

VENDOR AGREEMENT

RECITALS:

We, Project Vacation Travel & Adventure Sdn Bhd (1320612-T) (**PV**), provide a platform services, technology and other intellectual property to aggregate tours, tickets, activities, entertainment transportation and/or other goods and/or services (**Services**) from **Supplier/Vendor** to End User or Reseller. This agreement ("**Agreement**") binds you the entity you represent ("**Supplier**") if you are a supplier of such Services. In consideration of the above and the terms, covenants and conditions set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. RATES AND RESALE

1.1 Supply

The Supplier/Vendor agrees to and must supply its Products & Services inventory in PV Marketplace and allow direct purchase by customers and also resales by Agents or Affiliate system to their customers (**Customers**).

1.2 Marketplace Rates

The Supplier/Vendor need to set a sale price, member price and agent price for the Products & Services in its account held with PV platform (**PV Vendor Account**).

1.3 Inclusive pricing

The Rates are inclusive of all taxes (including GST) and duties, commissions and any other fees, costs or other expenses payable by the Supplier and represent the full amount payable to the Supplier for the Services and the Supplier is solely responsible for the payment of these amounts.

2. PAYMENT QUANTUMS

2.1 Vendor fees

All bank charges, merchant facility charges and credit card charges relating to the collection of the Services Payments and all Rates will be paid by the Supplier/vendor including all amounts charged by the Banking/Payment Gateway Partner

As payment for the Marketplace and digital platform services provided pursuant to this agreement, vendor will be charged monthly together with commission percentage per transaction as per subscription.

3. PAYMENT SYSTEM

3.1 Account

The vendor must immediately set up an account by correctly adding all account details in “Setting” area in order to receive payments (**Payment Account**). Payments to the Supplier will be made directly through Billplz payment platform (**Banking Partner**).

3.2 Banking Partner fees

The Supplier/vendor agrees and acknowledges that it will be charged fees, expenses, conversion fees or any other amounts by the Banking Partner to set-up, administer, receive payments, convert money or otherwise manage its Payment Account and these amounts will be the sole expense of the Supplier/Vendor and the Supplier/Vendor is solely responsible for the set-up and administration of its Payment Account.

4. SET-TIME BOOKINGS AND VOUCHERS

4.1 Set –time booking cancellation

If a Service is booked to be provided to a Customer on a specific date and time, the Supplier must use the PV platform to elect to allow cancellation of the Service either:

- (a) 30 days before the specific date and time;
- (b) 7 days before the specific date and time; or
- (c) 1 day before the specific date and time, (referred to as the Permitted Cancellation Period).
- (d) or according to Supplier/Vendor set of Rules & Regulation

4.2 Set –time booking refunds

If a Service is cancelled within the Permitted Cancellation Period, the Supplier must refund the full amount of the Rates and the Services Payments to the Customer within the Refund Period from the cancellation.

4.3 No set-time booking cancellation

If a Service is not booked to be provided to a Customer on a specific date and the Customer is provided with a voucher for the Service, then the terms of issue of the voucher must include that the voucher is not able to be cancelled or refunded for a change of mind or after the specified expiry date.

5. REFUNDS

5.1 Notification of dispute

The Supplier/Vendor must immediately notify PV of any dispute it has with a Customer in relation to Services distributed by PV

5.2 Service dispute

If PV is notified or otherwise aware of a dispute in respect of Services distributed by PV then PV may in its discretion direct the Supplier to refund the Customer and the Supplier must promptly conduct the refund.

5.3 Other refunds

If any Rates or Services Payments are refunded or taken from PV or the Supplier/Vendor as refunds, charge-backs, preference payments, fraudulent payments or for any other reason ("**Forced Refund**"), the Rates otherwise payable to the Supplier/Vendor for those Services are not payable.

5.4 Supplier costs

Any credit card fees, merchant fees, banking transaction costs or other amounts incurred by a party in making refunds to Customers as well as any reasonable costs incurred by PV in investigating any complaint by a Customer seeking a refund or any other person will be the sole expense of the Supplier/Vendor and must be paid to PV on demand.

5.5 PV refund

If the Supplier/Vendor is required to provide a refund to a Customer, PV will also refund to the Customer any PV Fees received from that Customer in respect of the relevant booking.

6. INSURANCE

The Supplier/Vendor must maintain such comprehensive insurance policies with a reputable insurer as would be maintained by a careful and prudent person that offered similar Services to the Supplier/Vendor liability insurance throughout the term of this agreement.

7. SUPPLIER'S OBLIGATIONS

7.1 Service details

The Supplier/Vendor will upload comprehensive information in relation to the Products & Services to the PV Marketplace and will diligently ensure that all information uploaded is true, accurate and contains all the information needed by Customers to make and implement purchasing decisions. It is the sole responsibility of the Supplier/Vendor to keep all the information in PV platform current and correct at all times.

7.2 Terms and conditions

The Supplier/Vendor agrees and acknowledges that the PV Terms and Conditions and Terms of Use and Privacy Policy apply to all Services distributed by PV.

7.3 Terms of Use

The Supplier/Vendor warrants that it will not upload into the PV platform any text, photos or other material that is illegal, libellous, offensive, in breach of third party copyright or other property rights, or otherwise likely to give rise to reasonable complaint from Agents, Customers or other parties and will at all times follow and agrees to be bound by the Terms of Use and Privacy Policy.

7.4 Supplier Warranties

The Supplier/Vendor warrants that it has and will continue to:

- (a) hold all necessary licenses, permits and authorizations required or relevant to the provision of the Services;
- (b) it is authorized to provide and sell the Services and that it has in place operating and safety systems which enable it to provide the Services in a safe and appropriate manner;
- (c) provide all information reasonably requested by PV, including any information required to promote the services;
- (d) provide all Services sold by an agent in a professional and workmanlike manner with a high degree of care and diligence;
- (e) place and confirm all reservations for Services sold by an agent; and
- (f) provide the best possible customer service and experience to Customers.

8. PV Agents

8.1 The Agents

PV may, but is not required to, distribute the Services to any Agents whatsoever including any travel agents, tour operators, tourism related organisations, internet sites, software company and any other persons whatsoever.

8.2 Intellectual property

PV and its agent may, but are not required to, promote PV, Agents, Services and/or the Supplier/Vendor using promotional materials and the Supplier/Vendor hereby grants PV and its Agent the right to use any and all of its promotional material including without limitation photographs, videos, website content, designs, patents, copyright and any other intellectual property for the purpose of promoting PV, Agents, Services and/or the Supplier/Vendor.

9. PV'S RESPONSIBILITIES

9.1 Reservations and confirmation

Since PV uses real-time inventory management, confirmations will be provided instantly by the system. PV will use reasonable endeavours to ensure that PV or its Agents will issue vouchers to Customers for presentation to the Supplier/Vendor in any format at PV's sole and absolute discretion on the condition that the voucher must be in a form that allows the Supplier/Vendor and the Customer to wholly and correctly identify the booking.

9.2 Support

PV will provide a dedicated support mechanism for use by Supplier/Vendor that will enable the Supplier/Vendor to contact PV's employees during reasonable business hours.

10. INDEMNITY AND RELEASE

10.1 Indemnity

The Supplier/Vendor indemnifies and holds PV harmless against any third party action, notice, demand, suit, damage, debt, account, expense, cost, lien, loss, liability, proceedings, litigation (including legal costs and disbursements on a solicitor and own client basis), chose in action, investigation, verdict or judgment of whatever nature (**Claim**) against PV relating to or/in connection with:

- (a) the use of any intellectual property or other information belonging to or provided by the Supplier/Vendor to PV or its Agents;
- (b) the activities or operations of Supplier/Vendor;
- (c) any Claim from a Customer;
- (d) any Claim from an Agent;
- (e) any product or Service or other service of the Supplier/Vendor;
- (f) any act of omission of the Supplier/Vendor in relation to the Services; or
- (g) any breach of this agreement by the Supplier/Vendor.

10.2 Release

To the maximum extent permitted by applicable law and except as explicitly set forth in this agreement, PV disclaims any warranties, conditions or other terms, either expressed or implied, including any implied warranties, conditions or terms of merchantability, satisfactory quality or fitness for a particular purpose. PV or its Related Entities make^[SEP]no warranties or representations to the Supplier/Vendor whatsoever other than as stated in this agreement. The Supplier/Vendor hereby waives and releases PV from any liability (whether that liability arises in^[SEP]contract, tort (including negligence) or statute) for any consequential, incidental,

special or indirect damages or loss of profits arising out of or in connection with this agreement.

10.3 Limited liability

PV is not liable for indirect, special or consequential damages for any loss of revenue, profits, or data arising in connection with this agreement, regardless of whether PV has been advised of the possibility of such damages and the aggregate liability arising with respect to this agreement is limited to the amount paid or payable to the Supplier/Vendor pursuant to this agreement.

10.4 Intellectual property ownership

The Supplier/Vendor may have access to the intellectual property of PV in its dealings with PV, including its present and future rights to intellectual property including any documents, clients, correspondence, inventions and improvements, code, information, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula (Intellectual Property) and the Supplier agrees and acknowledges that and Intellectual Property created for or used in the business of PV or created by or used by the Supplier in the course of fulfilling its obligations under this agreement are the sole and absolute property of PV and may not be used, sold, disclosed to any other person or modified by the Supplier in any circumstances whatsoever other than in accordance with and as expressly permitted by this agreement.

11. TERM OF AGREEMENT

11.1 Term

The term of this agreement starts on the date that this agreement is entered into and continues for the Term and this agreement is automatically renewed for successive periods of one (1) year at the end of each prior period of one (1) year.

11.2 Termination with notice by PV

PV may terminate this agreement at any time with thirty (30) days advance written notice.

11.3 Immediate termination by PV

PV may terminate this agreement or suspend to distribute the Services with immediate effect and without prior notice if:

(a) the Supplier/Vendor is in breach of this agreement;

(b) in the reasonable opinion of PV, the Supplier/Vendor is unable or unfit to provide the Services; or

(c) the Supplier/Vendor is or, in the reasonable opinion of PV is likely to become, insolvent, and must provide written notice of the suspension or termination to the Supplier/Vendor within 7 days thereof.

11.4 Termination by either party

If written notice of termination is given by either the Supplier/Vendor or PV to the other party at least 14 days prior to the end of the then current term, this agreement will not be extended at the end of the term during which the notice is given and the agreement will terminate at the end of that term.

11.5 Effect of termination

Upon termination, the Supplier/Vendor must continue to supply all Services sold by Resellers prior to termination in accordance with this agreement and the payment provisions of this agreement will apply in respect of this Services and in all other respects, save where expressly stated otherwise in this agreement, PV and the Supplier/Vendor's rights and obligations contained in this agreement will cease.

12. MODIFICATION OF TERMS AND CONDITIONS

PV may, in its sole discretion, modify any of the terms and conditions contained in this agreement, at any time, with consent of the Supplier/Vendor or by notifying the Supplier/Vendor at its nominated email address in its PV platform or posting the new agreement on PV's website. If the Supplier/Vendor gives consent, the amendments are effectively immediately. If the Supplier/Vendor does not give consent and the terms are modified by notifying the Supplier/Vendor at its nominated email address in its Vendor Website or by posting the terms on PV's website, the Supplier/Vendor may terminate this agreement at any time within fourteen (14) days of the earlier of the date that the new agreement is posted on PV's website or emailed to the Supplier/Vendor. The Supplier/Vendor's continued supply of Services after this period is irrevocable and unconditional acceptance of the new agreement and its terms by the Supplier/Vendor.

13. NOTICES

13.1 Notices to the Reseller

PV may provide any notice to the Supplier/Vendor under this agreement by:

- (a) posting a notice on the PV website; or
- (b) sending an email to the email address the Supplier/Vendor has provided to PV or that is associated with the PV platform.

13.2 Setup

Notices PV provides by posting on its website will be effective upon posting and notices provided by email will be effective when sent. It is the Supplier/Vendor's responsibility to keep its email address current. The Supplier/Vendor will be deemed to have received any

email sent to the email address the Supplier/Vendor has provided to PV or that is associated with the PV platform when PV sends the email, whether or not it actually receives the email.

13.3 No objection

No objection may be made to the manner of delivery of any notice actually received in writing by an authorised agent of the Supplier/Vendor

13.4 Notices to us

The Supplier may provide notices to PV under this agreement by email to web@projectvacation.com. PV may change the email address for notices by notice to the agent.

14. GENERAL

14.1 Confidentiality

All matters directly or indirectly related to this agreement and the PV website and other information provided by PV (except to the extent such information is already publicly available) constitutes commercially sensitive and confidential information of PV. The Supplier/Vendor may use PV's confidential information only as permitted in accordance with this agreement and must take all necessary measures to avoid disclosure, dissemination or unauthorised use of PV's confidential information. The Supplier/Vendor agrees not to disclose any information provided by PV that is designated as confidential or that it should know is confidential to any third party without PV's prior written consent, unless it is legally compelled to do so, and provided that, where practicable, it first provides notice to PV.

14.2 Binding effect of this agreement

This agreement will bind the parties to it and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of them.

14.3 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

14.4 No adverse construction

Nothing in this agreement is to be interpreted against a party solely on the grounds that the party put forward the agreement or a relevant part of it.

14.5 No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

14.6 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

14.7 Waiver

PV's failure to enforce the Supplier/Vendor's strict performance of any provision of this agreement will not constitute a waiver of any right to subsequently enforce such provision or any other provision of this agreement.

14.8 Assignment

PV may assign this agreement at its sole discretion without consent of the Supplier/Vendor and the Supplier/Vendor may only assign this agreement with the prior written consent of PV.

14.9 Counterparts

This agreement may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one agreement.

14.10 Governing law

This agreement is governed by and must be construed in accordance with the laws of Malaysia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Malaysia.