

Last modified: 28 August 2017

MERCHANT TERM AND CONDITIONS

IMPORTANT – Please read these terms carefully. By partnering with Grab, the merchant (“Partner”) agrees to have read, understood, accepted and agreed with the Terms and Conditions.

The Merchant Term and Conditions stated herein (the “Terms and Conditions”) constitute a legal agreement between the Partner and **GrabCar Sdn. Bhd. (Company No.: 1089444-V) and Myteksi Sdn Bhd (Company No.: 953755-D)** (collectively referred to as “Grab”) and are governed and incorporated into the Promotion Cooperation Agreement (“Agreement”). As part of the Agreement, the Partner must agree to the Terms and Conditions that are set forth below, and any future amendments and additions to this Terms and Condition as published from time to time at https://www.grab.com/my/hello_grabrewards/merchants/ or through the Grab Application (“Grab App”).

Grab reserves the right to modify, vary and change the Terms and Conditions or its policies at any time as it deems fit. Such modifications, variations and or changes to the Terms and Conditions or its policies shall be effective upon the posting of an updated version at https://www.grab.com/my/hello_grabrewards/merchants/. The Partner agrees that it shall be the Partner’s responsibility to review the Terms and Conditions regularly and any such changes, whether or not reviewed by the Partner, shall constitute the Partner’s consent and acceptance to such changes by the Partner’s continuous participation in the GrabRewards Loyalty Programme.

DEFINITIONS

The following definition will apply:

“**Affiliates**” means any companies which are part of one or more ownership structures ultimately controlled by a common parent corporation or common shareholders;

“**Control**” means, in relation to any legal person at any time, the power (whether directly or indirectly and whether by ownership of charter capital, possession of voting power, contract or otherwise) to control the affairs and policies of that other legal person. “**Controlling**” and other derivatives of “**Control**” shall have correlative meanings;

“**Customer Data**” means all personally identifiable information about Grab Passengers generated or collected by Grab or the Partner, including, but not limited to, Grab Passengers’ name, shipping addresses, email addresses, phone numbers, Grab Passenger preferences and tendencies, and or financial transaction data;

“**Effective Date**” means the effective date of Promotion Cooperation Agreement as provided thereunder;

“**Expiration Date**” means the date stated on the e-voucher before the Promotion expires or ended; for avoidance of any doubt, the e-voucher shall become non-redeemable on the Expiration Date;

“**Fine Print**” means the conditions and restrictions concerning e-voucher redemption and the Promotion as stated on the Grab App and e-vouchers;

“**GrabRewards**” means the rewards that are made available to Grab Passengers under the GrabRewards Loyalty Program;

“**GrabRewards Loyalty Programme**” means the loyalty program operated by Grab and its Affiliates;

“**Grab Passengers**” means Grab’s customers who members of the GrabRewards Loyalty Program;

“**Promotion**” means the Partner’s goods and/or services as specified in the Promotion Confirmation Form

“Promotion Cooperation Agreement” means an agreement entered between Grab and the Partner, pursuant to which, the parties agree the specific terms and conditions for the participation of the Partner in the GrabRewards Loyalty Programme in accordance with the provisions hereunder;

“Promotion Confirmation Form” means details listed as part of the Promotion in Schedule C of the Promotion Cooperation Agreement;

“Maximum Number of e-vouchers” means the maximum number of e-vouchers Grab is authorized to administer on behalf of the Partner.

PARTNER’S OBLIGATIONS

The Partner agrees to participate in the GrabRewards Loyalty Programme as a partner merchant and shall be subject to the terms and conditions as set forth herein and the Promotion Cooperation Agreement. The Partner shall offer the Promotions to Grab Passengers who have participated in the GrabRewards Loyalty Programme in conformity with the Fine Print.

Grab is authorized to display and promote the Promotion through any platform and channels including but not limited to its business partner network, marketplace, or referral network. The Promotion may be offered to all or part of GrabReward Loyalty Programme, including but not limited to subscriber base or its affiliate subscriber base or referral network and segmented by various variables including gender, age, location, and consumer preferences. The features may be offered through a variety of distribution channels, including but not limited to, the Internet, Grab’s website, emails, mobile applications, other types of electronic offerings and other platforms or distribution channels owned, controlled, or operated by Grab.

Once the Grab Passenger’s has selected a chosen Promotion on the Grab App, a one time valid e-voucher shall be electronically issued and sent to that Grab Passengers to the extent of the Maximum Number of e-vouchers. The Grab Passenger will then redeem the e-voucher with the Partner by presenting the e-voucher in an electronic form directly to the Partner.

For appointment based Promotion, Grab may require the Partner to provide Grab with a calendar of available appointment times and allow Grab Passengers to schedule appointments with the Partner through Grab and any third party service Grab may use. The Partner’s calendar shall be updated regularly by Partner.

The Partner shall honour the e-vouchers for the Promotion up until the last date of the Expiration Date of the e-vouchers without imposing any addition conditions other than the conditions provided in the Fine Print

Grab reserves the continuing right to reject, revise or discontinue any Promotion, at any time and for any reason at its sole discretion, and to terminate the Promotion and to remove all references to the Promotion and e-voucher from the Grab App; and redirect or delete any URL used in connection with the Promotion without any compensation to the Partner.

The Partner agrees that in providing the Promotion, the Partner will not impose any additional fees, charges, conditions or restrictions that contradicts or are inconsistent with the Fine Prints stated on the e-voucher. Unless disclosed in the Fine Print, the Partner further agrees not to impose different terms or a different cancellation policy than what is imposed on its non-Grab customers.

The Partner agrees that so long as an appointment or reservation is made to redeem an e-voucher, or the Grab Passenger has made an attempt to make an appointment, before the e-voucher’s Expiration Date, the e-voucher will be honored for the full offer value without restrictions, even though the services may be provided after the Expiration Date.

The Partner shall be responsible for all services in connection with the Promotion and for supplying all goods and services as stated in the Promotion, and to ensure that its own respective terms and conditions on the relevant goods and/or services are to be made aware to any and all Grab Passengers.

The Partner shall be responsible to maintain adequate facilities (including but not limited to staff

training, internal controls and technical equipment) to comply with all of its obligations under this Terms and Conditions as well the Promotion Cooperation Agreement as under all prevailing laws and regulations. The Partner represents and warrants that it has, at all time, all requisite certificates, licenses, authorisations, approvals and permits in place to engage in the provision of its goods and services as provided hereunder.

Grab is authorized to promote the Maximum Number of e-vouchers as agreed in the Promotion Cooperation Agreement. The Partner shall specify the Maximum Number of e-vouchers, as per the Promotion Cooperation Agreement and may increase the numbers of the e-vouchers subject to Grab's written approval. Under no circumstance shall the Maximum Number of e-voucher be decreased upon the Parties' mutual agreements.

The Partner agrees to accept returns of the Promotion in compliance with applicable laws and the Fine Print, but in any event (i) will accept returns of a defective Promotion or a nonconforming items in or a part of any Promotion at all times and pay (reimburse a Grab Passenger for any and all costs associated with the return of such Promotion; and (ii) will not impose a more restrictive return policy as applied to the Partner's regular return policy as applied to the Partner's other customers in the ordinary course of the Partner's business.

The Partner shall accept full responsibility for any Grab Passenger's complaints and customer service issues that may arise in connection with the Promotion, including in connection with Grab Passenger's use of offers or redemption or attempted redemption of the GrabRewards. In the event of complaints against the quality of the Partner's products or services, the Partner shall be fully liable to refund, recompense or exchange such defective Promotion with the affected received Promotion. The Partner shall upon the request from Grab, furnish to Grab its complaint resolution mechanism within seven (7) days from the date of request.

MARKETING

The Partner further agrees that as long as the Partner participate in the GrabRewards Loyalty Programme, Grab may make this partnership orally, in writing or electronically, including without limitation, in press releases, public announcements and promotional materials publicizing, advertising or promoting the GrabRewards.

Grab and/ or its Affiliates may communicate with the Partner with regard to products, promotions, and other services that may be of interest to the Partner. This may include by email or through other communications. Grab may also solicit the Partner's opinion and/or Partner's customers' for market research purposes.

The Partners shall authorize Grab, in accordance with the Terms and Conditions and to make minor adjustments to any and all GrabRewards solicitation, marketing and/or related advertising materials, copy or layouts as Grab deems necessary or desirable to run and promote the GrabRewards efficiently, which authority is hereby granted;

The Partner shall not issue any press release or public announcement, distribute any marketing or promotional materials or otherwise make any public communications regarding this Terms and Conditions or of the Partner's participation in the GrabRewards without Grab's prior written consent.

CUSTOMER DATA RESTRICTION

The Partner shall use Customer Data only to fulfill its redemption obligations in connection with the Promotion as authorized by this Terms and Conditions. The Partner expressly agrees that any Customer Data shall be used only for this purpose (including, but not limited to, the redemption of e-vouchers and provision of goods and services to Grab Passengers), and not to enhance a file or list owned by the Partner, or any third party. The Partner represents, warrants and covenants that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose, unless required by applicable law or competent authorities. If the Partner engages any third party to facilitate its redemption obligations hereunder, the Partner shall ensure that such third party implements and complies with reasonable security measures in handling any Customer Data and the Partner procure that such third party will be binding to and comply with such Customer Data protection provisions hereunder. If any Customer Data is collected directly by the Partner or a third party engaged by the Partner to facilitate its redemption obligations hereunder, the Partner shall ensure that it or such third party adopts, posts and processes the Customer Data in conformity with its

posted privacy policy and all applicable laws.

As long as the Partner uses Customer Data in compliance with applicable law and the Partner's posted privacy policy, restrictions stated in this Term and Conditions on the Partner's use of Customer Data do not apply to: (i) data from any customer who is already a customer of the Partner before the Effective Date (as stated in the Agreement), if such data was provided to the Partner by the Partner's customer independent of this Terms and Conditions or any transaction hereunder; or (ii) data supplied by a customer directly to the Partner who becomes a customer of the Partner in connection with such customer explicitly opting in to receive communications from the Partner.

The Partner shall immediately notify Grab if the Partner becomes aware of or suspects any unauthorized access to or use of Customer Data or any confidential information of Grab, and shall cooperate with Grab in the investigation of such breach and the mitigation of any damages. The Partner will bear all associated expenses incurred by Grab to comply with applicable laws (including, but not limited to, any data breach laws) or arising from any unauthorized access or acquisition of Customer Data while such data is in the Partner's reasonable possession or control. Upon termination or expiration of this Terms and Conditions, the Partner shall, as directed by Grab, destroy or return to Grab all the Customer Data in the Partner 's or any agents of the Partner, if commercially reasonable.

TERM AND TERMINATION

This Terms and Conditions will continue in effect concurrently with the term of the Promotion Cooperation Agreement unless otherwise terminated by either Party in accordance to the terms therein. Termination of this Terms and Conditions will not in any way affect the Partner's obligation to accept redemption of any of the Grab Passengers e-vouchers in accordance to the terms of this Terms and Conditions, including but not limited to the obligation to honour the e-voucher before the Expiration Date. Provisions in this Terms and Conditions that are intended to survive termination will continue in full force and effect after the Term.

Grab and the Partner agree to waive and set aside its respective rights and obligations under any applicable law in the event of any termination as provided above to the extent necessary to effect termination of this Terms and Conditions without the need for a court decision.

WAIVER

Failure by Grab any time to enforce any of the provisions of this Terms and Conditions shall neither be construed as a waiver of any rights or remedies hereunder nor in any way affect the validity of this Terms and Conditions and Promotion Cooperation Agreement or any part of them. No waiver shall be effective unless given in writing and no waiver of a breach of this Terms and Conditions and the Promotion Cooperation Agreement shall constitute a waiver of any antecedent or subsequent breach.

INTELLECTUAL PROPERTY RIGHTS

The Partner grants to Grab a non-exclusive, worldwide, royalty free, paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) the Partner 's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved to use by the Partner (collectively, "**Merchant IP**"); and (b) any third party's name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by the Partner (collectively, "**Third Party IP**"), in each case in connection with the promotion and resale of the goods and services in all media or formats now known or hereinafter developed ("**License**"). Any use of the Merchant IP or Third Party IP as contemplated in this Terms and Conditions is within Grab's sole discretion.

The Partner acknowledges and agrees that, as between the parties, Grab owns all interest in and to the Grab website, Customer Data, Grab's trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the Grab website, all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content

created by Grab or at Grab's direction, or assigned to Grab, and any materials, software, technology or tools used or provided by Grab to promote, resell or distribute the goods and services and conduct its business in connection therewith (collectively "**GRAB IP**"). The Partner shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time shift, display, perform, modify or timeshare the GRAB IP or any portion thereof, or use such GRAB IP as a component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access or distribution, except that Grab grants the Partner a limited, non-exclusive, revocable, non-transferable, non-sub licensable license during the Term to use one copy of Grab's mobile merchant software application on a single mobile computer, tablet computer, or other device, solely for the purposes permitted by that software, and to make one copy of the software for back-up purposes. The Partner shall keep the GRAB IP confidential, and shall not prepare any derivative work based on the GRAB IP or translate, reverse engineer, decompile or disassemble the GRAB IP. The Partner shall not take any action to challenge or object to the validity of Grab's rights in the GRAB IP or Grab's ownership or registration thereof. Except as specifically provided in this Terms and Conditions, the Partner and any third party assisting the Partner with its obligations in this Terms and Conditions, are not authorized to use GRAB IP in any medium without prior written approval from an authorized representative of Grab. The Partner shall not include any trade name, trademark, service mark, domain name, social media identifier, of Grab or its affiliates, or any variant or misspelling thereof, in any trademark, domain name, email address, social network identifier, metadata or search engine keyword. The Partner shall not use or display any GRAB IP in a manner that could reasonably imply an endorsement, relationship, affiliation with, or sponsorship between the Partner or a third party and Grab. All rights to the GRAB IP not expressly granted in this Terms and Conditions are reserved by Grab.

If the Partner provides Grab or any of its affiliates with feedback, suggestions, reviews, modifications, data, images, text, or other information or content about Grab product or service or otherwise in connection with this Terms and Conditions, any GRAB IP, or the Partner's participation in the Promotion or e-voucher, (collectively, "**Feedback**"), the Partner irrevocably assigns to Grab all rights, title, and interest in and to Feedback. In the event the Partner's assignment to Grab is invalid for any reason, the Partner hereby irrevocably grant Grab and its affiliates a perpetual, paid-up, royalty-free, non-exclusive, worldwide, irrevocable, freely transferable right and license to (i) use, reproduce, perform, display, and distribute Feedback; (ii) adapt, modify, re-format, and create derivative works of Feedback for any purpose and sublicense the foregoing rights to any other person or entity. The Partner warrants that: (A) Feedback is the Promotion's original work, or the Partner obtained Feedback in a lawful manner; and (B) Grab and its sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. The Partner agrees to provide Grab such assistance as Grab might require to document, perfect, or maintain Grab's rights in and to Feedback.

REPRESENTATIONS AND WARRANTIES

The Partner represents and warrants that: (a) the e-voucher, upon being delivered by Grab, will be available immediately for redemption and the Partner will have in stock until the Expiration Date, a number of units of the Promotion sufficient to fulfill its redemption obligations; (b) the terms and conditions of the e-voucher, including any discounts or goods and services offered thereunder do not and will not violate any, local, state, provincial, territorial or federal law, statute, rule, regulation, or order, including but not limited to, any law or regulation governing the use, sale, and distribution of alcohol and any laws governing e-vouchers, gift cards, coupons, and gift certificates; (c) the Partner's redemption of the e-voucher will result in the bona fide provision of goods and/or services by the Partner to the Grab Passengers; (d) the Partner owns all interest in and to the Merchant IP and has licensing rights in (with the right to sublicense to Grab) the Third Party IP, and has the right to grant the License stated in this Term and Conditions; (e) the Merchant IP and the Third Party IP, the Promotion, Grab's use and promotion thereof, and the results of such Promotion, will not infringe, dilute, misappropriate, or otherwise violate, anywhere in the world, any patent, copyright, logo, trademark, service mark, trade name, rights in designs, or other intellectual property right or right of privacy or publicity of any third party or any applicable law, and does not and will not result from the misappropriation of any trade secret or the breach of any confidentiality obligations to any person or entity; (f) the Merchant IP and Third Party IP does not include any material that is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane or otherwise objectionable, or that encourages conduct that constitutes a criminal offense, gives rise to civil liability or otherwise violates any law; (g) the e-vouchers and any advertising or promotion of the Partner's goods and services relating thereto will not constitute false, deceptive or unfair advertising or disparagement under any applicable law or advertising guidelines; (h) the Partner and its employees, contractors and agents

are adequately trained and hold all required and up-to-date regulatory authorization, licenses and certifications relating to any Promotion to provide the goods or services described in this Terms and Conditions; (i) the Partner's business information and direct deposit details as provided in Promotion Cooperation Agreement, indicating where payments should be forwarded are accurate and the Partner is the authorized entity to receive the funds, if any, forwarded by Grab; (j) the Partner is not authorized to resell, broker or otherwise disclose any Customer Data (as defined in this Terms and Conditions) to any third party, in whole or in part, for any purpose, and the Partner is not authorized to copy or otherwise reproduce any Customer Data other than for the purpose of redeeming or verifying the validity of e-vouchers in connection with this Terms and Conditions and (k) the Promotion is: (i) free from defects in workmanship, materials and design, (ii) merchantable and suitable for the purposes, if any, stated in the Terms and Conditions, and (iii) genuine, bona fide products, as described herein and does not violate the rights of any third party.

INDEMNIFICATION

To the extent allowed under applicable law, the Partner agrees to defend, indemnify and hold Grab, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to reasonable attorneys' fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by the Partner of this Terms and Conditions, or the representations and warranties made in this Terms and Conditions; (b) any claim for state sales, use, or similar tax obligations of the Partner arising from the sale and redemption of a e-voucher; (c) any claim by any local, state, provincial, territorial or federal governmental entity for unredeemed e-vouchers or unredeemed cash values of e-vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; (d) any claim arising out of a violation of any law or regulation by the Partner or governing the Partner's goods and/or services; (e) any claim arising out of the Partner's violation of law or regulation governing the use, sale, and distribution of alcohol; (f) any claim by a Grab Passenger or anyone else arising out of or relating to the goods and services provided by the Partner and/or pick up of the goods and services at the redemption site, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages; (g) any claim arising out of the Partner's misuse of Customer Data, or any violation of an applicable data privacy or security law. Grab maintains the right to control its own defense and to choose and appoint its own defense counsel, regardless of the presence or absence of a conflict of interest between Grab and the Partner; and (i) any claim arising out of the Partner's negligence, fraud or willful misconduct. the Partner's duty to defend and indemnify Grab includes the duty to pay Grab's reasonable attorneys' fees and costs, including any expert fees.

CONFIDENTIALITY

The terms for the Promotion described in this Terms and Conditions are confidential, and the Partner agrees not to disclose the terms described in this Terms and Conditions to any party other than to its employees, parent companies, shareholders, lawyers and accountants on a strict need-to-know basis or as required by applicable laws and governmental regulations. The Partner shall take the necessary precautions of the kind generally taken with respect to its own confidential information to preserve the confidentiality of the information made available to such parties. In the event of a breach, Grab is entitled to injunctive relief and a decree for specific performance, and any other relief allowed under applicable law (including monetary damages if appropriate) including reasonable attorney fees.

Subject to the above, the Partner is not allowed to disclose its participation in the GrabRewards as a partnered merchant providing the Promotion until Grab makes this information available in public.

LIMITATION OF LIABILITY

EXCEPT FOR THE PARTNER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE OR OBLIGATED TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST BUSINESS, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. GRAB'S SOLE AND COMPLETE LIABILITY TO THE PARTNER FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS TERMS AND CONDITIONS, OR ANY ERRORS, OMISSIONS OR MISPLACEMENTS OF ANY E-VOUCHER IS

LIMITED TO THE AMOUNT OF FEES RETAINED BY GRAB HEREUNDER FOR THE PRECEDING SIX(6) MONTHS AFTER FINAL CALCULATION AND RECONCILIATION OF ALL REFUNDS. THIS LIMITATION OF LIABILITY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. IN ADDITION, ANY CLAIM BY OR ON BEHALF OF A THE PARTNER IN CONNECTION WITH ANY PAYMENT MADE BY GRAB, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING THAT A THE PARTNER WAS UNDERPAID, MUST BE MADE IN WRITING TO GRAB WITHIN NINETY (90) DAYS FROM THE DATE GRAB REMITS THE PAYMENT AT ISSUE. ALL CLAIMS NOT MADE IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED WAIVED, RELEASED AND DISCHARGED BY THE PARTNER.

GENERAL

If any provision of this Terms and Conditions should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Terms and Conditions are not affected and will remain in full force.

EXCEPT AS EXPRESSLY STATED IN THIS TERMS AND CONDITIONS, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS NOR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. GRAB DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE GRAB WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE E-VOUCHERS ARE ERROR-FREE, OR THAT ANY PROMOTION WILL RESULT IN ANY REVENUE OR PROFIT FOR THE PARTNER.

ASSIGNMENT

The Terms and Conditions shall be modified from time to time, and may not be assigned to the Partner without the prior written approval of Grab but may be assigned without the Partner's consent by Grab. Any purported assignment by the Partner is in violation of this section shall be void.