

**SUPPLEMENTARY AGREEMENT 1/2023**  
**TO GRAB MARKETPLACE AGREEMENT/ GRAB MERCHANT AGREEMENT -**  
**GRAB DINE-IN VOUCHER TERMS AND CONDITIONS**

This Dine-In Voucher Terms and Conditions ("**Dine-In Voucher T&C**") is made pursuant to the Grab Marketplace Agreement/ Grab Merchant Agreement entered between MyTeksi Sdn Bhd ("**Grab**") and the Merchant-Partner.

1. This Dine-In Voucher T&C shall constitute an integral part of the Grab Marketplace Agreement/ Grab Merchant Agreement and the Dine-In Voucher T&C and the Grab Marketplace Agreement/ Grab Merchant Agreement are co-terminus. All terms, conditions, covenants and provisions of the Grab Marketplace Agreement/ Grab Merchant Agreement are hereby adopted and incorporated herein. In the event of inconsistency between this Dine-In Voucher T&C and the Grab Marketplace Agreement/ Grab Merchant Agreement, this Dine-In Voucher T&C shall prevail.

2. **Effective Date**

The Dine-in Voucher service and this Dine-In Voucher T&C shall be effective from 1 August 2023 ("**Dine-In Voucher Effective Date**").

3. **Definition**

"**Dine-in Voucher**" refers to the voucher(s) (electronic or otherwise) purchased by the End User via the Grab Platform, which voucher(s) may subsequently be redeemed for dine-in and/or takeaway (where dine-in does not apply) by the End User at Merchant-Partner's premises (subject to certain stipulated terms and conditions). Dine-in Voucher is a form of Good(s).

4. **Service Fee**

- 4.1 Service Fee for "Dine-in Voucher" payable by Merchant-Partner to Grab are as follows:

<b>Standard Service Fee – Charged on final Retail Price of each order (2 decimal place)</b>	<b><u>Before Service Tax (ST)</u></b>	<b><u>After Service Tax (ST)</u></b>
Dine-in Voucher Service Fee	3% (Waived until 31 December 2023)	3.18%

- 4.2 Service Fee for Dine-in Voucher is waived from the Dine-In Voucher Effective Date until 31 December 2023. Starting from 1 January 2024, a 3% Dine-in Voucher Service Fee (subject to SST) shall apply.
- 4.3 Grab reserves the right to adjust the Dine-in Voucher Service Fee from time to time, as notified by Grab through written or electronic communication such as email, Grab In-App notification, letter or memo, not less than fourteen (14) days prior to such implementation. Any changes to the Dine-in Voucher Service Fee will be deemed to be accepted by the Merchant-Partner unless the Merchant-Partner notifies Grab of any objection in writing within seven (7) days of the date that Grab informs the Merchant-Partner or sends the Merchant-Partner notification of the change.

5. **Terms and Conditions**

- 5.1 The value of Dine-In Voucher, redemption limit, Retail Price sold to End User and calculation related to the promotional contribution from Merchant-Partner will be agreed upon by the

Parties through written or electronic communication such as email, GoogleForm or Grab In-App notification. Other terms and conditions applicable including but not limited to the Dine-In Voucher redemption mechanics, redemption period etc., shall be determined by Grab and Grab shall be entitled to amend the terms and conditions periodically subject to commercial justification and business necessity. Grab will notify Merchant-Partner of any such amendments in writing (including email) by giving prior notice of not less than fourteen (14) days prior to such implementation.

- 5.2 Grab shall have no involvement or responsibility for any damages arising in respect of any claim by End Users or any third party with respect to the redemption of Dine-in Voucher and/or any non-compliance with applicable laws in relation to the Dine-in Vouchers.
- 5.3 Merchant-Partner agrees and acknowledges that notwithstanding any other provision to the contrary in the Grab Marketplace Agreement/ Grab Merchant Agreement:
- (a) remittance of the Goods Revenue (for the avoidance of doubt, in this context, remittance of payment for Dine-in Voucher purchases) under Clause 8 of the Grab Marketplace Agreement/ Grab Merchant Agreement shall only take place after the Dine-in Voucher has been fully redeemed by End User, and not upon End User's purchase of the Dine-in Voucher. A Dine-in Voucher is considered fully redeemed the moment End-User redeemed the said voucher on GrabApp;
  - (b) where the Dine-in Voucher(s) is not fully redeemed on or before its stipulated expiry date or it otherwise lapses, terminates or is cancelled or voided for any reason, Grab shall be entitled to retain the full purchase price (retail price) paid by the End User and Merchant-Partner shall not be entitled to receive the whole or any part of the same;
  - (c) Grab shall have an unfettered right to market, sell or distribute Merchant's Partner's Dine-In Voucher on third-party platforms to facilitate the sales of Merchant's Partner's Dine-In Voucher.

Signed for and on behalf of Merchant-partner

Signed for and on behalf of MyTeksi Sdn Bhd



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**Merchant-Partner:** SHAWARMA STATION: MENARA MILENIUM 8

(SSM Name and Registration No.)

**Signatory Name:**

**Title:** OWNER

**Name:** Tan Jiong Jian

**Title:** Head of Commercial