



## **GRABMART Q3 PAYDAY DEALS CAMPAIGN 2023** **(Commercial Terms)**

- A. Merchant hereby agrees to participate in the following marketing programme offered by MyTeksi Sdn Bhd (Company No.: 201101025619), a company incorporated under the laws of Malaysia, having its business address at Level 17, 1 First Avenue, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan, Malaysia (“**Grab**”);

(Merchant and Grab together shall be referred to as the “**Parties**” and individually as a “**Party**”)

<b>1.</b>	<b>Marketing Programme</b>		GrabMart Q3 Payday Deals Campaign (“ <b>Q3 PDD Campaign</b> ”)
<b>2.</b>	<b>Campaign Period</b>	:	<ol style="list-style-type: none"><li>1. The Q3 PDD Campaign runs from July to September 2023.</li><li>2. Each Q3 PDD Campaign cycle starts on the 25<sup>th</sup> of each month and ends on the 7<sup>th</sup> of the following month as follows:<ol style="list-style-type: none"><li>(a) “July” cycle, i.e. 25.7.2023 – 7.8.2023</li><li>(b) “August” cycle, i.e. 25.8.2023 – 7.9.2023</li><li>(c) “September” cycle, i.e. 25.9.2023 – 7.10.2023</li></ol></li><li>3. Renewals are not automatic, and Merchant-Partners are required to actively opt-in for each cycle.</li></ol>
<b>3.</b>	<b>Campaign Mechanics</b>	:	<ol style="list-style-type: none"><li>1. The Q3 PDD Campaign offers GrabUnlimited users:<ol style="list-style-type: none"><li>(a) <u>Option 1</u>: RM10 off for each order placed on Merchant’s Store during each cycle with minimum order value of RM60 (goods value only, excluding tax, services charges and delivery fee); and/or</li><li>(b) <u>Option 2</u>: RM15 off for each order placed on Merchant’s Store during each cycle with minimum order value of RM90 (goods value only, excluding tax, services charges and delivery fee)</li><li>(c) Mex shall indicate which promotional option they would like to take part (i.e. Option 1 or Option 2; or both Options 1 and 2) upon signing up for the Q3 PDD Campaign, otherwise Option 1 shall be deemed to be the default choice.</li></ol></li><li>2. <u>Option 1: RM10 off with minimum order value of RM60</u><ol style="list-style-type: none"><li>(a) If Merchant-Partner participates less than 3 cycles:<ol style="list-style-type: none"><li>(i) The discounted amount of RM10 provided to End User will be borne by Grab and Merchant-Partners as follows:<ol style="list-style-type: none"><li>a. Merchant-Partner to fund RM4; and</li><li>b. Grab to fund RM3 plus RM3 ‘Free Delivery’ discounts.</li></ol></li></ol></li><li>(b) If Merchant-Partner participates the full 3 cycles, i.e. from</li></ol></li></ol>



			<p>July to September:</p> <ul style="list-style-type: none"> <li>(i) For the July and August cycles, the mechanics at para 2(a) will apply.</li> <li>(ii) For the September cycle, the discounted amount of RM10 provided to End User will be borne by Grab and Merchant-Partners as follows: <ul style="list-style-type: none"> <li>a. Merchant-Partner to fund RM2; and</li> <li>b. Grab to fund RM5 plus RM3 'Free Delivery' discounts.</li> </ul> </li> </ul> <p>3. <u>Option 2: RM15 off with minimum order value of RM90</u></p> <ul style="list-style-type: none"> <li>(a) If Merchant-Partner participates less than 3 cycles: <ul style="list-style-type: none"> <li>(i) The discounted amount of RM15 provided to End User will be borne by Grab and Merchant-Partners as follows: <ul style="list-style-type: none"> <li>a. Merchant-Partner to fund RM6; and</li> <li>b. Grab to fund RM6 plus RM3 'Free Delivery' discounts.</li> </ul> </li> </ul> </li> <li>(b) If Merchant-Partner participates the full 3 cycles, i.e. from July to September: <ul style="list-style-type: none"> <li>(i) For the July and August cycles, the mechanics at para 3(a) will apply.</li> <li>(ii) For the September cycle, the discounted amount of RM15 provided to End User will be borne by Grab and Merchant-Partners as follows: <ul style="list-style-type: none"> <li>a. Merchant-Partner to fund RM3; and</li> <li>b. Grab to fund RM9 plus RM3 'Free Delivery' discounts.</li> </ul> </li> </ul> </li> </ul>
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B. The Parties acknowledge and agrees that Merchant acts as GrabFood Merchant and enters into this Agreement pursuant to the Grab Merchant Agreement and/or the Grab Marketplace Agreement and are subject to the following Terms of Service:

- (a) Transport, Delivery and Logistics Terms of Service at <https://www.grab.com/my/terms-policies/transport-delivery-logistics>; and
- (b) Grab Marketing Solutions Terms of Service at <https://www.grab.com/my/terms-policies/gms-terms-of-service/>

The Parties agree the right and obligations under this Agreement is inclusive to the right and obligation envisaged under the Grab Merchant Agreement and/or the Grab Marketplace Agreement (whichever is applicable).

C. In the event of any conflict or inconsistency, the inconsistency shall be resolved by giving precedence in the following order:



- (a) Commercial Terms of the GrabMart Q3 PDD Campaign Agreement;
  - (b) GrabMart Q3 PDD Campaign Standard Terms & Conditions (Schedule 1);
  - (c) Grab Marketing Solutions Terms of Service (<https://www.grab.com/my/terms-policies/gms-terms-of-service/>);
  - (d) Grab Merchant Agreement & Appendices or the Grab Marketplace Agreement & Appendices (whichever is applicable); and
  - (e) Terms of Service: Transport, Delivery and Logistics (<https://www.grab.com/my/terms-policies/transport-delivery-logistics/>).
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.



**SCHEDULE 1**  
**GRABMART Q3 PDD CAMPAIGN**  
**STANDARD TERMS & CONDITIONS**

**1. AGREEMENT**

- 1.1 Parties agree to enter into this Agreement whereby the Merchant desires to participate in the marketing programme provided by Grab under which advertising targeting Grab users will be carried out via Grab's platform(s) by Grab and its Affiliates to promote Merchant's goods/products.
- 1.2 Nothing in this Agreement will require Grab to undertake any acts or perform any services, which in its good faith judgment would be misleading, false, libelous, unlawful, in breach of any laws, contractual obligation or otherwise prejudicial to Grab's interest. Grab reserves the right, at any time, temporarily or permanently, in whole or in part, to modify, suspend or discontinue the Programme. Merchant agrees that neither Grab nor any of its Affiliates shall be liable to Merchant (or to any third party) for the Programme, including for any modification, suspension or discontinuance of the Programme.

**2. TERM**

- 2.1 This Agreement shall continue to be in force during the selected Campaign cycle, as listed in item 2 of the Commercial Term, unless terminated in accordance with clause 11 of this Agreement.

**3. PARTIES' OBLIGATIONS**

**3.1 Merchant's obligations:**

- 3.1.1 In order to fulfil the Campaign, the Merchants authorises Grab to perform the services below:

- (a) promotions;
- (b) campaign/ marketing investments and initiatives;
- (c) online advertisement/ marketing materials; and/ or
- (d) any other initiatives that may be performed by Grab from time to time at its sole discretion whichever Grab deems necessary in its sole discretion whether it will be a combination of activities or a specific activity on behalf of the Merchants in connection with the GrabMart Q3 PDD Campaign.

- 3.1.2 In addition to the above, Merchant Partners also agreed:

- (a) to use its best commercial efforts, if requested by Grab, to take part in joint marketing, promotional or public relation activities for the GrabFood App;
- (b) to advertise and promote GrabFood services and each GrabMart Q3 PDD Campaign at all times
- (c) and warrants that the ordered item / food shall always be available when ordered by users using GrabFood App during the Term;



- (d) to provide Grab with all necessary documentation in the English language or such other languages as Grab may consider necessary to assist with the promotion of the GrabMart Q3 PDD Campaign, at no further cost to Grab;
- (e) to abide by the Terms of Service: (i) Transport, Delivery and Logistics as listed on <https://www.grab.com/my/terms-policies/transport-delivery-logistics/> and (ii) Grab Marketing Solutions on <https://www.grab.com/my/terms-policies/gms-terms-of-service/> and any other applicable terms as determined by Grab;
- (f) that the terms and conditions of the Grab Marketplace Agreement shall be observed and complied with at all time

### 3.2 Grab's Rights and Obligations

- (a) Grab shall use commercially reasonable efforts and considerations to market the Merchant's promotions.
- (b) Any termination from the Merchant after commencement of the Q3 PDD Campaign is not allowed. Grab reserves its right to continue the GrabMart Q3 PDD Campaign whereby Merchant will continued be required to provide the Selected Items at the discounted amount.
- (c) Grab reserves the right to modify the Campaign, or any part of it, for any reason at any time with or without notice to the Merchants. However, Grab may cancel and/or suspend the GrabMart Q3 PDD Campaign or any part of it by notifying the Merchants no later than 7 days prior to such cancellation and/or suspension of the GrabMart Q3 PDD Campaign.

## 4. PAYMENT TERMS

- 4.1 Grab reserves the right to deduct any outstanding amount payable by Merchant arising from the Q3 PDD Campaign from the Merchant Daily Settlement amount ("**Merchant Settlement Amount**"). "Merchant Daily Settlement" means total earnings from the orders on the day. Further, Grab shall have absolute discretion as to consider different methods of repayment, including but not limited to invoicing the Merchant of the pending amount ("**Invoicing Method**"). In the event Grab agrees to the Invoicing Method, the Merchant shall make payment within 30 days of the invoice, failure of which, shall result in the reinstatement of the Automatic Payment Method.

## 5. OWNERSHIP

- 5.1 All materials developed or prepared by Grab or its employees for the Merchant hereunder, including any Performance Data, that are subject to copyright, trademark, patent, or similar protection shall become the property of Grab and deemed "**Work Product**". The Agreement confers to the Merchant no rights of ownership or title or any other intellectual property rights in any tangible or intangible property, including software (including but not limited to Grab App, GrabFood or other software) and data (including but not limited to sales data, performance data, End User's data,) used, obtained or created under this Agreement. If such rights were nevertheless to have accrued to it for any reason whatsoever, Merchant will assign, dispose or otherwise transfer (and effect the transfer of) the full and exclusive ownership of all such rights to Grab or any other party designated by Grab, free of charge, or for a nominal fee. Merchant will use and process such software and data only for the purpose of the execution of the Agreement, will not claim any intellectual property rights, sell, assign, license, publish, lease or otherwise commercially exploit such software and data, and will immediately cease their use and processing upon termination of the Agreement or if so required by Grab at any time.
- 5.2 Notwithstanding the provisions of clause 5.1 above, it is understood that the Merchants often licenses materials from third parties for inclusion in Work Product. In such circumstances,



ownership of such licensed materials remains with the licensor, and the Merchants agrees that it remains bound by the terms of such licenses and that it does not obtain proprietary rights in such third party materials beyond the terms and conditions contained in the pertinent license. The Merchants will keep Grab informed of any such limitations and shall indemnify Grab for any breach or damages in relation to the license materials in the Work Product.

## **6. INTELLECTUAL PROPERTY**

- 6.1 Merchant agrees to permit Grab to use its name/logo/image/trademark(s) for purposes of their marketing efforts for GrabFood, marketing materials or in any other channel of communication via the internet or other medium. Merchant also agrees that where it has provided Grab with the name/logo/image/trademark(s) belonging to any third party to be used by Grab for purposes of advertising/marketing efforts for GrabFood, Merchant has done so pursuant to the express written approval of/license from such third party. For the avoidance of doubt, nothing in this Agreement shall be construed to have the effect of transferring or in any way divesting ownership in the intellectual property rights of each Party to the other Party.
- 6.2 Subject to clause 6.1, Grab agrees that any usage or mention of the Merchant's brand/name/logo/trademarks/products/services/ location information and/or images for purposes not relating to GrabFood or this Agreement, shall be subject to the Merchant prior approval.
- 6.1 Each Party retains all right, title and interest in and to its technology and Intellectual Property Rights. Neither Party acquires any rights in the foregoing from the other Party except as expressly granted under the Agreement; all other rights are reserved, and no implied licenses are granted. Neither Party shall attempt to register any distinctive trademarks or domain names that are confusingly similar to those of the other Party.

## **7. REPRESENTATIONS AND WARRANTIES**

- 7.1 Merchant represents and warrants to Grab that:
- (a) Merchant is a company duly organised, validly existing and in good standing under the laws of its place of incorporation. Merchants the company power and authority to perform its obligations under this Agreement;
  - (b) the execution, delivery and performance by Merchant of this Agreement has been duly authorised by all necessary company action, and does not and will not contravene the terms of Merchant's organisational documents, conflict with, or result in any breach or contravention of, any contractual obligation to which Merchant is subject to or any order, injunction, writ or decree of a governmental authority to which Merchant or its property is subject to or violate any requirement of applicable laws and regulations;
  - (c) Merchant shall not directly or indirectly, offer or provide any improper or corrupt payments, gifts or things of value to any person; and shall comply at all times with the anti-corruption/anti-bribery and anti-money laundering laws and regulations of all applicable jurisdictions which it operates in; and
  - (d) Merchant has relied upon its own judgment in entering this Agreement, after receiving legal and financial advice, and no inducements, representations or warranties, other than those expressly set forth in this Agreement have been given in respect of Grab, the Grab App, the Grab Service, the GrabFood App or this GrabMart Q3 PDD Campaign.

## **8. NO ANNOUNCEMENTS**

- 8.1 Grab and Merchant agree that they will not make public announcements or issue press releases that disclose the existence of or the terms of this Agreement, without the prior consent of the



other Party, which consent shall not be unreasonably withheld.

## **9. CONFIDENTIALITY AND DATA PROTECTION**

- 9.1 The Parties agree and undertake to preserve and maintain in confidence all Confidential Information received from the other Party except to the extent such information is public knowledge or becomes public knowledge other than by breach of this Agreement.
- 9.2 The foregoing obligations shall not apply to any Confidential Information which:
- (a) is or becomes generally available to the public through no action by the receiving party or its representatives in violation of this Agreement;
  - (b) was known to the receiving party or becomes available to the receiving party, on a non-confidential basis, from a source other than the disclosing party which is not known to the receiving party to be prohibited from disclosing such information by a contractual or legal obligation of confidentiality;
  - (c) is disclosed with the disclosing party's prior written consent;
  - (d) is or becomes generally known to companies engaged in the same or similar businesses as the Parties to this Agreement on a non-confidential basis, through no wrongful act of the receiving party;
  - (e) is independently developed by personnel having no access to the Confidential Information or otherwise independently obtained by the receiving party; and
  - (f) is required to be disclosed by law, court order, government directive or guidelines or where otherwise so required by any relevant authorities provided that the receiving party promptly notifies the disclosing party in writing of such demand for disclosure so that the disclosing party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.
- 9.3 Each Party shall establish, implement and maintain a security programme that protects the Data provided by the other Party (if any) and that includes all appropriate administrative, physical, procedural and technical information security safeguards to protect the other Party's Data from accidental, unauthorized or unlawful destruction, alteration, modification, access, disclosure or loss.
- 9.4 Each Party represents and warrants and covenants that its collection, access, use, storage, maintenance, disposal and disclosure of any and all Data provided by the other Party will comply with the applicable data privacy laws and regulations in the countries where they operated in.
- 9.5 The rights and obligations under this clause shall survive the expiration or termination of this Agreement.

## **10. TERMINATION AND DEFAULT**

- 10.1 Grab shall be entitled to terminate this Agreement by providing fourteen (14) days' written prior notice to Merchant without assigning any reason whatsoever.
- 10.2 Either Party may terminate this Agreement immediately by written notice to the other Party if:
- (a) the other Party commits a breach of this Agreement which shall not be capable of remedy;
  - (b) the other Party commits a material breach of this Agreement and fails to remedy the same within fourteen (14) days after receipt of a written notice giving particulars of the breach



and requiring it to be remedied;

- (c) the other Party enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction arrangement with its creditors or have a receiver appointed in respect of all or any part of its assets or takes or suffers any similar action in consequence of debt;
- (d) such termination is necessitated by any order or directive from any lawful, regulatory, governmental or statutory authority having jurisdiction over the matters herein;
- (e) such aforementioned directive or regulation expressly prohibits either Party from performing its obligations under this Agreement; or
- (f) both Merchant and Grab agree to a mutual termination.

10.3 In event of the termination of this Agreement by Grab, the current debts of Merchant to Grab will become payable together with all associated costs, as reasonably demanded by Grab.

10.4 Grab shall discontinue the use of the name, logos and/or trademarks of the Merchant upon the effective date of termination of this Agreement or expiry of the GrabMart Q3 PDD Campaign, whichever later.

10.5 The expiry or earlier termination of this Agreement shall be without prejudice to and shall not affect any pre-existing liabilities of either Party and shall not relieve either Party of those obligations that by their nature shall survive such expiration or termination.

10.6 The subsistence and validity of this Agreement shall be subject to, dependent and contingent upon the Grab Marketplace Agreement between Grab and the Merchant. Termination of the Grab Marketplace Agreement would automatically and immediately render this Agreement terminated. However, termination of this Agreement does not in any way affect the validity of the Grab Marketplace Agreement.

## **11. INDEMNITY AND LIMITATION OF LIABILITY**

11.1 Merchant agrees to defend, indemnify (and keep indemnified) and hold Grab and its Affiliates, and their agents, directors, officers, employees, successors and/or assignees, harmless from and against any claims, liabilities, damages, costs, judgments, losses or expenses (including reasonable legal fees on a full indemnity basis), arising out of or in connection with:

- (a) Merchants violation or breach of any terms, conditions, representations and warranties of this Agreement, including warranty with respect to the merchantable quality of the Product or any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein; and/or
- (b) Grab's enforcement or attempt to enforce the obligations of Merchant;
- (c) other than where any such claim, liabilities, damages, costs, judgments losses or expenses arises solely as a result of Grab's negligence.

11.2 The GrabMart Q3 PDD Campaign, and the services are provided on an "as is" basis. Except as expressly provided for in the Agreement, Grab makes no other representations or warranties of any kind, express or implied, including: i) the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; ii) that the GrabMart Q3 PDD Campaign and the services will meet Merchant's requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error or fulfill or attract the attention or participation of users, or it would increase or generate revenues for the Merchants; iii) that the information, content, materials, or products included on the GrabMart Q3 PDD Campaign or the Agreement will be as





represented by Grab, available on a timely manner, or that Grab will perform as promised; iv) any implied warranty arising from course of dealing or usage of trade; and v) any obligation, liability, right, claim, or remedy in tort, even if reasonably contemplated or if such other Party has been advised of the possibility of such loss or damage, unless arising from acts of fraud, negligence or wilful misconduct by Grab. Merchant acknowledges that any information and any materials provided by or through the GrabMart Q3 PDD Campaign or the Agreement may contain inaccuracies or errors and Grab expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by the laws.

- 11.3 Subject to clause 11.2, Merchant hereby agrees on its behalf and on behalf of Grab users to release Grab (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected therewith, provided such release will not apply where actual claims, demands or damages arise due to Grab's fraud, negligence or wilful misconduct.
- 11.4 To the fullest extent permitted by the laws, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Grab and Grab's affiliates and their respective officers, directors, partners, employees and contractors, and any of them, to Merchant and anyone claiming by or through Merchant, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Agreement from any cause or causes, it shall not exceed the total Grab funding that GRAB is entitled to receive from Merchant for the month preceding the date the liability arose, or to an equivalent amount of Ringgit Malaysia five hundred (RM500.00) (whichever lower). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by the laws.
- 11.5 The rights and obligations under this clause shall survive the expiration or termination of this Agreement.

## **12. NOTICES**

- 12.1 Any notice to be given to a Party shall be in writing and shall be delivered by hand or by prepaid, registered or recorded delivery post or by electronic transmission to the addressee at the address's Marketplace Agreement/ Merchant Agreement. Addresses for service may be varied by notice given in accordance with this clause.
- 12.2 Any notice shall be deemed to have been served; if delivered by hand, at the time of delivery; if sent by prepaid, registered or recorded delivery post, the postal receipt date; or if sent by electronic means with receipt confirming completion of transmission, at the date of transmission.

## **13. FORCE MAJEURE**

- 13.1 Neither Party shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations under this Agreement, if the delay or failure was due to a Force Majeure, provided that such Party shall:
- (a) as soon as practicable, serve on the other Party written notice thereof specifying the particulars of the Force Majeure event, the extent to which such Party is unable to discharge or perform its obligations, the reasons for the inability of such Party to perform or discharge its obligations and the estimated period during which such Party is unable to perform or discharge its obligations; and
  - (b) where applicable, promptly take and continue to take all action within its powers to minimise the duration and effect of the Force Majeure event on such Party.



- 13.2 For purposes of this Agreement, “Force Majeure” includes acts or events beyond such party’s reasonable control. This would include any a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law which materially affects performance of party’s obligation in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.
- 13.3 In the event the non-performance by Grab is caused by the outbreak of any pandemic or epidemic, including coronavirus outbreak, Grab may terminate this Agreement immediately with no compensation or damages awarded to the Merchant.

#### 14. ADDITIONAL TERMS

- 14.1 This Agreement, including the GrabMart Q3 PDD Standard Terms and Condition, Schedule 1, Grab Marketing Agreement, and the Terms of Service listed in <https://www.grab.com/my/terms-policies/transport-delivery-logistics/> and <https://www.grab.com/my/terms-policies/gms-terms-of-service/> constitutes the entire agreement between Parties concerning its subject matter.
- 14.2 Merchant is an independent contractor and is not an agent, representative, joint venturer, partner, employee, publisher, distributor or endorser of Grab, the Grab App, the Grab service or the GrabFood App. No fiduciary relationship exists between Grab and Merchant.
- 14.3 This Agreement will inure to the benefit of Grab, its successors and assigns and may be transferred by Grab to any party without Merchant’s prior approval upon notice to Merchant. This Agreement is personal to Merchant and it shall not, without the prior written consent in writing of Grab, assign, novate or otherwise deal with the whole or any part of this Agreement or its rights or obligations hereunder.
- 14.4 A delay or failure of any Party to exercise any right or remedy pursuant to this Agreement will not operate as a waiver or the right or remedy and a waiver of any particular breach will not be a waiver of any other breach. All rights and remedies under this Agreement are cumulative and the exercise of one right or remedy will not limit the exercise of any other right or remedy.
- 14.5 This Agreement is governed by and interpreted in accordance with the laws of Malaysia. Both parties hereby irrevocably and unconditionally consents to all disputes, controversies, or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be finally settled by arbitration in Malaysia at the Asian International Arbitration Centre (‘AIAC’), in accordance with the Rules of the AIAC which shall be conducted before an arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, by the Director of the AIAC. The award rendered by the arbitrators shall be final and binding upon both Parties.
- 14.6. Each Party is committed to conducting its business in an ethical manner and expects all its employees and parties with which it has a contractual relationship to conduct themselves with high ethical standards and to comply with applicable laws and regulations relating to anti-corruption, including but not limited to, the Malaysian Anti-Corruption Commission Act 2009, United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the laws and regulations where each Party resides (“**Anti-Corruption Laws**”). The Merchant shall review and comply with Grab’s Anti-Bribery and Corruption Policy and/or any other relevant rules provided by Grab.
- 14.7 Each Party represents and warrants that, to the best of its knowledge, neither it nor any person who (by reference to all relevant circumstances) performs services or acts for or on its behalf in any capacity (including, without limitation, employees, agents, related corporations, and



subcontractors) ("Representatives") has contravened, or procured or encouraged third parties (including, for the avoidance of doubt, the employees or any person acting on its behalf) to contravene Anti-Corruption Laws in connection with the Agreement.

- 14.8 The Merchant covenants that it has not and shall not, in all activities in connection with the performance of this Agreement, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything of value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business. The Merchant shall not instruct, cause or permit any third party to violate the conditions set forth in this clause on behalf of the Merchant or Grab.
- 14.9 The Merchant shall immediately notify Grab if, any person employed by Grab or acting on Grab's behalf or any of Merchant's Representatives, has contravened or attempted to contravene any Anti-Corruption Laws in connection with the Agreement, and shall take adequate steps to protect the interests of both Grab and Merchant. All notices to Grab in this regard should be sent to the following email address [whistleblowing@grab.com](mailto:whistleblowing@grab.com) or via filling up the following <http://go.grab.com/wb>.
- 14.10 Grab shall be entitled to terminate this Agreement forthwith if the other party or any of its Affiliates has contravened or attempted to contravene any Anti-Corruption Laws, whether in connection with the Agreement or otherwise. Such termination shall be without prejudice to Grab other rights and remedies whether under the Agreement or otherwise.
- 14.11 The Merchant agrees to keep accurate books, accounts, records, contracts, invoices and accompanying documentation (collectively, hereinafter "Documents") in connection with the transaction(s) contemplated by this Agreement and in connection with any other business transactions involving the Parties. Grab reserves the right to audit the Documents by itself or by outside auditors acting on Grab's behalf, upon notice. The Merchant agrees to fully cooperate in any such audit.
- 14.12 Grab may terminate the Agreement, or suspend or withhold payment effective immediately upon written notice to the Agency if it has a good faith belief that the Merchant has breached, or has caused a breach of this clause 14.12 Grab will not be liable for any claims, losses, or damages arising from or related to failure by the Merchant to comply with this clause 14.12 or related to the termination of the Agreement under this clause 14.12. The Merchant shall indemnify and hold Grab harmless against any such claims, losses, or damages.
- 14.13 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement. If further lawful performance of this Agreement or any part of it shall be made impossible by the final judgment or final order of any court of competent jurisdiction, commission or government agency or similar authority having jurisdiction over either Party, the Parties shall forthwith use their reasonable endeavors to agree amendments to this Agreement so as to comply with such judgment or order.