

MYEG SERVICES APPLICATION SYSTEM DEALER LICENCE AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS USER REGISTRATION. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT REGISTER YOUR ORGANISATION FOR THE MYEG SERVICES APPLICATION SYSTEM OPERATED BY MYEG TWOCAR SDN. BHD. ("MYEG")

This Dealer Licence Agreement (the "**Agreement**") is a legal agreement between you and MYEG.

Please note that the terms "Dealer", "Merchant," "you," and "your" refer to the individual or entity who is a user of MYEG Services system, as well as all of your designated agents, including your administrative contact and personnel.

This Agreement sets forth the terms on which MYEG will grant to you the right to use and the restrictions on your use of the MYEG's application system on the internet, and all subsequent versions thereof offered by MYEG (collectively, the "**Application System**"). The Application System shall include all associated server and client software components, MYEG Services Trademarks (as defined below), media, printed materials, online or electronic documentation. By downloading, installing, copying, or otherwise using the Application System, you acknowledge that you have read, understand, and agree to be bound by all of the terms of this Agreement.

This Agreement applies in addition to the MYEG Terms of Service and any other agreements which you have entered into with MYEG (collectively, the "**User Agreements**"). We may amend this Agreement at any time by posting a revised version on our website, located at www.myeg.com.my.

The revised version will be effective at the time we post it, and any use of the Application System by you after any such amendment is posted will constitute your agreement to that amendment. All capitalized terms used but not defined in this Agreement are defined in the MYEG Terms of Service.

The Application System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Application System is licensed, not sold.

1. LICENCE OF THE APPLICATION SYSTEM

1.1. **Grant of Licence.** Subject to all of the conditions and restrictions set forth in this Agreement, MYEG hereby grants to you the following revocable, non-exclusive, non-transferrable rights and licence of the Application System:

- 1.1.1. to use the Application System to undertake registration and transfer of motor vehicle ownership and such other transactions and in the manner prescribed by MYEG, using internet provided that you make available in your premise(s) working computer system(s) meeting specification requirements set by MYEG. Use of such computer system(s) by you for the MYEG Services Application System must be guaranteed by you whether or not you actually own the computer(s);
- 1.1.2. you must ensure that the computer(s) used must:
 - 1.1.2.1. meet the specifications set forth in the Application System, including running a validly licenced copy of an operating system for which the Application System was designed;
 - 1.1.2.2. are on your premises, under your direct control (collectively "**Authorised Terminals**");
 - 1.1.2.3. use the biometric MyKad Biometric Reader devices provided by MYEG for the MYEG Services Application System. You shall purchase such MyKad Biometric Reader devices supplied by MYEG to be set by MYEG at the prevailing rate. The warranty period of one (1) year for MyKad Biometric Reader will be effective from the delivery order issuance date. You shall must undertake proper upkeep and safety of the reader(s).
- 1.1.3. you must make available data line connection for connection to the internet from DEALER premise(s). You guarantee that such data line(s) is/are always available for connection to the Application System by you whether or not you actually pay for such data line(s);

- 1.1.4. you will indemnify MYEG from any and all damages caused by any actions taken by third parties on MYEG for your use of computer(s) or data line(s) owned by such third parties to run the Application System;
 - 1.1.5. you may sublicense the right to use the Application System to your other locations (or branches) provided:
 - 1.1.5.1. you use such components of the Application System only on an Authorised Terminal;
 - 1.1.5.2. you are bound by this Agreement;
 - 1.1.6. you may only utilise those MYEG Services Trademarks included by MYEG in the Application System and only in connection with the use, distribution, and sublicense of the Application System in a manner authorised by this Agreement;
 - 1.1.7. you shall apply and maintain a prepaid account with MYEG for the purpose of payments for registration and transfer of motor vehicle ownership applications submitted to the Jabatan Pengangkutan Jalan (JPJ) at the prescribed rate set by MYEG;
 - 1.1.8. you shall indemnify MYEG from any and all damages caused by your purchase of any blacklisted, stolen, or damaged motor vehicles, motor vehicles with outstanding loans provided by financial institutions or any other parties, or any motor vehicles considered not transferable by JPJ for whatsoever reason(s);
 - 1.1.9. you shall settle any and all outstanding loans or motor insurance obligations on motor vehicles prior to submitting applications through the Application Systems to JPJ;
 - 1.1.10. JPJ enforcement on interim ownership to be valid for six (6) months only. On the expiry of the six (6) months period, you shall initiate an application for permanent transfer of the vehicle in the normal way and pay the prescribed fee for permanent transfer together with the prescribed service fee, otherwise MYEG may initiate the automatic permanent transfer of the vehicle to you, and MYEG may the Application System and MYEG's services and you will be unable to perform any interim ownership transfer transaction until such time as MYEG deems fit and all fees incurred for automatic permanent transfer together with the service fee are repaid by you to MYEG; and
 - 1.1.11. you shall meet all vehicle ownership and transfer regulations set by JPJ.
- 1.2. **Licence and Not Sale.** You acknowledge that the Application System is licenced and not sold to you. MYEG and its licensors own and retain all rights, title, and interest in the Application System, any modification thereto, and any related patent, trade secret, copyright, trademark and other intellectual property rights therein, regardless of any participation or collaboration by you in the design, development or implementation of the Application System or any part thereof.
 - 1.3. **Rights in Content.** All right, title, and interest (including all intellectual property rights) in and to all contents posted or displayed on, downloaded from, or otherwise accessed through the Application System:
 - 1.3.1. is and shall remain the property of the applicable content owner;
 - 1.3.2. is subject to the terms and conditions of the MYEG's Terms of Service, and
 - 1.3.3. is protected by all applicable copyright and other intellectual property laws and treaties.

2. DEALER'S RESTRICTIONS AND OBLIGATIONS

- 2.1. **Restrictions on Use of Application System.** You will not and will not permit any third party to:
 - 2.1.1. use or reproduce any of the Application System in source code format;
 - 2.1.2. distribute, disclose or allow use of the Application System in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party other than your authorised staff;
 - 2.1.3. decompile, disassemble, or otherwise reverse-engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Application System by any means whatsoever;
 - 2.1.4. modify or create derivative works based on the Application System, or alter the Application System in any manner whatsoever; or
 - 2.1.5. rent, lease, sell or otherwise transfer (except as provided herein), or distribute copies of the Application System to any person or entity other than your authorised staff. You will cooperate

with us, and will render all reasonable assistance requested by us, to assist us in preventing and identifying any use of or access to the Application System, by you or otherwise, in violation of the terms and restrictions of the licences granted herein or any other breach of this Licence Agreement.

- 2.2. **Authorised staff.** You shall ensure that each authorised staff shall have agreed to the terms of this Agreement for use of the client components of the Application System, as in effect from time to time prior to any use of the Application System on any Authorised Terminal. In the event that MYEG amends or otherwise alters the terms of this Agreement during the Term (as defined in Section 4.2 below), you will ensure that each authorised staff shall have agreed to the terms of this Agreement as so amended or altered prior to any use of the Application System by such authorised staff after the effective date of such amendment or alteration.
- 2.3. **Reports and Data.** Throughout the Term, including but not limited to the online registration of the Application System, all information, data, and content submitted by you to MYEG shall be true and accurate and free from any material errors or omissions.
- 2.4. **Internet Access; Updates.** You shall provide online internet access to all Computers and Authorised Terminals:
- 2.4.1. at all times during which the Application System is offered for use by authorised staff, and
- 2.4.2. such additional time(s) as shall reasonably be necessary to permit the Application System to self-update, including but not limited to the download and installation of any software patches, fixes or work-arounds, upgrade of the Application System to the latest version, and update of any applicable content or other documentation associated with the Application System (collectively, "Updates").

All Updates will be carried out via data transmission (via download from an MYEG designated download page). Any supplemental software code, application, program, or documentation provided to you as part of any Update shall be considered part of the Application System and subject to the terms and conditions of this Agreement.

- 2.5. **Advertisements Within Application System.** You understand and agree that online and other electronic advertisements, including text, graphics, photographs, audio, video or in other audio visual form (collectively, "**Advertisements**"), will be displayed on or transmitted through the Application System. MYEG shall have sole control over the number, content, and placement of all Advertisements, and all revenue or other benefits associated with such Advertisements shall belong solely to MYEG. You further understand and agree that such Advertisements are essential to enabling MYEG to provide the Application System to you free of charge. At all times during which the Application System is offered for use by authorised staff, you shall not, nor shall you permit any third party to alter, remove, replace, interrupt, block, or obscure any such Advertisement, whether manually or through any software application, program, code, or device.
- 2.6. **Third Party Data Protection.** Unless you receive the express consent of any Third Party, you may not retain, track, monitor, store, use or otherwise process any personal data of any Third Party, including any financial or personally identifiable information (collectively, "Third Party Data"). All Third Party Data must be completely removed from your systems, and any other place where you store such Third Party Data, within twenty four (24) hours after the end of the session during which any such Third Party Data was collected from such Third Party. To the extent that Third Party Data resides on your systems and other storage locations, it should do so only for the express purpose of facilitating the applicable Third Party's use of the Application System, and you agree to protect it pursuant to the MYEG Privacy Policy, and any applicable laws. Without limiting the foregoing, you must at all times provide Third Parties with the option of not storing any of their personal information, including but not limited to their email address, physical address, financial information, or other content on any authorised computer or Authorised Terminal.

3. **AUDIT**

MYEG shall be entitled at any time to conduct or require you to cause a third party auditor, approved by MYEG, to conduct a security audit of your systems and facilities and issue a report to be provided to MYEG and any of our third party service providers. In the event that you fail to initiate any such audit within ten (10) business days after you receive our written request to do so, we may conduct or obtain such an audit at your expense. We may contact your customers, on your behalf, in the event that we are investigating potential fraud in connection with any such audit.

4. **TERM AND TERMINATION**

- 4.1. **Term.** This Agreement is valid from the date on which you have agreed to its terms pursuant to the first paragraph above and shall continue in effect so long as you continue to use the Application System in accordance with its terms, unless earlier terminated by us at our sole and absolute discretion pursuant to the terms of this Agreement (as applicable, the "**Term**").
- 4.2. **Termination by MYEG.** We may terminate this Agreement:
 - 4.2.1. In our sole discretion, at any time and for any reason, upon not less than thirty (30) calendar days prior written notice to you;
 - 4.2.2. Immediately upon written notice to you if you fail to comply with the terms and conditions of this Agreement or any other User Agreement;
 - 4.2.3. Immediately without notice upon your violation of any rules set by JPJ, and
 - 4.2.4. In whole or in part, as permitted by law, in the event that you:
 - 4.2.4.1. become or are declared insolvent or are the subject of any liquidation or insolvency proceedings, including, but not limited to the appointment of a receiver or similar officer for it;
 - 4.2.4.2. make an assignment for the benefit of all or substantially all of your creditors;
 - 4.2.4.3. enter into an agreement for the composition, extension, or readjustment of all or substantially all of your debts or obligations; or
 - 4.2.4.4. file a voluntary bankruptcy petition or have an involuntary bankruptcy petition filed against you and the voluntary or involuntary petition is not dismissed within sixty (60) calendar days of the petition's filing.
- 4.3. **Termination by Dealer.** You may terminate this Agreement and your use of the Application System at any time giving thirty (30) calendar days written notice to MYEG.
- 4.4. **Effect of Termination.** In the event that this Agreement is terminated for any reason by either you or us:
 - 4.4.1. you will immediately cease and cause all your personnel and end users to cease using the Application System in any way;
 - 4.4.2. you promptly will return to MYEG or destroy all copies of the Application System in your possession, and certify to MYEG, in writing, that to your knowledge you have not retained any copies of the Application System; and
 - 4.4.3. except for a termination by MYEG pursuant to Section 4.2.1 above, in the event that you previously paid any licensing fee or other sum for use of the Application System, you will not be refunded.
- 4.5. **Survival.** Although this Agreement may be terminated by you or us at any time and for any reason, the terms of the following sections of this Agreement will survive any such termination, and you and we will continue to be bound by such terms indefinitely: Section 2.1 (Restrictions on Use of Application System), Section 2.6 (Third Party Data Protection), Section 3 (Audit), Section 4 (Term and Termination), Section 6 (No Warranties from MYEG), Section 7 (Limitation of Liability), Section 8 (Indemnification), Section 9 (Disputes), Section 10 (No Agency), and Section 11 (General).

5. **WARRANTIES OF DEALER**

You hereby represent and warrant to MYEG that:

- 5.1. if you are an entity, you are duly organized and validly existing under the laws of the state of your incorporation or formation and you have full corporate or other power and authority to enter into this Agreement and to carry out the provisions hereof;
- 5.2. this Agreement is your legal and valid obligation, binding upon you and enforceable in accordance with its terms; and
- 5.3. the execution, delivery and performance of this Agreement by you does not conflict with any agreement, instrument or understanding, oral or written, to which you may be a party or by which you may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over you.

6. **NO WARRANTIES FROM MYEG**

THE APPLICATION SYSTEM IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MYEG MAKES NO WARRANTY THAT USE OF THE APPLICATION SYSTEM OR ACCESS TO THE MYEG WEBSITE OR ANY OTHER WEBSITE OR SERVICE WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE. MYEG DOES NOT WARRANT OR ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY CONTENT CONTAINED WITHIN OR ACCESSED THROUGH THE APPLICATION SYSTEM AND MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM IN OR THROUGH THE APPLICATION SYSTEM.

7. LIMITATION OF LIABILITY

In no event shall MYEG be liable to you or any third party for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of the use of or inability to use the Application System by you or any Third Party, even if MYEG has been advised of the possibility of such damages. In no event will MYEG be liable for any indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. MYEG shall have no liability with respect to any content posted or displayed on, downloaded from, or otherwise accessed through the Application System or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information. Any liability to you, to the extent required by law, shall be limited to the total fees received by MYEG pursuant to the grant of licence over the Application System under this Agreement during the preceding 12 months from the date of such claim, if any.

8. INDEMNIFICATION

8.1. **Indemnification by Dealer.** You will indemnify, defend, and hold MYEG, its shareholders, officers, directors, administrators, managers, employees, agents, successors and assigns (each, an "Indemnified Party") harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, suits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to:-

- 8.1.1. your negligence, wilful misconduct, or fraud;
- 8.1.2. any use, distribution or sublicense of the Application System by you or any third party allowed by you in violation of this Agreement or any User Agreements;
- 8.1.3. any breach of any of your representations, warranties, covenants, or obligations set forth in this Agreement or any User Agreements; and
- 8.1.4. any payments, compensation, damages, or other amounts, however characterized or determined, to any third party which MYEG has reimbursed or may be obligated to pay as a result of any of the foregoing.

8.2. **Indemnification Procedures.** Promptly after receipt of any written claim or notice of any action giving rise to a claim for indemnification, the applicable Indemnified Party will notify the Dealer of the claim or action. Failure to so notify the Dealer will not relieve the Dealer of its indemnification obligations, except to the extent that the failure or delay is prejudicial. The applicable Indemnified Party will provide the Dealer with reasonable cooperation and assistance in the defence or settlement of any claim, and grant the Dealer control over the defence and settlement of the same, provided that any Indemnified Party shall be entitled to participate in the defence of the claim and to employ counsel at its own expense to assist in the handling of the claim. The Dealer shall not agree to any settlement which results in an admission of liability by the applicable Indemnified Party or does not provide for a full and final release of the Indemnified Party from all claims without such Indemnified Party's prior written consent.

9. DISPUTES

If there is any dispute between you and us about or involving the Application System or this Agreement, you agree that the dispute will be governed by the laws of Malaysia without regard to its conflict of law provisions. You agree to personal jurisdiction under and venue in the state and federal courts located in Kuala Lumpur for the resolution of any such dispute.

10. NO AGENCY

There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us or between us and any Third Party as a result of this Agreement.

12. NOTICES

12.1. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered:

12.1.1. on the date of delivery when delivered by hand;

12.1.2. on the date of transmission when sent by electronic mail or facsimile transmission during normal business hours with telephone confirmation of receipt; provided, an original also is sent the same day in accordance with subsection 12.1.3 or 12.1.4, below;

12.1.3. one (1) day after dispatch when sent by reputable overnight courier maintaining records of receipt; or

12.1.4. five (5) days after dispatch when sent by registered mail, postage prepaid, return-receipt requested.

12.2. All such notices shall be addressed as follows:

12.2.1. in the case of notices to MYEG at: Level 42, MYEG Tower, Empire City, No. 8, Jalan Damansara, PJU 8, 47820 Petaling Jaya, Selangor.

12.2.2. in the case of notices to you, at such address, e-mail address, telephone, or fax number as you shall provide to MYEG from time to time during the Term as part of your account information which can be found here: [www.myeg.com.my].

13. GENERAL

You will be deemed to have accepted the terms of this Agreement upon the download and use of the Application System. This Agreement, together with all of the other User Agreements and any notices regarding the Application System or other amendments to this Agreement sent to you or posted on the MYEG website, which are incorporated herein by this reference, contains the entire agreement between you and us regarding the use, distribution, and sublicense of the Application System. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid or unlawful, the remainder of this Agreement shall continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

I / We have read and understood the terms and conditions of this Agreement and agree and accept the same.