ALLDAY MARTS, INC.

RELATED PARTY TRANSACTIONS COMMITTEE CHARTER

1. Objective

This Charter with respect to Related Party Transactions of AlDay Marts. Inc. (the “Company") is intended to ensure that material related party transactions (“RPTs”) are conducted in a manner that will protect the Company and all its stakeholders from conflict of interest which may arise from such transactions, that the RPTs are entered into at arms-length or at terms at least comparable to those available to unrelated third parties, and that these transactions shall be disclosed, reviewed, and approved in accordance with this Charter and consistent with the principles of transparency and fairness.

2. Membership

The Related Party Transactions Committee (“RPT Committee”) is tasked with reviewing all material related party transactions of the Company. It shall be composed of at least three (3) members, at least two (2) of whom shall be independent directors including the chairman of the committee.

3. Coverage

This Charter covers RPTs between the Company and a Related Party as defined below or between a direct or indirect subsidiary of the Company and a Related Party as defined below if the subsidiary has not adopted its own policy on related party transactions.

4. Definition of Terms

For the purposes of this Charter, the following definitions shall apply:

Related Parties — covers the Company’s members of the Board, officers, substantial shareholders and their spouses and relatives within the fourth civil degree of consanguinity or affinity, legitimate or common-law, any corporation or entity over which any of these persons has control, joint control or significant influence or which is managed by any of these persons, or any affiliate of the Company.

Substantial Shareholder — any person who is directly or indirectly the beneficial owner of more than ten percent (10%) of any class of its equity security.

Affiliate — refers to an entity linked directly or indirectly to the Company through any one or a combination of any of the following:

- Ownership, control or power to vote, whether by permanent or temporary proxy or voting trust, or other similar contracts, by a company of at least ten percent (10%) or more of the outstanding voting stock of the Company, or vice-versa;
- Interlocking directorship or officership, except in cases involving independent directors as defined under existing regulations;
- Common stockholders owning at least ten percent (10%) of the outstanding voting stock of the Company and the entity; or
- Management contract or any arrangement granting power to the Company to direct or cause the direction of management and policies of the entity, or vice-versa.

Significant Influence — the power to participate in the financial and operating policy decisions of the Company but has no control or joint control of those policies.

Control — a person or an entity controls a company if and only if the person or entity has all of the following:

- Power over the direction of the conduct of the business and affairs of the company;
- Exposure, or rights, to variable returns from its involvement with the company; and
- The ability to use its power over the company to affect the amount of the company's returns.

RPTs — a transfer of resources, services or obligations between the Company and a Related Party, regardless of whether a price is charged. It shall exclude outstanding transactions that are entered into with an unrelated party that subsequently becomes a Related Party, provided that any amendment or supplement to the terms and conditions of such transactions at the time such counterparty is already a Related Party shall be considered an RPT for purposes of this policy.

Material RPTs — any RPT, either individually, or in aggregate over a twelve (12)-month period with the same Related Party, amounting to ten percent (10%) or higher of the Company's total consolidated assets based on its latest audited financial statement.

Materiality Threshold — ten percent (10%) of the Company's total consolidated assets based on its latest audited financial statement.

Related Party Registry — a record of the organizational and structural composition, including any change thereon, of the Company and its Related Parties.

5. Disclosure and Regulatory Reporting

A summary of Material RPTs entered into during the reporting year shall be disclosed in the Company's Integrated Annual Corporate Governance Report (I-ACGR).

Material RPTs shall be disclosed in the Company's financial statements.

6. Review and Approval of Related Party Transactions

Material RPTs shall be reviewed and evaluated by the RTP Committee and endorsed to the Board of Directors for approval.

In the review and approval of the Material RPTs, the RPT Committee shall consider the following factors:

a. Whether the transaction is conducted on an arm's length basis;
b. The aggregate value of the transaction;
c. The extent of the Related Party's interest in the transaction;
d. Purpose and timing of the transaction;
e. Whether the transaction would present an improper conflict of interest or special risks or contingencies to the Company or any Related Party taking into account the size of the transaction and the overall financial position of the Related Party; and
f. Any material information or other factors the RPT Committee deems relevant.

All individual Material RPTs shall be approved by at least two-thirds (2/3) vote of the Board, with at least a majority of the independent directors voting to approve all individual Material RPTs. In case that a majority of the independent directors' vote is not secured, the Material RPT may be ratified by the vote of the stockholders representing at least two-thirds (2/3) of the outstanding capital stock of the Company. For aggregate RPTs within a twelve (12)-month period that breaches the materiality threshold, the same board approval would be required for the transaction/s that meets and exceeds the materiality threshold covering the same Related Party.

Directors and key management personnel with personal interest in the transaction shall abstain from participating in the discussion on the same. Directors are prohibited to vote as well on a particular agenda when they are conflicted. In case they refuse to abstain, their attendance shall not be counted for purposes of determining quorum and their votes shall not be counted for purposes of determining approval.

The members of the Board, substantial shareholders, and officers shall fully disclose to the Board all material facts to any Material RPT as well as their direct and indirect financial interest in any transaction that may affect or is affecting the Company. Such disclosure shall be made at the Board meeting where the Material RPT will be presented for approval and before the execution of the Material RPT.

7. Ensuring RPT On Arm's Length Terms

All transactions with Related Parties shall undergo the regular transaction processing and approval processes as if the parties are not related. The Company shall ensure that no preferential treatment is given to Related Parties that are not extended to non-related parties under similar circumstances.

8. Remedies for Abusive Material RPTs

Whenever applicable, the Company shall discontinue a Material RPT if found abusive and demand restitution or losses or opportunity costs incurred by the Company arising out of the RPT. Abusive Material RPTs refer to Material RPTs that are not entered into on arm's length terms and unduly favor a Related Party.

The RPT Committee shall evaluate any abusive Material RPT and shall determine the appropriate penalties to be imposed upon erring directors or officers.

9. Charter Review

The RPT Committee shall cause the periodic review of the effectiveness of the Company's system and internal controls governing Material RPTs to assess consistency with the board-approved policies and procedures. The results of the review shall be communicated directly to the Audit Committee.