

## GENERAL TERMS AND CONDITIONS (FOR THE OFFER TO PURCHASE FORM)

### General

1. This agreement ("Agreement") is made between TNG Digital Sdn Bhd ("TNGD") and the Buyer as set out in **Item 2 of the Offer to Purchase Form ("Form")** on the date first stated in the Form, and this General Terms and Conditions shall form an integral part of the Agreement.
2. The following documents shall be deemed to form a contract between TNGD and the Buyer, and be read and constructed as part of the Agreement, and shall be interpreted in the following order in case of discrepancy or ambiguity among the following documents: (a) the Offer to Purchase Form; (b) the General Terms and Conditions; (c) any purchase order issue by the Buyer for the Products; (d) the invoices issued by TNGD for payment; and (e) any other document agreed upon between the Parties.
3. Any reference to terms and conditions of the Buyer in its purchase order, proposal or other document shall not be applicable between the Parties, unless otherwise agreed.

### Commencement Date

4. This Agreement shall come into full force, effect commencing the Date as set out in **Item 3 of the Form ("Commencement Date")**. This Agreement shall be valid for one (1) year and it shall be automatically renewed for one (1) year upon expiration or expiry of any extended term until it is terminated by the Parties in accordance with the terms of this Agreement.

### The Purchase of the Product

5. TNGD agreed to sell to the Buyer the items as listed in **Item 4 of the Form ("Product(s)")**.
6. All the price and the stock of the Products are subject to stock availability in TNGD. TNGD shall have the rights to amend, change, replace, or substitute the Products without any prior notice.
7. Prior to the purchase of the Products, the Buyer shall send in the request to TNGD for its availability. Once the stock is confirmed, the Buyer shall issue a purchase order to TNGD.
8. The Buyer agrees and acknowledges that TNGD is reselling the Products and TNGD is not the manufacturer, the first issuer, and/or the owner of the Products.
9. The Products purchased are provided as is and TNGD makes no, and hereby waives and disclaims, any representations or warranties regarding this Agreement, any services contemplated hereby, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, and/or any implied warranties arising out of course of dealing. Without limiting the generality of the foregoing, TNGD specifically disclaims any representation or warranty regarding any economic or other benefit that the Buyer might obtain through its participation in or performance under this Agreement.

### Payment Manner and Product Delivery

10. TNGD shall invoice the Buyer in accordance to the purchase order and the Buyer shall pay within the time frame as stated in **Item 6 of the Form ("Payment Manner and Product Delivery")**, and TNGD shall issue and/or deliver the Products as agreed therein.
11. All Products sold are not returnable and refundable by TNGD.
12. In the event TNGD is unable to offer such Products after the payment is made by the Buyer due to the stock availability or any other reasons which TNGD deems fit, TNGD may replace it with other agreed products.
13. In the event the Buyer disputes any amounts paid, charged or invoiced in connection with the purchase order, or Parties dispute any amounts indicated in the reconciliation report, Parties shall raise it within thirty (30) days with the submission of transaction data for verification and reconciliation. Parties shall work diligently and settle the dispute together on a good faith basis within fourteen (14) days from the raise of such dispute.
14. In case of activation or redemption issue (e.g. when a Product cannot be redeemed or utilized by the Buyer's customers), the Buyer shall first approach TNGD and TNGD shall resolve such issue with its supplier within thirty (30) days upon notice by the Buyer. If the issue cannot be resolved within the foregoing period and the issue is attributable to the Buyer, the Buyer shall bear all the cost and no replacement or refund shall be issued by TNGD. However if the issue is attributable to TNGD, TNGD shall reissue or arrange for replacement of the Product within thirty (30) days.

### Distribution Channel

15. The Buyer shall distribute the Products through the approved distribution channel(s) as set out in **Item 5 of the Form ("Distribution Channel")**. Any changes of the Distribution Channel are subjected to TNGD's approval.
16. The Buyer shall not disclose any details of this Agreement and the purchases price of the Products to any third party. Furthermore, the Buyer shall not resell the Products to any other reseller or any third party with the intention for further resale.

### Additional Terms

17. This Agreement shall be subject to the additional terms stated in **Item 7 of the Form ("Additional Terms")**. If necessary for the purposes of a particular arrangement, the Parties may agree to Additional Terms that conflict with this General Terms and Conditions in which case, the Additional Terms shall override and prevail over the conflicting terms to the extent necessary only.

### Signatures

18. The Parties have executed this Agreement by its authorized personnel as set out in **Item 8(i) and (ii) of the Form ("Signatures")**. This indicate the Party's express intention to be bound by the terms and conditions as set out in this Agreement.

### Usage of Logo and Name

19. The Buyer acknowledges and agrees that in order to be eligible to facilitate the sale of some of the Products, the Buyer may be required to complete and execute additional terms & conditions, marketing agreements, service level agreements, codes of conduct, business ethics, guidelines, or other agreements as may be required by certain suppliers. The Buyer shall strictly comply, and the Buyer shall require and cause its agents, employees, or contractors (if any) to strictly comply, with all the terms and conditions imposed by such suppliers (as may be amended or supplemented from time to time).
20. In the event TNGD receives a complaints pertaining to the use of the name and logo of TNGD or the supplier by the Buyer, TNGD shall inform the Buyer and the Buyer shall cease the usage of the name and the logo of the Products immediately.
21. The Buyer shall obtain TNGD's written approval to the use and/or display of TNGD's logo and name for any promotional or marketing material, which may not be unreasonably withheld.

### Fraud and Investigation

22. If requested by either TNGD or the supplier, the Buyer will cooperate with and assist in investigating any Product fraud, fraudulent activation or redemption, unauthorized use of any login credentials or any other known or suspected breach of security or confidentiality, including, among other things, providing timely access, delivering information and taking actions as reasonably requested by TNGD.

### Exclusivity

23. Unless otherwise agreed, nothing in this Agreement confers any exclusivity on either Party in respect of any arrangements herein and each Party shall be entitled to enter into any similar or other arrangements with third parties.

### No Announcements

24. The Parties agree that they will not make any public announcement, issue press releases, advertise, promote, or disclose the existence and the terms of this Agreement except in accordance with the terms of this Agreement or with the express written consent of the other Party, which consent shall not be unreasonably withheld.

### Representations and Warranties

25. Each Party represents and warrants to and for the benefit of the other as follows:
  - (i) it is duly organized and validly existing under the laws of its jurisdiction of incorporation;
  - (ii) it has (and will maintain) the power, capacity, right, authorization and has taken all necessary action (where applicable) to enter into, exercise its rights and perform and comply with its obligations under this Agreement;
  - (iii) this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with the terms hereof;
  - (iv) its entry into, exercise of its rights and/or performance or compliance with its obligations under this Agreement do not and will not violate or contravene: (a) its constitutive documents, (b) any agreement to which it is a Party to or is otherwise bound, (c) any law or regulation or (d) any court, arbitral or administrative judgment or order;
  - (v) each signatory to this Agreement is duly authorized to sign this Agreement on behalf of the Party identified; and
  - (vi) it has (and will maintain) adequate facilities (including staff training, internal controls, and technical equipment) to: (a) to comply with its data protection and confidentiality obligations hereunder, and (b) to fulfil its obligations hereunder generally, including, but not limited to, obligations that are technical in nature; and
  - (vii) to co-operate and collaborate with each other in the all matters under this Agreement.

### Intellectual Property

26. For the purposes hereof, the term **"Intellectual Property"** shall mean all intellectual property and proprietary rights, including all present and future rights conferred by statutes, common law or equity in or in relation to any copyright, trademark, trade name, trade logo, trade slogans, service mark, industrial design, patent, layout design of integrated circuit, business method, domain name, trade secret, promotional material, software, algorithms, mask works, branding and any other intellectual property rights in any field or industry.
27. Unless expressed otherwise, all ownership to Intellectual Property of each Party shall belong to the Party generally, and any use, adaptation or amendments of Intellectual Property shall be subject to the prior written approval of the Party licensing the same. No Party shall use the other Party's Intellectual Property or mention the other Party in any public communication without prior written approval.
28. For the duration of the Agreement, each Party grants to each other a non-exclusive, worldwide, royalty-free, non-transferable license to copy, use and display: (a) any logo, trademark, and trade name owned by (or, to the extent that such Party is permitted to grant a sublicense, licensed to) the other Party for the purposes of this Agreement; and (b) such other forms of Intellectual Property as may be agreed by the Parties from time to time.
29. Each Party shall use the other Party's Intellectual Property in accordance with the latter Party's reasonable instructions having regard to the purpose of such use under this Agreement, each Party warrants that the grant of license herein shall not violate any third party's rights.

### Cooperation for Compliance with the Laws

30. The Buyer acknowledges that TNGD is obliged to comply with various financial and other laws and the Buyer hereby permits TNGD to conduct checks, audits, or investigation into the history of the transactions (together with any other relevant records and information) carried out by the Parties for this Agreement as part of TNGD's compliance with, in particular, the Anti-Money Laundering Anti- Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Guidelines on Electronic Money issued by Bank Negara Malaysia, and with the Laws and government authorities generally.
31. Parties agree to provide all necessary cooperation to the other Party to ensure compliance with the laws and to investigate any suspected illegal, fraudulent, suspicious, or improper activity.
32. In addition, the Parties undertake to comply with all other laws as may be applicable.

### Confidentiality

33. For the purposes hereof, the term **"Confidential Information"** shall mean any information or material which is: (a) marked as "Confidential", "Proprietary", or "Restricted"; (b) not generally known outside of the Parties (including their subsidiaries and affiliates) or otherwise not available to the general public at the time of the disclosure; and/or (c) under the circumstances surrounding disclosure, ought to be treated as confidential; and without derogating from the generality of the foregoing, the terms of this Agreement, business plans, models, methods, and strategies, client and customer lists, client and customer data, technical specifications, drawings and documents, and trade secrets shall be deemed confidential.
34. The Parties irrevocably undertake and covenant with each other that it shall not during and after the subsistence of this Agreement divulge, replace, copy, duplicate, reverse engineer, modify, tamper, disclose or transmit to any person whatsoever or otherwise make use of and to prevent the publication or disclosure of any Confidential Information unless prior written approval of the other has been obtained or where such disclosure is required by law.
35. On request from a Party (**"Disclosing Party"**), the other Party (**"Recipient Party"**) shall forthwith return to the Disclosing Party any Confidential Information which the Disclosing Party had previously supplied to the Recipient Party. Where such Confidential Information cannot for any reason be returned to the Disclosing Party, then the Recipient Party shall destroy such Confidential Information in such manner as the Disclosing Party shall prescribe.
36. Each Party may only disclose or use such information other than in connection with the performance of its obligations under this Agreement if required by law, authorized in writing by the other Party or if such information is or becomes through no default of either Party, public information, is lawfully received by the Party from a third party on an unrestricted basis, or is already known to the Party before receipt from the other party.
37. The obligation of confidentiality herein shall continue notwithstanding the termination or expiry of this Agreement.
38. Compliance with the Personal Data Protection Act 2010 - Parties shall at and its officers, employees, servants and/or agents shall at all times comply with the provisions of the Personal Data Protection Act 2010 (Act 709) as may be applicable and undertake to ensure confidentiality and privacy of all personal data received.
39. Secrecy - The Buyer and its officers, employees, servants and/or agents shall at all times comply with the secrecy provision under Section 133 of the Financial Services Act 2013.
40. Indemnity - The Recipient Party agrees to fully indemnify and hold the Disclosing Party harmless from and against any claim, loss or expense that the Disclosing Party may suffer as a result of the breach on the part of the Recipient Party, its personnel officers, employees, servants, representatives and/or agents of this Clause and/or failure to comply with the requirements as to confidentiality herein.
41. This indemnity shall survive the termination of the Agreement. For the avoidance of doubt, entities within the Disclosing Party group shall have the full benefit of and protection under this Clause through the Disclosing Party and the definition of Confidential Information (including

customer information), Personal Data and other information required to be held under the above secrecy provisions shall cover the entities within the Disclosing Party group, where applicable. The obligations herein shall survive expiration or termination of this Agreement.

### Taxes

42. Each Party shall be responsible for its own respective tax obligations deriving from the transactions contemplated in this Agreement.

### Default & Termination

43. Parties may elect to terminate this Agreement without assigning any reasons by providing the other Party a thirty (30) days' notice period in writing. All rights, obligations and benefits that accrued prior to the termination date shall be unaffected.
44. This Agreement may be terminated immediately for cause if (a) a Party receives a notice from regulatory authorities alleging concerns over the Products or the other Party; or (b) the reputation of Touch 'n Go eWallet is harmed and lead to unwanted or unfavorable publicity to TNGD, a written notice shall be issued to the Buyer, and such termination shall not affect the rights and/or liabilities already accruing to either Party up to the date of termination.
45. Events of Default - Without prejudice to other termination rights under this Agreement, the occurrence of any of the following events shall constitute a default (**"Default"**) of this Agreement:
  - (i) a Party commits a breach of any provisions of this Agreement and the breach is not remediable or fails to remedy such breach within fourteen (14) days after receipt of written notice from the non-defaulting Party of such breach;
  - (ii) a Party becomes insolvent or is wound-up or files or has a petition filed against it for its insolvency or winding-up or becomes unable to pay its debts generally as they fall due or makes a general assignment or arrangement or scheme of compromise with or for the benefit of its creditors or a liquidator, receiver, judicial manager, trustee, administrator, agent or similar officer is appointed for the defaulting Party or over all or a material part of the assets of the defaulting Party; or
  - (iii) a Party is dissolved and goes into liquidation either compulsorily or voluntarily, which in the case of voluntary dissolution, an exception is made for reconstruction or amalgamation approved by the other Party (which approval shall not be unreasonably withheld);
  - (iv) a Party ceases or threatens to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation approved by the other Party (which approval shall not be unreasonably withheld); or
  - (v) a Party violates, fails or refuses to comply with the laws, direction of any government authority, or the order of a court or tribunal having competent jurisdiction over the defaulting Party and such default is not remediable or not remedied within fourteen (14) days after receipt of written notice from the non-defaulting Party of such default.
46. Consequences of Default - If the Default is not remediable or not remedied within the time frames specified, the non-defaulting Party shall be entitled to forthwith terminate this Agreement by issuing a written notice to that effect and the following consequences shall ensure that all rights and obligations of the Parties shall cease to have any further effect and none of the Parties shall have any claims against the others for costs, damages, compensation or otherwise save in respect of any right of action already accrued to any of the Parties in respect of any breach, non-observance or non-performance or repudiation of any of the provisions of this Agreement by the other Party occurring prior to such termination or out of which such termination shall have arisen.

### Dispute Resolution

47. Any dispute shall in so far as it is possible be amicably settled, by mutual consultation and consent between the Parties and in this regard, the Parties shall be obliged to attempt a good faith resolution for a minimum period of fourteen (14) days from the date of the first of such attempts (by the issuance of a notice from either Party to that effect) before resorting to resolution through any legally binding forum or other methods.
48. For the avoidance of doubt, Clause 47 above shall not prejudice either Party's right to terminate this Agreement as provided in any other provision, including, but not limited to, Clause 45, and the obligation to attempt an amicable settlement shall not have the effect of suspending any time frames herein.

### Governing Law & Jurisdiction

49. This Agreement shall be governed by and construed in accordance with the laws of Malaysia (**"Laws"**) (without regard to conflict of laws principles) and the Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.
50. Parties shall comply with all Laws, including those relating to anti-corruption, anti-money laundering, personal data protection laws. In the event of any known unauthorized, unlawful, and/or unintended access, disclosure, alteration, loss, or destruction of personal data provided by TNGD, the Buyer shall immediately notify TNGD and cooperate with TNGD to investigate and remediate such incident and provide appropriate response and redress.

### Force Majeure

51. If either Party is prevented by any cause beyond its control (including but not limited to acts of God, war, fire, embargo, riot or disorder, major disruptions to the telecommunications and other networks upon which the Touch 'n Go eWallet is reliant, suspension by Government Authority

or any other event constituting a force majeure) from performing its obligations hereunder, the said Party shall not be under any liability for any loss suffered by the other Party as a result of the consequence of the non-performance and the affected party shall notify the other Party in writing immediately upon the occurrence of the force majeure event. The Parties may mutually terminate this Agreement upon the expiry of one (1) months period from the notice and the terms and conditions in Clause 48 shall apply mutatis mutandis.

52. An event of force majeure shall not include economic downturn (unless such economic downturn renders this Agreement commercially unviable), non-availability or insufficient funds or lack of financing on the part of any party to perform its obligations under this Agreement.
53. If this Agreement is terminated pursuant to any event of force majeure, all rights and obligations hereunder shall forthwith terminate and neither party shall have any claim against each other except for rights/claims subsisting prior to termination.

#### Liability

54. No Party shall be liable for any indirect, incidental, or consequential loss or damage of any kind, including damages for lost advantage, lost savings, loss of data or loss of profit, whether or not the responsible Party has been advised of the possibility of such damages or whether foreseeable or otherwise and regardless of the form of action whether in contract, warranty, strict liability, tort (including negligence of any kind), breach of statutory duty, or other forms of action.
55. Any limitation of liability agreed hereunder shall not apply, restrict, or exclude a defaulting Party's liability in cases of willful or intentional misconduct, or gross negligence by the defaulting Party in which case the defaulting Party shall be fully liable to indemnify the non-defaulting Party of all losses on a full indemnity basis. Without derogating from the generality of the foregoing, such acts shall include, but shall not be limited to:
- (i) any liability under this Agreement to pay any fees, commissions, and/or other consideration to TNGD together with any accrued interest thereon;
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) death and personal injury due to negligence;
  - (iv) damage to real and personal property;
  - (v) willfully malicious conduct;
  - (vi) breach of any Intellectual Property rights;
  - (vii) breach of the confidentiality obligations herein;
  - (viii) any acts or omissions which give rise to third party claims against the innocent Party; and
  - (ix) any other conduct to the extent that any exclusion or limitation is prohibited by the Laws.
- Notwithstanding anything to the contrary under this Agreement, TNGD shall not be liable for any damages or losses caused by reasons beyond its reasonable control.
56. Subject to the other provisions of this Agreement expressly excluding any limitation of liability, the aggregate liability of TNGD under this Agreement whether arising out of contract, tort, negligence or otherwise shall be limited to the amount as set out in Item 10(i) of the Form only.

#### Indemnity

57. Without prejudice to the other rights and remedies available in this Agreement or at law, each party agrees to indemnify and keep the other Party fully indemnified always from and against all claims, actions proceedings, losses, cost and expenses (including legal fees) which the Party may suffer or incur, arising from the other Party's acts, errors, negligence, breach of representations and warranties, and/or omissions or actions otherwise related to this Agreement.

#### Notices

58. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement or in connection therewith shall be given to TNGD and/or the Buyer following the details provided respectively and shall be deemed duly given: (i) if made in writing and delivered personally, on the date of delivery; (ii) if sent by prepaid registered post or

a recognized "next-day" courier service, on the third (3rd) business day; (iii) if by sent fax, when transmitted and provided receipt is confirmed; or (iv) if given by electronic mail, when such electronic mail is transmitted.

59. Either Party may notify the other Party in writing of a change to its name, address, addressee or facsimile number for the purpose of this collaboration provided that such notification shall only be effective on:
- (i) the date specified in the notification as the date on which the change is to take effect; or
  - (ii) if no date is specified or the date specified is less than seven (7) days after the date on which notice is given, the date falling seven (7) days after notice of any such change has been given.

#### Anti-bribery

60. In performing the obligations under this Agreement, the Parties will also comply with all applicable anti-bribery and anti-corruption laws (and related regulations and guidance). In particular, each Party hereby acknowledges and agrees:
- (i) to comply with the Malaysian Anti-Corruption Commission Act 2009, and that it shall not act in such a way that is or could be construed as a violation of these laws and requirements, including but not limited to offering a bribe or making a facilitation payment to a public official or to any other Party;
  - (ii) that it will ensure that its activities in connection or relating to its obligations under the Agreement will not cause the other Party to be in breach of any anti-bribery and anti-corruption laws (and related regulation and guidance);
  - (iii) that it will ensure that it has appropriate internal procedures within its organization to prevent bribery by its workforce and other people under its control; and
  - (iv) if a Party, in connection with or relating to its obligations under the Agreement, is asked to partake in any activity, that is in violation of any anti-bribery or anti-corruption laws, or becomes aware of any such conduct by its workforce or within its control and concerning or relating to the Agreement, such Party agrees to immediately report the details of this to the other Party.

#### Other Provisions

61. **No Partnership** - This Agreement shall not constitute a partnership or any agency between the Parties. No Party has the power or the right to bind, commit or pledge the credit or any other Party or the Company.
62. **Costs** - Each Party shall bear its own costs, legal fees and other expenses incurred in the preparation, negotiation and execution of this Agreement.
63. **No Waiver** - No failure to exercise or delay in exercising on the part of any Party any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or any other right, power or privilege.
64. **Severability** - In the event that any of the provisions of this Agreement is declared by any judicial or other competent Authorities to be illegal, invalid, void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.
65. **Entire Agreement** - This Agreement supersedes any previous agreement between the Parties in relation to the matters dealt with herein and represents the entire understanding between the Parties in relation thereto.
66. **No Variation** - Unless stated otherwise, this Agreement shall not be varied, modified or cancelled in any respect unless such variation, modification or cancellation shall be expressly agreed in writing by a duly authorized director or representative of each Party.
67. **Counterparts** - This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

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