)

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Schedule 2 – Service Level Agreement

Quality Standards Requirements

The customer agrees to the following quality and service standards requirements as specified below:

SLA Type	Responsibility	AOG (Hrs)	Critical (Hrs)	Normal (Hrs)
Seller Acceptance*	Seller	2	12	12
Buyer Acceptance**	Buyer	2	12	12
Processing ***	Seller	2	12	24
Total SLA if all items accepted	N/A	4	24	36
Total SLA if item Partially Accepted	N/A	6	36	48

* Starts when "Order Placed" by Buyer

** Applicable if Seller "Partially Accept" the order. The buyer needs to respond within the stipulated time. Order will be deemed cancelled if Buyer does not respond in time. Processing SLA for the Seller starts once Buyer has responded.

*** Once the order status is "Order Confirmed", the Seller is expected to have the item "Ready For Pickup" within the stipulated time. Not applicable to Dangerous Goods.

*(End of Schedule 2)
(The remainder of this page is intentionally left blank)*