

Mobile Wallet Merchant Application Form

A) MW Merchant Category (Please Tick The Right Category)

Company (Sdn Bhd / Bhd)
 Individual
 Sole Proprietor
 Partnership

B) Company Information

(i) Company Name : _____
 (ii) Company Registration No : _____
 (iii) Business Address : _____

 (iv) Authorized Contact Person : _____
 (v) Designation : _____
 (vi) Tel Number / Ext : _____ Fax : _____
 (vii) Mobile Phone Number : _____
 (ix) E-mail : _____

C) Company Director(s) / Partner(s) Information

| | | |
|---------------------------------|-----------|-------------------|
| Director(s) / Partner(s) Name : | NRIC No : | Mobile Phone No : |
| (i) _____ | _____ | _____ |
| (ii) _____ | _____ | _____ |
| (iii) _____ | _____ | _____ |

D) Company Information

(i) Nature of business : _____ (iv) Type of products/services : _____
 (ii) Bank A/C No : _____ (v) Business hours : _____
 (iii) Monthly sales turnover: RM _____

E) Registration Fee, Transaction Charges and Stamp Duty

(i) Yearly Registration Fee - RM 288.00 per Registration will be charged by MW. All MW Redemptions will be charged at a base rate of 1.5% of the redemption amount value per redemption made.
 (ii) Stamp Duty - RM 10.00 will be charged by MW.

F) Document Submission Checklist (photostat copy)

| | | |
|---|--|--|
| Company | Sole Proprietor / Partnership | Individual |
| <input type="checkbox"/> Form 24 <input type="checkbox"/> Form 49 <input type="checkbox"/> Form 9 | <input type="checkbox"/> Business registration certificate | <input type="checkbox"/> NRIC/Passport |
| <input type="checkbox"/> NRIC/Passport of authorised signatory | <input type="checkbox"/> NRIC/Passport | <input type="checkbox"/> The latest monthly bank statement |
| <input type="checkbox"/> The latest monthly bank statement | <input type="checkbox"/> The latest monthly bank statement | |

G) Declaration

I hereby declare that all information provided herein is true and accurate. I also agree to be bound by MW Merchant's Agreement. I also acknowledge and confirm that I have read and understand the provisions of the MW Merchant Agreement. I hereby fully agree and without any condition to observe, fulfil and comply with the provisions of the MW Merchant Agreement.

 Authorised signatory Company Stamp Date

H) MW Member Information

(i) Name : _____
 (ii) NRIC : _____ (iii) Mobile Number (Agent ID) : _____

I) Mobile Wallet Office Use Only

| | | |
|---------------------------------|---------------------------|--------------|
| (i) Merchant Code : _____ | (v) Checked by : _____ | Date : _____ |
| (ii) Merchant Category : _____ | (vi) Processed by : _____ | Date : _____ |
| (iii) Commencement Date : _____ | (vii) Approved by : _____ | Date : _____ |
| (iv) Expiry Date : _____ | | |

MERCHANT AGREEMENT

Mobile Wallet Sdn Bhd

(Formerly known as Icallsoft Sdn Bhd)

Company No.: 665201-U

Corporate Address

6-6-3, 6th Floor, Block 6,
Queen's Avenue, Jalan Shelley,
55100 Kuala Lumpur
Malaysia

Telephone

+(603) 9205 6000

Fax

+(603) 9205 6111

**This Merchant Agreement is submitted to Mobile Wallet Sdn Bhd,
as part of the requirement for MW Merchant Application and Subscription**

IMPORTANT This agreement is confidential and is the proprietary property of Mobile Wallet Sdn Bhd.
No reproduction of any sort or release of this document is permissible without written consent of Mobile Wallet Sdn Bhd

Mobile Wallet Merchant Agreement

This **MOBILE WALLET MERCHANT AGREEMENT** ("Agreement") is made on the day, of the month and year as stated in Schedule One (No.1) hereto.

BETWEEN

The First Party whose name(s), addresses and contact numbers is set out in the Schedule One (No.2) hereto (MOBILE WALLET SDN BHD, a company incorporated and registered under the laws of Malaysia and having its business address at 6-6-3, 6th Floor, Block 6, Queen's Avenue, Jalan Shelley, 55100 Kuala Lumpur, Malaysia; hereinafter referred to only as "MW" (Company No: 665201-U) *Formerly Known As ICALLSOFT SDN BHD*) of the first part of this Agreement.

AND

The Second Party whose name(s), addresses and contact numbers is set out in the Schedule One (No.3) and described in Merchant Application Form hereto (hereinafter referred to only as "MERCHANT") of the second part of this Agreement.

Whereas:

A) MW develops, provides and manages the Mobile Wallet System

B) At the request of the Merchant, MW agrees to appoint the Merchant as the authorized merchant to carry out the MW Redemptions with the terms and subject to the conditions of this Agreement.

NOW, it is agreed as follows:

1. Definitions

1.1 In this Agreement, the following words and expression shall have the following meanings unless the context otherwise requires:

"Commencement Date" means the date set out in Section I(iii) of the Form;

"User" means the person duly registered with MW as user of MW;

"Merchant" means the person duly registered with MW as merchant of MW;

"Expiry Date" means the date set out in Section I(iv) of the Form;

"Form" means the merchant application form duly completed by the Merchant and vetted by MW in order to be registered as a merchant under the MW System and to which this Agreement is annexed to;

"Web Login Password" means the personal identification number to be used by the Merchant when accessing MW Website to redeem or to issue remittance instructions to MW, which may be changed by the Merchant with prior notification to MW;

"Security Code" means the personal security code generated in random or whenever requested to be used by the Merchant as required when accessing MW Website to or to issue remittance instructions to MW, which may be changed by the Merchant with prior notification to MW;

"MW Redemption" means any redemption involving the use of the MW System by the User to redeem goods, products or services from the Merchant;

"MW Website" means the website of MW, www.mobilewallet2u.com that is accessible by the Merchant and the User;

"MW System" means the payment system designed and developed by MW facilitating the redemption of the goods, products and services redeemed by the User from the Merchants;

"Mobile Phone Number" means the mobile phone number which has been registered by the Merchant with MW as the authorized mobile phone number from which the Merchant shall conduct the MW Redemptions;

"Parties" means collectively, MW and the Merchant and "Party" shall mean any one of them;

"Registration Fee" means the fee stated in Merchant Application Form;

"SMS" means the short text message sent to and from mobile telephones which text comprises words or numbers or an alphanumeric combination in accordance with the prevailing standards prescribed by the GSM Association;

"Term" means the period commencing the Commencement Date and the Expiry Date or such other renewed expiry date as the Parties may mutually agree;

"Redemption Fee" means the rate stated in Section E(i) & E(ii) of the Form, or such other rate as may be fixed by MW from time to time and notified to the Merchant by any of the means of communication stated in Clause 17.2, and all payments by MW to the Merchant pursuant to the MW

Redemptions shall be less the credit points of the Redemption Fee and MW shall not under any circumstances be liable to pay or reimburse the Merchant for the full value of each MW Redemption; and

"this Agreement" means this Agreement and includes amendments, modifications and supplements hereto from time to time and any document which amends, modifies or supplements this Agreement as may be notified by MW to the Merchant by any of the means of communication stated in Clause, 17.2.

In this Agreement, unless the context otherwise requires: -

- (a) the Recitals and clause headings contained in this Agreement are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any corporation or other body corporate, partnership, association, public authority, two or more persons having a joint or common interest, or any other legal or commercial entity or undertaking;
- (e) a warranty, representation, undertaking, indemnity, covenant or agreement on the part of two or more persons binds them jointly and severally;
- (f) any reference to "writing" or cognate expressions includes a reference to telex, cable, facsimile transmission or comparable means of communications and includes such notice or communication given in accordance with clause 12 hereof;
- (g) any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement shall be in writing;

2. Appointment of MW Merchant

2.1 Appointment

At the request of the Merchant, MW hereby agrees to appoint the Merchant and the Merchant hereby accepts the appointment as authorized merchant of MW to carry out all of MW Redemptions.

2.2 Term

Subject to early termination in accordance with Clause 13, the appointment hereby made shall be for the Term. Upon the expiry of the Term, MW shall review the performance of the Merchant and may, at its absolute discretion, grant the Merchant a further term for such duration and upon such terms and conditions as MW may in its absolute discretion determine. In the absence of any written notification from MW, the parties agree that this Agreement remain enforceable in its entirety for a further duration equivalent to the Term and upon the same terms as provided in this Agreement.

2.3 Redemption Gateway System Provider

The Merchant acknowledges and confirms that MW is merely acting as a redemption gateway system provider by assisting the Merchant to accept redemption(s) through the MW System.

2.4 No Fiduciary Duty

As between the Merchant and MW, MW is providing a redemption processing service. MW shall not in any manner whatsoever be construed, at law or otherwise, to owe a fiduciary duty to the Merchant in respect of the redemption(s) made by the Users through the MW System.

3. Registration Requirements

3.1 Upon execution of this Agreement, the Merchant shall furnish to MW, through such means or mode of communication as MW may require:

- 3.1.1 where the Merchant is a company or corporation, certified true copies of such statutory forms of the Merchant as required by MW, duly certified by the secretary of the Merchant;
- 3.1.2 where the Merchant is a sole proprietor or partnership, the business registration certificate and such other statutory forms of the Merchant as required by MW, duly certified by the sole-proprietor or as the case may be, the partners;
- 3.1.3 where the Merchant is an individual, the identity card of the Merchant;
- 3.1.4 the personal information and copies of the identify cards of the persons in the Merchant authorized to carry out the MW Redemption and issue instructions to MW under the MW System;
- 3.1.5 all information pertaining to the Merchant Account, the Merchant Bank, the Mobile Phone Number and the Business Telephone; and
- 3.1.6 all other information or documents as MW may require to facilitate the registration of the Merchant as an authorized merchant of MW.

3.2 All SMS made pursuant to this Agreement shall be made to the Mobile Phone.

4. Merchant's obligations

- 4.1 Subject to the provisions of this Agreement, the Merchant shall permit all Users, without discrimination, to effect the MW Redemptions without prior payment in cash or by cheque. The Merchant shall display prominently, the brand name and logo of MW and all other marketing or publicity materials that may be provided by MW, on or about the premises or website of the Merchant.
- 4.2 If the Merchant is unable to obtain authorization from MW to carry out the MW Redemption, the Merchant shall then require the User to pay for the goods, products or services by other methods of payments.
- 4.3 If the merchant proceed to carry out MW Redemption where MW has refused authorization for such MW Redemption, the Merchant shall not be entitled to claim against MW for payment of such MW Redemption.
- 4.4 The Merchant shall immediately notify MW of any of the following matters:
- 4.4.1 loss of the Mobile Phone. In this respect, MW shall not be liable for any instructions to remit payment received by MW from the lost Mobile Phone prior to MW's receipt of the Merchant's notification of loss of the Mobile Phone;
 - 4.4.2 change of the Mobile Phone Number;
 - 4.4.3 change of the Business Telephone Number;
 - 4.4.4 change of business address or business registration name; and
 - 4.4.5 transfer of business title or ownership.
- 4.5 The Merchant shall ensure that the Web Login Password is not disclosed to any unauthorized persons at all times during the Term. Subject to Clause 4.4, MW shall carry out all MW Redemptions, issued or purportedly issued by the Merchant through the Mobile Phone, the MW Website or the Business Telephone in accordance with the terms of this Agreement.
- 4.6 The Merchant shall resolve directly with the User; and claims or complaints made by the User in respect of any purchase of goods, products or services made by way of MW Redemption and the Merchant shall have no right of recourse against MW in the event the User disputes the underlying contract of sale for such MW Redemption for any reasons whatsoever, including, without limitation, the quality, overcharging or late delivery, of that good, product or service.
- 4.7 The Merchant shall not overcharge the User, in any manner whatsoever in respect of the purchase of goods, products or services. The Merchant must refund the monies overcharged to the User. If the Merchant request MW to effect such refund or monies, MW shall be entitled to charge a fee, at such rate as MW shall in its absolute discretion determine at any time during the Term, for effecting such refunds.

5. Procedure In Carrying Out MW Redemption

- 5.1 Non-Time Sensitive MW Redemptions
- 5.1.1 If the User's request to pay for the goods, products or services through the MW System is declined, the Merchant shall then:
 - (a) require the User to pay for the goods, products or services by other methods of payment; or
 - (b) as the case may be, not to provide the goods, products or services to the User.
- 5.2 MW Redemptions by Remote without middle man
- 5.2.1 In addition and not in derogation of Clause 5.2, the Merchant may permit the goods, products or services to be purchased by the Users on the Merchant's website.
 - 5.2.2 The Merchant must state on the Merchant's website that Users are permitted to redeem the goods, products or services advertised on the Merchant's website through the MW System and procedures on the manner in which redemption through the MW System can be made.
- 5.3 For the avoidance of doubt, any notification issued by MW to the Merchant shall be in either of the following means:
- 5.3.1 SMS using a set of short code as MW may notify from time to time during the Term;
 - 5.3.2 electronic mail from such electronic mail address as MW may notify from time to time during the Term;
 - 5.3.3 IVR from such telephone number as MW may notify from time to time during the Term; or whereby the Merchant shall release the relevant goods, products or services to the User after receiving the notification from MW in the manner stated in this Clause 5.3.
 - 5.3.4 Postal mail or courier mail service to the business, correspondence or mailing address as stated and duly completed in the Merchant Application Form and the Merchant Agreement Form.
 - 5.3.5 In the event the mailing address as duly completed in the Merchant Application Form differs from the variation as stated in the Merchant Agreement stated in Schedule 1(3) hereto, the corresponding address stated in this agreement shall prevail.
- 5.4 The Merchant irrevocably and unconditionally agrees and confirms that:
- 5.4.1 MW shall have the absolute discretion to modify or vary the Redemption procedures as set out in Clauses 5.1 and 5.2 or add, introduce and implement new Redemption procedures to the Merchant;
 - 5.4.2 MW shall have the absolute discretion to require the Merchant to take additional measures to authenticate MW's payment notification at any time during the Term; and
 - 5.4.3 any modification, variation or addition as stated in Clauses 5.4.1 and 5.4.2 shall be deemed introduced or implemented to the Merchant when published on the MW Website.

6. No Cash Back to Users

Save for Clause 4.7, the Merchant shall not, at any time after the completion of an authorized MW Redemption, receive any cash or cheque payment from the relevant User for such goods, products or services redeemed by that User. The Merchant shall not under any circumstances make any cash advances to any User unless prior written authorization is obtained from MW.

7. Registration Fee, Redemption Fee

7.1 The Merchant irrevocably and unconditionally agrees and confirms:

- 7.1.1 the Registration Fee, of which a preliminary annual fee payment is charged as stipulated in the Merchant Application Form and the remaining balance of the said annual fee to be deducted from the payment (after deducting the Redemption Fee) to be remitted to the Merchant in respect of each completed MW Redemption immediately after the first term of MW Redemptions are completed by the Merchant; and
- 7.1.2 the Redemption Fee on each MW Redemption and deduct the same from the redemption made by the User in respect of each MW Redemption.

8. Disputed MW Redemptions

8.1 MW shall not be responsible and liable to:

- 8.1.1 the Users in any manner whatsoever for any goods, products or services redeemed from the Merchant; and
 - 8.1.2 the Merchant in the event a User disputes an MW Redemption.
- 8.2 Save for fraudulent MW Redemptions alleged by a User, MW shall not be under any obligation or responsibility to investigate any disputes on the MW Redemptions between the Merchant and a User.
- 8.3 All disputes on any MW Redemption shall be resolved between the Merchant and the User with no recourse to the User's account.
- 8.4 Within seven (7) days (or such other duration as MW may determine from time to time or at any time during the Term) from the User's notification of an alleged fraudulent MW Redemption to MW, the User shall furnish MW with all requisite supporting documents and information in relation to and in connection with the alleged fraudulent MW Redemption and complete such other forms and documents as MW may require.
- 8.5 MW shall investigate the alleged fraudulent MW Redemption, including obtaining the written representation from the Merchant.
- 8.6 MW shall notify the User and the Merchant of the outcome of such investigation within ten (10) Business Days (or such other duration as MW may determine from time to time or at any time during the Term) from MW's receipt of all the documents and information stated in Clause 8.4.
- 8.7 The decision made by MW pursuant to the investigation shall final, binding and conclusive, save for manifest errors.
- 8.8 Where the outcome of the investigation by MW:
- 8.8.1 shows that such MW Redemption is fraudulent, MW shall refund to User the credit points of the MW Redemption by depositing such credit points into the User's account; or
 - 8.8.2 shows that such MW Redemption is not fraudulent, the User shall be notified accordingly.
- 8.9 If, pursuant to the outcome of the Investigation by MW, MW is required to make a refund to the User, MW shall utilize such credit point values of the Merchant standing to a credit balance in the Collection Account to make good such refund, failing which, MW shall advance the refund on behalf of the Merchant and such advances shall be an accrued credit points due and owing by the Merchant to MW.
- 8.10 In the event of any dispute with the Users, the Merchant shall release MW, its agents, employees or licensees from any and all claims, demands and damages (actual or consequential) for every kind or nature arising out of or in any way connected with such disputes.

9. Indemnity

- 9.1 The Merchant hereby indemnifies and shall keep MW indemnified in respect of its employees, and servants from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising under any laws of Malaysia to which MW, its employees or servants may be subjected by reason of injury to or the death of any person or damage to property of any person, firm or corporation in any manner due to, arising out of or in the course of or by reason of the carrying out of the terms of this Agreement or resulting from any breach of this Agreement by the Merchant, including, without limitation:
- 9.1.1 any act, neglect or default of the Merchant or its agents, employees, licensees or Users;
 - 9.1.2 any event of fraud committed by the Merchant or its agents, employees or licensees; or
 - 9.1.3 breaches resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the Merchant carrying out the MW Redemptions.

10. Confidentially

- 10.1 The Merchant shall not at any time during or after the Time divulge or allow to be divulged to any person any confidential information relating to MW, the MW System, the MW Redemptions or the terms of this Agreement other than to persons who have signed a confidentiality undertaking in the form approved by MW.
- 10.2 Subject to Clause 12, MW shall not disclose or allow access to, the Merchant's personal information or the Merchant's Users, to third parties without the Merchant's prior written consent.
- 10.3 The Merchant shall not directly or indirectly, by any means whatsoever, obtain or attempt to obtain information of Users of other Merchants.
- 10.4 If MW, in its absolute opinion, believe or suspect that the Merchant has breached the provisions in this Clause 10 (or any of them), MW shall be entitled to terminate this Agreement pursuant to Clause 15.1 .
- 10.5 MW shall take reasonable measures to safeguard all information stored in the MW System.

11. Merchant's Covenants, Warranties and Undertakings

- 11.1 The Merchant hereby irrevocably and unconditionally, warrants and undertakes:
- 11.1.1 to observe the guidelines, procedures of MW Redemptions as set out in this Agreement of such other updates as provided by MW from time to time during the subsistence of this Agreement;
 - 11.1.2 upon request by MW, to furnish originals of bills or other supporting documents in relation to or in connection with the MW Redemptions;
 - 11.1.3 to notify MW immediately in writing of any change in the organization or corporate or business structure of the Merchant or in any of the information furnished to the Merchant Bank pursuant to this Agreement;
 - 11.1.4 at all times, to promote and recommend Users of the Merchant to purchase goods, products or services using the MW System;
 - 11.1.5 not to levy surcharge on the Users resulting in the Users reimbursing (directly or indirectly) the Merchant for the Redemption Fee;
 - 11.1.6 not to provide or disclose any information in relation to or in connection with the MW Redemptions to any unauthorized third party;
 - 11.1.7 not to gain or attempt to gain, directly or indirectly unauthorized access to the MW System for, inter alia, the purpose of obtaining the Users' information of other merchants of MW.
 - 11.1.8 not to use the MW System to conduct any fraudulent, immoral or illegal activities or activities that may infringe the intellectual property rights of third parties;
 - 11.1.9 not to use the information of the Users, including, without limitation, the mobile telephone number of the Users, for any purposes or reasons other than to obtain the MW's confirmation to carry out the MW Redemptions;
 - 11.1.10 not to use any intellectual property belonging to MW, including, without limitation, trade marks, trade names or patents, whether registered or not, without the prior written consent of MW other than such usage permitted under this Agreement;
 - 11.1.11 that the Merchant has obtained all requisite licenses, authorizations, permits and approvals for the carrying on of the Merchant's business;
 - 11.1.12 that the Merchant is duly authorized and empowered to enter into this Agreement; and
 - 11.1.13 that the Merchant shall not at any time represent to any third party as an agent of MW.
- 11.2 If, in the sole and absolute opinion of MW, the Merchant has breached its obligations, warranty, undertaking or covenant as stipulated in this Agreement, MW shall be entitled to suspend the Merchant from carrying any further MW Redemptions or terminate this Agreement in accordance with the provisions of this Agreement.

12. Disclosure of Information

- 12.1 MW shall be entitled and the Merchant irrevocably and unconditionally consents and authorizes MW to the extent permitted by law, to disclose or release any information pertaining to the Merchant or the Merchant's Redemptions through MW System to such extent that MW may at its absolute discretion deem fit to:
- 12.1.1 the Merchant Bank;
 - 12.1.2 such other persons as MW may be required to disclose under the application law;
 - 12.1.3 such other persons or entity pursuant to any governmental directive or order of the court; or
 - 12.1.4 any other party whomsoever as MW may at its absolute discretion deems fit.

13. Limitation on Liability

- 13.1 The Merchant agrees and confirms that it shall not hold MW, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the MW Redemption or this Agreement.
- 13.2 If at any event, MW, its employee, agents or licensees are found liable to the Merchant, such liability is limited to the actual credit points of direct damages.

14. Reliability of SMS and Internet

- 14.1 The Merchant is aware that all Redemptions conducted by way of the MW System are through notification and confirmation sent by SMS to the MW System or through the Internet.
- 14.2 The Merchant is fully aware that the Merchant's receipt of the notification from MW and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties.
- 14.3 The Merchant acknowledges and confirms that the Merchant shall take all steps and measures to check and verify the Redemption history of the Merchant on the MW Website.

15. Right of Termination**15.1 Termination due to the default of the Merchant**

15.1.1 Upon the happening of any of the events set out below MW may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy MW may have against the Merchant:

- (a) If and whenever there shall be a breach of or non observance or non performance of any of the terms, covenants or conditions contained herein and on the part of the Merchant and/or its employees to be observed and performed including failure to pay any of the fees and payment herein stipulated;
- (b) Any judgment obtained against the Merchant remains unsatisfied for more than fourteen (14) days or the Merchant shall have its property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of its creditors or becomes a bankrupt or is the subject of any winding up proceedings or makes any arrangements or composition with its creditors;
- (c) The Merchant has a receiver or a receiver and manager appointed over the whole or in part of its property or undertake or has an official manager appointed pursuant to the provisions of the Companies Act 1965 or any other legislation in substitution therefor or a special administrator appointed pursuant to the Pengurusan Danaharta Nasional Berhad Act 1998;
- (d) The Merchant defaults in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrance over the assets of the Merchant and such default materially affects the ability of the Merchant to perform its obligations under this Agreement;
- (e) The Merchant being a partnership changes its membership without the prior written approval of MW or is terminated or dissolved except in the event of death of a partner;
- (f) Where the Merchant is a corporation, the control of the Merchant by the shareholders who are shareholders as at the date of this Agreement is passed by them to other persons or corporation without the prior written approval of MW first being had and obtained;
- (g) The Merchant being a natural person becomes of unsound mind or infirm or becomes a drug addict or an alcoholic, meaning that he habitually uses drugs or intoxicating liquor to such an extent that he has lost the power of self control with respect to drugs or intoxicating liquor; or
- (h) the Merchant is engaged in or suspected of engaging in fraudulent, illegal or immoral activities or the Merchant is conducting or suspected of conducting fraudulent, illegal, immoral or infringing third parties' intellectual property, Redemptions through MW System.
- (i) the Merchant is engaged or suspected of engaging

- 15.2 If the Merchant does not carry out any MW Redemptions for a consecutive period of six (6) months, this Agreement shall terminate automatically unless otherwise agreed in writing by MW.
- 15.3 Upon termination of this Agreement, MW's obligation to reimburse the Merchant shall cease on the effective date of such termination and MW shall not be obliged or bound to make any payment on any MW Redemptions completed after the date of termination.
- 15.4 Upon termination of this Agreement, the Merchant shall forthwith return to MW, at the Merchant's own cost and expenses, all documentation provided by MW pursuant to this Agreement.

16. Suspension

- 16.1 MW shall not be liable or responsible to the Merchant in any manner whatsoever for any failure to perform any of its obligations contained in this Agreement if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency of any state or any change in the interpretation or application thereof, it is or will become unlawful, or contrary to any such directive, or impractical without breaching such law or directive, for MW to give effect to its obligations under this Agreement.

17. Notices

- 17.1 All notices and documents required to be given by the Merchant under this Agreement to MW shall be sent to MW by way of ordinary post or registered post to the following address (or such other address as MW may notify at any time or from time to time):
**6-6-3, 6th Floor, Block 6,
Queen's Avenue, Jalan Shelley
55100 Kuala Lumpur, Malaysia**
Any notice or document sent by the Merchant to MW shall be deemed served when such notice or document is received by MW.
- 17.2 All notices and documents required to be given by MW under this Agreement to the Merchant shall be sent to the Merchant by any one of the following methods:
- 17.2.1 ordinary or registered post to the Merchant's last known address according to MW's records;
 - 17.2.2 by facsimile to the Merchant's last known facsimile number according to MW's records;
 - 17.2.3 electronic mail to the Merchant's last known electronic mail address according to MW's records;
 - 17.2.4 posting the notice or communication on MW Website;
 - 17.2.5 notices placed with or in any of MW's written communication's to the Merchant;
 - 17.2.6 telephone call to the Merchant's last known telephone number according to MW's records;
 - 17.2.7 notices placed through any media; or
 - 17.2.8 any manner of notification as MW may at its absolute discretion determine.
- 17.3 Any notice or document or communication given by MW to the Merchant shall be deemed to be served and received by the Merchant:
- 17.3.1 if sent by ordinary or registered post, within three (3) days of posting; or
 - 17.3.2 if sent by other methods stated in Clauses 17.2.2 to 17.2.8, the Business Day following the sending of such notice or document.

18. Waiver and Severance

- 18.1 Any failure by MW to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 18.2 In the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the Party shall amend that provisions in such reasonable manner as would achieve the intention of the Party or at the discretion of MW it may be severed from this Agreement and the remaining provisions remain in full force and effect unless MW decides that the effect of such severance is to defeat the original intention of the Parties in which event MW shall be entitled to terminate this Agreement.

19. Acknowledgement of Merchant

- 19.1 The Merchant acknowledges that prior to having executed this Agreement it has carefully read the provisions of this Agreement and has understood them and has not relied upon any statement, representation or waiver made by MW or its servants, agents other than as set out herein.

20. Entire Agreement

- 20.1 This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and merges all prior discussion between them and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement duly set forth or subsequent to the date hereof in writing and signed by a proper and duly authorized representative of the Party to be bound thereby.

21. Discretion

- 21.1 No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be deemed to have been made by MW except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

22. Governing Law and Jurisdiction

- 22.1 This Agreement shall be governed by Malaysian law in every particular including formation and interpretation.
- 22.2 Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Malaysia.

23. Variation

- 23.1 This Agreement may be modified, added to, deleted or varied by MW by way of posting on MW Website or in any such other manner as MW may in its absolute discretion determine.
- 23.2 The Merchant shall access MW Website at regular intervals of time to view this Agreement and to ensure that the Merchant is kept up-to-date with any changes or variations to this Agreement.

23.3 The Merchant agrees that continued performance of MW Redemptions shall constitute the Merchant's acceptance of this Agreement (as modified and varied form time to time).

24. Cost and Expenses

24.1 The Merchant shall bear the stamp duty payable in respect of this Agreement.

24.2 Each Party shall bear its own solicitors' costs and expenses in respect of the preparation and execution of this Agreement and all ancillary documents.

25. Further Assurances

25.1 Each Party must do all things necessary (including, but not limited to, executing all documents) to give effect to this Agreement.

26. Assignment

26.1 The Merchant may not assign its rights under this Agreement without the prior written consent of MW.

26.2 MW shall be entitled to assign its rights under this Agreement to any of its related corporation without the prior written consent of the Merchant. For the purposes of this Agreement, "related corporation" shall have the meaning ascribed thereto in the Companies Act, 1965 of Malaysia.

27. Binding Effect

27.1 This Agreement shall be binding on the heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) of the Parties.

28. No Partnership

28.1 Nothing contained in this Agreement shall constitute or to be deemed to constitute a partnership between the Parties and none of the Parties shall have any authority to bind or commit the other save as authorized by this Agreement.

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SCHEDULE ONE

| No. | Descriptions | Details of Agreement of Parties |
|-----|------------------------|---|
| 1 | Date of this Agreement | Day (d.d)..... Month (m.m)..... 2006 |
| 2 | MW's Details | MOBILE WALLET SDN BHD (665201-U) <i>(Formerly known as Icallsoft Sdn Bhd)</i> 6-6-3, 6th Floor, Block 6, Queen's Avenue, Jalan Shelley, 55100, Kuala Lumpur Malaysia Tel : (603) 9205 6000 Fax : (603) 9205 6111 Email: info@mobilewallet2u.com |
| 3 | MERCHANT's Details | Name: Co. No: Address Tel: 60 () Fax: 60 () Email: Primary Contact Name: Primary Contact No: |
| 4 | Terms of Agreement | One (1) year Contract. Renewable for another 2 year unless terminated in accordance to this Agreement. |
| 5 | Mode of Payment | Cash and crossed cheque made payable only to an account to be assigned by the MW in a location to be agreed by MW |
| 6 | Redemption Fee | Redemption Charges to be charged by MW for every Redemption received by Merchant at a base rate of 1.5% of Redemption net credit points value per every Redemption. |
| 6 | Currency | Malaysia Ringgit (RM) ONLY |
| 7 | Territory | Malaysia |

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IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands on the day and year first written in Schedule One(1) hereinafter.

Signed by or on behalf of **MW**
MOBILE WALLET SDN BHD
(Company No: 665201-U)

)
)
)
)

Name:
Designation:
Date:

Company Stamp

Duly witnessed in the presence of : -

.....
Witness Name:
NRIC No:
Date:

Signed by or on behalf of the **MERCHANT**

)
)
)
)

Name:
Designation:
Date:

Company Stamp

Duly witnessed in the presence of : -

.....
Witness Name:
NRIC No:
Date:

(This is the execution page for the Mobile Wallet Merchant Agreement between MOBILE WALLET SDN BHD,
Company No: 665201-U and the appointed MERCHANT)

MERCHANT APPLICATION CHECKLIST

Admin & Operations Department Use Only

| | |
|-------------------|------------------|
| Application Date: | Submission Date: |
| Salesman Name: | Salesman Code: |
| Merchant Name: | Merchant Code: |

Merchant Company Document Submission Checklist (Photocopy only)

| Company | Sole Proprietor / Partnership | Individual |
|--|--|---|
| <input type="checkbox"/> Form 24 <input type="checkbox"/> Form 49 <input type="checkbox"/> Form 9/13 | <input type="checkbox"/> Borang A / Borang D | <input type="checkbox"/> NRIC / Passport of applicant |
| <input type="checkbox"/> NRIC / Passport of Authorized Signatory | <input type="checkbox"/> NRIC / Passport of business owner | <input type="checkbox"/> Latest monthly bank statement / electricity bill |
| <input type="checkbox"/> Latest copy of monthly bank statement | <input type="checkbox"/> Latest monthly bank statement | |

Merchant Information Checklist

| | |
|--|--|
| <input type="checkbox"/> Corporate / Company / Business Logo (Softcopy-if any) | <input type="checkbox"/> Corporate / Company / Business Logo (Hardcopy-if any) |
| <input type="checkbox"/> Corporate / Business Profile (Softcopy-if any) | <input type="checkbox"/> Corporate / Business Profile (Hardcopy-if any) |
| <input type="checkbox"/> Promotional Materials / Brochures (Softcopy-if any) | <input type="checkbox"/> Promotional Materials / Brochures (Hardcopy-if any) |

| Submitted By: (Sales Representative) | Processed By: | Approved By: |
|--------------------------------------|---------------|--------------|
| Signature: | Signature: | Signature: |
| Name: | Name: | Name: |
| Designation: | Designation: | Designation: |
| Date: | Date: | Date: |

Verified by Operations Department Manager:

Date:

IT Department Use Only

| | | |
|---|---------------|-------|
| <input type="checkbox"/> Upload of Merchant Corporate / Business Logo | Processed by: | Date: |
| <input type="checkbox"/> Upload of Merchant Promotional Materials / Brochures | Processed by: | Date: |
| <input type="checkbox"/> Merchant Account & ID Setup | Processed by: | Date: |

Verified by IT Department Manager:

Date: