

GENERAL TERMS AND CONDITIONS (FREIGHT FORWARDING SERVICES)

The terms and conditions herein regulate the freight forwarding matters between the Seller and the Forwarder ("the parties"). The parties acknowledge and agree that they have read, understood, and accept the terms and conditions herein.

APPOINTMENT

The Seller hereby appoints the Forwarder and the Forwarder hereby accepts the Seller's appointment as the freight forwarding agent to provide the freight forwarder services in all phases of logistics in connection with various international and national modes of transport (as described and more particularly delineated in Paragraph (ii) of the PARTIES' OBLIGATIONS Clause below) to the Seller, on a non-exclusive and case-to-case basis, upon the terms and conditions herein contained.

The Seller may entrust the Forwarder for a freight forwarder service by providing to the Forwarder a letter of authorization and the details outlined in the said letter of authorization letter shall form the basis of each specific freight forwarding matter stated therein.

PARTIES' OBLIGATIONS

- (i) The responsibilities and obligations of the Seller shall include the following: -
 - (a) ensure the legality and safety of the items being shipped;
 - (b) ensure that the shipment shall not contain undeclared flammable, explosive, toxic, hazardous materials, goods with special odors, or items that are prohibited or restricted from import or export by the government;
 - (c) ensure that the product shall be in good condition as the Seller described in the Platform. All cargo information, shipping details, delivery information and such other details provided by the Seller under Item (iii) hereof shall be accurate;
 - (d) ensure that the product to be shipped shall be properly and safely secured packaged wrapped and labelled to prevent and minimise damage in the transit;
 - (e) responsible, pay and bear all additional service fees, fines, penalty, costs and expenses incurred for the Services provided by the Forwarder due to the Seller's fault, omission or negligence.
- (ii) The responsibilities and obligations of the Forwarder shall include the following: -
 - (a) booking of domestic and international multimode transportation, transit / pick up / delivery of goods, storage, consignment, customs declaration, application for quarantine and inspection, preparing and issuance of relevant documents, procurement of cargo insurance, settlement of relevant expenses, settlement of dispute and to immediately notify the Seller and JYH on the same;

- (b) to immediately notify the Seller and JYH on any change of shipping / flight schedule;
 - (c) to immediately notify the Seller and JYH if the cargo is found stained, moistened, deformed, damaged or inconsistent with the information or documents provided by Seller before transshipment or delivery to the customer;
 - (d) to be responsible for the acts or omission or mistake of a third party or carrier engaged by the Forwarder to carry out or complete wholly or in part the freight forwarding services;
 - (e) at its own cost and expense, obtain and maintain all licenses permits, certificates, consents and/or governmental approvals that may be necessary to carry out and complete the freight forwarding service(s);
 - (f) to procure relevant insurance policy(ies) including but not limiting to the public liability, fire and theft insurance policies to the full value thereof and/or for any loss damage death injury from any cause whatsoever contributed by the freight forwarding matters or services and to punctually pay for all premium necessary for the purpose;
 - (g) to receive and accept from JYH all or any payment made by the customer in respect of the sale of the Seller's products or services at the Platform ("the Payment") AND to pay, transmit or transfer the Payment to the Seller on the same day upon the receipt of the Payment or as the case may be, such date, time and/or manner as may be mutually agreed upon by the Seller and the Forwarder;
 - (h) consultation services and other freight forwarding matters.
- (iii) The Seller shall provide to the Forwarder a written notice for entrustment of a specific freight forwarding service which include but not limited to the following details: -
- (a) Cargo Information: The name, weight, volume, and number of items to be shipped.
 - (b) Shipping Details: The origin and destination addresses, along with the name and contact information of the Seller's personnel.
 - (c) Pickup and Delivery Details: The address and time for goods pickup, the destination location, required shipping date, due date for delivery to the receiver, transport mode terms, and details regarding additional shipping charges and payment methods.
 - (d) Receiver Information: The name, address, phone number, postal code, contact person at the receiving unit and other relevant information.
 - (e) Special Cargo: If the Seller is shipping valuable items, fragile items, hazardous materials, frozen or refrigerated goods, live animals, oversized items, or other special cargo, a written declaration must be provided to the Forwarder specifying the nature of the goods and any special handling, protection, loading/unloading, securing, stacking, or storage requirements.

PAYMENT OF SERVICE FEES

- (i) The Forwarder agrees to provide reasonable and competitive service fees to JYH as the freight forwarder agent appointed by the Seller, and these prices cannot be arbitrarily adjusted or changed, unless affected by political factors, disasters, or other special external factors.
- (ii) The parties hereby mutually agree that the service fees or rate(s) payable to the Forwarder shall be calculated in the following manner:

- (a) For Domestic logistics (within the territory of the People's Republic of China)

The applicable rate shall be based on the rate as prescribed by the Forwarder or the prevailing market rate at the time, as mutually agreed upon by JYH and the Forwarder, which shall be borne solely and entirely by the customer.

- (b) For International logistics

I. The applicable rate shall be based on the rate as prescribed by the Forwarder or the prevailing market rate at the time, as mutually agreed upon by JYH and the Forwarder.

II. For shipments less than 30kg, the rate shall be assessed based on kilogram; whereas for shipments weighing 30kg and above, the rate shall be assessed based on the volumetric measurement of the goods which shall be cubic meters (CBM).

- (iii) The payment of the service fees and/or other freight charges (if any) shall be made upon the receipt of the goods by the Forwarder at the Forwarder's warehouse or in the Forwarder's possession and in the manner stated in item (v) hereof. JYH shall pay to the Forwarder the service fees at the agreed price for the freight forwarding service carried out by the Forwarder.

- (iv) The Forwarder shall be obliged to notify the Seller and JYH for any temporary price changes by the actual carrier and any such changes shall be subject to a prior written agreement from JYH.

- (v) Upon the receipt of the goods by the Forwarder at the Forwarder's warehouse or possession, the Forwarder shall provide to JYH a list of charges containing all fees, costs and expenses incurred from the freight forwarding service(s) carried out by the Forwarder for verification purpose. JYH shall make payment of the service fees and/or other freight charges (if any) to the Forwarder: -

- (a) on or before the **FIFTEENTH (15th)** day of the same month if JYH receives the list of charges from the Forwarder **within the period from the FIRST (1st) day to the TENTH (10th) day** of the month;

- (b) on or before the **TWENTY FIFTH (25th) day** of the same month if JYH receives the list of charges from the Forwarder **within the period from the ELEVENTH (11th) day to the TWENTIETH (20th) day** of the month;

- (c) on or before the FIFTH (5th) day of the following month if JYH receives the list of charges from the Forwarder **within the period from the TWENTY FIRST (21st) day to the LAST day** of the month,

Provided further that JYH has no objection to the list of charges.

If JYH has any objections to the charges, JYH must raise them within 5 days upon their receipt of the list of charges failing which it will be deemed accepted by JYH.

- (vi) In addition, any changes to the backend arrangement must be mutually agreed upon in writing by the Forwarder and JYH to ensure the fulfillment of the agreed price. In the event of any disputes or objections, such objections must be formally confirmed by the respective party in writing.
- (vii) The Forwarder shall issue a separate invoice to the customer (and a copy of the same to JYH) for each service rendered. The invoice shall include the purchase price of the ordered item, the service fees together with an administrative fee at the rate of 2.0% on the total amount thereof levied by the Forwarder.
- (viii) With respect to the Payment made by JYH in RM, the Forwarder shall pay, remit or transfer the Payment to the Seller in RMB in accordance with the exchange rate as established by the Forwarder. The Forwarder shall ensure that the funds are transferred to the account designated by the Seller on the same day (failing which the Forwarder shall pay to the Seller a late payment penalty at the rate of 0.03% per day calculated on the Payment sum or any outstanding amount) or such date, time, currency and/or manner mutually agreed upon by the Seller and the Forwarder. The Forwarder shall provide to JYH the proof on the transfer of the Payment to the Seller within 3 days from the date of the Forwarder's receipt of the Payment from JYH or the date of the Payment cleared into the Forwarder's account, as the case may be, whichever shall be the earlier.

CONFIDENTIALITY

Each party shall maintain strict confidentiality for any technical information and business secrets of the other party that have not been publicly disclosed, which are obtained during the course of the dealing hereunder. Neither party shall, without the prior written consent of the other party, disclose such information to any third party save and except that this confidentiality obligation shall not extend to:

- (i) any information or data which is already in its possession other than as result of a breach of this clause; or
- (ii) any information or data which is in the public domain other than as a result of a breach of this clause; or
- (iii) any information which is required to be disclosed by any law, court order or by any regulatory or governmental authority having jurisdiction over a Party.

This clause shall survive the completion of the freight forwarding service(s) entrusted by the Seller to the Forwarder until the agreement to release such obligations by all parties, or until it is reasonably determined that a breach of the confidentiality will no longer result in any form of harm to the other party.

DEFAULT

- (i) In the event that the Seller fails to make any payment by the due date, the Seller shall pay to the Forwarder a late payment penalty at the rate of 0.03% per day calculated on the outstanding amount. In such event, the Forwarder shall have the right to suspend the performance of any services entrusted by the Seller and the Forwarder may retain any documents or items in its possession, whether or not related to that particular freight forwarding service or overdue payments.
- (ii) In the event that the goods, information, documents, or certificates provided by the Seller are found to be prohibited or restricted by the government and/or inconsistent or non-compliant resulting in the goods being detained, impounded, withheld, or auctioned by customs, commodity inspection authorities, carriers, custodians, or any other third parties, the Seller shall bear all related fine, penalty, losses, costs and expenses. Notwithstanding the same, the Forwarder shall be entitled to require for and receive the payment for the service fees in respect of the freight forwarding services rendered from the Seller.
- (iii) In the event that the Seller fails to make available deliver or collect the goods timely, causing the Forwarder to incur charges, including but not limited to demurrage fees, detention fees, storage fees, port congestion fees, or any other related expenses paid to third parties, then the Seller shall be liable to reimburse the Forwarder for such costs. The reimbursement shall be made on an actual-cost basis, with supporting evidence of the expenses incurred.
- (iv) The Forwarder shall not be held liable for any loss or shortage of goods arising from or of all or any of the following circumstances for reasons not attributable to the Forwarder: -
 - (a) Intentional acts or negligence on the part of the Seller;
 - (b) Defects inherent in the goods, natural deterioration, or inadequate packaging of the goods;
 - (c) Irregular transportation of the goods caused by customs or other governmental authorities, carriers including shipping companies, airlines, container terminal operators, ports, airports, or any other third parties, including but not limited to delays in shipping schedules or flights, cancellation of voyages or flights, incorrect loading or unloading at transshipment ports, missing cargo, or discrepancies between shipping documents and actual goods, leading to loss or damage of the goods or delay in transshipment or delivery.
 - (d) force majeure event(s).
- (v) Unless otherwise expressly provided herein, if either party fails to fulfill its obligations hereunder and does not remedy the breach within 3 days from the date of receipt by the defaulting party of a written notice to remedy from the non-defaulting party, the defaulting party shall be responsible to and indemnify the non-defaulting party for any damages or losses incurred as a result of such breach.

- (vi) The term "losses" appear herein shall include, but not be limited to, the actual damages sustained by the non-defaulting party as a result of the breach and all reasonable costs and expenses incurred by the non-defaulting party in including without limited to investigation fees, notarization fees, arbitration fees, litigation fees, legal fees, and any other related expenses. In the event that the losses cannot be precisely determined, such losses shall be deemed to be RMB10,000 only.

FORCE MAJEURE EVENT

"Force Majeure Event" means any unforeseen and/or unavoidable event that hinders, affects or delays either party from fully or partially performing its obligations hereunder, which shall include but not limited to detention of the goods caused by customs or other governmental authorities, government actions, earthquakes, typhoons, floods, fires, or other natural disasters, war, or any other similar events beyond the control of the affected party.

In the event of occurrence of a Force Majeure Event, the affected party shall immediately notify the other party by the most expedient means, providing detailed information regarding the occurrence of such event and the extent to which such event prevents affects or delays the performance of its obligations hereunder.

The party affected by a Force Majeure Event may temporarily suspended from performing its obligations hereunder until the impact of the Force Majeure Event has been removed, and shall not be held liable for any breach of the terms and conditions herein due to such event. However, the affected party shall use all reasonable efforts to overcome the Force Majeure Event and to mitigate its negative impacts.

JYH shall not be responsible and held liable to the Seller and/or the Forwarder nor shall the Seller and/or the Forwarder have any claim against JYH in respect of any loss of income, loss of profit, loss of market, loss of reputation, loss of customers, loss of use, loss of opportunity or other indirect, incidental, special, punitive, exemplary and consequential damages or loss howsoever incurred including without limitation breach of contract, negligence, wilful act, any claims for delay or loss or destruction or damage as a consequence of a force majeure event.

TERM AND TERMINATION

- (i) It is agreed by all parties herein that the terms and conditions contained herein shall remain effective and binding during the Term and shall automatically be renewed for an additional term of 1 year, unless otherwise terminated by the parties in writing prior to the expiration of the Term.
- (ii) Any written notice referred to in the preceding paragraph shall specify the grounds for the early termination of the Term. Upon the issuance of such written notice, the terms and conditions herein shall terminate with immediate effect and such termination shall be without prejudice to any claim for damages or any other remedy available to a party at law or at equity as result of such termination or for any antecedent breach.

IRREVOCABLE AUTHORISATION

The Seller hereby irrevocably authorize JYH to pay to the Forwarder OR transmit or transfer into the Forwarder's account the Payment.

JYH shall not be responsible and held liable to the Seller and/or the Forwarder nor shall the Seller and/or the Forwarder have any claim against JYH in respect of this irrevocable authorization. The Seller and/or the Forwarder shall indemnify and keep JYH fully indemnified against any damages, losses, claims and actions, costs and expenses of whatever kind or nature which the Seller and/or the Forwarder may suffer, sustain or incur as a result of this irrevocable authorisation.

GOVERNING LAWS AND DISPUTE RESOLUTION

The laws of Malaysia shall apply and govern the terms and conditions herein.

All parties shall fully comply with the terms and conditions herein. In the event of any dispute whether or not arising from or of a technical nature or in connection with the Services and/or the terms and conditions herein, it shall in the first instance be settled by discussions between the appointed representatives of each party.

In the event the dispute cannot be settled by the appointed representatives within one (1) month of the occurrence of such dispute, the dispute shall be resolved by way of arbitration. Such arbitration shall be carried out in Asian International Arbitration Centre ("AIAC") in Malaysia for the time being in force, which rules are deemed to be incorporated by reference in this Clause, before one (1) arbitrator in the English language. The arbitrator shall be agreed between the parties within fourteen (14) working days of the notice by either party that it is referring the dispute to arbitration, failing which the parties agree to refer to the Chairman of the AIAC to appoint an independent arbitrator. The arbitral award made and granted by the arbitrator shall be final and binding on the parties.

Any costs arising in connection with referring the dispute to the arbitrator shall be borne equally by the parties.

EXCLUSION OF LIABILITY AND INDEMNITY

Notwithstanding anything herein contained JYH shall not be liable to the Seller and/or the Forwarder nor shall the Seller and/or the Forwarder have any claim against JYH in respect of (i) any breach or non-compliance or non-observance by the Seller and/or the Forwarder of the terms and conditions herein; and/or (ii) the freight forwarding matters / services.

The Seller and/or the Forwarder shall indemnify, keep indemnified and hold harmless JYH from and against all summonses, actions, proceedings, claims, demands, loss, damage, judgment, settlement, interest, costs and expenses including solicitors' costs on solicitor-client basis for which JYH shall or may be or become liable in respect of and to the extent that may arise from (i) any breach or non-compliance or non-observance by the Seller and/or the Forwarder of the terms and conditions herein; and/or (ii) the freight forwarding matters / services; and/or (iii) infringement of third party intellectual property rights; and/or (iv) any loss, damages or liability arising out of third party claims, proceedings, lawsuit or allegations.

NOTICES

All notice demand or claims which are required to be given hereunder will be in English language and in writing. Such notices shall be sent to the address of the parties as follows or such other address as the recipient may designate by notice given in accordance with this clause.: -

If to the Forwarder : -

Correspondence address
Contact Person
Contact No.
Facsimile No.
Email address

If to JYH : -

Correspondence address
Contact Person
Contact No.
Facsimile No.
Email address

If to the Seller : -

The Seller's name	: as stated in the application form
Correspondence address	: as stated in the application form
Contact Person	: as stated in the application form
Contact No.	: as stated in the application form
Facsimile No.	: as stated in the application form
Email address	: as stated in the application form

Any such notice demand or claim may be delivered personally by post or facsimile transmission or electronic mail to the addresses set forth above and will be deemed to have been received:

- (a) if by hand delivery, at the time of delivery; or
- (b) if by courier, pre-paid or registered post, **FIVE (5)** days after the date of mailing; or
- (c) if by facsimile transmission, immediately upon transmission subject to the sender having received a transmission report confirming the successful transmission of the facsimile; or
- (d) if by electronic mail, upon successful transmission of the mail.

NO PARTNERSHIP

Nothing contained herein shall constitute or be construed as creating a partnership or fiduciary relationship between JYH and the Seller and/or the Forwarder and none of the parties hereto shall have any authority to bind or commit the other party. No provision herein is deemed to constitute either party as the legal representative or agent of the other for any purpose whatsoever. Neither party shall have any right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against in the name or on behalf of the other party except as otherwise expressly provided herein or as may otherwise be agreed in writing by both JYH and the Seller and/or the Forwarder.

ASSIGNMENT

The rights benefits and obligations of any party herein are personal to that party and shall not be capable of being assigned, delegated, transferred or otherwise disposed of save and except with the prior written consent of all parties herein.

LANGUAGE

Except as otherwise specifically provided to the contrary, all documents, notices, waivers and all other communications, written or otherwise, between JYH and the Seller and/or the Forwarder in connection with the freight forwarding matters / services shall be in English language or if in any other language, accompanied by a translation in English. In the event of conflict between English text and text in any other language, the English text shall prevail.

SEVERALITY

If any one or more of the terms and conditions or part thereof herein should be or becomes invalid or unenforceable due to whatsoever reason or reasons, this shall not in any way affect or impair the validity or enforceability of the remaining terms and conditions hereof.

DEFINITIONS & INTERPRETATIONS

“**customer**” means a third party, who purchases a product on the Platform.

“**JYH**” means JYH, its subsidiaries, partners, affiliates, directors, employees, officers, counsels, consultants, agents, representatives and/or third parties providing services for and on behalf of JYH.

“**Forwarder**” means [REDACTED]

“**Platform**” means jyh5g.com website and/or the JYH mobile app.

“**RM**” means the lawful currency of Malaysia.

“**RMB**” means the lawful currency of the People’s Republic of China.

“**Seller**” means the seller approved by JYH to conduct its business at the Platform and/or to use the Services.

“**Term**” means 1 year commencing 1 December 2024 and expiring on 31 December 2025.

Any reference to a date or time is a reference to that date or time in Malaysia.

Time wherever mentioned herein shall be of the essence.