

**AGENT AGREEMENT**  
(VVIN Preferred Partner Plan)

This Agreement is made on the date as stated in **Section 1 of the Schedule 1** between the following parties:

**BETWEEN**

**JT APPS SDN BHD** (Company No. 1057460-X), a company duly incorporated under the laws of Malaysia and having its address at 3rd Floor, 39, Jalan Kuchai Maju 2, Off Jalan Kuchai Lama, 58200 Kuala Lumpur (hereinafter referred to as “**JT Apps**”) of the one part;

**AND**

The party with the particulars set out in **Section 2 of the Schedule 1** (hereinafter referred to as the “**Agent**”) of the other part.

**WHEREAS:**

- A. JT Apps is an operator of an integrated, comprehensive and complete digital marketing solution.
- B. JT Apps has agreed to appoint the Agent on a non-exclusive basis to sell, distribute and promote VVIN Business Packages under the VVIN Preferred Partner Plan and the Agent has agreed to accept the said appointment to in accordance with the terms and conditions as hereinafter contained.

**WHEREBY IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement, unless the context otherwise require it, the following expression shall bear the followings meaning respectively assigned to them:

“ <b>Agreement</b> ”	means this Agreement including all schedules and any variation of modification mutually agreed between the Parties hereto.
“ <b>Business</b> ”	means the Agent’s business of distributing, promoting and selling VVIN Business Packages to the Customer in accordance with the terms and conditions of this Agreement.
“ <b>Business Day</b> ”	means a day on which banks are open for business in Kuala Lumpur except a Saturday or Sunday and public holidays;
“ <b>Customer</b> ”	means any person, firm or company who subscribes to VVIN Business Packages.
“ <b>Customer’s Personal Data</b> ”	means all personal identifiable information provided by the Customer to the Agent, either verbally or in writing, during the distributing, promoting and selling of VVIN Business Packages under this Agreement.

<b>“Data Security Obligations”</b>	<p>means technical and organizational processes and procedures that will protect the Customer’s Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction or damage and which include:</p> <ul style="list-style-type: none"><li>(a) technical security measures;</li><li>(b) treating and safeguarding the Customer’s Personal Data as strictly private and confidential;</li><li>(c) minimising disclosure of the Customer’s Personal Data to third parties to the fullest extent possible;</li><li>(d) allowing access to the Customer’s Personal Data strictly on a 'need to know' basis employing appropriate access controls at all times;</li><li>(e) copying, reproducing and/or distributing the Customer’s Personal Data only to the extent necessary for performance of the Business; and</li><li>(f) maintaining adequate back-ups for the data to enable the Customer’s Personal Data to be recovered in the event of damage or loss;</li></ul>
<b>“Effective Date”</b>	means the date stated in <b>Section 1 of Schedule 1</b> ;
<b>“Governmental Agency”</b>	means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, office, commission, authority, tribunal, agency or entity;
<b>“Force Majeure”</b>	means an act, omission or circumstance relied on by one of the parties to this agreement as a Force Majeure event and over which that party could not reasonably have exercised control;
<b>“Parties”</b>	means collectively JT Apps and the Agent.
<b>“Party”</b>	means either JT Apps or the Agent.
<b>“Processing”</b>	<p>means in relation to Customer’s Personal Data, means collecting, recording, holding or storing the Customer’s Personal Data or carrying out any operation or set of operations on the Customer’s Personal Data, including—</p> <ul style="list-style-type: none"><li>(a) the organization, adaptation or alteration of Customer’s Personal Data;</li><li>(b) the retrieval, consultation or use of Customer’s Personal Data;</li><li>(c) the disclosure of Customer’s Personal Data by transmission, transfer, dissemination or otherwise making available; or</li><li>(d) the alignment, combination, correction, erasure or destruction of Customer’s Personal Data;</li></ul>

<b>“Remuneration”</b>	means the amount of money or monies worth payable or benefits awarded by JT Apps to the Agent in the manner stipulated in the VVIN Preferred Partner Plan Rules which may be revised by JT Apps from time to time and it excludes any processing and administration charges (if any) and JT Apps reserves the right to deduct the Remuneration for the said charges.
<b>“Territory”</b>	means Malaysia or any other location identified and agreed upon in writing by JT Apps from time to time where Agent shall carry out the Business.
<b>“Term”</b>	means the term of this Agreement stated in <b>Section 3 of Schedule 1</b> .
<b>“VVIN Business Packages”</b>	means the services provided by JT Apps that consist of an integrated, comprehensive and complete digital marketing solution.
<b>“VVIN Preferred Partner Plan”</b>	means the benefits and options offered to the Agent by JT Apps as chosen by the Agent in <b>Section 4 of Schedule 1</b> and pursuant to this Agreement, VVIN Preferred Partner Plan Rules and as set out by JT Apps from time to time.
<b>“VVIN Preferred Partner Plan Rules”</b>	means the rules and regulations as determined by JT Apps in relation to the operation of the VVIN Preferred Partner Plan.

1.2 In this agreement, headings and boldings are only for convenience and do not affect interpretation and, unless the context requires otherwise –

- (a) words in the singular include the plural and the other way around;
- (b) words of one gender include any gender;
- (c) a reference to a person includes an individual, a company, partnership, joint venture, association, corporation or other body corporate and a Governmental Agency;
- (d) a reference to a party to this agreement includes that party's executors, administrators, successors and permitted assigns;
- (e) a promise or agreement by two or more persons binds each person individually and all of them jointly;
- (f) a reference to a clause, party, schedule, annexure or exhibit is a reference to a clause and schedule of, and a party, annexure and exhibit to, this agreement; and a reference to this agreement includes any schedule, annexure or exhibit;
- (g) a reference to a thing (including, but not limited to, a right) includes any part of that thing but nothing in this clause 1.2(g) implies that performance of part of an obligation constitutes performance of the obligation;
- (h) a reference to a right includes a remedy, power, authority, discretion or benefit;
- (i) a reference to legislation includes any amendment to that legislation, any consolidation or replacement of it, and any subordinate legislation made under it and any rules, regulations and guidelines issued under that legislation or subsidiary legislation;
- (j) a reference to a document, including this agreement, includes any amendment or supplement to, or replacement or novation of, that document or this agreement, as the case may be;
- (k) if a word or phrase is defined, another grammatical form of that word or phrase has a corresponding meaning;
- (l) examples are descriptive only and not exhaustive;
- (m) a provision must not be construed against a party merely because that party was responsible for preparing this agreement or that provision; and

- (n) a reference to a body, other than a party to this agreement (including an association, authority, corporation, body corporate or institution), whether statutory or not –
  - (i) which ceases to exist;
  - (ii) which is reconstituted, renamed or replaced; or
  - (iii) whose powers or functions are transferred to another body,
  - (iv) is a reference to the body which replaces it or which serves substantially the same purposes or has the same powers or functions.

1.3 Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the next Business Day.

## **2. TERM**

2.1 Notwithstanding the date of this Agreement, this Agreement shall commence on the Effective Date and shall remain in force for the Term unless otherwise terminated in accordance to the terms and conditions of this Agreement.

2.2 Notwithstanding Clauses 2.1 above, JT Apps reserves the right to conduct a review of the Agent's performance under this Agreement within the interval of three (3) months. In the event that such review reveals that the Agent's performance is unsatisfactory to JT Apps, JT Apps reserves the right to terminate this Agreement pursuant to Clause 15.2 (b) herein.

2.3 The Agent is not authorized to delegate any duties or obligations arising under this Agreement without obtaining JT Apps' prior written consent. However, notwithstanding any such consent from JT Apps, the Agent shall remain fully responsible and liable for the performance of any sub-contractors. The Agent shall ensure that the agreement with its possible sub-contractors shall include the duties and obligations of the Agent under this Agreement.

2.5 This Agreement may be renewed by JT Apps subject to the following conditions:

- (a) that the Agent has performed all of its obligations under this Agreement to the full satisfaction of JT Apps;
- (b) that the Agent is not at the time of giving such notice of renewal or at the expiration of the Term in breach of any of the terms hereof or any other agreement with JT Apps;
- (c) that the Parties enter into a new agreement in respect of the further term substantially on the same terms as this Agreement, subject always to any further terms and conditions as may be determined by JT Apps and agreed upon by both Parties; and
- (d) that the Agent shall pay all costs, expense, stamp duty incidental to the preparation, negotiation, finalization and execution of the agreement for such renewal.

## **3. MARKETING RIGHTS**

During the Term, JT Apps hereby grants to the Agent a non-exclusive and non-transferable right to distribute, promote, market and sell VVIN Business Packages under the VVIN Preferred Partner Plan subject to the terms and conditions of this Agreement.

## **4. RIGHTS OF JT APPS**

Notwithstanding the provisions of this Agreement, JT Apps reserves the right to:

- (a) promote, distribute and sell the VVIN Business Packages directly to the Customer; and
- (b) vary any price of any of VVIN Business Packages upon written notification to the Agent, and
- (c) exercise all or any other rights in relation to the Customer and/or VVIN Business Packages including but not limited to marketing and promotional aspects of the same.

## 5. COVENANTS

The Agent hereby agrees with JT Apps that it shall comply with and hereby observe the following covenants throughout the Term, which are as follows:

### 5.1 Sales Target

The Agent shall achieve the targeted sales of which shall be decided by JT Apps during the Term.

### 5.2 Promotion of VVIN Business Packages

- (a) The Agent shall at all times diligently promote and procure sale of VVIN Business Packages. The Agent shall coordinate and administer promotions of VVIN Business Packages subject to consultation with and approval from JT Apps being obtained, at any place deemed appropriate, by having exhibitions or by advertising the VVIN Business Packages at such places at its own costs.
- (b) The Agent shall participate and jointly promote any promotional packages of VVIN Business Packages as launched from time to time by JT Apps.
- (c) The Agent shall not price or sell VVIN Business Packages—exceeding the price as prescribed and notified by JT Apps unless in accordance with the written notification from JT Apps on variation of such prices.

### 5.3 Submission of Completed Application Forms

- (a) The Agent shall be responsible to ensure JT Apps' application forms are filled in a manner prescribed by JT Apps together with the relevant supporting documents (as specified in Clause 5.3(b) herein) and all the relevant information are provided by the Customer(s) to the Agent.
- (b) In securing new Customer for any of VVIN Business Packages, the Agent shall ensure that the following procedural requirements are adhered to:
  - (i) **For sole proprietorship or partnership**, a photocopy of the respective applicant's Forms A, B or D, Identity Card and proof of address documents must be submitted together with the relevant application form.
  - (ii) **For local company**, a photocopy of the Customer's Forms 9/8, 13, 24 or 49 of the Companies Act 1965, Director's identity card and proof of address documents must be submitted together with the relevant application form.
  - (iii) **For limited liability partnership**, a photocopy of the printout issued by the Companies Commission of Malaysia, partners identity card and proof of address documents must be submitted together with the relevant application form,
  - (iv) **For foreign company**, a photocopy of the Customer's Form 79, 80, 80A or 83 of the Companies Act 1965, Director's identity card and proof of address documents must be submitted together with the relevant application form.
  - (v) **For individuals of majority age**, a photocopy of the respective applicant's identity card and proof of address documents must be submitted together with the relevant application form.

- (c) All supporting documents in Clause 5.3 (b) must be duly certified true copy of the originals.
- (d) The Agent shall not collect any payment in the form of cash from the Customers for any reason at any time during the performance of this Agreement.

#### **5.4 Registration of Customers**

- (a) The Agent shall be responsible to register the Customer with JT Apps through any method(s) and procedure(s) prescribed by JT Apps. The Agent shall not delay any registration and the Agent is required to submit the application form of the Customer to JT Apps one (1) Business Day after receiving the application form.
- (b) The Agent shall exercise due diligence in handling Customer's registration and shall be responsible to ensure the details in the relevant application forms match with the details contained in all supporting documents.
- (c) The Agent shall only proceed with the registration of the Customer upon receiving the duly completed applications forms or any other forms which indicate the Customer's intention to subscribe to any of VVIN Business Packages together with the relevant supporting documents, subject to Clause 5.3 (b).
- (d) The Agent shall strictly follow the registration processes and procedures as prescribed by JT Apps in effecting any Customer's registration. The Agent shall not prescribe any unethical method in capturing Customer's registration for any of VVIN Business Packages including but not limited to using swapping database method and/or creating dummy accounts. In any event JT Apps discovers that the Agent employed such methods in capturing registration for any of VVIN Business Packages, the Agent shall refund to JT Apps the amount of Remuneration paid to the Agent for every name registered by such methods. JT Apps may terminate this Agreement forthwith and shall be entitled to forfeit any pending Remuneration to the Agent.

#### **5.5 Collection of Customers' Data**

The Agent agrees that it shall and shall procure that any employees, agents and/or subcontractors that may process the Customer's Personal Data shall:

- (a) process the Customer's Personal Data solely for the purpose of performing the Business, which are in accordance with the Agreement and to fulfil the Agent's obligations and exercise its rights under the Agreement and for no other purpose;
- (b) not transfer any Customer's Personal Data to any third party other than to JT Apps in any circumstances other than with the written consent of JT Apps or in compliance with a legal obligation imposed upon the Agent;
- (c) comply with all applicable data protection laws of Malaysia;
- (d) ensure that each of its employees, agents and subcontractors shall not do or, where they have a duty to act, have not omitted to do and shall not omit to do anything that would cause JT Apps or themselves to be in breach of any data protection laws of Malaysia;
- (e) process the Customer's Personal Data strictly in accordance with this Agreement and JT Apps' written instructions as given by JT Apps from time to time;
- (f) take reasonable steps to ensure the reliability of those of its employees, agents and subcontractors who may have access to the Customer's Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of the Customer's Personal Data and comply with all data protection laws of Malaysia;

- (g) ensure that those of its employees, agents and subcontractors required to access the Customer's Personal Data are informed of the confidential nature of the Customer's Personal Data and comply with the obligations set out in this clause;
- (h) maintain and comply with the Data Security Obligations;
- (i) not cause or permit the Customer's Personal Data to be transferred outside the Malaysia without the prior written consent of JT Apps, and where JT Apps consents to transfer, to comply with:
  - i. the obligations of JT Apps under the Personal Data Protection Act 2010 by providing adequate level of protection to any Customer's Personal Data that is transferred; and
  - ii. any reasonable instructions notified to it by JT Apps;
- (j) provide such assistance as is necessary to enable JT Apps to comply with request by Customer for access to their personal data within the period required by any data protection laws;
- (k) cooperate with JT Apps to enable it to monitor compliance with the obligations set out in this Agreement and, upon reasonable notice, permit the any premises where the Customer's Personal Data are being processed in order to ascertain compliance with this Agreement;
- (l) on request from JT Apps, provide an up-to-date copy of the Customer's Personal Data in the format, on the media and within any reasonable time periods required by JT Apps.
- (m) that it shall, and shall procure that any employees, agents and/or subcontractors that may perform any data capture services in respect of the Customer's Personal Data shall ensure, that such Customer's Personal Data is captured correctly and shall amend inaccurate data promptly upon being notified that the Customer's Personal Data are inaccurate.
- (n) that it shall, to the extent permitted to do so by applicable law, shall notify JT Apps of all communications it receives from third parties relating to:
  - i. the Customer's Personal Data which suggest non-compliance by JT Apps, Agent or any other related person, including communications from Customer and regulatory bodies, and shall not do anything or enter into any communication with such third party unless expressly authorised to do so by JT Apps; and
  - ii. the withdrawal of any consent of processing of Customer's Personal Data, by JT Apps or the Agent, communicated to the Agent by the Customer.
- (o) that it shall not sub-license, distribute, disclose, transfer or declare a trust of its rights in any information, documentation, or Customer's Personal Data obtained by or disclosed to the Agent or which the Agent becomes aware, in the course of performing the Business, in whole or in part, to any third party, without the express written consent of JT Apps and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consent shall render such assignment, transfer or sublicense, or declaration void and shall be construed as a breach of this Agreement;
- (p) that it will promptly notify JT Apps by telephone and follow up in writing if it becomes aware of any actual, suspected or alleged unauthorized use of, disclosure of, or access to Customer's Personal Data by itself or others, including notification of loss or suspected loss of data whether or not such data has been encrypted. The Agent shall cooperate with JT Apps in the manner reasonably requested by JT Apps and in accordance with law, including but not limited to: conducting the investigation; cooperating with authorities; notifying at the Agent's sole expense affected persons, credit bureaus, other persons or entities deemed appropriate by JT Apps; and issuing press releases. Such cooperation will include without limitation:
  - (i) JT Apps access to Agent's records and facilities;
  - (ii) Agent provision of all relevant data and reports to JT Apps; and
  - (iii) prior advance approval by JT Apps of any notifications to impacted individuals or press releases.

- (q) Agent will likewise cooperate with JT Apps and with relevant law enforcement authorities and/or regulatory bodies in any effort to notify injured or potentially injured parties, and such cooperation will be at Agent's expense, except to the extent that the misappropriation or exposure or leak of Customer's Personal Data was caused by JT Apps;
- (r) not to copy or reproduce any Customer's Personal Data without the express written permission of JT Apps, except as technically necessary to comply with this Agreement (e.g., duplication of data stocks as backup protection against loss of data);
- (s) to inform JT Apps promptly in writing if it becomes aware of any unauthorized use or disclosure of Customer's Personal Data by itself or others;
- (t) to inform JT Apps promptly in writing if Agent is of the opinion that any instruction from JT Apps violates the Personal Data Protection Act 2010 and other applicable laws in force; and
- (u) Agent shall treat the Customer's Personal Data as confidential information.

## **5.6 JT Apps' Right of Audit**

Where the Agent, pursuant to its obligations under this contract, processes Customer's Personal Data on behalf of JT Apps, it shall:

- (a) permit JT Apps or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Agent's data processing activities (and/or those of its employees, agents and/or subcontractors) and comply with all reasonable requests or directions by JT Apps to enable JT Apps to verify and/or procure that the Agent is in full compliance with its obligations under this Agreement; and
- (b) The Agent will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by JT Apps or its auditors in order to ascertain compliance with the data protection laws of the Malaysia and the terms of this Agreement.

## **5.7 Training**

- (a) In the event JT Apps offers to provide training on registration, sales and technical support of any of the VVIN Business Packages, the Agent shall cause its employees to participate in such training, which will be held at JT Apps' premises or any other venues as specified by JT Apps. The Agent shall bear their own expenses relating to participation of their employees for such training.
- (b) Notwithstanding the training schedules or training programs as specified by JT Apps from time to time, the Agent may request for further training from JT Apps PROVIDED ALWAYS THAT all costs and expense for such further training shall be borne and fully paid by the Agent.
- (c) If during the training period JT Apps determines at its own discretion that any of the Agent's employees are not qualified to operate and manage the Agent's business of distributing, promoting and selling VVIN Business Packages to Customer, then JT Apps may require the Agent to send other employee(s) to be trained by JT Apps in place of such not qualified employee(s) to the satisfaction of JT Apps.

## **5.8 Compliance**

- (a) The Agent shall at all times during the Term and subject to its capability, endeavor to adhere rules, regulations, policies, procedures, manuals and any instructions given, notified and/or informed by JT Apps in relation to the Business and/or any of VVIN Business Packages and/or VVIN Preferred Partner Plan.



- (b) The Agent shall maintain the standard and reputation as required and adopted by JT Apps and shall adopt JT Apps' suggestions and advice in relation to distributing, promoting and selling of VVIN Business Packages.
- (c) The Agent shall comply with all relevant statutes, regulations and by-laws as amended or reenacted from time to time, the requirements of any regulatory or governmental bodies or any competent authorities in relation to any matter or act affecting or in respect of its Business.

## **5.9 Dispute with Customers**

- (a) In the event of any dispute arising between the Agent and the Customer in relation to VVIN Business Packages, the Agent shall forthwith inform JT Apps and provide JT Apps with background, details and the circumstances of the dispute. The Agent shall take such further steps as are necessary or as advised by JT Apps in order to resolve the matter with the Customer. The Agent shall not without JT Apps' consent in writing take part in any dispute or institute or defend any proceedings or settle or attempt to settle or make any admission in respect of any dispute, proceedings or any other claim relating to the VVIN Business Packages.
- (b) The Agent understands and agrees that any dispute and/or complaints from the Customer may have an impact on JT Apps' image and reputation. The Agent therefore, warrants that it shall take all necessary steps to resolve such dispute and/or complaint to protect JT Apps' image and reputation, on an immediate basis.

## **5.10 Advertising and promotion of VVIN Business Packages**

- (a) The Agent hereby agrees that JT Apps may use the Agent's name for advertising and promotional activities in relation to VVIN Business Packages.
- (b) The Agent shall not remove or alter any trade marks, slogans or logos belonging to JT Apps and shall only use JT Apps' trade marks, slogans or logos on any product (including but not limited to VVIN Business Packages brochures and literature) whether directly or indirectly related to any sales, advertising or promotions with JT Apps' approval and in the manner as authorized by JT Apps in writing.
- (c) The Agent may be allowed to display VVIN Business Packages promotion packages bearing JT Apps' trade marks, logos, slogans provided always prior written approval for such advertising be first obtained from JT Apps.
- (d) The Agent shall participate in any special promotions and trade exhibitions as and when arranged by JT Apps.
- (e) Notwithstanding anything contained in the provisions of Clause 5.10 (a) hereinabove, the Agent may at its own costs and expense utilize its own advertising material PROVIDED ALWAYS THAT it shall first be approved by JT Apps.
- (f) The Agent shall conform with the advertisement guidelines (if any) as may be provided by JT Apps from time to time.
- (g) The Agent shall use its best endeavors to promote and develop the Business, which shall include, but not be limited to participation in any program as may be established by JT Apps from time to time.

## 5.11 Personnel

- (a) The Agent shall sufficiently support the sales, registration, and after sales service for VVIN Business Packages with its marketing and technical personnel who shall fully responsible for the Business. The Agent's marketing personnel shall be fully responsible for the current sales network on VVIN Business Packages by providing the respective sales personnel and authorized Dealer of which amongst others include the following:
  - (i) advertising, promotional or selling materials.
  - (ii) monitor the sales achieved and monitor the after sale service provided for VVIN Business Packages.
- (b) The Agent shall ensure that its employees shall provide the Customers with efficient services relating to VVIN Business Packages and services including but not limited to:
  - (i) pre-sales enquiry and assistance on documentation requirement.
  - (ii) brochures, pamphlets or products literatures to the Customers.
  - (iii) basic explanation on the use or features of the VVIN Business Packages; .
  - (iv) explanation on accounts or bills and channel any dispute on the same to JT Apps.
  - (v) co-ordination on fault enquiry and restoration process.
- (c) The Agent shall be responsible for all rights and obligations towards its personnel and/or servants in the course of or caused by the carrying out the Business as specified in this Agreement.

## 5.12 Product Standard

The Agent shall to the best of its capability and endeavor, preserve and maintain the standards and reputation of JT Apps in relation to VVIN Business Packages and shall adopt any reasonable suggestion put forward by JT Apps in relation to the marketing and sales of VVIN Business Packages.

## 5.13 Partner Exclusivity

- (a) The Agent shall not without prior written consent from JT Apps be directly or indirectly involved in the distribution, sale, resale, promotion and marketing of any products which are similar directly or indirectly to or in competition with VVIN Business Packages.
- (b) The Agent shall further undertake not to sell, distribute and/or promote any product whatsoever of JT Apps' competitors.

## 5.14 No Warranties

- (a) The Agent, its employees, servants and/or representatives shall not make any representations to the Customers or to give any warranties other than those contained in any standard terms and conditions laid down by JT Apps from time to time and this Agreement.
- (b) The Agent shall not be involved in any activities whatsoever which may cause unhealthy competition with any other agents including but not limited to staff pinching, undue influence, canvassing, and/or any other act which may affect the business of other agents.

- (c) The Agent shall not make any representations, statements or warranties about VVIN Business Packages other than those permitted by JT Apps and/or the suppliers.

### **5.15 Holding Out**

The Agent and its employees shall not during the Term or any extension or renewal thereof hold himself out as being an employee, servant or partner of JT Apps, whether express or implied or by use of stationeries, letterheads, documents or other identifying materials or otherwise.

## **6. JT APPS' OBLIGATIONS**

### **6.1 Provision of Information**

JT Apps shall take reasonable steps to provide the Agent with reasonably necessary information, at JT Apps' discretion, to be exercised fairly, in relation to VVIN Business Packages for the purpose pursuant to this Agreement.

### **6.2 Support**

JT Apps may at its discretion, to be exercised fairly, and upon written request by the Agent, provide the Agent with sales, marketing and technical support and such other assistance as is reasonable or is required by the Agent at the initial stage of embarking into this venture and/or in promoting the sale of VVIN Business Packages.

### **6.3 Provision of Training**

JT Apps may at its absolute discretion, to be exercised fairly, offer to the Agent training on marketing, sales and/or technical support in relation to VVIN Business Packages, at such time during the Term and at such locations as JT Apps may specify.

### **6.4 Determination of Policies**

JT Apps shall have the absolute discretion in determining and/or providing rules, regulations, policies, procedures, manuals, schedules, forms, brochures, pamphlets and any documents deem necessary in relation to the Business and/or VVIN Business Packages and/or VVIN Preferred Partner Plan and shall notify the Agent from time to time of any modifications thereon.

## **7. PAYMENT TERMS**

- 7.1 All payments made by JT Apps to the Agent or vice versa shall be in Ringgit Malaysia (RM).
- 7.2 The payment of Remuneration is set out in the VVIN Preferred Partner Plan Rules and completed application form must be submitted by the Agent to JT Apps and the relevant supporting documents for each Customer.
- 7.3 JT Apps shall have the right to seek full refund on the Remuneration paid if the Customer's account is suspended or terminated due to the Agent practices of any fraudulent conduct and/or unethical method in obtaining the Customer; and
- 7.4 Pursuant to Clause 7.3 above, JT Apps shall pay the Remuneration to the Agent on or before the 15<sup>th</sup> day of the subsequent month of the date of payment by the Customer provided that:-
- (a) the Customer pays JT Apps for the VVIN Business Packages before the 5<sup>th</sup> day of the subsequent month of the Customer signing and returning the application form; and

(b) JT Apps receives the original and duly completed application form, accompanied by the relevant supporting documents.

7.5 In the event of any conflict between the reports produced by the Agent with records from JT Apps, the records from JT Apps shall prevail. Notwithstanding to the above, JT Apps reserves the right to dispute the report generated by the Agent and Parties shall discuss in good faith to resolve the same. In such event, the due date for the payment shall be extended to another date to be agreed by Parties.

7.6 JT Apps reserves the right to review the Remuneration and payment amount as described above whenever it deems appropriate.

7.7 Any payment due shall be claimed by the Agent within six (6) months after the expiration or termination of this Agreement. Any payment not claimed after the expiration of the aforesaid six (6) months period shall thereafter be deemed to be waived unless there is on-going negotiation or disputes which have affected or have caused the delay or have resulted in withholding such payments.

7.8 The Agent acknowledges and agrees that JT Apps may offset any outstanding payment from the Agent with any refund of any unclaimed money that may be due to the Agent. For this purpose, 'unclaimed money' means all sums of money which are legally payable to the Agent and have remained unpaid for a period of not less than one (1) year they have become payable.

## **8. NON-ACHIEVEMENT OF SALES TARGET**

8.1 In the event that the Agent does not achieve the sales target as provided by JT Apps during the Term, JT Apps reserves the right to review, suspend or terminate the appointment of the Agent as JT Apps' authorized agent, without prejudice to any other rights of JT Apps pursuant to this Agreement.

8.2 If during the review it is discovered that Agent fails to achieve the sales target, Agent shall be given written warning that non-achievement of sales target has occurred during such period. Upon receiving the said warning, Agent shall exercise its best endeavours to meet the sales target accordingly.

8.3 Should there be one (1) or more written reminders of non-achievement of sales target issued to Agent, the Agreement can and shall be subjected to review at JT Apps' sole discretion. For avoidance of doubt, the warning of non-achievement of sales target may be issued by JT Apps to Agent based on the review which is to be conducted pursuant to Clause 2.2.

8.4 Any decision made by JT Apps on non-achievement of minimum sales target by Agent shall be final and conclusive including without limitation terminating this Agreement in its entirety or the reduction (if any) of the scope of arrangement under this Agreement and/or any modification or variation thereto which would warrant a review of the rights granted to Agent.

## **9. INTELLECTUAL PROPERTY**

9.1 JT Apps grants to the Agent a non-exclusive right to use in relation to the Business during the Term of this Agreement, the proprietary rights in the Business or any mark as JT Apps may from time to time in writing designate. The Agent acknowledges that the use of JT Apps' trade marks, trade names and or product names and proprietary rights in the Business under this Agreement will not directly or indirectly create in it or for it any right, title or interest therein. Agent shall not take any action that interferes with or diminishes JT Apps' right, title and/or interest in its proprietary rights in the Business trade marks, trade names and/or product names. The proprietary rights in the Business, trade marks, trade names and/or product names shall vest in and shall be the sole property of JT Apps and the Agent shall not during, or not at any time during the Term or after the expiry or termination of this Agreement, in any way whatsoever, question or dispute the ownership of JT Apps thereof.

- 9.2 The Agent agrees that its usage of the trade marks, trade names and/or product names and any goodwill established thereby shall inure to the exclusive benefits of JT Apps and such rights shall only survive for the Term.
- 9.3 Where JT Apps' name and trade marks, trade names and/or product names are to be used with another trade mark or service mark, or in relation to the goods and services under Agent's control, the Agent shall use its best commercial efforts to have both trade marks or service marks represented equally legibly, equally prominently, and of the same size as each other, but nevertheless separated from the other mark so that each mark appears to be a mark in its own right, distinct from the other mark.
- 9.4 The Agent agrees not to use in its business any other trade mark which is similar to (or so nearly resembles) JT Apps' name and marks, or any of them, as to be likely to cause deception or confusion.
- 9.5 If in any event JT Apps determines that Agent is not exercising its best commercial efforts in the use of JT Apps' name and marks, JT Apps shall in addition to other remedies available under the law, have the right to take all action deemed necessary including suspension of Agent from the Business or terminate this Agreement.

## **10. CONFIDENTIALITY**

- 10.1 The Agent herein acknowledges that their knowledge of the VVIN Business Packages or any expansion and/or improvement thereof, its services and/or any other information obtained or disclosed pursuant to this Agreement shall be proprietary, confidential and trade secrets of JT Apps. The Agent agrees that it shall maintain absolute confidentiality of all such information in the Business and shall not intentionally use such information in any manner whatsoever which may jeopardize JT Apps. The Agent shall not divulge such information to its employees except to the extent necessary for the fulfillment of obligations under this Agreement.
- 10.2 For purpose of this Agreement, Confidential Information includes information in whatever form furnished to a Party by or on behalf of the other Party including but not limited to the contents of this Agreement, the business, strategic planning, financial, technical, trade secrets or other proprietary information, written or oral, acquired, shared, developed or provided under this Agreement as well as any other documents which are designated as confidential by the furnishing Party.
- 10.3 Upon the request by either Party, at any time, or upon expiration or termination of this Agreement, the other Party shall promptly return to the Party furnishing such Confidential Information, the original and all copies of all non-oral Confidential Information furnished by such Party. Either Party shall, upon request of the other Party, certify its compliance with this Clause.
- 10.4 If in any event JT Apps determines that Agent is not exercising its obligations under this Clause, JT Apps shall in addition to other remedies available under the law, have the right to take all action deemed necessary including suspension of Agent from the Business or terminate this Agreement.
- 10.5 The provisions of this Clause 10 shall survive any termination or determination of this Agreement.

## **11. INDEMNITY**

The Agent shall indemnify and keep JT Apps indemnified at all times against all and/or any actions, proceedings, costs, claims, demands, loss, damage, liabilities and expenses whatsoever sustained, incurred, paid or payable by JT Apps in respect of:

- (a) any infringement claims arising out of or from the use, possession or otherwise of the Agent, or any document or material provided by the Agent to JT Apps pursuant to this Agreement;

- (b) any breach by the Agent of any terms, conditions, undertakings or warranties under this Agreement or any applicable laws;
- (c) any act, omission, negligence, misrepresentations, statements, representations or promises or default of the Agent, its employees, servants, contractors or other for whom he is in law responsible;
- (d) each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by JT Apps which arise directly or in connection with the Agent's data processing activities under this contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of this Agreement by the Agent or its employees, agents and/or subcontractors

## **12. DISCLAIMER AND LIMITATION OF LIABILITY**

- (a) VVIN Business Packages are provided by JT Apps on "as is" without warranties of any kind, whether express or implied by law, custom or trade, including but not limited to warranties of security, merchantability, fitness of purpose or non-infringement and the Agent acknowledges that JT Apps makes no representations or warranties of any kind whatsoever in respect of its products or its use.
- (b) JT Apps shall endeavor to ensure the continuity and efficiency of the provision of VVIN Business Packages at all times during the Term but shall not be held liable for any loss or damage, consequential or otherwise (whether direct, indirect, special and/or punitive, including for loss of profits, business, business goodwill or anticipated savings, arising out of, in connection to or relating to any interruption, failure, defects or problems associated with transmission, inaccuracy, error, loss of data and breach of security in any loss, whether negligent or otherwise provided under this Agreement). Notwithstanding any other provisions under this Agreement, JT Apps' total liability (if any) in connection with the provision of VVIN Business Packages under this Agreement shall be limited to a maximum of the Remuneration paid by JT Apps to the Agent for the duration of this Agreement.

## **13. REPRESENTATIONS AND WARRANTIES BY AGENT**

13.1 The Agent warrants, represents and covenants for the benefit of JT Apps as follows:

- (a) The Agent has sufficient authority to enter into this Agreement;
- (b) The Agent is in the legitimate business of marketing, distributing and selling of VVIN Business Packages and has obtained the requisite permits, consents, approvals and complied with the requisite laws, rules, regulations and requirements and will continue to comply to the same to ensure that it remains in the legitimate business of distributing, promoting and selling the VVIN Business Packages;
- (c) The reports provided under this Agreement by the Agent to JT Apps shall be complete and accurate to the best knowledge and capability of the Agent;
- (d) Save and except as has been expressly disclosed in writing to JT Apps prior to the execution hereof, there are no claims either legal or equitable against beneficial assets of the Agent;
- (e) Save and except as has been expressly disclosed in writing to JT Apps prior to the execution hereof, no other similar arrangement and/or agreement has been entered into by the Agent with any party rendering that other party being in direct or indirect competition with VVIN Business Packages or any expansion and/or improvement thereof;
- (f) There are no material or substantial facts or circumstances relating to the affairs of the Agent which in any way affect the capacity and/or capacity of the Agent in undertaking and

discharging its duties and obligations stipulated herein which have not been disclosed to JT Apps in writing prior to the execution of this Agreement and which might if disclosed be reasonably expected to effect JT Apps' decision to enter into this Agreement.

#### **14. SUSPENSION OF AGREEMENT**

- 14.1 In addition to JT Apps' right to terminate, JT Apps shall have the right to suspend this Agreement by giving the Agent one (1) day prior written notice under the following circumstances:
- (a) breach by the Agent of any of its obligations under this Agreement; and/or
  - (b) JT Apps reasonably suspects that the Agent practices fraudulent and unethical method in obtaining the Customers; and/or
  - (c) JT Apps is not satisfied with the Agent's performance in discharging its obligations pursuant to this Agreement; this dissatisfaction being aroused by tangible findings.
- 14.2 The suspension as provided in the Clause 14.1 shall continue for a period of seven (7) days (hereinafter referred to as "the Suspension Period") or any shorter period, at JT Apps' reasonable discretion, pending investigation and/or report by the Agent to JT Apps with detailed explanation of the issues raised by JT Apps.
- 14.3 In the event that JT Apps decides that the investigation and/or report as provided in Clause 14.2 cannot be conducted satisfactorily, JT Apps may extend the Suspension Period for a further seven (7) days (hereinafter referred to as "the Extended Suspension Period").
- 14.4 Upon expiry of the Suspension Period or Extended Suspension Period, as the case maybe, this Agreement shall:
- (a) continue in effect subject to any additional requirements imposed on the Agent by JT Apps which the Agent will not withhold the agreement unreasonably; or
  - (b) JT Apps has the right to terminate this Agreement in accordance with Clause 15 herein.

#### **15. TERMINATION**

- 15.1 Without prejudice to any other rights or remedies of the Parties under this Agreement or at law, either Party may terminate this Agreement by giving the other Party seven (7) days notice in writing, if the other:
- (a) breaches any rules, regulations, term, condition, undertaking or warranty under this Agreement and such breach shall remain un-remedied (if can be remedied) for a period of fourteen (14) days after receipt of the written request to remedy the same. If such breach cannot be remedied, the Agreement will terminate by the end of the said seven (7) days written notice;
  - (b) shall have become or threatens or resolves to become insolvent or compounds with or makes arrangements with its creditors or goes into liquidation whether voluntarily (save for the purpose of a bona fide amalgamation or reconstruction without insolvency) or compulsorily;
  - (c) has a provisional liquidator, receiver or manager or receiver or manager appointed in respect of its business or undertaking or possession of its property is taken by or on behalf of creditors or debenture holders secured by a floating charge;
  - (d) ceases or threatens to cease to conduct its business in the normal manner;

- (e) has an order made or resolutions passed for its winding up, otherwise than for the purpose of a reconstruction or amalgamation;
- (f) is unable to perform its obligations herein for a continuous period of sixty (60) days due to the Force Majeure, as per Clause 18 herein.

15.2 Without prejudice to any other rights or remedies of JT Apps under this Agreement or at law, JT Apps may terminate this Agreement by giving the Agent seven (7) days notice, in writing, if the Agent:

- (a) fails to comply with JT Apps' policy(ies) and/or instruction(s) communicated to the Agent, in writing;
- (b) if JT Apps is not satisfied with the Agent's performance under this Agreement;
- (c) is found to have make a fraudulent claim regarding any activation of VVIN Business Packages and/or intentionally provided falsified information regarding the activation of VVIN Business Packages and / or tempering with the registration order and the supporting documents thereof.

15.3 JT Apps shall not be liable to the Agent by virtue of earlier termination of this Agreement including but not limited to, any claim for loss of profits or prospective profits for anticipated loss of sales of VVIN Business Packages. Without prejudice to Clause 7.6 herein, JT Apps shall pay the Agent the amount outstanding, for every account sold and successfully registered by the Agent prior to the event of early termination within sixty (60) days from the date of such early termination.

15.4 JT Apps may at any time before the expiry of this Agreement, terminate this Agreement by giving seven (7) days prior written notice indicating its intention to the Agent.

15.5 The termination of this Agreement shall not prejudice the rights of JT Apps to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms and conditions of the Agreement prior to such termination.

## **16. CONSEQUENCE OF TERMINATION**

16.1 In the event of termination:

- (a) any completed JT Apps application forms together with the relevant supporting documents in the custody of the Agent shall immediately be submitted to JT Apps and shall belong absolutely to JT Apps;
- (b) the Agent shall have no further right to market, distribute and sell VVIN Business Packages and to cease all activities in relation to the Business;
- (c) the Agent shall ceases using JT Apps trademarks, trade names and/or products name;
- (d) the Agent shall promptly return to JT Apps all sales literature and promotional materials;
- (e) both Parties shall return to the other the confidential information supplied to each respective Party hereto pursuant to this Agreement. The requirement of confidentiality as per Clause 10 shall survive the termination and/or expiration of this Agreement;
- (f) pursuant to Clause 15.2 (c), the Agent shall not be entitled to any claim for Remuneration of the subsequent month following the said termination.
- (h) the Agent shall erase all proprietary information and data provided by JT Apps and Customers Personal Data and all copies of any part of the proprietary information and data provided by JT



Apps and Customers from the Agent systems. This requirement shall survive the termination of this Agreement.

## 17. NOTICES

17.1 Any notice required to be given by any Parties under this Agreement shall be in writing and duly send to the address of the respective Parties hereinbefore stated or at such other address as may be designated in writing by the Parties and shall be deemed to be sufficiently served:

### For JT Apps

Address : 3rd Floor,39, Jalan Kuchai Maju 2, Off Jalan Kuchai Lama, 58200 Kuala Lumpur

Contact Person : Head of Customer Services

Fax : +603-7982 1614

### For the Agent:

As per Schedule 1

- (a) in the case of delivery by hand, on the day of delivery.
- (b) in the case of delivery by registered post on the fifth day after posting. Proof that the envelope containing any such notice was properly addressed, pre-paid and posted and has not been returned to the sender, shall be sufficient evidence that the notice is sent.
- (c) in the case of communication by facsimile, on the sender's receipt of a transmission report which purports to confirm that the addressee has received such facsimile.

## 18. ENTIRE UNDERSTANDING

This Agreement including all schedules hereto constitutes the entire agreement between the Parties with respect to the matters contained herein and supersedes any and all previous agreements and understanding between the Parties with respect to such matters and binds and ensures to the benefit of the Parties, their successors and assigns. The Parties have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations of information provided to one Party or by any representative of the other Party which is not referenced herein.

## 19. FORCE MAJEURE

If during the performance of this Agreement a state of war whether declared or not in which Malaysia is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfillment of this Agreement, notice of any such occurrence and any abatement thereof shall be given to the other Party by the Party claiming the benefit of the provision of this Clause within fourteen (14) days of its occurrence. If any obligation of a Party is delayed by reason of the occurrence of a Force Majeure event, then the period for carrying out such obligation shall be extended to such a date as the Parties may mutually agreed in writing. In the event that the Force Majeure continuous for a period of more than sixty (60) days, the other Party may immediately terminate this Agreement pursuant to Clause 15(1)(f) herein.

## **20. WAIVER**

Knowledge of and acquiescence by either Party of any terms, conditions or covenants herein contained shall not operate as or be deemed to be a waiver of such terms, conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, each Party shall be entitled to exercise its respective rights under this Agreement and to require strict performance by the other Party of the terms, conditions or covenants herein.

## **21. ASSIGNMENT**

The Agent may only assign its rights and obligations under this Agreement, whether in whole and in part, to a third party with prior written consent of JT Apps. JT Apps may assign or novate this Agreement or any part thereof to any corporate body, which is a parent company, subsidiary or related company of JT Apps and consent for the aforementioned, is hereby given by the Agent.

## **22. BINDING AGREEMENT**

This Agreement shall benefit and binding upon respective successors-in-title and permitted assigns of the Parties.

## **23. SEVERABILITY**

If any of the provisions of this Agreement is held void or unenforceable or illegal, the validity of the remaining portions or provisions shall not be affected thereby.

## **24. AMENDMENT**

Any amendment, variation or modification to the terms of this Agreement shall be in writing and duly signed by both Parties. Such amendment, variation or modification shall be read and construed as part of this Agreement.

## **25. MUTUAL INTENTIONS**

The Parties hereto recognizes and accept that it is impracticable to provide herein for all contingencies that may arise in the performance of the terms and conditions of this Agreement and accordingly declare it to be their mutual intention that in all such cases they shall use their best endeavors to ensure that such contingencies are dealt with fairly and equitably between themselves.

## **26. COSTS**

Each Party shall bear its own legal costs incurred in relation to the preparation of this Agreement. The stamp duty payable for the Agreement shall be borne and paid by the Agent.

## **27. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereto unequivocally agree to submit to the exclusive jurisdiction of the courts in Malaysia.

## **28. TIME**

Time wherever mentioned shall be deemed to be treated as the essence of this Agreement.

*-The rest of this page is intentionally left blank-*

**Schedule 1**

1	Date of Agreement	PLEASE REFER TO NOTIFICATION SENT BY JT APPS
2	Agent's particulars [ <b>Company</b> (Please provide a photocopy of Form 9 or Registration Certificate) or <b>Personal</b> (Please provide a photocopy of Identification Card)]	Company Name / Personal Name: PLEASE FILL UP IN PORTAL  Company No. / Identification No. : PLEASE FILL UP IN PORTAL  Address: PLEASE FILL UP IN PORTAL  Contact No. : PLEASE FILL UP IN PORTAL  Fax: PLEASE FILL UP IN PORTAL  Email : PLEASE FILL UP IN PORTAL  Person In Charge (for Company) : PLEASE FILL UP IN PORTAL
3	Term	PLEASE REFER TO NOTIFICATION SENT BY JT APPS
4	Type of Preferred Partner	PLEASE REFER TO NOTIFICATION SENT BY JT APPS  (see VVIN Preferred Partner Plan Rules for more details)
5	Introducer	PLEASE FILL UP IN PORTAL

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement on the day and year first above written.

Signed for and on behalf of )  
**JT APPS** )  
)

.....  
Name:  
Designation:

In the presence of:

.....  
Name:  
Designation:

Signed for and on behalf of )  
**AGENT** )  
)

.....  
Name:  
Designation:

In the presence of:

.....  
Name:  
Designation: