



ZORALab

ZORALab Enterprise (201603356108)

+60129815172 | hello@zorallab.com

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

Integra Program Terms and Conditions

This Agreement is made on this 6th day of APRIL 2021

BETWEEN

1. ZORALAB ENTERPRISE (Business Registration Number: 2016033556108) of B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia (hereinafter referred to as "ZORALab")

AND

1. TO YOU where you are such person/entity authorized to use ZORALab's Web Portal, Mobile Applications, Products, and Services subjected to these Terms and Conditions herein and/or an entity of whatsoever description including but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force (hereinafter referred as "CLIENT")

(CLIENT shall be collectively referred to as "Receiving Parties")

(ZORALab, and the Receiving Parties shall be collectively referred to as "Parties")

WHEREAS:

- A) The Receiving Parties are desirous of appointing ZORALab for the service of the Product (as defined in this Agreement). At the request of the Receiving Parties, ZORALab agrees to provide the service of the Product to the Receiving Parties upon the terms and subject to the conditions set out in this Agreement.

NOTE THE PARTIES ARE AGREED as follows:



1 Definitions

- 1.1 Words importing the singular number includes the plural number and vice versa.
- 1.2 Words importing the masculine gender including feminine.
- 1.3 For the purpose of this Agreement, all capitalized terms not defined herein shall have the meaning set forth in General Terms and Conditions. All other terms not defined herein shall have the meaning as may generally accepted by industrial based on context used herein.

Agreement	Means this Integra Program Terms and Conditions terms sheet.
Customer	Means personnel or entity who purchased and subscribed to any ZORALab Products.
General Terms and Conditions	Means the terms and conditions stipulated in ZORALab General Terms and Conditions terms sheet that applies to all ZORALab platform, Products, and Services.
Integrate, Integration, Integrated	Means by combining third-party and/or ZORALab tech services to produce a larger, different tech solution.
Module	Means a set of work packaged in a modular set for service customization.
Product	Means ZORALab's Shepherd Program.
You or Yours	Means the Receiving Parties.



2 General Terms and Conditions Compliance

- 2.1 For the avoidance of doubt, this Agreement shall always be read together with the General Terms and Conditions agreement terms sheet side-by-side where the latter shall be processed and be comprehended first.
- 2.2 In lieu with Clause 2.1, in the event of inconsistency between this Agreement and the General Terms and Conditions agreement, the former shall prevail.
- 2.3 The Receiving Parties shall sign both this Agreement and General Terms and Conditions Agreement.
- 2.4 In lieu with Clause 2.3, should the Receiving Parties had signed and ratified General Terms and Conditions prior to this Agreement, its effects shall be carried forwarded to this Agreement without needing to duplicate the General Terms and Conditions agreement terms sheet.

3 Availability and Eligibility

- 3.1 The Product is available since September 1, 2020 and shall continue to be available until further notice is issued by ZORALab. Any extension of discontinuation of this Product shall be at sole discretion of ZORALab.
- 3.2 The Product shall be eligible for both existing and new ZORALab Customers.
- 3.3 Notwithstanding the aforementioned, ZORALab reserves the right at its sole discretion to include any other Customers who ZORALab deems fit for the Product.
- 3.4 The Receiving Parties will continue to enjoy the Product as long as the same remains active and offered by ZORALab.



- 3.5 ZORALab reserves the right to make any alteration or changes to the Product or any part thereof, or suspend the Product or any part thereof with or without prior notice and ZORALab shall not be liable for any loss or inconvenience to the Receiving Parties resulting therefrom.
- 3.6 ZORALab may assign or novate all or parts of the Agreement to any third-party by written notice without prior consent from the Receiving Parties and the Receiving Parties agree to make all subsequent payments (if applicable) to ZORALab as instructed in such further notice.
- 3.7 The Receiving Parties acknowledged, agreed, and declared that Integra Program shall not be used for any activities deemed illegal in any countries especially and notably The Receiving Parties' countries of operations, Malaysia, Singapore, Japan, European Union, United Kingdom, and United States.

4 Activation

- 4.1 The Product shall commence on the Activation (referred to Clause 1 of the General Terms and Conditions term sheet) date and shall continue to be effective until termination or completion of the Product.
- 4.2 The Product shall be Activated (referred to Clause 1 of the General Terms and Conditions term sheet) automatically upon receiving Upfront Payment (referred to Clause 1 of the General Terms and Conditions term sheet) from the Receiving Parties for the selected Module by the Receiving Parties.
- 4.3 In lieu to Clause 4.2, upon Product Activation (referred to Clause 1 of the General Terms and Conditions term sheet), the Receiving Parties is deemed read, acknowledged, comprehended, accepted and



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ratified this Agreement as a whole regardless of its formal signatory nature.

- 4.4 The Receiving Parties may only terminate this Agreement by giving ZORALab prior written notice before any execution is done from ZORALab. Otherwise, the Product shall be deemed executed and no termination request shall be processed until the completion of the Product.

5 Product Nature

- 5.1 The Receiving Parties comprehend and acknowledge that the Product is an Integration of multiple third-party and/or ZORALab tech services into a functional technological platform.
- 5.2 While ZORALab are committed to protect The Receiving Parties' Sensitive Data, The Receiving Parties acknowledge that ZORALab does not guarantee unauthorized or accidental access to such data.
- 5.3 Due to the global nature of Integration, The Receiving Parties hereby granted ZORALab and the Integrated third-parties to transfer Sensitive Data to parties such as but not limited to, datacenter located in other countries that may or may not have a different data protection regime that is found in Malaysia.
- 5.4 The Receiving Parties acknowledge that the Product does not and will not offer any post Integration support services by ZORALab upon completion as ZORALab offers a separate support service program such as but not limited to ZORALab Shepherd Program to handle such needs.
- 5.5 In lieu with Clause 5.1, Clause 5.2, Clause 5.3, and Clause 5.4; the Receiving Parties authorize ZORALab to select the necessary third-party tech services for achieving the selected Modules' outcome.



6 Pricing Structure

- 6.1 The Receiving Parties shall be charged for each purchase of the Product's modules based on the respective charges prominently displayed at the Web Portal (referred to Clause 1 of the General Terms and Conditions term sheet).
- 6.2 In lieu with Clause 4.2, should the Product is deemed executed, the full pricing shall be charged regardless of the Receiving Parties termination intention and its outcome.
- 6.3 In lieu with Clause 4.2, the Receiving Parties agreed and shall perform a 50% Upfront Payment (referred to Clause 1 of the General Terms and Conditions term sheet) to ZORALab for the total amount of selected Integration Modules.
- 6.4 Upon completion of the Product, the Receiving Parties shall perform the 50% balance Payment (referred to Clause 1 of the General Terms and Conditions term sheet) to ZORALab for the total amount of selected Integration Modules within the stipulated time frame or within a maximum of 14 days, whichever larger time period.