



Registered Company Name							
Company Registration Number							
Registered Office							
*Authorized Person Name							
*Contact Number							
*Email							
Position							
Retail Business Details							
Merchant Name (Restaurant/Shop/Stall)	(CH):						
	(EN):						
Person In charge Name	<input type="radio"/> Same as above						
Contact Number	<input type="radio"/> Same as above						
Business Address	<input type="radio"/> Same as above						
Category	<input type="radio"/> Local Food <input type="radio"/> Chinese Food <input type="radio"/> Pork Free <input type="radio"/> Western			<input type="radio"/> Grocery <input type="radio"/> Japan&Korea <input type="radio"/> Beverage <input type="radio"/> Others			
Operating Hour							
Operating Days	MON	TUE	WED	THU	FRI	SAT	SUN
Device*select ONE only	<input type="radio"/> Own Smartphone Device(IOS and Android)			<input type="radio"/> POS Terminal Machine (powered by Revenue Monster) * RM20 monthly			

*Refer to appendix 1 if there are additional branches

Bank Account Details	
Bank Name	
Account Holder Name	
Account Number	
SST Number * If Yes, please state	<input type="radio"/> Yes SST No:
	<input type="radio"/> No



Finance Person In charge		
Finance PIC Contact Number		
Finance PIC Email *To receive statement		Preferred Language <input type="radio"/> Chinese <input type="radio"/> English
FEES		
Fee per order 30 % of each the Total Check Out Amount “Total Check Out Amount” shall mean: Merchant the amount appear on the platform immediately before the customer checkout, excluding the delivery fee.		

Please provide the documents below:

<i>Sole Proprietor/ Partnership</i>
<ul style="list-style-type: none"> ➤ Copy SSM Registration – Full Set ➤ Copy IC – IC Front and Back on one page or Passport for who is signing the agreement ➤ Copy Bank Statement with header, matching the Business Name & Account Number
<i>Sdn. Bhd. / Bhd. (Before 21/1/17)</i>
<ul style="list-style-type: none"> ➤ Copy SSM Registration – Full Set ➤ Copy IC - Front and Back on one page or Passport who is signing the agreement ➤ Copy Bank Statement with header, matching the Business Name & Account Number ➤ Form 9 Certificate of Company Registration ➤ Form 13 Certificate of Incorporation on Change of Name of Company ➤ Form 49 Particulars of Directors, Managers, Secretaries
<i>Sdn. Bhd. / Bhd. (After 21/1/17)</i>
<ul style="list-style-type: none"> ➤ Copy SSM Registration - Full Set ➤ Copy IC - Front and Back on one page or Passport for who is signing the agreement ➤ Copy Bank Statement with header, matching the Business Name & Account Number ➤ Section 19 Superform Certificate of Incorporation

TERMS AND CONDITIONS

WHEREAS NKL360 Malaysia Sdn. Bhd. known as “NKL”, owns an online food delivery platform in the name of ‘Hungry2u.com”, providing services to a number of vendors including the Merchant, allowing the end customers to order cooked/prepared meal or any items displayed by the vendors, from the Merchant. NKL takes such orders and collect payment on behalf of Merchant

WHEREAS Food vendors such as the Merchant shall prepare the meal according to its advertised menu and such food shall be delivered to the end customer via the agreed delivery method between the Parties.

The Parties hereby agree as follows:-

1) Commencement of Services

The Merchant shall provide all required information to NKL as per requested, and NKL shall upon processing all documents and the listing on the online platform, inform the Merchant of the commencement of the services in writing.

2) NKL’s rights and obligations NKL:

- a. have the right to charge the customers a delivery cost (or a redelivery cost, as the case may be), and determine a minimum order value/amount, at its sole discretion;
- b. may /but not obliged to provide at a rental payable by the Merchant, any gadgets or equipment at the Merchant’s premises;
- c. Merchant have the rights to remove or amend the menu items on the platform if it is absolute necessary with the view of giving better services to the customer.
- d. Issue payout to the Merchant as per agreed under clause 4) after the deductions of any agreed charges;
- e. Have sole right to decide whether to accept a customer’s registration onto the platform prior to its ordering without the need to provide any reasons to the customer or the Merchant.



3) **The Merchant's rights and obligations**

The Merchant:

- a. shall provide all required information to NKL whether for internal processing or for the advertisement and display on the online platform;
- b. shall make clear on any rejection or acceptance of the food order placed by the customer;
- c. shall nominate competent staffs to go through the training provided by NKL from time to time;
- d. shall prepare the food items with no delay and according to the standards and as per the advertised item on the online platform, to state any allergen information whenever necessary, and to provide cutlery;
- e. shall comply and maintain all required licenses and permissions, consents from all government authorities at all times;
- f. shall provide free access to NKL or its appointed third party to enter the premises to perform its services;
- g. shall inform NKL if any food item is unavailable from the menu;
- h. if the delivery is to be performed by the Merchant itself: shall notify NKL on any cancelled orders/defective orders with clear reasons, shall deliver the food to the customer as per advertised,
- i. shall pay any fees/reimbursement required if any equipment/tools/gadgets are being provided by NKL.
- j. Merchant shall process all order with all reasonable care and as soon as they are submitted by the customer. Merchant shall prioritize orders made through NKL. Orders shall be fulfilled and be ready for collection by the riders within the pre-agreed timeframe.
- k. Merchant shall use best efforts to main sufficient inventory if all advertised meals at all times.
- l. Merchant shall ensure that all meals offered are of high quality and their storage, production and preparation comply with all relevant food safety and other regulations. Any violations of such regulations shall be notified by merchant to NKL immediately.
- m. Merchant shall ensure that the following restricted item shall not be sold for consumption or sent for delivery; people or animals of any size, illegal items, fragile items, dangerous items (eg. Weapons, explosives, flammable, etc) stolen goods, or any items that merchant does not have permission or license to sell or send.

4) **Fees, charges and settlement**

The Merchant shall pay all fees and charges as stated in the form attached above or under this Agreement. For the avoidance of doubt, the merchant is not allowed to charge any additional charge to the customer. NKL shall have the right to set off any amount owing by the Merchant prior to the payout, with notification to the Merchant. NKL shall issue any payout to the Merchant on a weekly basis based on the reconciled statement. In the event of any discrepancies, NKL's statement extracted from the platform system shall be the final and conclusive one.

- i) All payments and remittances under this Agreement shall be effected through such settlement arrangement as agreed below:

The Merchant shall on its own accord to access to the system every Monday to check and/or opt to withdraw the preceding weekly entitled amount. If the Merchant chooses to withdraw the amount after the deduction of the revenue share and any other charges, and will be remitted on a weekly basis.

5) **Marketing and Advertisement**

NKL may provide marketing materials to the Merchant for display and identification purposes, such as stickers, brochures, buntings. The Merchant does not possess any rights to use any intellectual property rights of NKL, including any domains or similar domain names. NKL may advertise the Merchant's logo, slogans or any other marketing language of the Merchant on the platform or any other affiliates or partner's platform, to which it specially authorized NKL unlimited right, royalty free to use its intellectual property relating to the service.

6) **Warranties and Representations**

The Merchant warrants and represents that it has full legal rights to enter into this Agreement and has complied with all rules and regulations in running its business. The Merchant further warrants that the use of the intellectual property rights shall not infringe any other third party's rights at any time.

7) **Confidentiality**

All information obtained in the course of this business relationship provided by NKL shall be deemed to be strictly confidential. No such information shall be divulged to any outside party.

8) **Indemnity and Limitation of Liabilities**

The Merchant shall at its expense, defend and hold NKL and its directors harmless from any claims by any third party including all costs incurred by NKL in defending such claim. In no event that NKL's liability under this Agreement shall exceed the one-month transaction fees paid to the Merchant. No parties shall be liable for the other for any indirect or consequential losses whether under law of contract or tort, whether such loss is reasonably foreseeable or has been previously advised thereof.

This clause shall not affect or applicable to any claim relating to any liability for death or personal injury caused by its negligence or negligence of its employees, agents or subcontractors.



9) Termination

Each Party may terminate this Agreement with 3 months' written notice to the other party. Each party may terminate this Agreement by giving 14 days written notice, if a party has breached any clauses under this Agreement. NKL may suspend the Service or the listing of the menu without any compensation to the Merchant if in the reasonable opinion of NKL, the Merchant is in breach of any terms of this Agreement or may be negatively affecting the goodwill or business of NKL.

All clauses intended to survive the termination of this Agreement shall continue to bind the parties.

11) Miscellaneous

- a) The Merchant agrees that NKL may list the menu items on any other online food delivery platform to which NKL has entered into a formal partnership with, from time to time.
- b) The appointment of NKL is not to be construed as an employee-employer relationship, nor a partnership or joint venture and shall purely be treated as an independent contractor basis. The Merchant agrees however that NKL has the right to conclude any matter or issues in relation to or arising out of this appointment, with any third party as an agent of the Merchant.
- c) The Parties each represents that all necessary steps have been taken to empower the signatory and this Agreement shall constitute a valid and legally binding obligation.
- d) The Merchant shall not transfer or assign any rights and obligations under this Agreement to any third party whether in whole/part without NKL's prior written consent. NKL shall be allowed to transfer, novate or assign this Agreement to its affiliates or related party with notification to the Merchant.
- e) No amendment or modification to this Agreement shall be binding unless it is in writing and signed by both parties.
- f) If any one of the provisions herein becomes invalid for any reason whatsoever, the other provisions shall remain in effect and the parties agree to provide for a substitute provision to give effect to the intention of the parties.
- g) Failure of either party at any time to require the performance by the other party of any provision herein will in no way affect the full right to require performance at any time thereafter; nor will the waiver by either party of a breach of any provision herein constitute a waiver of any succeeding breach of the same or any other such provision or the waiver of the provision itself.
- h) Time wherever mentioned herein shall be of the essence.
- i) This Agreement shall be governed by the laws of Malaysia and any claims, dispute or other matters in question arising out of or relating to this appointment shall first be amicably settled between the senior management of the Parties. In the event that no settlement or resolution between the Parties within 30 days from the date of the dispute notice, either Party may refer such dispute exclusively to the Courts of Malaysia.
- j) It is expressly understood and agreed by the parties that NKL may solicit potential clients and may enter into collaborations with other party to perform its Services to any other party.
- k) Each Party shall bear its own legal cost of this Agreement.
- l) Parties agree that all forms, schedules or appendixes shall form part of this Agreement and shall be binding against the Parties.

Signed for and on behalf of:

NKL360 Malaysia Sdn Bhd

The Merchant

 Name:
 Position:
 Date:
 Company Stamp:

 Name:
 Position:
 Date:
 Company Stamp:



Appendix 1

Branches 1	
Merchant Name	
Address	
Person In charge Name	
Person In charge Contact	

Branches 2	
Merchant Name	
Address	
Person In charge Name	
Person In charge Contact	

Branches 3	
Merchant Name	
Address	
Person In charge Name	
Person In charge Contact	

Branches 4	
Merchant Name	
Address	
Person In charge Name	
Person In charge Contact	

Branches 5	
Merchant Name	
Address	
Person In charge Name	
Person In charge Contact	

Branches 6	
Merchant Name	
Address	
Person In charge Name	
Person In charge Contact	

Please provide different contact number for each branch