MARKETING AND OPERATIONAL CONSULTING AGREEMENT

The Marketing and Operational Consulting Agreement ("**Agreement**") is agreed and entered on this **05th** day of **Apr, 2019** ("**Signing Date**") by and between **Oravel Stays Singapore Pte. Ltd.** a company incorporated under the laws of Republic of Singapore, having its registered office at 4 Battery Road #25-01, Bank of China Building, Singapore – 049908 ("**OYO SG"**)

and

OYO ROOMS HOSPITALITY SDN. BHD. (Registration No. 1162879-P), a company incorporated under the laws of Malaysia, having its registered office at Unit C-12-4, Level 12, Block C Megan Avenue II, 12 Jalan Yap Kwan Seng 50450 Kuala Lumpur ("**OYO MY**")

and

Pay Edge, with its registered office at Plot No. 136, Jalan Jejaka, Taman Maluri, 55100 Kuala-Lumpur. **("Hotel")**

OYO SG and OYO MY may be referred as OYO collectively. OYO and Hotel collectively referred to as Parties.

The Agreement will come into effect from **08th** day of **Apr, 2019**. (**"Live Date"**)

Whereas the Hotel is in the business of providing boarding and lodging and service to its customers on a commercial basis ("**Business**") at property having **30** number of rooms situated at Plot No. 136, Jalan Jejaka, Taman Maluri, 55100 Kuala-Lumpur. **(**"**Premises**") under the name and style of **Hotel Sri Maluri**. The Hotel has all necessary legal statutory rights, permissions, approvals, consents and permits for operating the Business as per local, state and central laws.

OYO has through the investment of considerable time and money developed a unique and distinctive system of creating a network of high quality budget accommodation and connecting such network hotel to potential customers in a large scale under the mark "OYO Rooms" and other associated logos, designs and brands ("**Marks**") while each hotel in the network continues to be an independent entity having an independent business which continue to provide services to their customers under their respective and distinct brand name/ logo/ name of establishment. The system includes proprietary and distinctive techniques, technology, training methods, operating methods, designs and decor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements ("**Know-How**"), all of which may be modified from time to time by OYO, and which are directed towards promoting the network hotel in a manner that will enhance the goodwill associated therewith.

OYO SG owns and operates an online platform comprising of a website at www.oyorooms.com and mobile application under the name and style of "OYO Rooms", which connects users with, and facilitates the reservation or booking of high quality budget hotels/guesthouses owned and operated by independent third parties ("OYO Platform"). OYO SG also has the right and license to use the OYO Trademarks and OYO Know-How/System. The OYO Trademarks and OYO Know-How/System are associated with high quality budget accommodation which provides an affordable and predictable stay experience to guests.

OYO identifies high quality budget hotels or helps existing hotels to implement systems to enable them to transform into high quality budget accommodation. Upon being satisfied that a hotel meets the standards prescribed by OYO, OYO lists and promotes the hotel as "OYO Rooms" on its online distribution channels such as website, mobile application and online travel agents (OTAs) as well as offline distribution channels such as customer care centers, on ground sales team, micro markets, travel agents, corporate partnerships etc. (jointly referred as "**Platform**")

OYO facilitates reservation or booking of Hotel services through OYO Platform and render its operating expertise to the Hotel to help maintain the standards.

Notwithstanding the labeling of the hotel as "OYO Rooms" on OYO Platform, the Hotel will continue to provide boarding and or lodging service under its own brand / establishment name **Hotel Sri Maluri** and shall provide services at the Premises at its sole responsibility as an independent third party.

NOW THEREFORE THE PARTIES HERETO AGREE TO THIS AGREEMENT AS FOLLOWS;

1. SCOPE

1.1 OYO grants to the Hotel during the period of this Agreement and subject to the terms and conditions hereof the permission to (i) utilize the Know-How and (ii) be listed on OYO Platform or any other online website, as may be expressly permitted by OYO in writing, to market or promote bookings at the Hotel by associating with the Mark "OYO Rooms".

1.2 The Hotel undertakes that it will list the Premises and all rooms therein on OYO Platform. Notwithstanding the above, where any of the rooms proposed to be listed is required to be transformed or repaired by OYO, it shall not be listed on OYO Platform until the same has been transformed or repaired ("**Blocked Rooms**").

1.3 The Hotel acknowledges that in order to facilitate the completion of OYO's obligations under this Agreement and other similar agreements, OYO has the right to list all hotels within the network of OYO as "OYO Rooms" on the OYO Platform; this is irrespective of the fact that the Hotel provides its services to customers (whether attracted through OYO Platform or in any other manner) independently, under its own brand name. However, each Hotel shall be solely responsible for providing the accommodation services to its customers. Once a booking has been confirmed to a customer on OYO Platform, the Hotel shall honor such bookings. In the event, the Hotel is unable to honor the booking for any unforeseeable circumstances, the Hotel shall provide alternate accommodation of comparable standards at the same price and without prejudice to its right to indemnification, the Hotel shall be liable to pay liquidated damages amounting to twice the booking amount payable in respect of the booking period. Both Parties hereby unconditionally and irrevocably acknowledge that the sums stipulated herein constitute reasonable compensation to the other party and each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation. The Parties further agree that the sum

represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the other as a result of such cancellation.

1.4 OYO MY may advise the Hotel in modifying the Premises to meet OYO standards and agree on alterations or modification that may be required at the Premises through a mutually agreed "**Transformation Audit Report**", to be shared by OYO shall form an integral part of this Agreement. The Hotel shall ensure that the Premises is maintained and run as per the standards set out in the Transformation Audit Report and/or the operating, brand and OYO standards as may be published (online or otherwise) from time to time during the term of this Agreement. OYO shall have the right to amend these standards unilaterally and shall keep the Hotel notified of any alterations and/or improvements in or to the operating, brand or OYO standards. The Hotel undertakes to make all such modifications/ alterations at its own cost and expenses.

1.5 OYO MY may assist the Hotel by providing the Know-How which shall at all times remain the property of OYO and train the Hotel's staff in the operation of the Hotel as per the OYO standards. Hotel agrees that it will not object to and shall cooperate in rebranding of façade of the Premises and permit branding inside the Premises by placing OYO brand collaterals and other promotion material as may be required by OYO from time to time in the common areas and within the rooms to meet with OYO standards and requirements. Further the Hotel shall agree to put signage of exclusive OYO brand and/or signage for co-branding OYO with Hotel's name. OYO shall keep the Hotel notified of any alterations and/or improvements in or to the operating or brand standards. All operating costs, including the cost of employees, manpower, consumables, utilities rents, taxes etc. shall be the sole responsibility of the Hotel.

1.6 OYO MY will provide the Hotel with free digital tablet or any other device that may be necessary to manage all check-in and check-out from the Hotel and record the payment receipt. Such device is an integral part of OYO's booking and reservation management system. Hotel shall be solely responsible for safe and proper operation of such device. The Hotel shall ensure that the device is not used to make any fraudulent booking or any other illegal purpose that may compromise the records or the accounts of the Hotel or OYO. The Hotel shall be liable to pay for the cost of replacement or repair of the device in case any damage is caused to the device. The Hotel shall assign the use and operation of the device to its authorized representatives and the Hotel shall remain responsible as principle to the act of its agents.

1.7 The Hotel acknowledges that the Hotel shall be entitled to incentives and may be subject to disincentives based on its performance ranked and measured in accordance with the OYO Property Partner Scoring Policy as may be informed to Hotel or published on the website of OYO from time to time. The Hotel agrees that the ranking and performance rating shall be as per the sole and absolute opinion of OYO and the same shall not be subject to dispute by the Hotel. OYO shall have the sole and absolute discretion to change the terms of the said policy from time to time. The Hotel shall at all times make best endeavours to maintain a 3C score of less than 10. In the event the Hotel fails to maintain such score it will be deemed to be a material breach of the Agreement by the Hotel.

2. REVENUE SHARE

2.1 In consideration of marketing and consulting services provided hereunder, OYO will be entitled to a share of the gross revenue earned on all bookings received by the Hotel on the following basis

Slabs	Fee Description	OYO Share
Gross Revenue greater than MYR21000.00	**Service Fee to be charged by OYO MY -** on Gross Revenue (including Revenue from Walk-in Channels and surcharges), but excluding any taxes or duties as may be imposed on such Gross Revenue	18%
	Service Fee to be charged by OYO SG - on Gross Revenue (including Revenue from Walk-in Channels and surcharges), but excluding any taxes or duties as may be imposed on such Gross Revenue	2%

For the avoidance of doubt, Hotel is solely responsible to inform OYO and provide proof of Hotel's eligibility to impose taxes or duties on such Gross Revenue including but not limited to tax registration certificate and correspondence with the relevant authorities. Failure of Hotel to perform its obligation under this clause shall render all of Hotel's revenue to be deemed not subject to any taxes or duties and no such adjustment shall be performed to exclude tax effects in deriving the Gross Revenue in this Clause 2.1.

2.2 Where the Hotel share of the revenue for the preceding month is less than **MYR21000**, then OYO MY shall be liable to pay the positive difference between the Assured Benchmark Revenue and the Hotel's share of revenue for the preceding month after deducting Assured Benchmark Revenue for Blocked rooms ("Claim"). Assured Benchmark Revenue shall not be construed as an amount towards use of the property or premises of the Hotel.

2.3 The Assured Benchmark Revenue as mentioned above will be applicable from one month from the Live Date and the period before this will be considered as an "**MG Free Period**". OYO share will be considered as 0% for the period before and the same will be considered as "**Commission free period**"

The Parties agree that the Claim is not in the nature of penalty but is a genuine pre-estimate of damages and hereby waives any objection it may now or hereafter have that the Claims would be otherwise than fair and reasonable compensation. The recovery of such Claim shall be the sole and absolute remedy available to the Hotel in case of shortfall in bookings. In consideration of mutual covenants, OYO waives its right to claim any fee or charge or costs towards right to use the Mark or the Know-How or any other intellectual property in the course of this Agreement.

2.4 All payments due and payable to OYO under this Agreement shall be transferred or deposited monthly via ACH in the bank account as specified and required by OYO.

2.5 The service fee charged by OYO is exclusive of all taxes. Any taxes, surcharges or any government levy of any type including any Sales & Service Tax or any other such taxes, applicable currently or in future on the Service Fee will be charged extra by OYO MY

2.6 In case of default in payment of such amount, the Hotel shall be liable to pay such amount with interest at the rate of 8% per annum from the date of default until the date when such payment is made.

3. TAXES

3.1 Each party with respect to the services rendered in its individual capacity would be solely responsible for compliance of all applicable laws and payment of all applicable taxes, cess or duties as may be required. In this regard it is further clarified that while the Hotel is solely responsible for providing boarding and lodging services to the customers on commercial basis and hence shall be solely responsible to pay appropriate taxes, cess or duties that may be levied on such service and any other ancillary purchase or sale of goods and services that is required for the purpose of rendering its services, OYO MY shall have the right to undertake monthly audits to ensure that any amounts collected on the OYO Platform as tax(es) and paid to the Hotel has indeed been deposited by the Hotel with the appropriate governmental authorities in a timely manner. The foregoing right of audit is over and above the right of audit envisaged in Clause 4 below.

3.2 Parties agree that the subject to the Hotel adhering to the terms of this Agreement, OYO MY shall market and promote the Hotel; however the Hotel maintain its own entity and brand and continue to provide services under its own distinct brand.

4. RIGHT TO AUDIT AND RECONCILIATION OF ACCOUNTS

4.1 The Hotel's share of the revenue calculated in accordance with Clause 2 above shall be paid to the Hotel on a monthly cycle and reconciliation of the accounts will be conducted at the end of the month. The reconciliation report will be submitted by the 5th working day of the next month and any dispute can be raised within 5 (five) working days of reconciliation statement receipt. All such disputes shall be settled in accordance with Clause 4.4 of this Agreement and any payout/adjustment shall be done in the subsequent reconciliation cycle. Parties agree that reconciliation cycle period may be subject to further change at the sole discretion of OYO, in which case it will be notified to the Hotel from time to time.

4.2 OYO MY shall have a right to undertake system audit to ensure that the Hotel is adhering to the standards of OYO MY from time to time. OYO MY shall have a right to conduct such audit without prior notice and through mystery customers. The Hotel shall not object to such audits and challenge the findings based on the fact that no prior notice was given for such audit.

4.3 OYO MY shall have a right to audit the financial records of the Hotel periodically. The Hotel shall co-operate during such audit and provide necessary and correct information. OYO MY shall reconcile the accounts of the Hotel and

OYO record periodically and send a statement to the Hotel every month. If the Hotel does not raise any dispute in relation to the reconciliation statement within 5 (five) working days of receiving the same, then it shall deem to have been accepted by the Hotel.

4.4 All disputed reconciliation statements shall be resolved by mutual discussion and negotiation within a reasonable period of time from the date of the dispute being raised and in case the same cannot be resolved within the said period then the same shall be referred to arbitration as per Dispute Resolution under Clause 21. During the pendency of the dispute, Parties agree that neither party shall withhold any payments under this Agreement and shall continue to make any payments as per OYO's reconciliation statement and perform its obligation.

5. INTELLECTUAL PROPERTY

5.1 OYO acknowledges that the Hotel may, for its promotional purposes, need to highlight that it is a part of the network of hotels to which OYO provides its services and strictly to that end, OYO authorizes the Hotel to use the Marks. The Hotel undertakes not to do anything to prejudice or damage the goodwill in the Marks or the reputation of OYO. If the Hotel becomes aware of any infringement of the Marks by any other party trading with Marks similar or identical to the Marks, the Hotel shall immediately notify the OYO thereof in writing. Any use of the Marks by the Hotel shall be deemed to be a use of the same by OYO for the purpose of trademark protection and thus where required by OYO, the Hotel shall join with or assist OYO at OYO's cost and expense in making or to make application to become the registered user of the Marks.

5.2 The Hotel agrees in order to protect the OYO's intellectual property rights and maintain the common identity and reputation of the network, the Hotel must comply with quality specifications laid down by OYO from time to time. Any breach by Hotel in respect thereof may cause irreparable harm and injury to OYO and its intellectual property.

5.3 The Hotel shall use all reasonable endeavors to conceive and develop new and improved methods of carrying out the Business and improvements in operating procedure and other additions or modifications to the existing technology and Know-How of OYO (hereinafter referred to as "**Improvements**"). The Hotel agrees to disclose fully any Improvements to OYO and OYO shall determine the feasibility and desirability of incorporating them into OYO's existing technology and Know-How. The Hotel shall transfer all rights in any such Improvement to OYO without any additional consideration.

6. Rights and Obligations of the Parties:

Without prejudice to the generality of any other provision, the Hotel undertakes:

6.1 to procure that its employees and independent contractors working at the Hotel (collectively, "Hotel Staff") shall attend and complete such orientation and training programs as OYO MY may determine to be necessary or appropriate for his or her position and such other supplemental training programs as OYO MY may conduct from

time to time with regard to grooming and behavior of Hotel Staff and aspects of day to day operations of the Hotel, including without limitation, customer service, technology use, housekeeping, peak management, food and beverage and front desk operation.

6.2 to be generally responsible for handling customer service for the Hotel and its guests, but in case of escalated customer complaints, the Owner may from time to time request assistance from OYO MY

6.3 Unless OYO MY approves in writing, the Hotel shall at all times retain and exercise direct management control over all aspects of the Hotel's business. The Hotel agrees not to enter into any lease, management agreement, or other similar arrangement with any independent entity for all or a part of the Hotel's operation (a "Management Arrangement") without OYO MY's prior written consent (which consent shall not be unreasonably withheld). Provided that OYO MY shall be entitled to withhold its consent or to withdraw its consent unless such independent entity:

a) meets OYO MY's minimum requirements and satisfactorily completes required training programs, agrees to sign the documents which OYO MY may reasonably require, and agrees to perform its management responsibilities in compliance with this Agreement; and

b) is not a franchisor or owner, or affiliated with or manages hotels exclusively for the franchisor or owner, of a hotel concept that in OYO MY's opinion competes with the OYO Group, irrespective of the number of hotels operating under that concept's trade name

6.4 to ensure that the Hotel is maintained and operated at all times during the term of this Agreement according with the OYO Standards and other policies and procedures which OYO MY periodically communicates to the Owner

6.5 to operate and use the Devices in a proper and correct manner in accordance with such instructions as OYO MY may give to the Hotel from time to time and keep the Devices safe and in the possession of the Hotel at all times and shall not remove the Devices from the Hotel.

6.6 not make modifications, alterations or additions to the Devices or install any software or applications without prior consent of OYO MY

Without prejudice to the generality of any other provision, OYO undertakes:

6.7 OYO MY shall deliver and/or make available the OYO Know-How/System to the Owner and provide all necessary assistance to enable the Owner to operate and manage the Hotel under the OYO Know-How/System.

6.8 OYO MY shall provide Devices to the Owner for the purposes of enabling the Owner and Hotel Staff to access OYO Group's proprietary software hotel management and operating system and booking and reservation systems and to manage room check-ins and check-outs via the internet. The Owner shall be responsible at its own cost for ensuring the availability of internet connection for the Devices. For the avoidance of doubt, the Devices shall at all times remain the property of OYO MY. No right, title or interest in the Devices shall pass to the Owner other than the right to maintain possession and use of the Devices for the duration of this Agreement.

7. LISTING AND RESERVATION SERVICES ON OYO PLATFORM

7.1 Hotel acknowledges and accepts that, in listing the Hotel on the OYO Platform, OYO SG is merely acting as a facilitator between Users and the Owner, therefore the Owner shall be solely responsible for providing the accommodation services to the Users and for documenting and concluding all transactions to which the Owner and the User are parties and shall ensure that such transaction shall comply in all respects with all applicable laws, rules, and regulations, whether of Singapore or Malaysia or any other country in which the Hotel operates.

7.2 Once a booking has been confirmed to a User on the OYO Platform, Hotel shall honor such bookings. In the event that the Owner is unable to honor the booking for any unforeseeable circumstances, the Hotel shall offer alternative accommodation of comparable standards at the same price to the User, failing which the Hotel shall be liable to pay liquidated damages amounting to twice the booking amount payable in respect of the booking period.

7.3 In connection with listing of Hotel on OYO Platform, OYO SG shall:

7.3.1 procure that the Hotel shall be listed on the OYO Platform and shall be responsible for issuing booking vouchers to Guests upon a successful Booking.

7.3.2 have full discretion to determine all data, images and other content provided by the Owner in relation to the Hotel which are to be displayed on the OYO Platform.

7.3.3 have full discretion to determine the room rates in accordance with its prevailing pricing policy. OYO SG may consult or authorize OYO MY in determining the correct hotel pricing.

7.3.4 act as facilitator between the Hotel and Users and shall refer any queries or other feedback from Users to the Owner; however, OYO SG shall not be responsible for, and will not itself provide any information regarding the Hotel (other than those provided to OYO SG by the Owner), respond to queries regarding the Hotel or otherwise offer any advice to Users

7.3.5 provide payment processing and collection for Hotel bookings and handle refunds and cancellation by Users in accordance with its prevailing cancellation and refunds policy for prepaid bookings.

8. GUEST DATA

8.1 OYO SG shall be the exclusive owner of all rights, title and interests in Guest Data (regardless of the source of such data and the manner of its collection). OYO SG hereby grants to the Hotel and / or OYO MY an unlimited, royalty-free, worldwide, non-exclusive, perpetual and irrevocable right license to use and exploit the Guest Data.

8.2 This Clause shall survive the expiration or termination of this Agreement (as the case may be)

9. CONFIDENTIALITY

9.1 During the term of the Agreement and thereafter all documents and instruction either supplied by OYO or collected by the Hotel in the course of this Agreement including the brand standards, operating standards, technology, systems, training manuals, financial details, terms of this Agreement, account and sales information etc. shall be considered as secret or confidential information of OYO and the Hotel undertakes not to copy or disclose any of its contents or concepts to any other party and not to make any direct or indirect use thereof except as required for due performance under this Agreement.

9.2 This Agreement is confidential in nature and shall not be disclosed by the Parties to any other third person except in case of statutory, regulatory or audit requirements. During the performance of its obligations under this Agreement, the Hotel and its employees, officers, agents, proprietors, directors, shareholders, stakeholders ("**Representatives**") may have access to Confidential Information of OYO, which shall be kept fully confidential by the Hotel and its representatives. The Hotel shall execute necessary non-disclosure agreement with its Representatives or take any other steps that it would reasonably take to protect its own confidential information.

9.3 Breach of obligation under this Clause shall be deemed to be a breach of material obligation.

10. EXCLUSIVITY

10.1 The Hotel shall not during the period of this Agreement enter into any agreement directly or indirectly to engage with online aggregators including but not restricted to Zen Rooms, Nida Rooms, Makemytrip, Goibibo in any manner for or in relation to selling/ marketing / promoting rooms at the Premises. Provided however that the Hotel may continue to sell / promote rooms either directly or through any other business partner, service provider (other than specifically named above) for marketing or booking services through online or offline channel with prior written consent of OYO ("**Permitted Channel**").

10.2 Notwithstanding anything stated herein, if the Hotel defaults / breaches its obligation under this Clause 10 then the Hotel shall be deemed to have breached a material obligation and shall be liable to pay liquidated damages amounting to average OYO share for the last 3 months multiplied by remaining duration of the contract from the date of breach until the date of expiry of this Agreement. Where 3 (three) months have not elapsed, average OYO share for the number of days elapsed since the Live Date shall be considered while computing liquidated damages in accordance with the formula given above. The Parties hereby unconditionally and irrevocably acknowledge that the sums stipulated herein constitute reasonable compensation to the other party and each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation. The Parties further agree that the sum represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the other as a result of such breach.

10.3 The obligation under Clause 9 shall survive for a period of one year after termination of this Agreement.

10.4 Breach of obligation under this Clause shall be deemed to be a breach of material obligation and in addition to the recourse available under the Agreement to OYO , OYO shall have a right to terminate the Agreement in accordance with Clause 12.3.1.

11. ASSIGNMENT

11.1 The Hotel shall not assign this Agreement to any third party without OYO MY's prior written consent. In the event there is a change in the control or management of the Hotel, the Hotel shall inform OYO MY in writing and OYO shall be entitled to terminate the Agreement with immediate notice in such case.

11.2 In case of sale of business or transfer of ownership, the owner or the shareholder of the Hotel shall ensure that the intended purchaser of the Business agrees to adhere to the terms of this Agreement. OYO shall not be under any obligation to abide by this Agreement, unless the Agreement is novated.

11.3 If the Hotel intends to change the ownership structure of his trading style to a partnership or to a limited company or in any other manner it is agreed that any such intended change shall be deemed to be an assignment of this Agreement;

11.4 OYO shall be entitled to assign the benefit of this Agreement to any other party at any time and shall inform the Hotel thereof in writing within a reasonable time thereafter.

12. TERM AND TERMINATION

12.1 All obligations (other than those stipulated in Clauses 2 and 7) under this Agreement shall come into force on the Signing Date and obligations under Clauses 2 and 7 shall come into force on the date communicated by OYO to the Hotel as **Live Date**. The Agreement will be valid and binding upon the Parties unless terminated by either Party in accordance with the terms of this Agreement.

12.2 Neither party will have the right to terminate the agreement for a period of **1 Month** (Lock-in). Lock in period shall start from the Signing Date.

12.3 Notwithstanding, anything stated above, OYO shall have a right to forthwith terminate this Agreement in the event of any of the following events:

12.3.1 The Hotel has committed a breach of material obligation (express or implied) hereunder or has failed to remedy any remediable breach within a period of 30 days of the receipt of a notice in writing by OYO; or

12.3.2 The Hotel has become insolvent or a winding up order or a liquidation order from a court of law has been received or an arrangement or assignment has been made with or for the benefit of his creditors or the Hotel suffer distress or execution to be levied or threatened on Premises; or

12.3.3 The necessary licenses and permission required for the purpose of operating the Business are not valid or are ceased or extinguished or are suspended due to any reason; or

12.3.4 Hotel does not pay OYO the amount due as per reconciliation report within 7 days of receiving the report

12.3.5 Hotel commits fraud, misrepresentation, negligence and/or willful misconduct.

12.3.6 Hotel is not able to maintain required standards and the ratings on demand channels are affected

12.4 It is hereby agreed between the Parties that if the Hotel terminates the Agreement before the lock-in period as per clause 12.2, it shall cause irreparable harm and damage to OYO and no amount of compensation will account for an adequate remedy. Notwithstanding anything stated in Clause 18 of this Agreement, OYO shall have a right to approach an appropriate court or authority for any remedy available to it under law including specific performance, injunction etc.

13. CONSEQUENCE OF TERMINATION

13.1 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations conferred or imposed by this Agreement in respect of any period after such termination and shall also be without prejudice to the rights of either party against the other in respect of any antecedent breach of any of the terms and conditions hereof.

13.2 Upon termination or expiry of this contract, both parties will clear the outstanding as on the date of termination within 7 (seven) working days of termination of the Agreement. In case of default in refund of such amount, both parties shall be liable to pay such amount with interest at the rate of 8% per annum from the date of default until the date when such payment is made. The Parties hereby unconditionally and irrevocably acknowledge that the sums stipulated herein constitute reasonable compensation to the other party and each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation. The Parties further agree that the sum represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the other as a result of such default.

13.3 Upon termination or expiry of this contract, OYO shall handover ownership of all Online Travel Agents (OTAs) to the hotel.

13.4 The Hotel shall forthwith return to OYO all stationery and signs bearing the Marks then in its possession whether or not supplied by OYO and cease use of the Marks; purport to otherwise associated with OYO or use any recommendation or reference provided as a result of his association with OYO.

14. INDEMNITY

14.1 Notwithstanding other obligations, the Hotel shall indemnify OYO and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect

that they or any of them may sustain or incur as a result of any acts or omissions of the Hotel or any of it directors, employees, officers or agents including but not limited to (i) breach of any obligation under this Agreement (ii) negligence or other tortious conduct (iii) misrepresentation made herein (iv) any delay in payment/ non-payment of taxes.

14.2 OYO shall indemnify the Hotel and hold harmless, its officers, directors, employees, assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including without limitation, attorney's fees and expenses and other cost of legal defense whether direct or indirect that they or any of them may sustain or incur as a result of any acts or omissions of OYO or any of it directors, employees, officers or agents arising out of (i) breach of any obligation under this Agreement (ii) negligence or other tortious conduct or (iii) misrepresentation made herein.

14.3 Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.) whether under contract or in tort and even if the other party had been advised of the possibility of such damage or loss.

14.4 The obligation under this Clause 14 shall survive for a period of one year after termination of this Agreement.

15. RELATIONSHIP

15.1 It is expressly agreed that nothing in this Agreement shall be construed as to create the relationship of employee, partners, collaborators, joint venture or principle agent between Parties hereto. The Parties are independent contractors agreeing to provide mutual service on the basis of this rate and marketing contract. Neither Party shall bind the other by its acts, deed nor omissions other than to the extent set out in this Agreement.

16. ENTIRE AGREEMENT

16.1 This Agreement and any understanding between parties in writing authorized by the authorized representative of the Parties as contemplated under this Agreement expresses the entire agreement between the parties hereto. This Agreement supersedes any other negotiations or agreements on the subject matter hereof.

16.2 The Parties confirm that the whole of their negotiations and intentions have been included herein within the context of and expressing clearly the requirements of the Parties.

16.3 There are no warranties representations or other matters relied upon by the Hotel causing his/ her acceptance which have not been expressly stated herein;

16.4 Any amendment or modification to this Agreement shall not be effective unless it is accepted by both parties hereto.

17. **WAIVER**

17.1 The failure of OYO to exercise any power given to it hereunder or to insist upon strict compliance by the Hotel with any obligation hereunder and no custom or practice of the Parties shall constitute any waiver of any of OYO's rights under this Agreement. Waiver by OYO of any particular default by the Hotel shall not affect or impair OYO's rights in respect of any subsequent default of any kind by the Hotel nor shall any delay by or omission of OYO to exercise any rights arising from any default of the Hotel affect or impair OYO's rights in respect of the said default or any default of any kind.

18. **SEVERABILITY**

18.1 If any item or provision contained in this Agreement or any part thereof shall be declared or become unenforceable invalid or illegal for any reason whatsoever including but not detracting from the generality of the foregoing a decision by the competent courts or an act of Parliament, local legislation or any statutory or other bye-laws or regulations or any other requirements having the force of law, the other terms and provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing herein. In the event that the exclusion of any offending provisions shall in the opinion of OYO adversely affect either (i) OYO's right to receive payment of fees or remuneration by whatever means payable to OYO; or (ii) OYO's Marks and Known-How methods of the business then OYO shall have the right to terminate this Agreement forthwith with a notice in writing to the Hotel.

19. **WARRANTIES**

19.1 Each Party represents and warrants that it has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all its obligations, terms and conditions hereunder and neither the execution nor delivery of this Agreement, nor fulfillment nor compliance with the terms and provision hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter document or bye law, if any, or any agreement, restriction, instrument, order, judgement, decree, statute, law, rule or regulation to which it is subjected or require any consent, approval or other action by any court, tribunal, administrative or governmental body.

19.2 The Hotel additionally represents that it is operating its Business in compliance with all the applicable laws, regulations and statutes and it has the requisite licenses in place (including lift operating, fire department clearance, tourism, local municipality approvals and licenses etc.) to operate the Business.

19.3 Neither Party shall make any statements representations or claims and shall give no warranties to any customer or potential customers in respect of the Business save such as may have been specifically authorized by the other Party where such authority be given in writing by an authorized representative at the relevant time.

20. FORCE MAJEURE

20.1 This Agreement shall be suspended during the period and to the extent of such period that OYO reasonably believes any party to this Agreement is prevented or hindered from complying with its obligations under any part of it, by any cause beyond its reasonable control including but not restricted to strikes, war, civil disorder, and natural disasters. If such a period of suspension exceeds 180 days, then OYO shall have the right to terminate the Agreement with immediate effect and require that all outstanding payment, if any, due to OYO shall be paid immediately.

21. **ARBITRATION**

21.1 If any dispute shall arise between the Parties hereto concerning the construction interpretation or application of any of the provisions of this Agreement whether during the continuance of this Agreement or after the termination thereof by whatever cause such dispute shall be referred to the arbitration of a single arbitrator to be appointed by Parties. The arbitration shall be conducted in accordance AIAC Arbitration Rules 2018 (formerly known as the KLRCA Arbitration Rules). The arbitration shall be conducted in Malaysia. Provided that this Clause 21 shall have no application to terms of this Agreement concerning restrictions against competition and non-disclosure, and the Parties hereto agree to be bound by the terms of such arbitration and to bear the costs of such arbitration in equal shares.

21.2 The courts in Malaysia shall have exclusive jurisdiction to settle any disputes between the Parties under this Agreement.

22. **NOTICES**

Any notice required to be given for the purposes of this Agreement shall be given by sending the same by registered post, courier, e-mail, or facsimile to, or by delivering the same by hand at, the relevant address shown in this Agreement or such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause. Any notice so sent by post shall be deemed to have been served two days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any notice sent by e-mail or facsimile shall be deemed to have been served on the next day following the date of dispatch thereof which is a business day.

IN WITNESS WHEREOF, the Parties have signed the Agreement by their duly authorized representatives.

Oravel Stays Singapore Pte. Ltd.	**OYO ROOMS HOSPITALITY SDN. BHD.**	**Pay Edge**
Signature and stamp:	Signature and stamp:	Signature and stamp: 
Name:	Name:	Name: Rubena Mohan Vengadraman
Date:	Date:	Date: 6 April 2019