

USER / MERCHANT AGREEMENT FOR SOUKAPAY SERVICES

YOU AGREE THAT THIS USER AGREEMENT WILL BE EFFECTIVE AS TO ALL USERS ON 1 JUNE 2021

BETWEEN

SOUKAPAY SDN. BHD. (Company No. 1397165-D), a company incorporated in Malaysia and having its registered and/or principal place of business located at No. 107, Blok 2, Tingkat 1, Laman Seri Business Park, Persiaran Sukan, Seksyen 13 40100 Shah Alam, Selangor Darul Ehsan (hereinafter referred to as "SOUKAPAY")

AND

USER or USER / MERCHANT of Soukappy Payment Service.

NOW IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

"Acts and Regulations"

means all relevant Acts and Regulations which govern and/or regulate Electronic Transactions and Commerce; but not limited to Patents Act 1983, Computer Crimes Act 1997, Digital Signature Act 1997, Copyright Act 1997, Consumer Protection Act 1999, Consumer Protection (Electronic Trade Transactions) Regulations 2012, Payment Systems Act 2003, Electronic Commerce Act 2006, Personal Data Protection Act 2010, Companies Act 2016, Contract Act 1950, Income Tax Act 1967, Finance Act 2018, Guidelines on Taxation for Electronic Commerce Transactions 2019, Evidence Act 1950 and Penal Code (Act 574)

"Agreement"

means this Agreement and the Privacy Policy including all amendments and modifications mutually agreed in writing by the Parties from time to time.

<p>"Soukapay", means representative company Soukapay Sdn. "we", "us" or "our"</p>	<p>means representative company Soukapay Sdn. Bhd, the brand owner of "Soukapay", an online payment processing service.</p>
<p>"Banks / Financial Institution"</p>	<p>means any organisation licensed and authorised by Bank Negara Malaysia that is engaged by Parties or either Party for the fulfilment of Soukapay Services.</p>
<p>"Business Day"</p>	<p>means any day (excluding Saturdays, Sundays and federal holidays) on which banks in Kuala Lumpur, Malaysia are open for business.</p>
<p>"Chargeback"</p>	<p>means a bank-initiated refund for a credit card purchase. Rather than request a refund from the USER / MERCHANT who facilitated the purchase, cardholders can dispute a particular transaction by contacting their bank and requesting a chargeback.</p>
<p>"Confidential Information"</p>	<p>means all information which prior to or upon its disclosure is designated as confidential by one Party ("Disclosing Party") to the other Party ("Receiving Party"), or which should reasonably be considered as information of a confidential nature by the Receiving Party.</p>
<p>"Consumer / Customer"</p>	<p>means a USER who is buying goods and/or services from a USER / MERCHANT and using Soukapay Services to authorise payments.</p>
<p>"Consumer Protection"</p>	<p>has the meaning ascribed to it in the Consumer Protection Act, 1999 and Consumer Protection (Electronic Trade Transactions) Regulations, 2012</p>

"Effective Date"	means the date of this Agreement.
"Information"	means any Account information that USER / MERCHANT provides to us, including but not limited to organization information, financial information, or other information related to USER / MERCHANT or USER / MERCHANT business.
"USER / MERCHANT"	means a USER who is selling goods and/or services to a Customer and using Soukapay services to collect and/or disburse payments.
"Parties"	means Soukapay and USER / MERCHANT collectively.
"Party"	means either Soukapay or USER / MERCHANT.
"Payment Method"	means the payment method used to pay a transaction. The following payment methods may be used (subject to availability): online banking, debit/credit/prepaid card, e-money, balance and redemption codes.
"Personal Data"	has the meaning ascribed to it in the Personal Data Protection Act, 2010 (PDPA) which means any information in respect of commercial transactions, which is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system; is recorded with the intention that it should wholly or partly be processed by means of such

equipment; or that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a data user, including any sensitive personal data and expression of opinion about the data subject; but does not include any information that is processed for the purpose of a credit reporting business carried on by a credit reporting agency under the Credit Reporting Agencies Act, 2010.

"Service Fee"

means the fee payable by USER / MERCHANT to Soukapay under this Agreement.

"Substantial Change"

means a change to the terms of this Agreement that reduces USER / MERCHANT rights or increases USER / MERCHANT responsibilities.

"Support Service"

means additional service as may be requested and required by USER / MERCHANT beyond Soukapay Services.

"Soukapay Account"

means an account that is registered in Soukapay Payment Service system under USER / MERCHANT.

"Soukapay Services"

means all our services such as Channel, Billing, Payment Form, API and any other features, technologies and/or functionalities offered by us on our website or through any other means.

"Trademarks"

means all trademarks and logos of Soukapay that exist now or in the future, both registered and non registered, all as may be specified by Soukapay from time to time.

"User" or "you" means any individual or organization using Soukapay Services including USER / MERCHANT.

"Website" or "Software" Means <https://soukapay.com>

1.1 Words bearing the singular in this Agreement shall include the plural and vice versa.

1.2 Titles and headings in this Agreement are used for convenience and ease of reference only, and in no way define, limit, extend or describe the scope and intent of this Agreement.

2. APPOINTMENT AND RELATIONSHIP

2.1 By registering a Soukapay Account via the Website, USER / MERCHANT hereby appoint Soukapay Sdn Bhd as an **AUTHORISED COLLECTION AGENT** for the provision of Soukapay Services in accordance with the terms of this Agreement and Soukapay hereby agrees to accept the appointment for the provision of Soukapay Services to USER / MERCHANT. As an AUTHORISED COLLECTION AGENT, Soukapay are not required to register with Bank Negara Malaysia (BNM).

2.2 In providing Soukapay Services, the Parties agree that Soukapay acts only as the Software for USER / MERCHANT to present bills and collect payments via Internet. Soukapay does not have any control over the goods and/or services that are transacted by the USER / MERCHANT. Accordingly, Soukapay does not have any onus or liability whatsoever to ensure that the Customers that transact with the USER / MERCHANT will in fact complete their transactions.

2.3 You acknowledge Soukapay is not a Financial Institution and has no control over the Financial Institutions uptime and availability.

2.4 Soukapay's online banking services are using FPX, which are provided by PayNet whereby Payments Network Malaysia Sdn. Bhd. (PayNet) is the holding company for the PayNet Group and duly registered with BNM.

2.5 Soukapay shall from time to time, reserve all its rights to adjust and amend the contents and interfaces of Soukapay Services and the Website, provided such adjustment and amendment shall not adversely affect Soukapay Services. We

will provide USER / MERCHANT with 30 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the USER / MERCHANT.

2.6 If such adjustment or amendment leads to necessary changes in USER / MERCHANT software or website, interfaces or operating procedures of the USER / MERCHANT, Soukapay will highlight this in the Substantial Change. You shall bear the costs at USER / MERCHANT end in relation to such adjustment and amendment, and in ensuring business as usual.

3. SOUKAPAY TERM OF SERVICE

3.1 We operate the Soukapay payment services gateway as an Authorised Collection Agent to enable USER / MERCHANT to receive payments through online banking. If you use the service, then you agree to these terms. Some content of the payment services may have additional or different terms and conditions that supplement these terms.

3.2 Soukapay may update these terms from time to time, and the changes will be effective after posting at the Website or notice to you. Continued use of the Soukapay indicates your re-acceptance of the revised terms. The most recent User / Merchant Agreement for Soukapay revision date for these terms is identified above. These terms are intended to apply evenly across many places and customs to ensure fairness, uniformity and better service levels for all users of Soukapay services. By using the Soukapay, you confirm that you have reviewed these terms with ample opportunity to get advice and to choose from other payment alternatives. Soukapay may reasonably rely on these understandings. Soukapay shall conduct due diligence upon the USER / MERCHANT from time to time, in ensuring the USER / MERCHANT business adhered to the terms and conditions of this Agreement. In any event, Soukapay reserves the right to terminate your access to all or any portion of the services at any time.

3.3 The Due Diligence process shall take place as soon as the USER / MERCHANT registration is approved by Soukapay. Soukapay has the rights to check and scrutinise all information about the USER / MERCHANT. Any information found to be in violation of Soukapay Policies, Principles and Ethics, Soukapay shall

issue an official reminder and/or notification through the USER / MERCHANT registered email.

3.4 If the USER / MERCHANT neglected and/or refused and/or ignored any reminder and/or notification issued, then Soukapay within Thirty (30) days has the rights without further reference towards the USER / MERCHANT; suspend or terminate the particular account.

4. SERVICE FEE

4.1 The Service Fee shall be in Malaysia Ringgit ("MYR") unless agreed otherwise.

4.2 Your Service Fee shall be based on USER / MERCHANT preferred pricing package:

(i) **Basic Package** (FPX): RM1.50 per transaction for settlement same business day.

4.3 You can stop using Soukapay at any time by stopping all collections, and USER / MERCHANT will continue to have access to USER / MERCHANT Soukapay Account subject to Clause 5, 6 and 7. To the extent permitted by the applicable law, the Service Fee is non-refundable. We may terminate USER / MERCHANT account at our discretion. There shall be NO REFUND for termination related to conduct that we determine, in our discretion, violates this Agreement or any applicable law, involves fraud or misuse, or is harmful to our interests or another user. Our failure to insist upon or enforce USER / MERCHANT strict compliance with this Agreement will not constitute a waiver of any of our rights.

4.4 Soukapay shall be entitled to revise the Service Fee. We will provide USER / MERCHANT with 10 Days' prior notice of any Substantial Change via email. For the avoidance of doubt, posting of the Substantial Change on the Website shall constitute an effective delivery of the Substantial Change to the USER / MERCHANT.

4.5 Notwithstanding any provision in the Agreement to the contrary, the payment for Service Fee is inclusive of SST.

5. SETTLEMENT PERIOD

- 5.1 Daily total collection (minimum RM1.00) shall be deposited automatically into USER / MERCHANT bank account except Saturday, Sunday and federal public holidays.
- 5.2 Settlement day shall be the next settlement day if the present settlement day is a federal holiday.
- 5.3 Next day means anytime between 00:00–23:59.
- 5.4 Your acknowledgement of settlement statement shall be provided on “best effort” basis based on the Financial Institutions uptime and availability.
- 5.5 Both parties shall adhere to the payment procedure as provided in Clause 4 as above mentioned.

6. CHARGEBACK

- 6.1 USER / MERCHANT that accepts payment via FPX or credit / debit card shall bear the chargeback by any Banks / Financial Institution.
- 6.2 Banks / Financial Institution chargeback is a bank-initiated refund for a FPX or credit / debit card purchase. Rather than request a refund from the USER / MERCHANT who facilitated the purchase, bank account holder or cardholders can dispute a particular transaction by contacting their bank and requesting a Chargeback. As such, all USER / MERCHANT shall be responsible to pay the amount of chargeback issued and/or requested by the Banks / Financial Institution.
- 6.3 In any event such Chargeback has been issued and/or requested by the Banks / Financial Institution, Soukapay shall issue an official notice via email to the USER / MERCHANT, informing of the same for the USER / MERCHANT earliest settlement.
- 6.4 Payments and/or Settlements by the USER / MERCHANT shall follow these procedures accordingly:
- 6.4.1 Chargeback initiated before the settlement process:

- 6.4.1.1 Soukapay shall wait for the Banks / Financial Institution investigation and reconciliation. If the finding shows no issue towards such claim, Soukapay shall therefore make payments / settlements to the USER / MERCHANT.
- 6.4.1.2 If the Banks / Financial Institution finding shows the issue towards such claim is User / Merchant Agreement for Soukapay genuine, caused by any act of crime and/or any acts as provided in Clause 7 and 8 of this Terms and Conditions; Soukapay shall returned the amount in dispute to the Banks. Thereafter, Soukapay shall inform the USER / MERCHANT officially via email of such payment and/or settlement.
- 6.4.1.3 Subsequent actions towards the USER / MERCHANT shall be taken by Soukapay according, as when and as determined by the Banks / Financial Institution next course of action.

6.4.2 Chargeback initiated after the settlement process:

- 6.4.2.1 If the Chargeback amount is less than Ringgit Malaysia One Thousand (RM1,000.00) only, Soukapay shall:
 - 6.4.2.1.1 Deduct any amount of money and/or payment received by the USER / MERCHANT account either via FPX or Credit Card until such amount in dispute and/or claim been satisfied in full. An official email shall be sent as when the deduction action been taken.
 - 6.4.2.1.2 If within One (1) month from the Chargeback Notice, such payment is not made into the USER / MERCHANT account; Soukapay shall issue a Notice of Demand to the USER / MERCHANT, requesting and demanding that such amount and/or any amount outstanding and/or relevant to be paid in full promptly.
- 6.4.2.2 If the Chargeback amount is more than Ringgit Malaysia One Thousand (RM1,000.00) only, Soukapay shall issue a Notice

demanding the USER / MERCHANT to pay immediately such amount and/or any amount outstanding and/or relevant to the claim or dispute.

6.4.2.3 If the payment as above mentioned is not made after One (1) month from the date of the Notice, Soukapay shall:

6.4.2.3.1 Disable the USER / MERCHANT's account.

6.4.2.3.2 If after Thirty (30) days of account disablement, the payment of such amount and/or any amount outstanding and/or relevant to the claim or dispute is not made; legal action shall be taken without further reference and hesitation towards the USER / MERCHANT.

7. WARRANTIES IN RESPECT OF THE USER / MERCHANT'S INFORMATION

7.1 The USER / MERCHANT is solely responsible for its Information and the USER / MERCHANT acknowledges that Soukapay's role is merely as a passive conduit for the online distribution of the USER / MERCHANT's bills and facilitating payment from the Customers to the USER / MERCHANT's account. Notwithstanding the foregoing, the USER / MERCHANT's Information shall at all times be subject to Clause 12 of this Agreement and Soukapay shall not use any of the USER / MERCHANT's Information for any other purpose which is not related to the provision of the Service pursuant to the terms of this Agreement without the prior written consent of the USER / MERCHANT.

7.2 The USER / MERCHANT shall use its best endeavours to ensure that the USER / MERCHANT's Information and the USER / MERCHANT's activities (including its User / Merchant Agreement for Soukapay payments and receipt of payments) that are transacted through the Service shall not:

- i. be false, inaccurate or misleading;
- ii. be fraudulent or involve the sale of counterfeit or stolen items;
- iii. be related in any way to gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers,

gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools);

- iv. violate Clause 8 of this Agreement;
- v. infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy;
- vi. violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti-discrimination, or false advertising);
- vii. be defamatory, libellous, unlawfully threatening or unlawfully harassing;
- viii. be obscene or contain pornography;
- ix. contain any viruses, Trojan horses, worms, time bombs, bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; or
- x. Jeopardise any reputation or liability for Soukapay or cause Soukapay to lose (in whole or in part) Soukapay services.

8. VIOLATIONS BY THE USER / MERCHANT

8.1 If the USER / MERCHANT intentionally and knowingly engage in any of the following acts, Soukapay shall be entitled, at its sole discretion, to limit the Service provided to the USER / MERCHANT or immediately terminate the Service and this Agreement by notice in writing to the USER / MERCHANT:

- i. Using the Service to receive payments directly or indirectly, for any sexually oriented or obscene materials or services in violation of Soukapay's policy;
- ii. Using the Service to receive payments directly or indirectly, for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any laws;

- iii. Using the Service to receive payments directly or indirectly, for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity;
- iv. Using the Service to receive payments directly or indirectly, for any counterfeit products;
- v. Using the Service to receive payments directly or indirectly, for any weapons including firearms, ammunition, high capacity magazines, air guns, explosives;
- vi. Using the Service to receive payments directly or indirectly, for any fireworks or User / Merchant Agreement for Soukapay pyrotechnic devices or supplies;
- vii. Attempts to tamper, hack, modify or otherwise corrupt the security or functionality of Service;
- viii. Using the Service for money laundering activities;
- ix. Using the Service for any illegal or immoral activities, including but not limited to such activities that violate the laws of Malaysia.

8.2 The Parties hereby agree that the damage that Soukapay may sustain as a result of a breach of Clause 6, 7 and 8 above by the USER / MERCHANT may be substantial, including but not limited to fines and other related expenses from its payment processors and service providers for which damages may not be an adequate remedy for such breach by the USER / MERCHANT and in view thereof, the USER / MERCHANT acknowledges that Soukapay shall be entitled to seek equitable relief, including but not limited to injunctions and specific performance, in the event of any such breach or threatened breach by the USER / MERCHANT.

8.3 In addition to Clause 9 below, the USER / MERCHANT further indemnifies Soukapay for any and all liability which Soukapay may incur pursuant to the provision of the Service, if the USER / MERCHANT are found to be in breach of this Clause 7 and 8.

9. DISCLAIMER AND LIMITATION OF LIABILITY

9.1 The Parties hereto agree that Soukapay shall not be held liable for any business expense, machine downtime or damages caused by any deficiency, defect or error in the Service or malfunction thereof and in no event shall Soukapay be liable to the USER / MERCHANT for any consequential or incidental damages, including but not limited to loss of profits, loss of turnover and/or loss of data.

9.2 The Parties hereby agree that Soukapay shall not be held liable in any manner whatsoever in the event there is a dispute between the USER / MERCHANT and any of the Customers, unless it can be reasonably proven by the USER / MERCHANT that such dispute arose, directly or indirectly, from the wilful negligence, fraudulent act, default or breach and/or acts or omissions by Soukapay in the provision of the Service under this Agreement.

9.3 The USER / MERCHANT shall not hold Soukapay, its holding company, subsidiaries, employees and its suppliers liable in any way for any losses or liabilities arising directly and solely from the fault of the USER / MERCHANT or authorised third parties directly relates to the USER / MERCHANT in connection with the use of or access to the Service.

10. IDEMNITY

10.1 The USER / MERCHANT shall indemnify Soukapay and hold Soukapay, its holding company, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand made or incurred by any third party due to or arising out of the USER / MERCHANT's breach of any of the terms of this Agreement or the violations of any provisions of law in connection with the Transactions contemplated under this Agreement.

11. INTELLECTUAL PROPERTY RIGHT

11.1 For the duration of this Agreement, Soukapay hereby grants USER / MERCHANT and its affiliates and related companies a royalty-free, non transferable and nonexclusive right during the Term of this Agreement to use the Trademarks on its websites and in any off-line promotional materials for the sole purpose to indicate that it makes use of the Service. The USER / MERCHANT shall use such Trademarks in accordance with Soukapay's directions for the use of such Trademarks as communicated in writing to the USER / MERCHANT. The USER / MERCHANT do not have a right of sub-license.

Soukapy may apply limitations to the right granted to the USER / MERCHANT under this paragraph at any time and at its sole discretion.

11.2 For the duration of this Agreement, the USER / MERCHANT hereby grants Soukapy and its affiliated companies an irrevocable, royalty free, non transferable and non exclusive right during the Term of this Agreement to use its trademark and log on their Websites and in off-line publications for the sole purpose of indicating that the USER / MERCHANT makes use of its Service.

11.3 All proprietary rights in the equipment, software (such as interfaces) and other materials used or made available by Soukapy in the performance of this Agreement, whether or not it is made available to the USER / MERCHANT, shall remain with Soukapy. The USER / MERCHANT shall only acquire such right of use as is explicitly granted hereunder.

11.4 Upon termination of this Agreement, the USER / MERCHANT shall forthwith withdraw any reference or related forms to Soukapy and/or the Service from its websites and shall forthwith cease the use of the Trademarks, and Soukapy shall cease any use of the USER / MERCHANT's trademark and logo.

12. CONFIDENTIALITY

12.1 During the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:

- i. keep the Confidential Information confidential;
- ii. not disclose the Confidential Information to any person save and except with the prior written consent of the Disclosing Party or in accordance with Clause 11.2;
- iii. not use the Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement; and
- iv. Comply at all times with the PDPA.

12.2 During the Term of this Agreement and unless prohibited by the PDPA, the Receiving Party may disclose the Confidential Information to its employees

and/or to the Financial Institution (hereinafter referred to as the "Recipient") to the extent reasonably necessary for the purposes of this Agreement.

12.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this Agreement.

12.4 The obligations contained in Clause 11.1 shall not apply to any confidential Information which:

- i. is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
- ii. is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party;
- iii. is subsequently becomes lawfully into the possession of the Receiving Party from a third party; or
- iv. Is disclosed by the Receiving Party pursuant to and in accordance with a relevant statutory obligation, an order of a court of competent jurisdiction or an order of a competent regulatory body.

13. REPRESENTATIONS

Each Party represents to the other that:

- i. it has all requisite power and authority to enter into this Agreement and to carry out the Transactions contemplated hereby;
- ii. it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement;
- iii. the execution, delivery and performance of this Agreement are duly authorised;
- iv. this Agreement is a valid and binding obligation of it; and
- v. The execution, delivery and performance of this Agreement and the consummation of the Transactions contemplated hereby do not conflict

with or violate its constituent documents, any other contract or agreement to which it is a party, any applicable laws or any order or judgment of any court or governmental authority.

14. NOTICES

14.1 All notices, statements, demands, requirements or other communications and documents required or permitted to be given, served or delivered to any Party under this Agreement (hereinafter referred to as a "Communication") shall be in writing in the English or Bahasa Malaysia language and shall be either delivered by hand or sent by pre-paid certified or registered mail (airmail in the case of all international Communication), with return receipt requested, to that Party at its address stated in the Website or sent by email to its email address stated at the Website or to such other address or email address as that Party may from time to time have notified the other Party as being its address or email address for purposes of this Agreement to the exclusion of all previously applicable addresses and facsimile numbers.

14.2 A communication shall be deemed to have been given, served or delivered:

- i. if delivered by hand, upon delivery;
- ii. if sent by mail, after three (3) Business Days of postage;
- iii. if sent by facsimile machine, one hour after its transmission if such time is during business hours in the place of its receipt or, if it is not, on the opening of business on the next Business Day, subject to its having in fact been received in legible form and with a copy thereof being sent by post; and
- iv. If sent by electronic mail, twenty-four (24) hours after e-mail is sent.

15. FORCE MAJEURE

If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or

interference, for so long as the non-performing Party uses reasonable efforts to resume performance.

16. GENERAL

16.1 Entirety

This Agreement and/or its' amendments from time to time sets forth and shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one Party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one Party to the other concerning such subject matter. As from the Effective Date, all previous arrangements, agreements, compromise, commitments, negotiation and moratorium executed hereto shall be superseded by this Agreement and/or its' amendments from time to time.

16.2 Waiver

The failure to exercise or any delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

16.3 Assignability

The Parties may not transfer any rights or obligations it may have under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assignees.

16.4 Severability

Any of the terms conditions, stipulations, provisions, covenants or undertakings contained herein which are illegal void prohibited or unenforceable in any respect under the law governing this Agreement or its performance, such illegality, invalidity or unenforceability shall be ineffective to the extent of such illegality, void, prohibitions or unenforceability without invalidating the remaining provisions hereof and any such illegality, void, prohibition or

unenforceability shall not invalidate or render illegal, void or unenforceable any other terms conditions stipulations provisions covenants or undertakings contained herein.

16.5 Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Malaysia, and the Parties hereby agree to submit to the exclusive jurisdiction of the Court of Malaysia.

16.6 Time

Time is of the essence of this Agreement.

17. PERSONAL DATA PROTECTION ACT 2010

17.1 The Parties are aware of the requirements of the PDPA in relation to Personal Data.

17.2 In the event Soukapay is provided or allowed access by the USER / MERCHANT to any Personal Data, Soukapay shall ensure that it fully complies with the provisions of the PDPA and only deals with such Personal Data for the purpose of complying with its obligations under this Agreement and for no other purpose.

17.3 Soukapay shall fully cooperate and assist the USER / MERCHANT in relation to:

- i. any complaint or request made in connection with Personal Data, including by providing the USER / MERCHANT with full details of the complaint or request;
- ii. any request made under the PDPA including a data access request, whereby it shall ensure that it meets the prescribed time periods set out in the PDPA and acts in accordance with the USER / MERCHANT's reasonable instructions; and
- iii. Any other reasonable request of the USER / MERCHANT including a request for any Personal Data held by Soukapay.

17.4 Pursuant to the PDPA, the USER / MERCHANT hereby acknowledges that it is required to and hereby undertakes to inform and obtain consent of its Customers with regards to the disclosure of any form of the Customer's

personal data to Soukapy for the purposes of Soukapy carrying out its Service for the USER / MERCHANT.

17.5 The USER / MERCHANT hereby agrees that it shall indemnify the Soukapy against any costs, loss, or damage which are incurred (whether direct or indirect) by Soukapy by reason of the contravention of this Clause 17.

18. CONSUMER PROTECTION ACT 1999 AND CONSUMER PROTECTION (ELECTRONIC TRADE TRANSACTIONS) REGULATIONS 2012

18.1 The Parties hereto are aware of the requirements of the abovementioned Acts and Regulations stated in Clause 19, in relation but not limited to Electronic Commerce Transactions and services provided herein.

18.2 Pursuant to the Acts and Regulations, the USER / MERCHANT hereby acknowledges that it is required to and hereby undertakes to inform and provide to its Customers all relevant information as warranted by the law.

18.3 The USER / MERCHANT hereby agrees that it shall indemnify the Soukapy against any costs, loss, or damage which are incurred (whether direct or indirect) by Soukapy by reason of the contravention of this Clause 17 and 18.

19. TAX

Both Parties shall hereby adhere to the Income Tax Act 1967 and Guidelines on Taxation for Electronic Transactions 2019. The Parties hereby acknowledge the followings:

19.1 Generally, income tax is imposed on the income of any person accruing in or derived from Malaysia.

19.2 Any income in relation to Electronic Transactions (hereinafter referred to as "e-CT") is deemed to be derived from Malaysia if it is associated to any activities in Malaysia regardless of whether that income is received in Malaysia or otherwise.

19.3 A non-resident person and/or an entity who and/or which derives income from e-CT may also be deemed to derive that income from Malaysia in relation to:

- i. Special classes of income; and
- ii. Royalty

And therefore are subjected to income tax law of Malaysia.

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