

TERMS AND CONDITION OF SUPPLIER REGISTRATION

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR APPLICATION TO GENTING MALAYSIA BERHAD (hereinafter referred to as “**GENM**”) via the website at <https://rwb.supplier.ariba.com> (hereinafter referred to as the “**Site**”).

By completing the Application Form, providing and submitting required information and attachments (collectively referred to as the “**Information**” and any reference to “Information” shall include its updates, proposals, quotations, supporting documents that may be submitted by you and received by us from time to time) to GENM via the Site and/or via any other mode(s) as determined by GENM from time to time, you are deemed to have read, understood, accepted and be bound by the following terms and conditions including but without limitation to the Bidder Agreement and General Terms & Conditions of Purchase Order for Services & Products which has been posted in <https://rwb.supplier.ariba.com> (hereinafter collectively referred to as the “**T&Cs**”):-

1. Interpretation

- (a) Reference to “you”, “your” and “yours” are reference to the supplier(s) accessing the Site.
- (b) Reference to “we”, “us” and “our” are reference to GENM and/or its holding companies, subsidiaries, related and/or affiliates companies and/or such other customers of GENM including but not limited to Genting Berhad and/or its subsidiaries, related and affiliates companies (hereinafter referred to as the “**Affiliates**”), whichever is applicable.

2. The Site

- (a) The Site is a portal or gateway to enable various suppliers to apply and upon approval, to be registered as one of our suppliers and also to enable various suppliers to communicate with us for purposes relating to supply of goods, products and/or services to us subject to such terms and conditions that may be determined by us.
- (b) To apply to become one of our registered suppliers, you may register via the Site and shall indicate your acceptance of all the T&Cs and to provide such information as we may reasonably specify for identifying you.
- (c) The Site is licensed, operated and supported by Ariba Inc. (hereinafter referred to as “**Ariba**”).
- (d) We are not responsible for the contents available on or the set-up of any other websites linked to the Site. Access to and use of such other websites is at your own risk and subject to any terms and conditions applicable to such access/use. By providing hyperlinks to other websites, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the service/products they provide on their websites, or have any form of cooperation with such third parties and websites, including but not limited to Ariba’s website. We shall not at any time be a party to any contractual arrangements that may be entered into between you and the provider of the external websites unless otherwise specified or agreed by us expressly.

3. The Registration

- (a) You are not considered as one of our registered suppliers before you receive our written confirmation of registration via the Site (hereinafter referred to as “**Registration**”).
- (b) By submitting your application, you shall be deemed to have read and understood the T&Cs posted in <https://rwb.supplier.ariba.com> and also acknowledged and agreed that upon Registration, you shall be deemed to have agreed to accept and be bound by the terms and conditions stipulated in the T&Cs.
- (c) Where your Application is rejected or your Registration as registered supplier is cancelled (as the case may be), we are not obliged to provide any reason(s) thereof.
- (d) Without prejudice to the foregoing generality, we may reject your Application or cancel your Registration if we discover all or any part(s) of the Information submitted by you is false, incomplete, inaccurate or for such other reason(s) as we shall deem fit in our absolute discretion, including but not limited to non-observance of the T&Cs.
- (e) The Registration is for the sole and exclusive use by you and not assignable or transferable under whatever circumstances.
- (f) If you are invited to participate in any of the bidding or tender exercises that may be carried out by us from time to time, you acknowledge and agree that your participation in those bidding or tender exercises, in addition to the T&Cs, you shall be subjected to such terms and conditions that may be determined by us at that material time and if there is any inconsistency between the T&Cs and the terms and conditions of that bidding or tender exercise, the terms and conditions of that bidding or tender exercise shall prevail for that bidding or tender exercise.

4. Warranties and Representations

- (a) You shall warrant and represent that:-
 - (i) by submitting and providing the Information and if applicable, being registered as one of our suppliers, you are not in any way breach any contract, law, by-law, rule or regulation of the appropriate authorities having power affecting the provisions of this Registration which are now in force or which may hereafter be enacted including but without limitation our rules, regulations and security procedures which are presently in force or which may hereafter be implemented and shall not interfere us in any way or manner;
 - (ii) you have the capacity and the power to provide the Information via this Application Form and/or Registration and that you possesses the requisite licence(s) and approval(s) if applicable in order to execute, deliver and perform its obligations under this T & Cs;
 - (iii) all Information is up-to-date as at the date of submission and true, current, complete, correct, accurate, does not cause any ambiguity and is not misleading;

- (iv) you acknowledge and agree to let us to disclose the Information to our Affiliates at such times and for such purposes as we shall deem fit in our absolute discretion.

- (b) Submission of the Application Form and Information or upon approval, the Registration (as the case may be) are SOLELY for the purposes of recognizing you as one of our suppliers and receipt of application or confirmation of the Registration shall NOT at any time be construed, read or interpreted that we have warrant and/or represent to you that:-
 - (i) you shall be invited for any tender and/or bidding that may be carried out by us;
 - (ii) we shall purchase any goods, products or request for any services from you;
 - (ii) we shall enter or be bound to any other form of contract or arrangement with you;

5. Access to the Site

- (a) You acknowledge that there may be a time lag in transmission of information or communication via the Internet any communication by us to you via the Site or such other electronic means shall be deemed to have been sent and received by you immediately after transmission and/or posted on the Site, as the case may be. It is your duty to check on the latest information and status. It is also your duty to enquire with us for any information, updates or latest status within the time period specified by us or the time usually required for a similar information, updates or latest status to be received.

- (b) You shall follow the guidance provided by us online in designating the use identification code (hereinafter referred to as the “**User ID**”) and the password (hereinafter referred to as the “**Password**”) for identifying your identity prior to access. You are required to quote your User ID and the Password and any other identifiers (if any) as we shall prescribed at the material time in order to have access to the Site.

- (c) You may change your password at any time but any change shall be effective only if accepted by us.

- (d) At no time and under no circumstances, you shall disclose the User ID and/or the Password to any other person. You shall act in good faith, exercise reasonable care and diligence in keeping the User ID and the Password in secrecy. For example, you should not:-
 - (i) write or otherwise record the User ID and/or the Password in any way that can be understood by someone else;
 - (ii) tell the User ID and the Password to unauthorized personnel;
 - (iii) use Password which may be easy to guess such as company number, telephone numbers etc;
 - (iv) record the User ID and/or the Password on any software which retains it automatically (for example, any computer screen prompts or “save password” feature or the like on your internet browser);
 - (v) use the same Password without regularly changing it;
 - (vi) use the same Password for other internet sites.

- (e) Any Information, offers, documents, instructions, confirmation, withdrawals, actions, acceptances, updates or whatever representations or dealings that have been received by us shall be irrevocable and binding on you whether given by you or by any other person purporting to be you. We shall not at anytime under a duty to verify the identity or authority of the person dealings with us via the Site apart from verifying your User ID and the Password and such other identifiers (if any).
- (f) You shall be fully responsible for any accidental or unauthorized disclosure of the User ID and/or the Password to any other person and shall bear the risks of the User ID and the Password being used by unauthorized persons or for unauthorized purposes.
- (g) If your User ID and/or the Password has been disclosed to any unauthorized person or if there has been any unauthorized access to the Site, you shall notify us and the Ariba Helpdesk at 1800 801 448 (Malaysia Toll Free number) as soon as practicable and until we and/or Ariba actually receive such notification, you shall remain responsible for any access and all use of the Site by unauthorized persons or for unauthorized purposes. We reserve our right to impose any administration fees in disabling and/or re-programming any of the User ID and/or the Password.

6. Copyrights, Trade Marks and Intellectual Property

- (a) The contents of the Site, including but not limited to the texts, graphics, images and other materials, are protected by copyright. No part or parts of the Site may be reproduced, distributed, adapted, modified, republished, displayed, broadcasted, hyperlinked, framed or transmitted in any manner or by any means or stored in an information retrieval system without our prior written permission and whenever applicable, prior written permission of Ariba.
- (b) You shall not, without our prior written permission and whenever applicable, written permission of Ariba, insert a hyperlink to the Site on any other website or "mirror" any contents in the Site or any other server.
- (c) All trademarks, service marks, tag lines and logos (the "**Trade Marks**") used and displayed on this website are our and Ariba's registered and unregistered Trade Marks. Access to the Site does not grant you any license or right to use any of the Trade Marks displayed on the Site without our written permission or written permission of Ariba. You are strictly prohibited from using the Trade Marks as a HTML link without our prior written approval or if applicable, the prior written approval of Ariba.
- (d) You shall not at any time issue any press release, public announcement or any statements in whatever manners concerning or mentioning our names or inference without our prior written consent.

7. Your Covenants

- (a) You acknowledge and agree that we may use the Information (and such further or other information as we may require of you from time to time) for our assessment and evaluation of you, our commercial decisions and/or such other purposes as we may require from time to time and that:-
 - (i) we may at all times rely on the currency, completeness and accuracy of any and all of the Information;

- (ii) it is your duty to inform us of any and all outdated, incomplete or inaccurate Information and to provide us of any updates and/or changes to the Information;
 - (iii) in no event shall we be liable to you if our assessment, evaluation and decisions were made based on outdated, incomplete or inaccurate Information;
 - (iv) you shall indemnify and defend us and to continue to keep us indemnified and defended in respect of any liabilities, claims, demands, actions, proceedings, losses, damages, expenses costs (including without limitation, legal costs incurred on a client and solicitor basis), judgment sums whatsoever which may be made or brought against or suffered by or incurred by us (whether directly or indirectly) in furtherance to our reliance of your outdated, incomplete or inaccurate Information.
- (b) You shall not, and shall not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Site or any software comprised in it.
- (c) Other than those information that are accessible via public domain, all of our documents or information (“**Our Confidential Information**”) that are available on the Site (including without limitation information or documents that have been downloaded by you from the Site) shall be confidential and you shall keep and maintain such document or information in strict confidence in the same manner a prudent person would use to protect Our Confidential Information of their own proprietary and confidential information of like kind (but in no event less than reasonable care) whereby you shall use Our Confidential Information for purposes specified by us and you shall not disclose all or any part of Our Confidential Information to any other party(ies) without our prior written consent unless disclosure is required under the following exceptions:-
- (i) if the disclosure is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority to be disclosed;
 - (ii) disclosure to its directors, officers and employees and professional advisor(s) and/or consultant(s) appointed by you to the extent that it is reasonably necessary for the performance of the purposes and you shall ensure that your directors, officers and employees and professional advisor(s) and/or consultant(s) is made aware of and complies with all of your obligations of confidentiality and you shall procure them not to do or omit to do anything which, if done or omitted to be done by you, would be a breach of your obligations.
- AND this covenant shall last to a period to be informed by us in writing and you hereby acknowledge and agree that Our Confidential Information is valuable, special and/or unique asset belonging to us and unauthorised disclosure or use of Our Confidential Information could cause irreparable harm and significant injury to us, which may be difficult to ascertain. Accordingly, you agree that we shall have the right to seek and obtain immediate injunctive relief from breaches of this covenant, in addition to any other rights and remedies it may have in equity or law.
- (d) You shall at all time comply with the T&Cs and any security procedures implemented by us or Ariba.

- (e) Once you have logged on to the Site, you must not leave the internet terminal from which you have accessed at any time, or let anyone else use the internet terminal until you have logged off the Site. You will be responsible for ensuring that you have logged off the Site at the end of any session.

8. Information and Confidentiality

- (a) You understand and agree that we do not have any obligation or duty to retain in confidence all Information provided and transmitted to us or information that we have acquired or may acquire whether directly or indirectly from the Site or to which we may have access through whatever manner(s) or information which you identify as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary and/or confidential (including but not limited to data and particulars of your company, firm or person with which you may be in commercial or technical cooperation or association, data of your guests and customers, your operation and activities, financial standing, profile, claims or actions for or against you, your future plan, development, expansion or contraction) (hereinafter collectively known as “**Your Confidential Information**”);
- (b) Your further agree that:-
 - (i) we have the right to use or disclose any of Your Confidential Information as needed to satisfy any law, regulation or legal request, to protect the integrity of the site, to fulfill our requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety;
 - (ii) you shall not hold us responsible and/or liable for any loss and/or damage arising from any disclosure of Your Confidential Information to any person whether intentional and unintentional by us;
 - (v) you allow us to use all of Your Confidential Information to assess and to build a vendor/supplier and purchaser relationship and other related commercial purposes;
 - (vi) Your Confidential Information may be transferred to another party in the event that we enter into an arrangement with that other party such as a merger, acquisition or sale of all or a portion of our assets..

9. Independent Service Provider

- (a) Whenever applicable, GENM has been appointed as independent service provider to procure and purchase goods, products and/or services for its Affiliates. You acknowledge and agree that the contracting party(ies) of any supply contract(s) that may be entering by you with us shall be the party(ies) specified in the relevant supply contract(s) and unless it is otherwise specified in the relevant supply contract(s), if the supply contract(s) cover more than one company, it shall be deemed that each and every company shall be entering into that supply contract(s) individually and severally.

10. Disclaimer of Liabilities

- (a) You agree and acknowledge that you are participating in the application and Registration at your own risk and shall fully release us from all claims, actions and demands of any kind and neither us nor Ariba assume any liability or responsibility to you or your employees, contractors, agents and/or any third party for the consequences arising from or in connection with:-
- (i) use of the Site and/or access to any information as a result of such use by you or any other person whether or not authorized;
 - (ii) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure to access the Site, in transmitting information or documents in connection with the Site caused by any acts, omissions or circumstances beyond our reasonable control including without limitation, failure of any communication network, act or omission of any third party service providers (including but not limited to Ariba), mechanical failure, malfunction, breakdown, downtime, power failures, your errors, acts of god or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law).
- (b) We and Ariba do not warrant, represent or guarantee the sequence, accuracy, truth, reliability, adequacy, timeliness or completeness of any part of the contents of the Site or whether it is fit for any purpose. Nor do we and Ariba assume any liability (whether in tort, contract or otherwise) for any reliance on the information by you or any other person.
- (c) In the event the preceding conditions (a) and (b) above are held to be invalid for any reason, our liability shall at all times, be limited to the total sum of **Ringgit Malaysia: Three Hundred (RM300.00)** only to cover claims of all nature, including without limitation, all interest, costs, fees and expenses that may be incurred or suffered by the patron(s). We or Ariba shall not at any time be liable to you and or any other third party(ies) for any incidental, indirect, special, consequential or exemplary damages including without limitation, any loss of use, revenue, profits or savings.

11. Indemnity

- (a) You hereby expressly agree and undertake to indemnify and defend us and to continue to keep the same indemnified and defended in respect of any liabilities, claims, demands, actions, proceedings, losses, damages, expenses costs (including without limitation, legal costs incurred on a client and solicitor basis), judgment sums whatsoever which may be made or brought against or suffered by or incurred by us (whether directly or indirectly) in connection with or as a result of:-
- (i) any breach of the T&Cs, including without limitation to breach, misuse or infringing of any Trade Marks or any other intellectual property rights owned by us or Ariba; and
 - (ii) any property loss or damage brought by or on behalf of any third persons in consequence of any breach of all or any contractual obligations, representations, warranties, covenants or undertakings as stipulated in the T&Cs.

12. Termination

- (a) We may, at any time, without giving notice or reason suspend or terminate the Site or their use by you without prior notice and without assigning any reasons.
- (b) All provisions of the T&Cs which in order to give effect to their meaning need to survive the suspension or termination of the Site and/or access of the Site by you shall remain in full force and effect after suspension or termination, including without limitation, Conditions 10 and 11. Notwithstanding such suspension or termination, you shall continue to be bound by the T&Cs to the extent that they relate to any of your obligations or liabilities which remain to be performed or discharged.

13. Successors-in-title

- (a) The T&Cs shall be binding upon the successors-in-title of the Parties.

14. Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties shall submit to the non-exclusive jurisdiction of the courts of Malaysia.

15. Amendment

- (a) We may amend the T&Cs and/or introduce additional terms and conditions at any time and from time to time by posting these amendments on the Site. The amended terms and conditions shall become effective immediately unless otherwise provided by us, and it is your responsibility to monitor the Site for notices of such amendments and shall be binding on you if you continue to use or access the Site on or after the effective date of variation.

16. Severability

- (a) Each of the provisions of the T&Cs is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

17. Waiver

- (a) No act, delay or omission on our part shall affect our rights, powers and remedies under the T&Cs or any further or other exercise of such rights, powers or remedies. The rights and remedies under the T&Cs are accumulative and not exclusive of the rights and remedies provided by law.

18. Miscellaneous

- (a) You shall be liable to pay for all costs and expenses that may be incurred in accessing and using the Site.

- (b) There is no agency, employment, joint-venture or partnership is created hereby or between the parties hereto.
- (c) You represent and warrant to GENM that you and your employees, contractors and agents are not of notorious or unsavoury reputation and that your employees, contractors and agents have not been convicted of any criminal offences and are not associated with or support subversive movements. You shall immediately notify GENM in the event of a breach or likely breach of the foregoing representations and warranties.
- (d) You acknowledge and agree that GENM prohibits you from directly or indirectly employing, engaging and/or hiring any persons below the age of 21 or any entities likely to employ, engage and/or hire any persons below the age of 21 if such persons are supplying, procuring or purchasing products and/or services to GENM for and/or on your behalf in or within the casino premises of Resort World Genting. You further acknowledge and agree that GENM will not issue and, if already issued, will recall any worker permit and/or visitor permit to any person below the age of 21 if such persons are supplying, procuring and/or purchasing products and/or services to GENM in or within the casino premises of Resort World Genting.

ACKNOWLEDGMENT AND ACCEPTANCE

We, [_____] (Company Registration No. _____) hereby expressly declare and acknowledge that we have read and fully understand and we further confirm our agreement and acceptance of all the terms and conditions as above stated.

We hereby covenant and undertake that we will comply strictly with and observe all the terms and conditions as above stated.

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(Signatory)
Name of Authorised Signatory & Designation:
Company stamp:
Date: