



QS Partner Program Agreement

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

BY REGISTERING AND SIGNING UP TO THE TRACAPM QS PARTNER PROGRAM, AND/OR BY MAKING THE SERVICES AVAILABLE ON THE TRACAPM OR SAFETRAVELPASS WEBSITES, THE PARTNER (ON BEHALF OF ITSELF OR THE ENTITY THAT IT REPRESENTS) HEREBY AGREES, ACKNOWLEDGES, AND ACCEPTS TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS QS PARTNER 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 TRACAPM OR SAFETRAVELPASS WEBSITES.

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

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

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

By completing all necessary fields of the online form and clicking the 'Submit' button, you are making an offer to become a Business Partner. However, you will only become a QS Partner (Business Partner) 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 3.

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. Please select one of the Partner options below:

- Basic Partner: You are providing your Service to TracAPM's SafeTravelPass for non-exclusive sales arrangement. (default)
- Master Partner: You are providing your Service to TracAPM's SafeTravelPass for exclusive sales arrangement.

1. Definitions

- 1.1 "Effective Date" means the date upon which SafeTravelPass (STP) confirms your application to become a SafeTravelPass (STP) Business Partner.
- 1.2 "Platform" means the website and app (including mobile) on which the Service is made available by SafeTravelPass and which is owned, controlled, managed, maintained and/or hosted in accordance with the Terms of Use.
- 1.3 "Reservation" has the meaning of services offered by Business Partner to Customers through reserve for the Quarantine Station, directly and indirectly, through TracAPM QMS system or SafeTravelPass, online, walk-in, corporate arrangement or any means of use of services.
- 1.4 "Service" means the online reservation service (including the facilitation of payments) for business partners of various products and services for Quarantine Station as from time to time made available by Business Partners on the Platform.
- 1.5 "Supplier" means the Business Partner or provider of a Quarantine Station Arrangement.
- 1.6 "Quarantine Station Arrangement" means accommodation (e.g. hostel, training centres, hotel, motel, apartment, bed & breakfast), transport (e.g. flights, rail, boat, travel coach and transfers) operators, insurances, and any other Quarantine or related product or service as from time to time available for reservation by business customers on the Platform.
- 1.7 "Unverified Reservation" means sales leads which are paid and originated from unverified channels or sales agents and is subject to TracAPM QMS system inventory availability.
- 1.8 "Booking" means actual sales leads, paid or pay-on-arrival (at hotel) originated from authorised channels or sales agents registered with TracAPM QMS system under "QS Agent Program".
- 1.9 "Submission" mean all Quarantine Station (room, space) submitted to government of Malaysia for Quarantine purposes, including Pandemic or decease outbreak such as Covid-19.



- 1.10 "Master Partner" means you have full access to SafeTravelPass (STP) premium services, including live listing of Quarantine Stations on SafeTravelPass (STP) and Agent sales network, access to government quarantine management queue, and priority allocation of group or corporate orders.
- 1.11 "Basic Partner" means you have limited access to SafeTravelPass (STP) services, basic listing of Quarantine Stations on SafeTravelPass (STP) and agent sales network, back up access to government quarantine management queue, and adhoc allocation of group or corporate customers.
- 1.12 "System utility fees" applies to all Master and Basic Partner, paid or pay-on-arrival (pay at hotel), direct and indirect Quarantine Stations sales booked through TracAPM QMS system. Platform moratorium applies post-termination.
2. This QS Partner Program Agreement
- 2.1 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;
- 2.2 Through the Platform, we (Tri-G Technologies Sdn Bhd and its affiliate (distribution, merchant, payment gateway) partners) provide an online platform through which:
- (A) Business Partners (Suppliers) can advertise Quarantine Station arrangements for reservation; and
- (B) Customers can make reservations of such Quarantine Station arrangements for quarantine purposes.
- 2.3 As a Business Partner, you may submit requests to update Quarantine Station arrangements for quarantine purposes through our Platform. Each such request that you make has to be confirmed by relevant Government Authorities, or TracAPM Task Force ("Pasukan TracAPM") on the relevant government agency' behalf (a "Submission"), is made on and subject to the terms and conditions of this Agreement.
- 2.4 The Service that we provide to you in respect of each Submission shall form part of this Agreement and shall not form a separate contract to it.
- 2.5 SafeTravelPass may from time to time update and adjust this Agreement, subject to prior communication (e.g. email or system notice) to the Business Partner with due observance of a notice period of 15 days. Any updated or adjusted version shall replace and supersede the existing (current) version.
- 2.6 This Agreement is standard, and the clause hereby shall replace and supersede any existing (current) version or Business Partner's own agreements whichever any conflict arises.
3. Terms and Termination
- 3.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this clause 3.
- 3.2 Either Party may terminate this Agreement upon giving 7 days' written notice to the other Party.
- 3.3 Either Party may terminate this Agreement immediately upon written notice to the other Party if:
- (a) the other Party has committed a material breach of its obligations under this Agreement and has failed to cure such material breach within fourteen (14) calendar days of receipt by the other Party of written notice thereof;
- (b) the other Party suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due; or
- (c) the other Party has a receiver, liquidator or administrator appointed, or passes an effective resolution for its winding up (except for the purpose of amalgamation, reconstruction or reorganisation) or a Court makes an order to that effect or a similar event occurs.
- 3.4 Termination of this Agreement in accordance with clauses 3.2 and 3.3 shall not affect any confirmed but unfulfilled Reservations which exist at the date of termination, which shall continue to be governed by the terms of this Agreement.
- 3.5 Upon Termination, PARTNER 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.
- 3.6 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.
- 3.7 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.



- 3.8 Post-Termination, new application shall apply for any re "Submission" to TracAPM or SafeTravelPass.
- 3.9 Business Partner irrevocably grant SafeTravelPass the rights, and Tri-G reserve all rights to pursue economic and intellectual property infringement cost and losses, directly and indirectly, for any breach of terms or unauthorised third party disclosure, dealings, or business arrangement by Business Partner or its associates.
4. Scope of our Service
- 4.1 SafeTravelPass facilitates reservation, booking, payment and does not own, control or operate the Quarantine Station Arrangements or the TracAPM travellers entry registration, which are jointly operated by the relevant government authorities.
- 4.2 By making a reservation through the Platform, you enter into a direct (legally binding) contractual relationship with SafeTravelPass for the facilitation of Quarantine Station Arrangement(s). From the point at which you make your Submission, we act solely as an intermediary between you and the relevant Authorities, transmitting the details of your Submission to the relevant Authorities and sending you a confirmation notice or email for and on behalf of the Authorities.
- 4.3 When rendering our Service, the information that we disclose is based on the information provided to us by the Government Authorities. As such, the Government Authorities are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on our Platform. Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Business Partner remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our Platform. Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any Business Partner (or its facilities, venue, products or services) made available.
- 4.4 Our Service is made available solely for the Business Partner to arrange Quarantine Station for its own use. Therefore, you are not allowed to re-sell, cross-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, reservations, tickets, products or services available on our Platform for any commercial or competitive activity or purpose.
- 4.5 Business Partner shall comply to relevant authorities SOP under Quarantine Station Arrangement, and mandatory to implement and enforce the entry Registration, Check-in and Check-out of customers to comply with our SOP for travellers quarantine monitoring, including the deployment and enforcement of TracAPM system and kiosk, SafeTravelPass verification, Covid-19 health test and vaccine record verification, and the update and reporting of customer booking and reservation records on real-time, daily and periodical basis. Such SOPs shall be updated from time to time as per when relevant authorities requires.
- 4.6 Business Partner shall provide adequate space and support to operate TracAPM and SafeTravelPass system and facilities, and fully responsible for all damages, loss, or SOPs compliances issue throughout the entire National Quarantine period.
- 4.7 Business Partner shall only recognise and represent SafeTravelPass (<https://SafeTravelPass.com.my>) as the official traveller entry registration, Covid-19 test and vaccination verification, and payment platform. Any misrepresentation or misleading statement is prohibited.
5. Prices, crossed-out rates and Best Price Guarantee
- 5.1 The prices on our Platform are highly competitive. All room prices are per room for customer entire stay and all prices are displayed including VAT/sales tax and all other taxes (subject to change of such taxes), unless stated differently on our Platform or the confirmation email/ticket. Ticket prices are per person or group and subject to validity as indicated on the ticket, if applicable. Applicable fees and taxes (including tourist/city tax) may be charged by the Supplier in the event of a no-show or cancellation fee. Applicable taxes may be charged by SafeTravelPass in the event of a no-show or cancellation fee.
- 5.2 Sometimes cheaper rates are available on our Platform for a specific stay, product or service, however, these rates made available by Business Partner may carry special restrictions and conditions, for example non-cancellable and non-refundable.
- 5.3 We want our customer to pay the lowest price possible for your product and service of submission. Should customer find your product or service of choice booked through the Platform, with the same reservation conditions, at a lower rate on the Internet after customer have made a Reservation through us, you (Business Partner) shall match the difference between our rate and the lower rate under the terms and conditions of the Best Price Guarantee.
- 5.4 The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.
- 5.5 Obvious errors and mistakes (including misprints) are not binding.
- 5.6 All special offers and promotions are marked as such.
6. Software (Free), System Utility Fees & Standard Transaction Rates
- 6.1 Despite our system is part of Public-Private Cooperation (PPC) arrangement, our software as a service (SaaS) is free of charge to Partners.
- 6.2 Our System Utility Fees is part of business to business arrangement in order to sustain the TracAPM digital system under Public-Private Cooperation (PPC) arrangement. Business Partner pay System Utility Fee (being a small percentage of the product price (e.g. room price)) and a sales commission to SafeTravelPass after the Quarantine Station Arrangement is complete.



- 6.3 Unless otherwise stated (such as group or corporate orders), all approved Quarantine Stations submissions shall follow a basic System Utility Fee of “per night basis” nett at RM5 or 5% of gross sales, inclusive of standard Merchant credit card or transaction cost, whichever is higher.
- 6.4 On top of System Utility Fee, there is a 2.5% surcharge of gross sales for walk-in or adhoc manual orders, which require manual payment verification, and system update processes to TracAPM, for all customers originated from non-registered “Agents” and orders who did not made payment using SafeTravelPass Merchants.
- 6.5 Bookings are valid and billable when room inventory is assigned by TracAPM, either made directly through SafeTravelPass (STP) online, STP Express upon-arrival, Walk-in, and Pay-at-Hotel; or indirectly from Hotel house booking, sales Agent booking or third party bookings.
- 6.6 Group or Corporate orders can be arranged by dealing with our authorised Merchant, Account Representative, or third party service providers namely “Agents”, and negotiate commission on each room type.
- 6.7 Business Partner authorise SafeTravelPass and its Merchants, Account Representative, and Agents to re-sell, represent, negotiate, and enter into corporate dealings on case to case basis on or above Quarantine Station base rate.

7. Miscellaneous

- 7.1 To the extent permitted by law, this Agreement and the provision of our Service shall be governed by and construed in accordance with Malaysia law and any dispute arising out of this Agreement and our Service shall exclusively be submitted to the competent courts in Kuala Lumpur, Malaysia.
- 7.2 The original English version of this Agreement may have been translated to other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of this Agreement or inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version to the extent permitted by law shall apply, prevail and be conclusive. The English version is available on our Platform (by selecting the English language) or shall be sent to you upon your written request.
- 7.3 If any provision of this Agreement is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of this Agreement.
- 7.4 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 PARTNER 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.
- 7.5 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

8. GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement shall be exclusively governed by and construed in accordance with the laws of Malaysia.
- 8.2 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.

9. ABOUT SAFETRAVELPASS

- 9.1 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.”
- 9.2 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 PARTNER shall, without prejudice to clause 2.1, implement any reasonable security measures as SafeTravelPass may from time to time notify to the PARTNER, 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 PARTNER 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 PARTNER 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 PARTNER 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 PARTNER: 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 PARTNER 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 PARTNER 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 PARTNER 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 PARTNER the information and Personal Data listed under Annex 2;

ii. the PARTNER 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 PARTNER. In the event that the PARTNER shares Personal Data with SafeTravelPass, the following requirements apply:

i. the PARTNER shall obtain 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 PARTNER 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 PARTNER understands and agrees that SafeTravelPass shall process any Personal Data collected and relating to the PARTNER 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 PARTNER 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 PARTNER.

4.7 PARTNER obligations. The PARTNER 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 PARTNER 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 PARTNER 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 PARTNER is prohibited from doing so under applicable law or pursuant to the lawful order of any competent authority (including any supervisory authority):

i. the PARTNER 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 PARTNER 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 PARTNER or audit of PARTNER's records (including information relating to the PARTNER'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 PARTNER with the Agreement to the extent that SafeTravelPass has a good faith belief that the PARTNER is acting in non-compliance with the Agreement.

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

The PARTNER 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 PARTNER of any provision of the Agreement, in which event the PARTNER 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 PARTNER

Personal Data and SafeTravelPass Material shared with PARTNER

- Aggregated product performance data

- Booking Details per reservation (this may include PARTNER'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, PARTNER ID, label, booker country/region, booker language, user device, travel purpose)

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

- To allow PARTNER to perform analytics

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

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

Means to share Personal Data and SafeTravelPass Material shared with PARTNER

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

Personal Data shared by the PARTNER 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 -----