

TERMS AND CONDITIONS FOR SOFAX REWARDS PROGRAMME FOR STAKEHOLDER

These terms and conditions govern the Stakeholder's participation in the SofaX Rewards Programme operated by SofaX and the usage of its Services. This agreement constitutes a binding contract between the Stakeholder and SofaX (each a "**Party**"; collectively, "**Parties**"). By participating in the SofaX Rewards Programme and using the Services, you, as a Stakeholder, expressly agree to be bound by the following terms and conditions, including any appendices, annexures, schedules and addendum hereto, and the terms of service for the Business-to-Business Platform published on the SofaX Platform as well as the Terms and Conditions for SofaX Rewards Programme for Stakeholder, where applicable (collectively, the "**Agreement**").

SofaX reserves the right, at its sole discretion, to amend, modify or revise this Agreement at any time and without prior notice. In the event of any such amendment, modification or revision, SofaX will make reasonable efforts to notify the Stakeholder of such changes, including by email or instant message. Your continued participation in the SofaX Rewards Programme and usage of the Services shall indicate your acceptance of any such amendments, modifications or revisions.

1. DEFINITIONS AND INTERPRETATIONS

1.1. The following terms shall have the meanings set out below:

- (a) **Advertising Materials** means stickers, banners, flyers, leaflets, pamphlets, brochures or any other content, materials or media, whether physical or electronic, relating to or in connection with SofaX and/or the SofaX Rewards Programme, provided by SofaX to the Stakeholder for the performance of this Agreement;
- (b) **Business Day** means any calendar day, excluding Saturday, Sunday or any public holiday in Kuala Lumpur, Malaysia;
- (c) **Cashback** means points issued by SofaX under the SofaX Cashback Programme that can be used to set-off against the Customer Charges at a hundred percent (100%) utilisation rate. Cashback are managed and operated by SofaX;
- (d) **Customer** means a third party who purchases Products from the Stakeholder using the services on the SofaX Platform;
- (e) **Customer Charges** means the sale price of the Products purchased by the Customer plus all other taxes, duties, costs, charges and expenses in respect of the Products that are to be charged to the Customer;
- (f) **Commission** means the commission fee charged by SofaX to the Stakeholder based on the commission rate as set out in Annexure 1 of

the Agreement;

- (g) **Deduction** means Commission, Transaction Fee, refunds, taxes, any amounts reasonably required to cover potential or expected refunds and any other charges or amounts due to SofaX under this Agreement or otherwise;
- (h) **Net Customer Charges** means Customer Charges less any Points and Cashback utilised in a Qualifying Transaction;
- (i) **Points** means SofaX Points, Property Points and/or SofaX Rewards, as the case may be;
- (j) **Products** means any products or services that are offered for sale by the Stakeholder;
- (k) **Property Points** means SofaX Points purchased by property developers and awarded to Customers under the SofaX Rewards Programme through the SofaX Platform;
- (l) **Qualifying Transaction** means a sale transaction involving Points;
- (m) **Services** means the services provided by SofaX in relation to the SofaX Rewards Programme, consisting of the provision of Points to Customers, enabling Customers to utilise the Points, payment processing, marketing and advertising, and lead generation;
- (n) **Settlement** means the amount to be remitted by either the Stakeholder or SofaX, as the case may be, for each Transaction Period;
- (o) **Settlement Amount** means the amount derived from the difference between Points utilised in a Qualifying Transaction and Deduction;
- (p) **SofaX Cashback Programme** means the customer rebate programme operated by SofaX;
- (q) **SofaX IP** means Customers' personally identifiable information, SofaX Platform, SofaX's trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the SofaX Platform, all audio-visual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by SofaX or at SofaX's direction, or assigned to SofaX, and any materials, software, technology or tools used or provided by SofaX to promote, resell or distribute the goods and services and conduct its business in connection therewith;
- (r) **SofaX Platform** means any applicable platform operated and made available by SofaX, including but not limited to the SofaX mobile application, SofaX web application, and SofaX website;
- (s) **SofaX Points** means credit points issued under the SofaX Rewards

Programme that can be used to set-off against the Customer Charges at a hundred percent (100%) utilisation rate. SofaX Points are managed and operated by SofaX;

- (t) **SofaX Rewards Programme** means the loyalty programme operated by SofaX;
- (u) **SofaX Rewards** means loyalty points awarded by SofaX to Customers under the SofaX Rewards Programme through the SofaX Platform that can be used as a rebate or discount by deducting against the Customer Charges;
- (v) **Stakeholder's Designated Bank Account** means the designated bank account of the Stakeholder as specified by the Stakeholder during its registration process with SofaX. For the avoidance of doubt, if the Stakeholder is a body corporate, the designated bank account shall be in the name of such entity. If the Stakeholder is an individual, the designated bank account shall be in the name of such individual;
- (w) **Stakeholder IP** means the Stakeholder's name, logos, trademarks, service marks, domain names, as well as any audio-visual content, video recordings, audio recordings, photographs, graphics, artwork, text, and other content provided, specified, recommended, directed, authorised or approved for use by the Stakeholder;
- (x) **Transaction Date** means the date on which a Qualifying Transaction is completed, as recorded by the SofaX Platform;
- (y) **Transaction Fee** means the fee charged by SofaX to the Stakeholder for each Qualifying Transaction based on the rate set out in Annexure 2 of the Agreement;
- (z) **Transaction Period** means the period during which a Qualifying Transaction is completed, and it occurs on a weekly basis, from the first day of each week (Monday) to the last day of each week (Sunday); and
- (aa) **Third Party IP** means any third party's name, logos, trademarks, service marks, domain names, audio-visual recordings, video recordings, audio recordings, photographs, graphics, artwork, text, and other content provided, specified, recommended, directed, authorized, or approved for use by the Stakeholder.

2. SOFAX REWARDS PROGRAMME

- 2.1. Subject to the terms and conditions of this Agreement, SofaX agrees to grant the Stakeholder the right to participate in the SofaX Rewards Programme and provide the Stakeholder with the Services. The

- 2.2. Stakeholder agrees to pay SofaX the Commission for the Services.
- 2.3. For the purpose of this Agreement, all Points, including SofaX Rewards, SofaX Points and Property Points, are issued as a part of the SofaX Rewards Programme.

3. SOFAX'S RIGHTS AND OBLIGATIONS

- 3.1. SofaX may make available Advertising Materials to be prominently placed or displayed at the Stakeholder's premise. Any typographical, clerical or other error or omission in the Advertising Media shall be subject to correction without any liability for SofaX.
- 3.2. SofaX merely acts as an issuer of the Points and operator of the SofaX Rewards Programme and shall not be responsible for any transaction or contract entered between the Stakeholder and Customer.
- 3.3. SofaX reserves the continuing right to:
 - (a) request the removal of any Advertising Materials placed or displayed by the Stakeholder under this Agreement;
 - (b) vary, modify or amend the SofaX Rewards Programme, including but not limited to its framework and terms and conditions;
 - (c) vary, modify or amend the Points, including but not limited to its framework, formula, and terms and conditions; and
 - (d) suspend or terminate the SofaX Rewards Programme or any Points thereof;

at any time and for any reasons at its sole and absolute discretion without any compensation to the Stakeholder.

4. STAKEHOLDER'S RIGHTS AND OBLIGATIONS

- 4.1. By participating in the SofaX Rewards Programme and using the Services, the Stakeholder agrees that:
 - (a) the Stakeholder must permit the Customer to deduct any applicable Points against Customer Charges in a transaction where Points can be utilised;
 - (b) the Stakeholder shall not impose any additional conditions or charges on the Customer for the utilisation of Points;
 - (c) the Stakeholder is solely responsible for:

- (i) all transactions between the Stakeholder and Customer, including but not limited to verifying that the Points being utilised are valid and ensuring such transactions are authorised and not fraudulent. SofaX shall not be responsible for any losses, claims, damages, costs, and expenses incurred by the Stakeholder arising from or in connection with the transaction between the Stakeholder and Customer;
 - (ii) the Products, including but not limited to the conditions, quality and merchantability, guarantee, warranty, and legality thereof; and
 - (iii) any complaints and customer service issues relating to or in connection with the Products, including but not limited to the return, refund, recompense, or exchange thereof;
- (d) this Agreement shall prevail over the Stakeholder's own terms and conditions as well as any other terms, even if SofaX has been notified thereof and does not object to their validity;
 - (e) the Stakeholder may not contractually bind SofaX or make any representations on its behalf;
 - (f) the Stakeholder shall not engage in any unconscionable, false, deceptive, misleading, or fraudulent conduct; and
 - (g) the Stakeholder shall be in compliance with all consumer protection laws and any other applicable laws.
- 4.2. The Stakeholder shall only hand over or deliver the Products to the Customer upon collecting the Net Customer Charges from the Customer.

5. QUALIFYING TRANSACTIONS

- 5.1. The Merchant may only restrict the utilisation of Points:
- (a) with the Stakeholder's store discount, vouchers or promotions; or
 - (b) for transactions involving Products that are part of the Stakeholder's promotion.
- 5.2. All utilisation of Points must be logged via the SofaX Platform.
- 5.3. The Stakeholder shall not proceed with the utilisation of Points if:
- (a) the Qualifying Transaction involves instalment payment plans offered by SofaX or Cashback;
 - (b) the Stakeholder receives an error message or decline response when processing the transaction or Points;

- (c) the Points are determined or believed to be invalid or illegal;
 - (d) the transaction is determined to be unlawful or unenforceable;
 - (e) the transaction is for goods and/or services that fall under the list of restricted items as specified in SofaX's general terms of service published on the SofaX Platform, or is otherwise illegal; or
 - (f) instructed by SofaX accordingly.
- 5.4. SofaX shall be entitled to levy Commission on every Qualifying Transaction that has been processed by the Stakeholder and logged in the SofaX Platform, regardless of whether the Points are valid or have been properly processed.

6. REFUNDS AND RETURNS

- 6.1. Where the Stakeholder processes a refund or return related to a Qualifying Transaction, the Stakeholder must notify SofaX by initiating a refund request on the SofaX Platform.
- 6.2. The refund request must include proof of the Customer's request for return or cancellation of the transaction. SofaX reserves the right to verify the authenticity of the provided proof.
- 6.3. SofaX shall not process incomplete refund requests and shall, at its sole and absolute discretion, decide whether to approve the refund request.
- 6.4. In the event that the refund request is initiated before the Settlement and it is approved, SofaX shall remit the refund sum directly to the Customer on behalf of the Stakeholder. SofaX shall require the Customer to complete a request for refund details prior to processing the refund through online banking. In such circumstances, no Commission is chargeable on the refunded Qualifying Transaction.
- 6.5. In the event that the refund request is initiated after the Settlement and it is approved, the Stakeholder shall remit the refund sum directly to the Customer and any Commission paid by the Stakeholder to SofaX for such refunded Qualifying Transaction shall be refunded to the Stakeholder.
- 6.6. Any refund or return, whether approved by SofaX or otherwise, shall not make the Transaction Fee refundable, nor shall it relieve the Stakeholder from the obligation to pay such Transaction Fee.
- 6.7. In the event that the Stakeholder processes an exchange for Products in connection with a Qualifying Transaction, such an arrangement is solely between the Stakeholder and the Customer. SofaX shall not be liable or responsible for such an arrangement and shall not be obliged to make any refund, whether in respect of Points or Commission, to any party.

- 6.8. The Stakeholder is solely responsible for all refunds, returns or exchanges in connection with any Qualifying Transaction, including all associated costs. SofaX shall not be responsible for any losses, claims, damages, costs and expenses incurred by the Stakeholder arising from such refunds, returns or exchanges.

7. SETTLEMENT, BILLING AND PAYMENT

- 7.1. The Stakeholder acknowledges that SofaX acts as an intermediary for Customers to make payment through SofaX Platform to complete a Qualifying Transaction. Stakeholder grants SofaX authority to receive any funds in the name and for the account of the Stakeholder paid by the Customers through the SofaX Platform.
- 7.2. The Commission becomes due when the Qualifying Transaction is verified and logged in the SofaX Platform by the Stakeholder.
- 7.3. The Stakeholder shall be liable for the Transaction Fee. SofaX may waive the Transaction Fee for certain transactions. SofaX shall provide prior notice to the Stakeholder for the Qualifying Transactions that are not subject to the Transaction Fee.
- 7.4. SofaX reserves the right to amend the Commission and Transaction Fee rate or structure specified in Annexures 1 and 2 respectively by providing the Stakeholder with twenty-one (21) days written notice.
- 7.5. For the avoidance of doubt, in the event that both Cashback and SofaX Points or Property Points are used in a transaction, Commission shall only be charged once.
- 7.6. Stakeholder may deduct any Deduction from the Commission that is due and payable to SofaX in each Qualifying Transactions when calculating the Settlement.
- 7.7. SofaX shall issue a settlement report to the Stakeholder and, on a best effort basis, remit the Settlement to the Stakeholder within ten (10) Business Days from the end of each Transaction Period. The settlement report shall set out the Settlement Amount due and payable between Stakeholder and SofaX for the relevant period.
- 7.8. The Stakeholder shall remit the Settlement to the other Party within ten (10) Business Days from the end of each Transaction Period.
- 7.9. SofaX may withhold a portion of the Settlement due and payable by SofaX to the Stakeholder to offset any potential or foreseeable refunds or chargebacks.
- 7.10. If the Stakeholder discovers any discrepancy between their order report and the settlement report by SofaX, the Stakeholder must notify SofaX within thirty (30) days from the date of the settlement report together with

the relevant supporting documents. Failing to do so waives the Stakeholder's rights to raise any dispute, and they are deemed to have accepted the Settlement stated in the report.

- 7.11. If there is a dispute in relation to the Settlement stated in the settlement report, SofaX shall only remit the undisputed amount or part thereof to the Stakeholder prior to the resolution of the dispute.
- 7.12. The Stakeholder is solely liable for all taxes imposed or levied on them under applicable laws and arising as a result of or in connection with this Agreement or the transactions contemplated hereunder. If any payment by SofaX to the Stakeholder is subject to withholding taxes, SofaX shall deduct such taxes from the payment, pay the Stakeholder the net amount, and provide them with a receipt or equivalent document evidencing the withholding tax payment.
- 7.13. The Stakeholder must ensure that the details of the Stakeholder's Designated Bank remain up-to-date and accurate. SofaX is not liable for any wrongful remittance due to inaccurate details of the Stakeholder's Designated Bank.

8. DISPUTED TRANSACTIONS

- 8.1. In the event of any dispute, claim, or complaint arising from or in connection with any Qualifying Transaction between the Stakeholder and Customer:
 - (a) the Stakeholder shall be solely responsible and liable for settling such dispute, claim, or complaint. SofaX shall not be held responsible or liable in any way, unless the Stakeholder can reasonably prove that the dispute, claim, or complaint resulted directly or indirectly from SofaX's gross negligence, fraudulent act, material default or breach, material errors, and/or omissions under this Agreement;
 - (b) the Stakeholder shall investigate and take all reasonable steps to resolve such dispute, claim or complaint within fourteen (14) days of receiving such notification. The Stakeholder shall follow the procedures for handling disputes, claims or complaints that SofaX may advise from time to time. SofaX is not obligated to investigate any dispute, claim, or complaint;
 - (c) SofaX has the right to suspend processing of the related Qualifying Transaction or withhold any Settlement, or any part thereof, due and payable to the Stakeholder until satisfactory completion of any investigation or resolution of the dispute, claim, or complaint; and
 - (d) if the Stakeholder does not resolve the dispute, claim, or complaint within the stipulated time frame, SofaX shall assume that the Stakeholder is responsible for the dispute, claim, or complaint. The

Stakeholder shall bear all the costs incurred by SofaX in connection with the dispute, claim, or complaint, including the cost of reinstating relevant Points to the Customer. SofaX may set-off such costs under Section 7.6.

9. MARKETING

- 9.1. SofaX may make this cooperation orally, in writing or electronically, including but not limited to in press releases, public announcements and promotional materials publicising, advertising or promoting the Points or the SofaX Rewards Programme.
- 9.2. Except as expressly stated in this Agreement or required by the laws of any jurisdiction, the Stakeholder shall not make any public announcements or press releases, distribute marketing or promotional materials or otherwise make public communications, announcements or disclosures regarding the cooperation contemplated by this Agreement without SofaX's consent. If the Stakeholder is required by law to make a public announcement regarding any matter related to the cooperation contemplated by this Agreement, the Stakeholder shall solicit from and consider in good faith SofaX's feedback on the content of that public announcement.

10. INTELLECTUAL PROPERTY

- 10.1. SofaX grants the Stakeholder a non-exclusive, non-transferrable and revocable right to display the Advertising Materials for the sole purposes of this Agreement, for the duration of this Agreement. Without prior written consent from SofaX, the Stakeholder shall not alter, modify, or create derivative works of the Advertising Materials or any of SofaX IP.
- 10.2. The Stakeholder grants SofaX a non-exclusive, worldwide, royalty-free, paid-up, perpetual, irrevocable, transferable, and sublicensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish, and publicly perform the Stakeholder IP and Third-Party IP, in each case in connection with the SofaX Rewards Programme or Services in all media or formats now known or hereinafter developed ("**License**"). SofaX has sole discretion in using the Stakeholder IP or Third Party IP as contemplated in this Agreement.
- 10.3. SofaX owns all interest in and to the SofaX IP. The Stakeholder shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time-shift, display, perform, modify, or timeshare SofaX IP or any portion thereof, or use such SofaX IP as a component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access, or distribution, except that SofaX grants the Stakeholder a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license during the duration of this Agreement to use the SofaX Platform strictly for the performance of its obligations under this Agreement. For the avoidance of doubt, nothing in

this Agreement is intended to grant the Stakeholder any rights to any of SofaX IP except as expressly set forth herein.

11. TERM AND TERMINATION

- 11.1. This Agreement shall come into force upon acceptance and continue in effect unless terminated by either Party in accordance with this Agreement.
- 11.2. SofaX is entitled, at its sole discretion, to terminate this Agreement at any time for any reason upon written notice to the Stakeholder, without any compensation to the Stakeholder.
- 11.3. This Agreement will terminate immediately upon:
- (a) the provision of the SofaX Rewards Programme, or any part thereof, becoming untenable for any reason whatsoever, whether legally or commercially; or
 - (b) any breach by the Stakeholder of its obligations or covenants under this Agreement.
- 11.4. In the event that this Agreement is terminated due to the Stakeholder's breach of its obligations in accordance with Section 11.3(b), all amounts payable by SofaX to the Stakeholder may be forfeited as liquidated damages, without prejudice to SofaX's recourse for other rights or remedies available under applicable laws.
- 11.5. Except as expressly set forth in this Agreement, any fees paid by the Stakeholder are non-refundable in the event that the Stakeholder terminates this Agreement.
- 11.6. Upon the termination of this Agreement, the Stakeholder shall pay to SofaX all unpaid or outstanding amounts accrued through the effective date of the termination of this Agreement.
- 11.7. Following the termination of this Agreement, the Stakeholder shall, without being requested to do so, immediately delete all SofaX IP, Advertising Materials, and all other information and materials submitted to the Stakeholder under this Agreement, including but not limited to all personally identifiable information about the Customers. The Stakeholder shall have no right of retention in this respect. The Stakeholder shall, at SofaX's request, provide SofaX with written confirmation of the deletion.
- 11.8. Termination of this Agreement will not in any way affect the Stakeholder's obligation to accept redemption of any applicable Points issued prior to such termination in accordance with this Agreement.
- 11.9. Provisions in this Agreement that are intended to survive termination will

continue in full force and effect after the Agreement.

- 11.10. In addition to the provisions set out in this Section, the rights and obligations of either Party in respect of termination provided in the Terms of Service for Business-to-Business Platform, as published on SofaX Platform, which forms part of this Agreement, shall apply mutatis mutandis, as if they have been fully set forth in this Agreement. In the event of a conflict between the provisions of this Section and the rights and obligations in respect of termination provided in the Terms of Service for Business-to-Business Platform, the provisions of this Section shall prevail. For the avoidance of doubt, the termination of this Agreement does not automatically result in the termination of the Terms of Service for Business-to-Business Platform. Nevertheless, the termination of the Terms of Service for Business-to-Business Platform shall automatically result in the termination of this Agreement.

12. CONFIDENTIALITY AND PERSONAL DATA

- 12.1. The rights and obligations of either Parties with respect to confidentiality and personal data provided in the Terms of Service for the Business-to-Business Platform, published on SofaX Platform, which forms part of this Agreement, shall apply mutatis mutandis as if they have been fully set forth in this Agreement.

13. REPRESENTATIONS AND WARRANTIES

- 13.1. The SofaX Rewards Programme and the Services, or any part thereof, are provided on an “as-is” basis. SofaX makes no representation or warranty, whether express, implied or statutory, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, or non-infringement. SofaX shall have no liability arising from a failure of any security technology or procedure. SofaX does not warrant or guarantee that the SofaX Rewards Programme and the Services offered on or through the SofaX Platform will be available, accessible, uninterrupted, secure, accurate, complete, error-free, that the server that makes the same available is free from viruses, clocks, timers, counters, worms, software locks, drop dead devices, Trojan horses, routings, trap doors, time bombs or any other harmful codes, instructions, programmes or components or that the SofaX Rewards Programme and the Services will result in any revenue or profit for the Stakeholder.

14. INDEMNIFICATION

- 14.1. The Stakeholder agrees to defend, indemnify, and hold SofaX, its affiliates and related entities, and any of its respective officers, directors, agents, and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses, including but not limited to reasonable attorneys’ fees and costs, including expert fees, arising out of or

relating to any of the following:

- (a) any breach or alleged breach by the Stakeholder of this Agreement, or the representations and warranties made in this Agreement;
- (b) the Stakeholder's fraud, negligence, or wilful misconduct;
- (c) any claim for state sales, use, or similar tax obligations of the Stakeholder arising from the sale and redemption of the Points;
- (d) any claim by any local, state, provincial, territorial or federal governmental entity for unredeemed Points or unredeemed cash values of Points or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest;
- (e) any claim arising out of a violation of any law or regulation by the Stakeholder governing the Stakeholder's Products;
- (f) any claim arising out of actual or alleged infringement of any intellectual property rights provided by the Stakeholder to SofaX;
- (g) any claim by a Customers or anyone else arising out of or relating to the Products provided by the Stakeholder and/or pick up of the Products at the redemption site, including but not limited to any claims for false advertising, product defects, personal injury, death, or property damages; and
- (h) any claim arising out of the Stakeholder's or its third party's misuse of personal data or any violation of an applicable data privacy or security law.

14.2. SofaX will promptly notify the Stakeholder of any claim that is subject to Section 14.1. SofaX reserves the right to control its own defense and appoint its own defense counsel, regardless of the presence or absence of a conflict of interest between SofaX and the Stakeholder. The Stakeholder may defend, compromise, settle, or otherwise dispose of a claim, but it shall not agree to any disposition or settlement of a claim that admits liability or imposes duties of performance or payment on SofaX without SofaX's prior written consent. If the parties agree to settle a claim, the Stakeholder will not publicise the settlement without first obtaining SofaX's written permission.

15. LIMITATION OF LIABILITY

15.1. Except for the Stakeholder's indemnification obligations hereunder, neither Party shall be liable or obligated to the other Party or any third party for any loss of profits or business, special, incidental, exemplary,

consequential, punitive, or indirect damages regardless of the form of action, whether in contract, tort or otherwise, even if informed of the possibility of such damages in advance. SofaX's sole and complete liability to the Stakeholder for any claims arising out of or relating to this agreement, or any errors, omissions or misplacements of any Points, is limited to the amount of fees retained by SofaX hereunder for the preceding six (6) months after final calculation and reconciliation of all refunds. This limitation of liability applies to the maximum extent permitted by applicable law and notwithstanding the failure of any limited remedy.

- 15.2. The aforementioned limitation of liability shall also apply to the personal liability of SofaX's employees, representatives, and executive bodies.
- 15.3. Except as expressly set forth in this Agreement, any claim of the Stakeholder under this Agreement must be notified to SofaX within ninety (90) days from the time the claim became known or should have become known to the Stakeholder. For the avoidance of doubt, SofaX will not be liable for any claim made by the Stakeholder after the said deadline.

16. NOTICE

- 16.1. SofaX may give notice by written communication sent by registered mail, prepaid post, or electronic mail to the Stakeholder's address in SofaX's record. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting if sent by registered mail or prepaid post or one (1) hour after sending if sent by electronic mail.
- 16.2. The Stakeholder may give notice to SofaX by letter sent by courier or registered mail to SofaX using the contact details provided in the SofaX Platform. All notices given by the Stakeholder under this Agreement will be deemed given as of the day they are received.

17. ASSIGNMENT

- 17.1. The Stakeholder cannot assign, transfer, or subcontract all or part of its rights and/or obligations deriving from the Agreement without the prior written consent of SofaX. SofaX may assign, transfer, or subcontract all or part of its rights and/or obligations deriving from the Agreement.

18. WAIVER

- 18.1. The failure of a Party to exercise its rights in the case of a breach of the contract by the other Party will not be considered as a waiver of its rights under the Agreement or under the laws.

19. SEVERABILITY

- 19.1. If any term, condition, or provision of this Agreement should be held to be invalid, unlawful, or unenforceable to any extent, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law, and the tribunal will preserve, as far as possible, the original intention of the Parties with respect to the severed term, condition, or provision.

20. SURVIVAL

- 20.1. Following the term of this Agreement, any and all provisions set forth herein, which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including but not limited to the provisions respecting confidentiality, representations & warranties, indemnifications, limitations on liability, ownership, and accrued payment obligations.

21. RELATIONSHIP OF PARTIES

- 21.1. The Stakeholder and SofaX are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative relationship or exclusivity between the Parties. The Agreement will not establish any relationship of employment between the Parties or with any person who provides services to either Party. The Stakeholder will have no authority to make or accept any offers or representations on behalf of SofaX.

22. THIRD PARTY RIGHTS

- 22.1. The Agreement and all its representations, warranties, covenants, conditions, and provisions are intended to be solely and exclusively for the benefit of SofaX and the Stakeholder. Except for the rights of Customers against the Stakeholder, nothing in the Agreement, either express or implied, will be construed as conferring upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

23. GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1. This Agreement shall be governed by and construed in accordance with the laws, without regard to the conflict of laws principles. Any dispute, controversy or claim arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre located in Kuala Lumpur, Malaysia, in accordance with the Arbitration Rules of the Asian International Arbitration

Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of arbitration shall be Kuala Lumpur, Malaysia. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be in English.

24. ENTIRE AGREEMENT

24.1. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter. If any provision of the Agreement is held to be void or invalid, that fact will not affect any other provision, and the remainder of the Agreement will be deemed modified so that it is valid and enforceable to the maximum extent permitted by laws. Failure by either Party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision. The Agreement will apply to the relationship between the Parties in addition to any specific terms agreed to herein.