



QS Agent Program Agreement

THIS SERVICE IS PART OF TRACAPM SYSTEM OPERATED UNDER BUSINESS TO BUSINESS ARRANGEMENT.

BY REGISTERING AND SIGNING UP TO THE SAFETRAVELPASS AGENT PROGRAM, AND/OR BY MAKING THE SERVICES AVAILABLE ON THE AGENT WEBSITE, THE AGENT (ON BEHALF OF ITSELF OR THE ENTITY THAT IT REPRESENTS) HEREBY AGREES, ACKNOWLEDGES, AND ACCEPTS TO BE BOUND BY TO THE TERMS AND CONDITIONS OF THIS QS AGENT PROGRAM AGREEMENT (THE "AGREEMENT"). PLEASE NOTE THAT IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, YOU SHOULD NOT MAKE THE SERVICES AVAILABLE ON THE AGENT WEBSITE.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO AN AGREEMENT WITH TRI-G TECHNOLOGIES SDN BHD

THIS QS AGENT PROGRAM AGREEMENT IS ENTERED INTO BETWEEN:

TRI-G TECHNOLOGIES SDN BHD, a company incorporated under the laws of Malaysia and having its registered seat at 6-2, Jalan PJS 8/12a, Dataran Mentari, Bandar Sunway, 46150 Petaling Jaya, Selangor, Malaysia, as the official technical support for government TracAPM system and SafeTravelPass (refers hereafter as "SafeTravelPass"), and

THE AGENT, whose details are set out in the AGENT Registration Form or the AGENT's QS Agent Program Agreement with SafeTravelPass (the "AGENT").

This Agreement sets out the terms and conditions that apply to your use of our Service.

You can apply to become a QS Agent of TracAPM's SafeTravelPass (<https://safetravelpass.com.my>) by completing the online agent registration at (<https://tracapm.com/qsagent/>).

By completing all necessary fields of the online form and clicking the 'Submit' button, you are making an offer to become a QS Agent. However, you will only become a QS Agent when SafeTravelPass confirms your registration at which point this Agreement shall come into existence. This Agreement will then continue until it is terminated in accordance with clause 9.

Subject to review and revised by SafeTravelPass, this agreement limits to government of Malaysia accredited Covid-19 Quarantine Stations registration, booking, payment, management and arrangement only. All Quarantine Stations "reservations" would only be deem "booked" upon mandatory registered and verified by TracAPM, and payment paid.

WHEREAS:

- (A) SafeTravelPass operates an online quarantine station accommodation reservation system (the "System") through which participating Accommodations (as defined below) can make their rooms available for reservation, and through which visitors can make reservations at such Accommodations (the "Service");
- (B) SafeTravelPass is part of Malaysia government TracAPM entry-registration, booking and payment portal for quarantine station and Covid-19 government cost;
- (C) SafeTravelPass maintains and exploits its own websites, apps, platform, tools or other devices (collectively the "SafeTravelPass Platform"), and also provides the Service and links to the Service on the websites, apps, platform, tools or other devices of third parties, including modular components licensed to TracAPM digital system including but not limited to Quarantine-Station Management System ("QMS"), Transport Management System ("TMS"), and forms part of government Trac-n-Trace, Trac Geolocation, and Trac Watch;
- (D) The AGENT owns, controls, hosts and/or operates one or more websites, apps, platforms, tools and/or other devices; and
- (E) The AGENT and SafeTravelPass wish that the AGENT makes the Service available on the AGENT Website(s) (as defined below) for the customers and visitors of the AGENT Website(s) and in such form and on such terms and conditions as set out in this Agreement;
- (F) The AGENT could be part of travel agencies, corporate clients, bundle or joint sales broker, airline, accommodation portal, e-commerce and commercial service providers;

NOW THEREFORE, HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

"Accommodation" means any form of paid accommodation.

"AGENT Group" means the AGENT and its affiliated (group/sister/parent) companies and subsidiaries.

"AGENT Registration Form" means, as applicable, (i) the online sign up and registration form to be completed by the AGENT and/or (ii) the AGENT's Agent Agreement with SafeTravelPass.



"AGENT Website(s)" means the website owned, controlled, hosted and/or operated by the AGENT on which the Service shall be made available, which URL's are set out in the AGENT Registration Form.

"Applicable Data Protection Laws" means applicable privacy, data protection and laws, rules and regulations.

"Commission" means the amount in Ringgit Malaysia that SafeTravelPass will pay to the AGENT for each Materialised Transaction.

"Connections" means all Links, landing pages and/or XML feeds and/or deep links and/or hyperlinks, created, hosted and maintained by SafeTravelPass.

"Content" means all (descriptive) information of Accommodations available on the SafeTravelPass Platform including but not limited to Accommodations information and descriptions, guest reviews, details of facilities, general terms and policies of the Accommodations (including any translations thereof) and photos, video, pictures, but excluding rates and availability.

"Fraudulent Reservations" means a reservation that has not materialised (no show) and for which an invalid/stolen credit card has been used or a successful refund was made by the card holder.

"Guest" means a visitor of the Websites that completed a reservation via the Service.

"Intellectual Property Right" means any patent, copyright, invention, database right, design right, registered design, trade mark, trade name, brand, logo, trade dress, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, app name, domain name (with whatever (country code) top-level domain, e.g. .com, .my, .net, .org) or other similar rights or obligations whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"Link" means an embedded icon, object, graphic, or text within a web page or email that consists of a hypertext pointer to the URL address of SafeTravelPass on the AGENT Website(s).

"Materialised Transaction(s)" means a reservation made via the Service on the AGENT Website(s), which has resulted in the actual provision of accommodation, as confirmed to SafeTravelPass by the Accommodation.

"Micro Site" means all versions of the primary website of SafeTravelPass, which are owned, created, hosted and maintained by SafeTravelPass.

"Parties" means SafeTravelPass and the AGENT (each individually a "Party").

"Price Comparison" means the comparison of quarantine station (hotel) prices and/or availability made available from or by two or more online booking platforms.

"Personal Data" has the meaning assigned to it in Annex 1 hereto.

"SafeTravelPass Competitor" means any competitor of SafeTravelPass (including Accommodations) that is either offering online quarantine station related (e.g. accommodation) compare and/or reservation services (such as global distribution systems, tour operators, reservation-platforms, etc.) or is targeting the same customer need as SafeTravelPass (such as e-commerce platforms, device manufacturers, financial institutions, business travel, etc.).

"SafeTravelPass Material" means the Intellectual Property Rights of SafeTravelPass, the Content and other data provided by SafeTravelPass to the AGENT under this Agreement, as well as any other information from time to time owned or used by SafeTravelPass or embodied or included in SafeTravelPass Platform or made available by SafeTravelPass to the AGENT (including, but not limited to, information with respect to Accommodation rates and availability).

"SafeTravelPass Platform" means the website(s) of SafeTravelPass.

"Security, Privacy and Processing Requirements" means the terms as set forth in Annexes 1 and 2 to this Agreement, as the same may be amended from time to time in accordance with the terms of this Agreement.

"Tax" means any national, governmental, provincial, state, municipal or local taxes, levies, imports, duties, (sur)charges, (fixed) fees and withholdings of any nature imposed by any governmental, fiscal or other authority, such as, but not limited to, VAT, GST, or other similar taxes.

"Third Party Platforms" means any (third party) search engine (marketing provider), website, app, platform, tool or other device, meta-search engine, search engines spiders, travel search sites, price comparison sites, social networking communities, browsers, content sharing and hosting services and multimedia blogging services or other (similar) channels or other forms of (traffic hosting) media, whether online or offline.

"Transaction Fee" means the fee received by SafeTravelPass for each Materialised Transaction, which amount has been definitively received by and settled with SafeTravelPass. .

"Websites" means the SafeTravelPass Platform and the AGENT Website(s), on which the Service is (made) available.

"XML" means an xml connection between the SafeTravelPass database and the AGENT's database, which can be provided by SafeTravelPass.

2. SCOPE OF THIS AGREEMENT

2.1 For the term of this Agreement, the Parties have agreed that the Service shall be made available by SafeTravelPass to the AGENT, in the form notified by SafeTravelPass to the AGENT, including but not limited to as evidenced on the AGENT Registration Form, and on the website(s) as set out in AGENT Registration Form (i.e. the AGENT Website(s)).

2.2 The Service shall include customer services to and for the benefit of the Guests. All customer service related issues and questions in respect of the Service will be handled by SafeTravelPass. The AGENT shall promptly refer and/or forward all customer service related issues and questions in respect of the Service, (the consummation of) the booking (including any amendment or cancellation of the booking), the Accommodation and all other relevant (payment) issues, complaints and questions directly to (the customer service center of) SafeTravelPass and not provide any further services in this respect.



2.3 When a booking is made by a visitor on or through the AGENT Websites through the System, SafeTravelPass shall be solely responsible for the transmission of the relevant reservation details from the Guest to the Accommodation and (sending of) the subsequent (email) confirmation to the Guest.

2.4 The AGENT shall at its own costs, integrate and make the Connections and/or the Micro Site available at such prominent place(s), web-pages and in such place, size and form on the AGENT Website(s) as mutually agreed upon by Parties.

2.5 The offer of the Service through a Micro Site does not include the following features: temporary tests on SafeTravelPass (other than the "test quarantine station (hotel)" made available for the AGENT Website(s)), guest reviews and such other (new) features as SafeTravelPass, at its sole discretion, may determine.

2.6 For the avoidance of doubt, this Agreement is not intended, nor should anything herein or in any of the arrangements contemplated herein, be construed, to create a joint venture or the relationship of partners or partnership between the Parties. Unless agreed otherwise in writing by SafeTravelPass or as set out otherwise in this Agreement, the AGENT shall not publish anywhere on the AGENT Website(s) any statement, either express or implied, that the website is part of, endorsed by, or an official website of SafeTravelPass.

2.7 Subject to the terms and conditions of this Agreement, the AGENT shall operate as a non-exclusive distributor (AGENT) of SafeTravelPass.

3. LICENSE GRANT

3.1 Mutual license

(a) Subject to clause 4.4 herein, SafeTravelPass hereby grants the AGENT a non-exclusive, revocable, limited, royalty free and worldwide right and license (or sublicense as applicable and only to the extent expressly permitted in writing):

- i. to display such elements of the SafeTravelPass Material as provided or made available by SafeTravelPass to the AGENT; and
- ii. to promote and market the Service subject to the terms set out in this Agreement.

(b) The AGENT hereby grants SafeTravelPass a royalty free, non-exclusive and worldwide right and license:

- iii. to incorporate, integrate, include and display the Link, the Micro Site and/or the Connection (as applicable) on the AGENT Website(s); and
- iv. to make the Service available on the AGENT Website(s).

3.2 Unless specifically agreed otherwise in writing by SafeTravelPass, the AGENT shall not be entitled to sublicense the rights granted to it under clause 3.1 herein, including the methods of connection, whether via a Link Micro-Site or Connection. As such, it shall not sell, use, disclose or disseminate the SafeTravelPass Material (whether through an i frame, xml connections or otherwise) to any third party for price/availability comparison purposes or otherwise, or any (meta) search engine (e.g. Google, Bing, Baidu, Tencent, etc.) or similar.

4. COVENANTS AND UNDERTAKINGS

4.1 General covenants, undertakings and obligations

(a) SafeTravelPass will provide the AGENT with a unique link to a secured website (extranet) of SafeTravelPass (the "Secured Website"), user ID and password which allows the AGENT to monitor the booking of Accommodation through the AGENT Website(s). The AGENT shall safeguard and keep the user ID and password confidential and safely stored and not disclose it to any person other than those who need to have access to the Secured Website. The AGENT shall immediately notify SafeTravelPass of any (suspected) security breach or improper use.

(b) The AGENT agrees not to take, or omit to take, any action which may affect SafeTravelPass's relationship with the Accommodations available on the SafeTravelPass Platforms. Activities that are deemed to impact this relationship include:

- i. anything that may cause SafeTravelPass to be excluded from the process of booking;
- ii. speaking negatively or detrimentally about SafeTravelPass with regard to Accommodations;
- iii. doing anything that may cause an Accommodation to terminate its contract or reduce its dealings and business with SafeTravelPass;
- iv. communicating directly with any Accommodations in respect of bookings made through the System; and
- v. making bookings or reservations through the System with the purpose of reselling to or for the benefit of a third party.

(c) The AGENT shall diligently maintain the content of the AGENT Website(s) and shall keep the AGENT Website(s) up-to-date and accurate. The AGENT shall promptly correct any errors or omissions on the AGENT Website(s) after becoming aware of such errors or being notified by SafeTravelPass.

(d) The AGENT shall not programmatically evaluate and extract information (including guest reviews) from any part of the SafeTravelPass Platform (including, but not limited to screen scraping).

(e) AGENT agrees and acknowledges that the restrictive covenants, undertakings, and restrictions set out in this clause 4 are of material importance to SafeTravelPass, in particular for the protection of:

- i. SafeTravelPass's goodwill;
- ii. SafeTravelPass Intellectual Property Rights; and
- iii. SafeTravelPass's product, service and reputation.

(f) Furthermore, the AGENT agrees and acknowledges that all covenants, undertakings, and restrictions set out in this clause 4 shall:

- i. be promptly, and diligently complied with; and
- ii. also apply in respect of the companies within the AGENT Group .

(g) Parties agree and acknowledge that in the event of an (alleged or threatening) infringement or breach by the AGENT of its obligations under this clause 4 the burden of proof is carried by the AGENT.

4.2 Goodwill and brand protection



(a) The AGENT undertakes that the AGENT Website(s) (including all other websites, apps, platforms, tools or other devices (directly or indirectly)) is owned, controlled, managed or hosted by the AGENT, in particular in respect of:

- i. the look and feel in respect of the colour scheme, the composition, the typefaces, the design and the layout; and
- ii. any logo(s) used on the AGENT Website(s) (including those within the AGENT Group);

and that features and elements that are unique to the SafeTravelPass Platform, is/are (and shall remain) sufficiently and substantially distinct from the SafeTravelPass Platform(s) (to be determined by SafeTravelPass at its sole discretion).

(b) The AGENT shall promptly comply at its own costs with any reasonable requests from SafeTravelPass to make changes, alterations or amendments to any aspect or element of the AGENT Website(s) which is or can be regarded to be confusingly or significantly similar to any element of the SafeTravelPass Platform.

4.3 Intellectual Property Rights

(a) The AGENT acknowledges that SafeTravelPass and/or its licensors shall retain ownership of all rights, title and interest in and to all Intellectual Property Rights of SafeTravelPass or those embodied in the SafeTravelPass Platform (including the Content).

(b) The AGENT shall not (directly or indirectly) integrate, combine or otherwise make the SafeTravelPass Material (or any part thereof) available with its own content and/or the content of any SafeTravelPass Competitor.

(c) The AGENT shall not amend, alter, modify, or create derivative works based on or derived from the SafeTravelPass Material. SafeTravelPass Material shall only be used to enable the Service.

(d) Upon termination or expiration of this Agreement, the AGENT shall destroy, delete or upon first request of SafeTravelPass return all SafeTravelPass Material (including all hard and soft copies).

(e) The AGENT shall (and shall procure that the companies within the AGENT Group shall) not (directly or indirectly) register, acquire or obtain Internet domain name(s) which incorporates any word or words which are identical, or confusingly or substantially similar to "SafeTravelPass", "SafeTravelPass", "SafeTravelPass.com", "MyTravelPass", "Tracvirus", "TracAPM" or any variations, translations or misspellings thereof, included as part of the address.

(f) By entering into this Agreement, SafeTravelPass does not (explicitly or tacitly) waive or forfeit any of its rights to which it is entitled by any law, contract or otherwise (now or in the future) in respect of the SafeTravelPass Intellectual Property Rights vis-à-vis the AGENT or other third parties.

4.4 Promotion and marketing

(a) The AGENT shall not use, exploit or otherwise employ, directly or indirectly, any Third Party Platforms, to seek to avoid or circumvent its covenants, obligations or restrictions under this Agreement. The AGENT shall avoid all forms of trickery when promoting and marketing the AGENT Websites. If the AGENT is perceived to be jeopardising SafeTravelPass's own position, brand or goodwill in/on Third Party Platform or elsewhere, through any underhand promotional or marketing techniques, the AGENT shall upon first request of SafeTravelPass cease and desist such activities.

(b) In the event that SafeTravelPass (Platform) is detrimentally linked to promotional or marketing activity by the AGENT (Website(s)), the AGENT agrees to promptly comply with the reasonable requests of SafeTravelPass to remedy. The AGENT shall promptly contact each Third Party Platform or third party agency, and revise the AGENT Website(s) and all ad copy, titles, descriptions, keywords, URL's, text links, advertisements, including all meta tags (meta titles, meta keywords and meta descriptions) to comply with the terms of this Agreement or as requested by SafeTravelPass. During any remedial period SafeTravelPass shall be entitled to postpone its obligations under this Agreement (including the offer of the Service, System and the SafeTravelPass Material) or immediately terminate this Agreement.

4.5 No Double Serving

(a) The AGENT shall not (directly or indirectly) use or create any (pay-per-click "PPC") advertisement on (meta)search sites, which advertisement (re)directs and links to the relevant Accommodation landing page, on the Websites where the Accommodation is advertised, promoted and/or included (no double serving). The AGENT shall be entitled to bid on or use the SafeTravelPass brand for its own web marketing (PPC) advertising.

4.6 Price Comparison

(a) In the event that the AGENT offers price comparison on a relevant AGENT Website(s), the AGENT shall solely be granted access to the rate(s) and availability data of relevant Accommodations (collectively, the "Rates and Availability Data") via a direct connection to the SafeTravelPass web-servers (i.e. via a XML). The Rates and Availability Data will be made available in accordance with the terms and conditions of the API Guidelines, which will be mutually concluded between the parties if the Rates and Availability Data will be made available. The API Guidelines shall form an integral part of this Agreement and must be read in conjunction with this Agreement. No SafeTravelPass Material is to be used, copied or referred to.

(b) When offering price comparison, the room rates must be compared fairly and with equal favour, in terms of ranking, to all SafeTravelPass Competitors. Rates made available by SafeTravelPass Competitors must be accurate, correct and not misleading (at least match the relevant prices made available on the websites, apps, platform, tools or other devices of the SafeTravelPass Competitors) and comply with the relevant applicable laws.

5. COMMISSION AND PAYMENT

5.1 Except as otherwise provided in this Agreement, SafeTravelPass will pay the AGENT a Commission for each Materialised Transaction in accordance with the following provisions.

5.2 The following Commercial Model will be applied to all reservations created during the term of this Agreement:

Materialised Transactions per month | Percentage Commission Split

0-50 | 25%

more than 50 | 30%



more than 150 | 35%
more than 500 | 40%

Commission Paid = (BV - B - T) * PCS

BV = Booking Value (what the Guest paid)

B = Base Material Cost (paid net to accommodation Partner, inclusive of system utility cost, and credit card or bank transfer cost)

T = Taxes (including service charges, taxes, etc.)

PCS = Percentage Commission Split

5.3 The Commission for each Materialised Transaction will be calculated over the Transaction Fee by using a Percentage Commission Split in line with the Commercial Model in clause 5.2 herein. The applicable tier of the Commercial Model will be determined based on the number of Materialised Transactions in the month that is due for payment on the Invoice (as defined herein).

5.4 SafeTravelPass reserves the right to unilaterally amend the Commission Model included as per clause 5.2 herein upon written notice thereof to the AGENT. AGENT is deemed to have accepted the amended Commission Model upon continued use of the Services. Alternatively, the AGENT may terminate the Agreement upon written notice to SafeTravelPass with immediate effect.

5.5 In the event that any reservations have been wrongfully identified as Materialised Transaction(s), SafeTravelPass is entitled to retroactively adjust the applicable tier for all Materialised Transactions affected by such reservations and recoup any overpayments.

5.6 SafeTravelPass and the AGENT agree to apply the procedure of self-billing for all services provided by the AGENT to SafeTravelPass. The AGENT expressly authorizes SafeTravelPass to issue in its name and on its behalf, all invoices relating to the service provided under this Agreement in accordance with the requirements of the applicable law. If the AGENT does not notify SafeTravelPass within 3 business days after the invoice date that it does not agree with the issued invoice, the invoice is accepted by the AGENT.

5.7 On or before the 5th business day of each month, SafeTravelPass shall provide the AGENT with an invoice stating the Commissions payable that month (the "Invoice").

5.8 Unless otherwise agreed on Strategic Commercial Terms, SafeTravelPass shall pay all Commission to the AGENT on a monthly basis, up to 60 days after the end of the month in which the guest departs, unless the amount of Commissions due to the AGENT at that time is less than RM500 total, in which event SafeTravelPass will be entitled to postpone payment until the month when such (accumulated) amount is due or until the amount is claimed by the AGENT after the termination of this Agreement. Payments shall be made by bank transfer to such bank account or other payment method as from time to time identified by the AGENT (provided that at all times AGENT's use of such bank account/payment method complies with the provisions of clauses 12.6 and 12.7).

5.9 The systems, books, data and records of SafeTravelPass (including Extranet, faxes and/or emails) shall be used to calculate, and considered conclusive evidence in respect of (the calculation of), the amount of the Commissions due to the AGENT under this Agreement.

5.10 For any reservations for which there is no Transaction Fee, including but not limited to special negotiated or non-publicity rates (e.g. corporate rates), the Parties agree and acknowledge that such reservations shall not be subject to or included in the determination of the applicable tier nor the calculation of the Commission, nor be included in any other form of compensation paid by SafeTravelPass to or for the benefit of the AGENT under or pursuant to the Agreement.

5.11 SafeTravelPass may, in its sole discretion, include in the calculation of the Commissions the fee owed to SafeTravelPass for a Materialised Transaction, even if such fee has not yet been received by SafeTravelPass, and therefore does not yet constitute a Transaction Fee (an "Unpaid Materialised Transaction"). If SafeTravelPass pays AGENT for an Unpaid Materialised Transaction and does not later receive the Transaction Fee, or if the later Transaction Fee is lower than that paid projected fee (an "Incorrect Commission"), SafeTravelPass is entitled to recoup the difference between the paid amount and the Transaction Fee, if any. Neither a payment, or pattern of payments, nor a lack of recoupment or pattern of lack of recoupments for Unpaid Materialised Transactions or Incorrect Commissions shall constitute a waiver of SafeTravelPass's rights herein.

5.12 Commission shall be exclusive of VAT. Where any service by AGENT under this Agreement is or becomes subject to VAT and AGENT is required to account for that VAT to a tax authority, then SafeTravelPass shall pay the relevant VAT amount to AGENT against delivery of a valid VAT invoice. The VAT treatment of any service by AGENT under this Agreement shall be determined in accordance with the local VAT legislation in the relevant countries where such service is deemed to be made for VAT purposes. Adjustments to any amounts of the Commission payable under this Agreement shall also be calculated on a VAT-exclusive basis, and the party paying the adjustment shall pay any corresponding amount due in respect of VAT on paying the adjustment or, if later, promptly following receipt of a credit or debit note, as the case may be, in a form that is valid for VAT purposes.

5.13 For each reservation made on or through the AGENT Website(s) (through the Service), the AGENT shall be entitled to compensate and grant a cashback to the relevant Guest up to a maximum amount of 4% of total bookings value of the relevant Materialized Transaction.

5.14 All Commission shall be exclusive of transaction cost (credit or debit cards, wire transfer, etc), system utility cost, quarantine station cost, and any direct cost, associated with Materialised Transactions.

6. FRAUDULENT RESERVATIONS

6.1 Parties agree that when calculating the Commission due to the AGENT, fraudulent reservations will not be taken into account as Materialised Transactions (each a "Fraudulent Reservation").



6.2 Subject to clause 6.3 herein, in the event that SafeTravelPass has been informed by the accommodation Partner of an (alleged) Fraudulent Reservation or if it otherwise has reason to believe that the relevant reservation concerns a fraudulent reservation, SafeTravelPass is entitled to recoup the Commission for such Fraudulent Reservation.

6.3 To the extent that the AGENT has incurred costs in connection with a Fraudulent Reservation (i.e. issuance of any loyalty/membership points/rewards under its loyalty program to the relevant Guest who made a fraudulent reservation or shared commission with a sub-AGENT partner (if applicable)), the AGENT shall reclaim the relevant paid/granted funds, rewards/points/etc. Insofar as the AGENT (acting in good faith) cannot reasonably reclaim the relevant funds or rewards/points/etc. (e.g. points have been spent) or is legally not entitled to reclaim the relevant funds or rewards/points/etc., it shall be entitled to the relevant Commission for the Fraudulent Reservation. Parties shall in good faith discuss the situation to resolve the situation and fraudulent behaviour in an amicable manner.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

7.1 AGENT warranties

(a) The AGENT hereby represents and warrants to SafeTravelPass that for the term of this Agreement:

- i. the AGENT has all necessary rights, title to, power and authority to own, operate and use the AGENT Website(s) (including the relevant domain name(s)) and to include the Link, the Micro Site or the Connection (as applicable) on the AGENT Website(s);
- ii. the AGENT Website(s) shall not:
 - a. violate public policy and morals, or
 - b. contain any inappropriate, improper or unlawful content, reference, material, or links (e.g. in respect of porn or racism), defamatory statements, elements which violate the privacy of third parties or are abusive, offensive or obscene;
 - iii. the AGENT holds and has complied with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing its operations and business; and
 - iv. the AGENT is an independent contractor for all purposes, and will be responsible and liable for its own Taxes, social contributions and all other tax related matters.

7.2 Parties warranties and undertakings

(a) Each Party represents and warrants to the other Party that for the term of this Agreement:

- i. it has the full corporate power and authority to enter into and perform its obligations under this Agreement;
- ii. it has taken all corporate action required by it to authorise the execution and performance of this Agreement;
- iii. it shall use its commercially reasonable efforts to protect and safeguard its Website(s); and
- iv. this Agreement constitutes legal valid and binding obligations of that Party in accordance with its terms.

7.3 Disclaimer

(a) Except as otherwise expressly provided in this Agreement, neither Party makes any representation or warranty, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability or fitness for a particular purpose regarding such subject matter. SafeTravelPass provides the Service on an "as is" and "as available" basis.

(b) Each Party acknowledges the difficulties inherent to the use of the (mobile) Internet, communication and broadband, in particular, varying speeds and congestion in the (mobile) network, connections, systems and servers can cause interruptions, delays and difficulties in accessing, browsing, navigating or using a Website. Each Party excludes any and all liability in respect of the other Party which is related to any (un-)planned or (un-)scheduled (wholly or partial) outage, downtime, interruption, breakdown or unavailability (whether for maintenance, upgrades, updates or otherwise) of the Websites, the Secured Website, the System and/or the Service.

8. INDEMNIFICATION AND LIABILITY

8.1 Each Party (the "Indemnifying Party") shall be liable towards, and compensate, indemnify and hold the other Party (the "Indemnified Party") harmless for and against any direct damages, losses liabilities, obligations, costs, claims, claims of any kind, interest, penalties, fines, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, suffered or incurred by the Indemnified Party pursuant to:

- (a) a breach of this Agreement by the Indemnifying Party, or
- (b) any claim from any third party based on any (alleged) infringement of the third party's Intellectual Property Right by the Indemnifying Party.

8.2 Save as otherwise provided for in this Agreement, the maximum liability of a Party for all claims made against such party by the other Party under or in connection with this Agreement in a year shall not exceed the aggregate commission received or paid by such Party in the preceding year or RM 100,000 (whichever is higher), unless in the event of fraud or wilful misconduct of Indemnifying Party, in which event the limitation of liability is not applicable for such liable party.

8.3 In the event of a third party claim, the indemnified Party shall promptly notify the other Party and Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defence and/or settlement of such claim, whereas the indemnifying Party shall be entitled to take over a claim and assume the defence and settlement (in consultation and agreement with the indemnified Party and with due observance of both Parties' interests), and neither Party shall make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the other Party (which shall not unreasonably be withheld, delayed or conditioned).

8.4 In no event shall any Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any indirect, special, punitive, incidental or consequential damages or



losses whether such damages are (alleged as) a result of a breach of contract, tort or otherwise. All such damages and losses are hereby expressly waived and disclaimed.

8.5 Notwithstanding contrary in this Agreement, AGENT shall:

- (a) be fully responsible and liable for any infringement of applicable data protection, e-Privacy or marketing laws, legislation, regulations or codes when promoting the Services as permitted under the Agreement; and
- (b) shall fully indemnify SafeTravelPass for any damages, losses, claims, costs and fines suffered by or imposed on SafeTravelPass as a result of a breach of this clause 8.5.

9. TERM, TERMINATION AND SUSPENSION

9.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for an indefinite period of time.

9.2 Each Party may terminate this Agreement with immediate effect at any time and for any reason, by written or email notice to the other Party.

9.3 Each Party may terminate this Agreement or suspend this Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:

- (a) a material breach by the other Party of any term of this Agreement;
- (b) (filing of a request for) bankruptcy or suspension of payment (or similar action) in respect of the other Party; or
- (c) a (direct or indirect) change of Control in respect of the other Party.

9.4 This Agreement will terminate automatically in the case that no Materialized Transactions are effected in a period of 12 consecutive months.

9.5 Upon termination of this Agreement SafeTravelPass shall continue to pay to the AGENT any outstanding Commission in accordance with Article 5 above for a period of 12 months after the termination date, on the condition that SafeTravelPass has the correct contact and banking details for the AGENT during that period. Should the AGENT fail to claim any unpaid Commission within that 12 month period, such failure shall constitute an effective waiver of the AGENT's right to claim such Commission.

9.6 In the event of a breach of clause 4 herein by or attributable to the AGENT, SafeTravelPass shall be entitled to exercise the following actions and rights, notwithstanding the remedies and actions for specific performance, damage compensation or injunctive or equitable relief available by law or contract:

- (a) suspension of its (payment) obligations under or termination of this Agreement with immediate effect and without prejudice to the rights that have already accrued prior to the breach; and/or
- (b) SafeTravelPass shall be entitled to use a Percentage Commission Split of 0% for all bookings made and/or each Materialised Transaction during the term that the AGENT breaches the relevant obligations set out in clause 4 herein or has not remedied its breach of the relevant obligations as set out in clause 4 herein in full.

9.7 Upon termination and save as set out otherwise, this Agreement shall absolutely and entirely terminate and cease to have effect without prejudice to Party's rights and remedies in respect of an indemnification or a breach by the other party of this Agreement. Termination shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry, including, but not limited to, clauses 4.1(a), 4.1(b), 4.1(d), 4.1(e), 4.2, 4.3, 4.4(b), 7.3, 8, 10, 11, 12, 13 and 14.

9.8 Upon Termination, AGENT shall ceased to provide Quarantine Station services directly, or indirectly, for as long the Covid-19 pandemic requires Quarantine Stations. Minimum non-competition moratorium period of 12 months applies.

9.9 Non-competition, directly or indirectly offering lower than base rate or higher than cap rate, or private commercial terms which are not impartial to existing QS arrangement on same Quarantine Station offerings.

9.10 QS definition, breaches and termination rights on misrepresentations. QS are not hotel rooms, and all QS registered with SafeTravelPass either non-exclusive or exclusive arrangement, shall conduct all direct or indirect QS reservation, booking, payment verification, room availability and QS guests updates on TracAPM QMS system, including referral and registration of all QS' Sales Agents (including Travel Agent or Brokers). Manual and adhoc reservation are not allowed. All reservations are only valid and recognised as booking upon guest check-in on TracAPM Check-Point upon arrival, verified, labelled or recorded with TracAPM or SafeTravelPass official booking receipt. Billing and net-offs for all QS payments shall be on daily, weekly or monthly basis subject to government traffic assignment, and validity shall refers to TracAPM QMS system records only.

9.11 Post-Termination, new application shall applies for any re "Submission" to TracAPM or SafeTravelPass.

10. CONFIDENTIALITY

10.1 Parties understand and agree that in the performance of this Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other party whether before, on or after the date of this Agreement which is any information that would be regarded as confidential by a reasonable business person including (without limitation) information relating to the business, transactions, information in respect of rate, product and availability parity, conversion data, Personal Data, the terms of this Agreement, finances, affairs, clients, suppliers, plans, proposals, proprietary products, software, including source codes, or trade secrets and trading prospects (the "Confidential Information"). All Confidential Information shall be treated as private and confidential and not disclosed to any (third) party except as set out in this Agreement.

10.2 Each Party agrees that:

- (a) all Confidential Information shall remain the exclusive property of the disclosing party, and the receiving party shall not use it for any purpose, except in furtherance of this Agreement,



(b) it shall use prudent methods to ensure its employees, officers and agents (the "Permitted Persons") maintain the security of the Confidential Information,

(c) it shall ensure that Permitted Persons do not:

i. copy, publish, or divulge the Confidential Information to any third party; or ii. use or store it in an unprotected retrieval system or database (other than pursuant to the terms hereof); and

(d) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

10.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:

(a) is or becomes part of the public domain through no act or omission on the part of the receiving party;

(b) was possessed by the receiving party prior to the date of this Agreement; or

(c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto.

10.4 Each Party may disclose the other party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the

other party's Confidential Information comply with this clause 10. For the avoidance of doubt, SafeTravelPass may share Confidential Information with its AGENT group companies; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11. SECURITY, PRIVACY AND PROCESSING

11.1 The Parties shall comply with the terms as set forth in Annexes 1 and 2 to this Agreement, as the same may be amended from time to time in accordance with the terms of this Agreement (the "Security, Privacy and Processing Requirements").

12. COMPLIANCE

12.1 In relation to the execution, performance and delivery of this Agreement, each Party (including their respective employees, directors, officers, agents and other representatives) has and shall (i) not directly or indirectly (a) offer, promise or give to any third party (including any governmental official or political party's official, representative or candidate), or (b) seek, accept, agree to receive or get promised for itself or for another party, any gift, payment, reward, consideration, advantage or benefit of any kind which would or could reasonably be construed as bribery or an illegal or corrupt practice, and (ii) comply with (and not place the other Party in breach of) all applicable laws prohibiting bribery and corruptions (including without limitation the The Malaysian Anti-Corruption Commission Act 2009 (MACC Act) and the laws of any other territory with jurisdiction over the Parties).

12.2 In connection with their performance of and remuneration under this Agreement, each Party (including their respective employees, directors, officers, agents and other representatives) shall pay in full all taxes that are lawfully due from it in any jurisdiction(s) in which it operates, and shall not (i) commit (or facilitate, aid, abet, counsel or procure the commission of) any offence of cheating the public revenue or being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of any tax, or (ii) otherwise breach or take any action that may place the other Party in breach of applicable laws prohibiting tax evasion and the facilitation thereof.

12.3 Each Party represents and warrants that, for the term of this Agreement, it is not (i) listed on any applicable list of sanctioned parties (including but not limited to Bank Negara AML/CFT list), (ii) owned by, controlled by, or acting at the direction of, any person or persons listed on such a list, or (iii) ordinarily resident in or organised under the laws of any jurisdiction subject to comprehensive or other territory-wide sanctions imposed by Malaysia. Neither Party shall take any action that would breach, and shall not take any action that would place the other Party in breach of, applicable sanctions (including without limitation those imposed by Malaysia and any other territory with jurisdiction over the Parties).

12.4 Each Party represents and warrants that, for the term of this Agreement, it complies with all applicable laws concerning employment rights, human rights, non-discrimination and modern slavery, and in particular does not hold any person in slavery or servitude, or arrange or facilitate the travel or stay of another person with a view to that person being exploited.

12.5 The AGENT represents and warrants that, for the term of this Agreement, it shall not (whether knowingly or with cause to suspect) acquire, use, possess, retain, control or otherwise deal in funds or other property constituting the proceeds of crime, or otherwise engage in any activity or become concerned in an arrangement that may constitute an offence under applicable laws prohibiting dealing in the proceeds of crime and/or the financing of terrorism.

12.6 The AGENT represents and warrants that, in respect of the bank account to be used in connection with this Agreement ("Bank Account"): (i) the Bank Account is located in the jurisdiction where the AGENT is established or has its principal place of business; (ii) the AGENT is the sole holder and beneficiary of the Bank Account; (iii) all payments and transfers between SafeTravelPass and the Bank Account (and vice versa) are at arm's length and do not violate any applicable laws (including in particular laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions and other financial crimes); and (iv) the AGENT does not use the Bank Account (or any funds transferred to or from SafeTravelPass) for breaches of laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions or other financial crimes.

12.7 For the avoidance of doubt, clause 12.6 shall not prohibit payments from being made to, from or through an account that the AGENT holds with a electronic payment processor or electronic wallet ("Electronic Account"), including a Electronic Account established or holding funds outside the AGENT's jurisdiction of establishment or principal place of business, provided that: (i) the Electronic Account is linked to a Bank Account or other payment method held in the jurisdiction in which the AGENT is established or has its principal place of business; and (ii) the AGENT's use of that Electronic Account is fully in compliance with all applicable laws (including, without limitation, financial laws) and does not otherwise result in a breach of the warranties contained in clause 12.6.



12.8 The AGENT shall immediately notify SafeTravelPass in the event of any actual or suspected breach of this clause 12 by the AGENT or its employees, directors, officers, agents or other representatives.

13. MISCELLANEOUS

13.1 All notices and communications must be in English, in writing, and sent by email, facsimile or nationally recognized overnight air courier to the email address or facsimile number as identified by the relevant Party or the address set out in this Agreement. The original English version of this Agreement may have been translated into other languages. The translated version of the English Agreement is a courtesy and office translation only and the AGENT cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions of this Agreement or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail, apply and be binding and conclusive. The English version shall be used in legal proceedings. The English version shall be sent to you upon written request. If to SafeTravelPass: Tri-G Technologies Sdn Bhd, at the address first stated above Attn. SafeTravelPass Malaysia Manager Distribution. Email: malaysia.enquiry@safetravelpass.com or safetravelpass@tracapm.com

13.2 Each Party shall bear its own costs and expenses in connection with the entering into, execution and performance under this Agreement (including the integration and connection).

13.3 SafeTravelPass and its authorised advisers and representatives may audit the AGENT's compliance with the terms of this Agreement. The AGENT shall provide assistance in a timely manner to SafeTravelPass, or its authorised advisers or representative, in carrying out such an audit, and in particular, shall provide SafeTravelPass with reasonable access to all relevant books, records, premises, personnel and other information relevant to the AGENT's performance of this Agreement (except for such information that the AGENT is obliged to keep confidential or that is legally privileged), in each case at no cost to SafeTravelPass. Should SafeTravelPass incur costs in conducting the audit over and above the cost of a routine audit, SafeTravelPass reserves the right to pass the additional costs of the audit onto the AGENT.

13.4 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter.

13.5 Parties agree that SafeTravelPass retains the right to unilaterally amend the terms of this Agreement, by providing the AGENT with a prior written notice thereof (which, for the avoidance of doubt, includes notification via email). The AGENT is deemed to have accepted the amended terms through continuing use of the Service, unless the AGENTs notifies SafeTravelPass in writing that it does not consent and, therefore, terminates the Agreement.

13.6 Parties agree that SafeTravelPass retains the right to unilaterally amend the form in which the Services are made available, or any applicable terms or instructions thereto, to the AGENT, by providing the AGENT with a prior written notice thereof (which, for the avoidance of doubt, includes notification via email). The AGENT is deemed to have accepted the amended Service model through continuing use of the Service, unless the AGENTs notifies SafeTravelPass in writing that it does not consent and, therefore, terminates the Agreement.

13.7 Neither party shall be entitled to assign, transfer and/or encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party. This Agreement is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended to or shall implicitly confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement, except to the extent explicitly stated otherwise in this Agreement.

13.8 If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

13.9 AGENT agrees to comply and have individuals acting on its behalf, comply with the SafeTravelPass AGENT Account Terms of Use <https://SafeTravelPass.com.my>.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be exclusively governed by and construed in accordance with the laws of Malaysia.

14.2 Any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent court in Kuala Lumpur, Malaysia.

15. ABOUT SAFETRAVELPASS

15.1 The online reservation service is part of TracAPM QMS system, (officially book through SafeTravelPass (<https://SafeTravelPass.com.my>)). System technical support by Tri-G Technologies Sdn Bhd (Tri-G), and billing gateway is conducted by authorised Merchant (Ottigo Sdn Bhd) for payment of Quarantine Stations and relevant value-added services for all travellers coming into Malaysia. Tri-G which is a private limited liability company, incorporated under the laws of Malaysia and having its offices at 6-2, Jalan PJS 8/12a, Dataran Mentari, Bandar Sunway, 46150 Petaling Jaya, Selangor, Malaysia and officially the system technical support for TracAPM and SafeTravelPass (<https://SafeTravelPass.com.my>) entry-registration, verification, booking and payment for quarantine station and Covid-19 government cost for all travellers coming to Malaysia."

15.2 TracAPM, SafeTravelPass, and Tri-G are approved and recommended by the Majlis Keselamatan Negara ("MKN"), Angkatan Pertahanan Awam Malaysia ("APM"), Agensi Pengurusan Bencana Negara ("NADMA"), and Jabatan Perdana Menteri ("JPM") for all



traveller quarantine station booking and payment, verification and logistic arrangement at all international entry points ("PMA") nationwide.

ANNEX 1

SECURITY, PRIVACY AND PROCESSING REQUIREMENTS

1. Terminology

1.1 For the purposes of this Annex 1 and Annex 2, the terms "controller", "processor", "data subject", "process" (and conjugations thereof), and "supervisory authority" have the meanings given to them in the Malaysia Personal Data Protection Act 2010 (PDPA) and EU GDPR.

1.2 The following words and phrases shall have the following meanings throughout this Annex and Annex 2, unless the context requires otherwise:

- i. "Data Protection Laws" means all laws in any jurisdiction relating to the processing of Personal Data and protection of privacy relating to the transmission, storage or any other processing of Personal Data in the context of the Agreement and applicable to either and/or both Parties, including Malaysia, European, U.S., China, and other local rules where material transaction took place;
- ii. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised use, transfer or disclosure of, or access to, Personal Data transmitted, stored or otherwise processed in the context of the Agreement;
- iii. "Personal Data" means any information relating to an identified or identifiable natural person, including but not limited to a Guest, whereby an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, credit card details, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

2. Security

2.1 General security measures. Each Party shall implement and maintain appropriate technical and organisational security measures to safeguard the confidentiality, detect the presence of security incidents and to protect the Websites and any Confidential Information, Personal Data, Content and SafeTravelPass Material, as well as any material stored, transmitted or otherwise processed in the context of the Agreement from any security incident and/or Personal Data Breach.

2.2 SafeTravelPass security requirements. The AGENT shall, without prejudice to clause 2.1, implement any reasonable security measures as SafeTravelPass may from time to time notify to the AGENT, and control, by appropriate means, the implementation and maintenance of and compliance with such measures.

3. Security incident and Personal Data Breach

3.1 Reasonable and appropriate remedial actions. If at any time the AGENT becomes aware of, or has reasonable grounds to suspect, the occurrence of any security incident or Personal Data Breach that may jeopardise the safety and security (including the integrity, confidentiality, availability and continuity) of the Website(s), any Confidential Information, Personal Data, Content and SafeTravelPass Material, as well as any material stored, transmitted or otherwise processed in the context of the Agreement, then the AGENT shall:

- i. without undue delay notify SafeTravelPass and consult with SafeTravelPass on the reasonable and appropriate actions to be taken;
- ii. subject to limitations existing under applicable laws, be responsible for proactively providing all information necessary to SafeTravelPass such that SafeTravelPass can be fully informed and undertake its own investigation related to the cause, mitigation measures taken, and damages incurred or likely to be incurred by either Party, and third parties, with respect to the security incident and/or Personal Data Breach;
- iii. take all immediate reasonable and appropriate actions required by the situation, even prior to any consultation (in which case the AGENT shall consult with SafeTravelPass as soon as reasonably practicable), to avoid or mitigate any adverse effects for SafeTravelPass, and to prevent (further) harm to SafeTravelPass and the Guests; and
- iv. cooperate with SafeTravelPass in taking any reasonable and appropriate action to address the security incident and/or Personal Data Breach.

3.2 Disclosure. Subject to mandatory requirements under applicable law, the AGENT: i. shall in no manner provide information to any third party (including any supervisory authority) without the prior written consent of SafeTravelPass regarding any security incident or Personal Data Breach of which the AGENT may become aware in the context of the Agreement;

- ii. shall, prior to disclosing to any third party (including any supervisory authority) information about any security incident or Personal Data Breach in the context of the Agreement, use its best efforts to consult with SafeTravelPass the other Party and take into account its reasonable requirements as to the timing, contents and manner of disclosure, and the parties to whom disclosure is made; and
- iii. acknowledges and agrees that SafeTravelPass retains the right to voluntarily inform any third party (including any supervisory authority and Guests) about any security incident or Personal Data Breach.

4. Processing and Privacy requirements

4.1 Compliance. The AGENT shall implement measures in a manner that it meets the requirements under the applicable law, including but not limited to the Data Protection Laws, and uphold: (i) the 'accountability' principle under the Malaysia Personal Data Protection Act 2010 (PDPA) and EU GDPR, and (ii) the general privacy principles under the Malaysia Personal Data Protection Act 2010 (PDPA) and EU GDPR including but not limited to the data protection by design and data protection by default requirements.

4.2 Relationship. The Parties acknowledge and agree on the following:



- i. each Party acts as independent and separate data controller for the processing of Personal Data for its own purposes under the Agreement;
- ii. each Party, as independent controller, determines the purposes and means of the processing of Personal Data in its sole discretion and shall solely be responsible for its own compliance with applicable Data Protection Laws;
- iii. the AGENT does not process any Personal Data on behalf of SafeTravelPass and the Parties have not jointly determined the purposes and means of processing of any Personal Data processed in the context of the Agreement;
- iv. in the event that the Parties would jointly determine the purposes and means of any processing activity in the context of the Agreement, they shall determine their respective responsibilities for compliance with the obligations under the applicable Data Protection Laws.

4.3 Data shared by SafeTravelPass. The Parties acknowledge and agree on the following: i. SafeTravelPass may share with the AGENT the information and Personal Data listed under Annex 2;

- ii. the AGENT shall be entitled to process the information and Personal Data solely for the purposes described under Annex 2;
- iii. SafeTravelPass may amend at its sole discretion the content of Annex 2 in accordance with the Agreement.

4.4 Personal Data shared by AGENT. In the event that the AGENT shares Personal Data with SafeTravelPass, the following requirements apply:

- i. the AGENT shall obtained prior written confirmation from SafeTravelPass;
- ii. the Parties shall list under Annex 2 the Personal Data to be shared with SafeTravelPass, and the purposes for which such Personal Data may be processed by SafeTravelPass;
- iii. the disclosure of the Personal Data shall be permitted under the applicable Data Protection Laws;
- iv. the AGENT shall be entitled and warrants that it is entitled under the applicable Data Protection Laws to disclose the Personal Data to SafeTravelPass.

4.5 Transparency. Each Party shall process Personal Data, including those in relation to Guests and visitors to its respective Website, in accordance with a privacy statement made available to the data subjects in a transparent manner prior to or at collection of the Personal Data by such Party or, as permitted by applicable law, immediately thereafter.

4.6 Processing of business contact details. Each Party shall process the Personal Data of/relating to the other Party and/or any persons acting on its behalf in accordance with a privacy statement made available to the data subject in a transparent manner prior to, or at the time of, collection of the Personal Data by such Party or, as permitted by applicable law, immediately thereafter.

The AGENT understands and agrees that SafeTravelPass shall process any Personal Data collected and relating to the AGENT and/or any persons acting on its behalf in accordance with the SafeTravelPass privacy statement for business partners, made available online, as such statement may be amended by SafeTravelPass from time to time. The AGENT agrees to have ensured that there is a valid legal ground under applicable Data Protection Laws for the collection and use of Personal Data by SafeTravelPass in the context of the Agreement relating to any person acting on behalf of AGENT.

4.7 AGENT obligations. The AGENT hereby agrees, covenants and undertakes that it shall, in relation to the SafeTravelPass Material and Personal Data shared by SafeTravelPass: i. process all SafeTravelPass Material and Personal Data completely, accurately, correctly and consistently;

- ii. ensure that any (sub-)processor it engages shall adhere to the requirements imposed on the AGENT under the Agreement in respect of such processing, and be responsible for the acts and omissions of any such (sub-)processor as if it were actions and omissions of the AGENT itself;
- iii. not make the SafeTravelPass Material and Personal Data processed in the context of the Agreement available to third parties other than to its (sub-)processors, except as otherwise agreed between the Parties;
- iv. not make any copy of the SafeTravelPass Material and Personal Data except as strictly and demonstrably necessary to provide services under the Agreement and, in such event, subject to implementing and maintaining all reasonable measures in accordance with the Agreement to safeguard against any security incident or Personal Data Breach.

4.8 Cooperation. Each Party shall provide all reasonable cooperation, assistance and information to enable the other Party to comply with its obligations under applicable law, including (without limitation) the Data Protection Laws, at its cost. Each Party shall notably assist the other Party with the following:

- i. responding to requests from competent authority (including supervisory authorities) in relation to the SafeTravelPass Material and Personal Data processed and shared in the context of the Agreement; and
- ii. responding to requests from data subjects wishing to exercise their privacy rights, including their rights under the law of Malaysia;
- iii. conducting any assessment to validate compliance with the applicable law, including the applicable Data Protection Laws.

4.9 Disclosure to authorities. Except to the extent the AGENT is prohibited from doing so under applicable law or pursuant to the lawful order of any competent authority (including any supervisory authority):

- i. the AGENT shall promptly notify SafeTravelPass in writing of any request by any such authority for the disclosure of SafeTravelPass Material or Personal Data processed in the context of the Agreement or otherwise received from SafeTravelPass; and
- ii. the AGENT shall cooperate with SafeTravelPass with regard to the timing and content of any such disclosure, the parties to whom disclosure is made, and any reasonable action that SafeTravelPass may wish to take to challenge the request for disclosure.

4.10 Data transfer to third countries. The Parties shall ensure that the Personal Data is in accordance with applicable Data Protection Laws.

4.11 Inspections and Audits. SafeTravelPass is entitled to conduct and/or instruct a third party to conduct an inspection of the AGENT or audit of AGENT's records (including information relating to the AGENT's processing activities or information that evidences the configuration and effectiveness of security measures), to the extent reasonably necessary to (a) fulfil any legal or reporting obligations of SafeTravelPass, or (b) verify the compliance by the AGENT with the Agreement to the extent that SafeTravelPass has a good faith belief that the AGENT is acting in non-compliance with the Agreement.



The AGENT shall fully cooperate and instruct its employees, agents or representatives to fully cooperate with SafeTravelPass and its agents or representatives during such inspections and audits.

The AGENT shall promptly provide SafeTravelPass, or its designated auditors and/or other suitable third party provider of SafeTravelPass's choosing with such cooperation and access to premises, information and personnel as is reasonably necessary for the aforementioned purposes and permit the taking of copies of such records as are reasonably necessary for those purposes.

SafeTravelPass shall bear the costs of the inspection or audit, unless the inspection or audit reveals a breach by the AGENT of any provision of the Agreement, in which event the AGENT shall, without prejudice to SafeTravelPass's further rights and remedies in respect of such breach, immediately pay to SafeTravelPass the costs incurred by SafeTravelPass in the inspection or audit.

Annex 2

Overview of information and Personal Data shared between the Parties

Personal Data and SafeTravelPass Material shared by SafeTravelPass with the AGENT

Personal Data and SafeTravelPass Material shared with AGENT

- Aggregated product performance data

- Booking Details per reservation (this may include AGENT's commission, booking date, booking number, check-in / check-out dates, length of stay, Booking window, status, total commission, commission %, credit-slip number, property name, type, country, city, AGENT ID, label, booker country/region, booker language, user device, travel purpose)

Purposes for which Personal Data and SafeTravelPass Material is shared with AGENT

- To allow AGENT to perform analytics

- To allow AGENT to use aggregated performance data for its market(ing) strategy (in accordance with the Agreement)

- To allow AGENT to support the Guest solely in the event that the AGENT already has a direct contact with the Guest (such as but not limited to travel agents)

Means to share Personal Data and SafeTravelPass Material shared with AGENT

- Online environment provided by SafeTravelPass (e.g. Agent Dashboard)

Personal Data shared by the AGENT with SafeTravelPass

Personal Data shared with SafeTravelPass

- None

Purposes for which Personal Data is shared with SafeTravelPass

- N/A

Means to share Personal Data shared with SafeTravelPass

- N/A

----- purposely left blank there after -----