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## **Additional Terms 1: Partner Collaboration Terms of Solution**

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Harvestnet SB and Partner shall collectively be referred to as the “Parties” or individually as the “Party”.

1.0 PARTNER is agreeable in receiving UPSIZZE’s **service and support** as per the terms of solutions set forth as below. The Service provided by UPSIZZE, if to be a white-label use by PARTNER; all the coding’s rights, patents, applications, database and trademarks will solely belong to Harvestnet Sdn Bhd. The Partner agreed that the complete ownership of <http://cherrytomatojapan.com/>, [upsizze.com](http://upsizze.com), its related subdomains and the Application belongs to Harvestnet Sdn Bhd.

1.1 The Service will only be provided as an as-is basis in PARTNER and UPSIZZE collaboration website; and the Parties agree that any customization and further updates required shall be agreed upon by writing by Harvestnet Sdn Bhd.

1.2 Harvestnet Sdn Bhd may, at any time, will inform the PARTNER on the revision of terms, fees and Support stipulated in this Term of Solution, if we determines that the terms and fees have become unreasonable due to changes in customisation, costs and operations.

1.3 Partner shall provide the correct and necessary information required for the Service.

1.4 Partner is responsible for their local collaboration partners and local providers which include but not limited to transport providers, tour agents, hotels and goods and services offered in UPSIZZE platform; for their act, service level, training and other required processes and responsibilities.

## 1.5 Payment

1.5.1 PARTNER will pay Harvestnet Sdn Bhd 3% of the overall Sales of the Solution in the Service for first 12-month period of this Agreement, or a minimum of MYR 120,000.00 to provide the Service, based on whichever higher. Any shortfall shall be duly compensated by PARTNER;

1.5.2 PARTNER will pay Harvestnet Sdn Bhd 1% of the overall Sales of the Solution in Service for the second year onwards, or a minimum of MYR 120,000.00 per 12-month period to provide the Service, based on whichever higher. Any shortfall shall be duly compensated by PARTNER;

1.5.3 PARTNER will pay Harvestnet Sdn Bhd 50% for each commission received from the publicly booked and paid transaction under Code EE (format: EEEEEYYMMDDNNNNNN or example given: EE20230221069401) , which are not binded to the registered travel under Code HN (format: HNYYYMMDDNNNNNN or example given: HN20230216039003) (please refer to samples in Appendix 1).

1.5.4 UPSIZZE shall notify PARTNER of the previous month's fees and administrative costs by the third business day of the month following the month in which the closing date falls, with the closing date falling on the last day of each month, and issue an invoice for the previous month to PARTNER by the seventh business day of the month following the month in which the closing date falls.

1.5.5 PARTNER shall transfer all the fees and administrative fees based to the bank account designated by UPSIZZE to the bank account designated by Harvestnet Sdn Bhd by **the 7th working day of the next succeeding month in which the invoice is received**. PARTNER shall bear the cost of the bank transfer.

The designated bank account for Payment:

**Harvestnet Sdn Bhd**

**Hong Leong Bank Berhad**

**05700222688**

**Bank Swift Code: HLBBMYKL**

1.5.6 PARTNER shall be Paying all support and Service costs at the agreed times.

1.6 Service Management via E-Mail support monitored 8.30am to 5.00pm Monday to Friday according to Kuala Lumpur business days. E-Mails received outside of office hours will be collected, however no checking can be guaranteed until the next working day. Time necessary for the solving any issue shall depend on the severity and after defining the party responsible for solving the issue.

1.7 Service Functions will be provided as-is basis within collaboration website.

1.7.1 Excluded Functions are temporarily available in collaboration website, and UPSIZZE will not guarantee their availability nor be responsible for any costs and damages occurred by PARTNER when using them.

1.7.2 Any variation of functions shall be discussed among the Parties and to achieve a written consensus on the costs for further implementation in the Service.

1.8 Dispute Resolution and Arbitration

1.8.1 PARTNER shall use best efforts promptly and adequately to resolve any dispute or difference which arise concerning any matter or thing contained in this Agreement or the operation or construction thereof or any matter or thing in any way connected with this Agreement or the rights, duties or liabilities of any party under or in connection with this Agreement, through amicable consultation, conciliation or other agreed upon means before the commencement of a legal suit in a court of law or any tribunals.

1.8.2 Unless Harvestnet Sdn Bhd agrees otherwise, any dispute, difference, controversy, claim or disagreement of any kind whatsoever between or among the any parties in connection with or arising out of this Agreement, including any questions regarding its existence, validity or termination or for the breach thereof

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(hereinafter "Dispute") shall be referred to and finally resolved by mediation in accordance with this clause on or after 30<sup>th</sup> day after the day on which any Party request the other Party to attempt to settle a Dispute.

1.8.3 This Agreement shall be governed by the laws of Malaysia, and in the event that any dispute between the parties regarding this Agreement cannot be resolved through consultation as described in the preceding clause, all parties agree that the Kuala Lumpur High Court shall have exclusive jurisdiction in the first instance to settle any such dispute.

## 1.9 Entirety of the Agreement

### This Agreement

1.9.1 constitutes the entire agreement and understanding between the Parties with respect to the matters dealt with in this Agreement;

1.9.2 supersedes any other agreement, letters, correspondence (oral or written or expressed or implied) entered into prior to this Agreement in respect of the matters dealt with in this Agreement;

2.0 Effective date · This Agreement shall take effect on the date which the PARTNER has clicked on UPSIZZE check box for Terms & Conditions in order to use the Service, and shall remain effective for **5 (FIVE) years** and shall be renewed automatically annually on the date of expiry until termination with the same terms and conditions unless otherwise agreed upon by writing. Termination notice shall be informed to the other Party within **2 (TWO) months** prior to the termination review date. Termination of this Agreement shall include a minimum **2 (TWO) years of service period** from the review date.

## 2.1 Amendments & Additions

No amendment, variation, revocation, cancellation, substitution or waiver of, or addition or supplement to, any of the provisions of this Agreement shall be effective unless it is in writing and signed by all Parties. The Recital above shall be deemed as a part of this Agreement.

## 2.1 Successors & assigns

This Agreement shall be binding upon and inure for the benefit of the respective successors-in-title or permitted assigns, as the case may be, of the Parties.

## 2.2 Assignment

Save where otherwise provided, this Agreement shall not be assignable by any Party without the prior written consent of all other Parties.

## 2.3 No Partnership or agency ·

The provisions of this Agreement shall not be construed or taken to constitute –

1. PARTNER to be the agent of the Harvestnet Sdn Bhd; or
2. an authority to Harvestnet Sdn Bhd to represent or bind or pledge the credit of the Harvestnet Sdn Bhd in anyway.

[END OF CLAUSES]

## Appendix 1

- PARTNERは、コードEE（形式：EEYYYYMMDDNNNN、例：EE20230221069401）に基づく一般予約・支払取引から受け取った手数料のうち、コードHN（形式：HNYYYMMDDNNNN、例：HN20230216039003）に基づく登録旅行と紐付けされないものについては50%をUPSIZZEに支払う。

