

WM MERCHANT PROGRAM AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 201

BETWEEN

WINDOWMALAYSIA SDN BHD (Company No. 184923-x) a company incorporated in Malaysia and having its registered office at 4812-0-50, CBD2 Persiaran Flora, Cyberjaya 12, 63000 Cyberjaya, Selangor (“**WM**”) of the First Part.

AND

THE MERCHANT, a person, includes a natural person, corporate, organization, or unincorporated body who has completed the Merchant application and successfully registered himself/ itself as WM’s Merchant.

(Collectively “**the Parties**”, and individually “**the Party**”)

RECITALS:

- A. WM, over a period of time, and as the result of the expenditure of its time, skill and effort, has developed the Product (as defined below). WM is the sole owner of the Product.
- B. WM is of the opinion that the Merchant has the necessary qualifications, abilities, reputation and accreditation to provide the Services as stated in Section 2 of Schedule 1 hereto, to the Customers, subject to the terms and conditions of this Agreement.
- C. WM is desirous of engaging the Merchant to provide the Services and the Merchant agrees to such engagement upon the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the contrary intention appears:

“Confidential Information”	means all information which the WM protects against unrestricted disclosure to others which is as follows: a) standard operating procedure (SOP), proprietary information, technical data, trade secrets or know-how, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, disclosed by one Party to the other Party either directly or indirectly in writing, orally or by drawings or observation of parts or equipment which is directly connected and/or indirectly associated to the Product.
----------------------------	---

	<p>b) the identities of persons, clients, customers, employees, sponsors, partnerships, corporation, associations, sub-contractors, or other entities who have traded or dealt with the Product or data obtained in the course of such works.</p> <p>c) but excludes any information deemed no longer confidential under the law.</p>
“Derivative Works”	means works in all language (by human or computer) consisting of editorial revisions, annotations, elaborations, or other modifications or transformativeness which, as a whole, represent an original works.
“Fees”	means the fees payable to the Merchant by WM in the sum and manner more specifically stated in Schedule 2 of this Agreement.
“Gateway Security”	means all the network connectivity, system security and business application security measures which are incorporated into and related to the Product.
“Infrastructure”	means the servers, network connectivity, special devices, enablers required for the Product consisting the Local Area Network (LAN) and Wide Area Network (WAN) connectivity.
“Instruction Notice”	means the instructions given by WM through WM System for the Merchant to provide the Services to the Customers.
“Intellectual Property Rights”	means all intellectual property rights, including but not limited to rights to patents, rights in circuit layouts, trademarks, service marks, trade names, registered designs, copyrights, and other forms of intellectual property or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets and any licences and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing;
“Product”	for the purpose of this Agreement, “Product” mean only the WindowMalaysia platform

	<p>(https://www.windowmalaysia.my), a valid and subsisting website which offers numerous products and services to Customers by WM, including but not limited to facilitating the application of Malaysian Visa, WindowMalaysia membership, fast track immigration, concierge services, sim cards, travel package and arrangements, local sight-seeing, tours, activities and any future products and services to be implemented by WM.</p> <p>For the avoidance of doubt, any description, renaming, rebranding and/or labelling of the Product, in which it still bears the same functionality and effects aforementioned by WM after the execution of this Agreement shall not affect the rights of the Parties and/or the subject matter in this Agreement.</p>
“Schedule”	means a schedule to this Agreement.
“Services”	means the services as stated in Section 2 of Schedule 1 of this Agreement and such other obligations and responsibilities as stipulated in Clause 2 of this Agreement.
“Customers”	means WM members or WM users or either one of them
“WM System”	means the online system which is developed by WM in relation to the Product in order to integrate the data, personal data of the Customers where the Merchant can coordinate and be informed of the schedule and personal information of the Customers.

1. 2. INTERPRETATION

1.2.1 In this Agreement, unless the contrary intention appears:

- (a) the clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a cross reference to a clause number is a reference to its sub clause;
- (c) words in the singular number include the plural and vice versa;
- (d) words importing a gender include any other gender;
- (e) a reference to a person includes a partnership and a body, whether corporate or otherwise;

- (e) a reference to a clause is a reference to a clause or sub clause of this Agreement;
- (g) a reference to a sub clause is a reference to a sub clause of the clause in which that reference is made;
- (h) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (i) a reference to a Schedule includes a reference to any part of that Schedule which is not physically annexed to this Agreement but which is incorporated by reference;
- (j) monetary references are references to Malaysian currency.

2. AGREEMENT

2.1 Agreement

2.1.1 The Parties agree that the Merchant shall provide the Services and the obligations and responsibilities as stipulated in Clause 2.2 herein below in consideration of the fees payable to the Merchant in accordance with the terms and conditions of this Agreement and for the mutual benefit to be gained by the Parties, upon the terms and conditions of this Agreement.

2.2 Obligations and responsibilities of the Merchant

2.2.1 In amplification of and not in derogation to any of the terms of this Agreement, in consideration of the fees payable to the Merchant in accordance with the terms and conditions of this Agreement, the Merchant shall perform the followings in conscientious, competent and diligent manner, which include but not limiting to:-

- (a) to verify and validate the identity of the Customers to ensure the smooth provision of the Services to the Customers;
- (b) to provide the Services timely and satisfactorily to the Customers, as and when necessary;
- (c) to ensure that the Services to be provided to the Customers; if in the form of physical goods, to be of merchantable quality in accordance to the laws of Malaysia;
- (d) to liaise with all the relevant parties, which include but not limited to the Customers, WM, and any third parties and/or governmental authorities as and when necessary in order to ensure the smooth performance of this Agreement by the Merchant;
- (e) to contact and/or update the Customers, WM and/or any other relevant authorities when the Merchant is unable to provide the Services for any reason whatsoever and do all that is necessary to rectify or mitigate the loss to be suffered by the

Customers and/or WM and/or any other relevant third parties due to such unavailability by the Merchant;

- (f) within its scope of Services, to provide all the assistance to the Customers which may not specifically stated herein;
- (g) to confirm, coordinate, plan and schedule the itineraries within seven (7) days after the Instruction Notice has been made known to the Merchant;
- (h) to maintain, manage, monitor and operate the WM System pursuant to the standard operation procedures of the WM at all time;
- (i) at its best, to ensure that the WM System and the Infrastructure, databases and system software works efficiently;
- (j) from time to time, to offer to the Customers certain privileges, apart from the Services (“**Privileges**”).

2.2.2 The Merchant shall use its best endeavor to ensure that the Services provided by the Merchant and any information relating to the Services shall not:-

- (a) be false, inaccurate or misleading;
- (b) infringe any third party's Intellectual Property Rights or rights of publicity or privacy;
- (c) violate any law, statute, ordinance, contract or regulation (including, but not limited to, those governing financial services, consumer protection, unfair competition, anti discrimination, or false advertising); and
- (d) jeopardize the goodwill and reputation of WM.

2.2.3 The Merchant shall resolve directly with the any claims or complaints made by the Customers in relation to the Services provided by the Merchant and the Merchant shall have no right of recourse against WM in the event the Customers disputes the Services for any reasons whatsoever, including but not limited to the quality of overcharging of such Services.

2.3 Obligations and responsibilities of WM

2.3.1 In consideration of the Services to be provided by the Merchant, WM shall be responsible for the followings:-

- (a) to provide backend support to the Merchant whenever there are technical issues in the WM System;
- (b) to inform, coordinate and liaise the Merchant through the Instruction Notice whenever there is request by the Customers for the Services to be provided by the Merchant;

(c) to promote and advertise the Privileges to the Customers.

3. FEES

3.1 In consideration of the Services to be provided by the Merchant, the Merchant shall be entitled to the fees at the sum in Ringgit Malaysia and in the manners more specifically stated in Schedule 2 of this Agreement, subject to the terms and conditions of this Agreement.

4. TERMS OF AGREEMENT

4.1 This Agreement shall be deemed to commence on the date of this Agreement (“**Effective Date**”) and shall be in force for a period of **One (1) Year** (hereinafter referred to as “**the Term**”).

4.2 Parties may opt to renew this Agreement and the intention to renew the Agreement may be made by either Party through a written notice **three (3) months** before the expiry of the Term. The Party receiving the aforesaid notice may choose to either continue to terminate this Agreement and the following shall occur:-

4.2.1 If the receiving Party accepts the offer of renewal, Parties may opt to make changes or maintain the current terms and conditions subject to mutual agreement in writing;

4.2.2 If the receiving Party declines the offer of renewal, any payment payable to any Party pursuant to this Agreement shall at the end of the Term be disbursed to the relevant Party, subject to the terms and conditions of this Agreement.

4.3 In the event that neither Parties have expressed the intention to renew this Agreement, it is deemed that the Agreement shall be automatically terminated upon the expiry of the Term. The terms and conditions in this Agreement shall cease to have further force and effect on the Parties, save and except for Clause 9 and 10 of this Agreement.

5. OWNERSHIP

5.1 Nothing in this Agreement shall transfers or assigns to the Merchant any of WM’s Intellectual Property Rights in the Product and the WM System.

6. NON-LIABILITY

6.1 The Merchant agrees to provide the Services in conscientious, competent and diligent manner to the Customers. Under no circumstances shall WM, or its affiliates, agents, associates, employees or directors be liable to the Merchant or the Customers or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, including loss of profits, loss of business, business interruption or any other loss incurred by the Merchant or any third party in connection with the unsatisfactory Services by the Merchant or in connection with this Agreement.

7. TAXES, LEVIES, DUTIES AND OTHERS (IF APPLICABLE)

- 7.1 WM and the Merchant shall comply with the provisions of all the applicable laws and regulations in respect of the imposition of any taxes, levies, duties and other similar charges including any penalties arising from such taxes, levies, duties and such other similar charges which may be applicable to the supply of Services at all time.
- 7.2 The Parties hereby agree that the Merchant shall undertake, bear and pay any taxes, levies, duties and other similar charges including any penalties arising from such taxes, levies, duties and such other similar charges related to or associated with the Services to the relevant authorities.
- 7.3 In the event that the Merchant fails to pay to the relevant authorities within the time period stipulated under the relevant laws, the Merchant shall be liable for all the penalties and/or fines or other imposed by the relevant authorities and further covenants and undertakes to indemnify WM against any claims or demands whatsoever resulting from the Merchant's non-compliance with any of the provisions of the relevant laws in respect of the imposition of any taxes, levies, duties and other similar charges including any penalties arising from such taxes, levies, duties and such other similar charges which may be applicable to the supply of Services .

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Each Party represents and warrants to the other Party that:
- (a) such Party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated herein;
 - (b) to the best of such Party's knowledge, the execution, delivery and performance by such party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such party; and
 - (c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such party's ability to perform its obligations under this Agreement.

9. CONFIDENTIALITY

- 9.1 Each Party undertakes in respect of Confidential Information for which it is the recipient –
- (a) to treat such Confidential Information as confidential;
 - (b) not without the disclosing Party's prior approval to communicate or disclose any part of such Confidential Information to any person except –
 - (i) only to those employees, agents, sub-contractors and other suppliers on a need to know basis who are directly involved with the Services as stated in Clause 2; and
 - (ii) the recipient's auditors, professional advisers and any other persons or

bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient;

- (c) to ensure that all persons and bodies mentioned in **Clause 9.1(b)** are made aware, prior to disclosure of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing party and to use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Clause;
- (d) not to use or circulate such Confidential Information within its own authorized and except to the extent necessary for the purposes of the enforcing or otherwise giving effect to the terms of this Agreement; and
- (e) if required by law.

9.2 The obligations in **Clause 9.1** will not apply to any Confidential Information –

- (a) in the recipient's possession (with full right to disclose) before receiving it;
- (b) which is or becomes public knowledge other than by breach of this Clause;
- (c) is independently, developed by the recipient without access to or use of the Confidential Information; or
- (d) is lawfully received from a third party (with full right to disclose).

9.3 **Clause 9.1** will continue in force notwithstanding the termination or expiration of this Agreement for any reason.

10. INTELLECTUAL PROPERTY

10.1 The Merchant acknowledges that the Intellectual Property Rights together with any information including but not limited to any text, graphics, scripts, software, technology, music, sound, photograph or any other materials or works used on, comprised or contained in the Product (collectively "**the Materials**") are the sole and exclusive property of WM and/or its licensors.

10.2 The Merchant further agrees and undertakes that save as expressly permitted in this Agreement it shall not without WM's prior written consent:

- (a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of the Product or the Materials; or
- (b) create or use Derivative Works from the Materials or create any hyperlink of any sort or manner to or from the Product from or to any other website or use any part of the Materials contained at the Product or any other server.

10.3 WM acknowledges that the Intellectual Property Rights in relation to the Services

provided by the Merchant are the sole and exclusive property of the Merchant and/or its licensors.

- 10.4 The Merchant further warrants that the Services to be provided by the Merchant are not infringing, misappropriating or otherwise violating any Intellectual Property Rights of any other party and shall indemnify, defend and hold WM or its affiliates, agents, associates, employees or officers against all liabilities, damages, losses, costs or expenses (including but not limited to attorney's fees and expenses) arising out of any suit, claim or proceeding alleging that the Services provided under this Agreement violate or infringe any Intellectual Property rights.

11. INDEMNITY

- 11.1 Nothing in this Agreement excludes or limits the liability of either Party in respect of:
- (a) death or personal injury caused by its negligence (including negligence by the employees, agents or sub-contractors of the Parties);
 - (b) dishonesty, or the tort of deceit or, wilful misconduct or recklessness by its employees, agents or sub-contractors;
 - (c) fraudulent misrepresentation; and
 - (d) liability which may not otherwise be limited or excluded under applicable law.
- 11.2 The Parties herein agree to fully indemnify and keep each other indemnified and shall be liable to the other for all actions, damages, deficiencies, costs, claims, expenses, legal costs (including on a solicitor client basis) and all other forms of liabilities that may be sustained, incurred or suffered by one party including damages arising from any third party proceedings as a result of the other party breaching the terms of this Agreement, negligence, omission or wilful misconduct of the defaulting party PROVIDED THAT in no event will either Party be liable to the other for loss of profits, lost of use, for remote or unreasonably foreseeable damages whether arising from negligence, breach of this Agreement or howsoever arising in relation to this agreement.
- 11.3 The Parties acknowledge and agree that in the event of a material breach of the Agreement by either Party, the non-defaulting Party shall endeavour to do all things as may reasonably be necessary to mitigate any losses that it may suffer pertaining to such breach.

12. TERMINATION

12.1 Termination for breach

The following breaches are fundamental and shall entitle WM to give a thirty (30) days written notice to terminate this Agreement and upon expiry of such termination notice, this Agreement shall absolutely terminate and cease to have effect but without prejudice to the rights and remedies of WM in respect of the breach or antecedent breach by the Merchant of any of its obligations under this Agreement:

- (a) the Merchant continuously and persistently fails, neglects and/or refuse to perform the Services in accordance with the standards and criteria required by WM;
- (b) the Merchant fails, neglects and/or refuses to comply with its obligations under the terms of this Agreement; and
- (c) the voluntary or compulsory liquidation of the Merchant or the appointment of a receiver of its assets or if the Merchant is an individual, the committing of an act of bankruptcy or the adjudication of bankrupt of the Merchant.

12.2 Termination of rights

- (a) If at any time WM shall cease to have the rights to grant licenses to perform the Services in relation to the Product for any reasons whatsoever, WM may forthwith terminate this Agreement by giving a thirty (30) days written notice to the Merchant;
- (b) The Merchant shall have no claim against WM in respect of such termination.

12.3 Termination by Mutual Agreement

The Parties may by mutual agreement terminate this Agreement. Upon such termination, this Agreement shall absolutely terminate and cease to have effect and Parties shall have no claim against each other in relation to such termination

12.4 Payment of Fee on termination

On termination of this Agreement, the owing Party shall forthwith pay to the other Party any payment due and payable pursuant to the terms of this agreement accrued up to the date of termination.

13. TERMINATION CONSEQUENCE

- 13.1 On termination of this Agreement whether by expiry of the term or otherwise the Merchant shall discontinue to act as the party to perform the Services in relation to the Product.
- 13.2 The WM shall irrevocably be authorized by the Merchant to delete and/or remove the WM System from all of its operation centers without any compensation whatsoever.
- 13.3 The Merchant shall further deliver to WM all of AM's property, including but not limited to all records, manuals, documents, customers files and information, softwares, computer files, marketing and sales materials, any electronically stored information or Confidential Information that is in the Merchant's possession or control.

14. DATA SECURITY AND CONTROL

- 14.1 The Merchant shall not be entitled to make any use such data save as is required for the performance of the Services under this Agreement.
- 14.2 The Merchant undertakes to put this in place and maintain appropriate and robust measures to ensure the security of all personal data arising by virtue of this Agreement and to prevent unauthorized access to, or alteration, disclosure or destruction of, all such data and against its accidental loss or destruction. In particular, the Merchant shall apply appropriate and robust network control measures such as passwords, controlled logging, and user audit trails to ensure that access to personal data arising by virtue of this Agreement is supervised and that user will have access only such data as is required for the legitimate performance of their duties.
- 14.3 The Merchant shall maintain appropriate data security policies, including the use of encryption, anti-virus software and firewalls to prevent unauthorized third party access, damages, or corruption of data. The Merchant shall take appropriate security measures before allowing its staff remote access to its systems and data whether from home, by laptop, or by wireless connections.
- 14.4 In the event that its website or security of its data storage is compromised through hacking, or unauthorized use by third parties, the Merchant shall not be responsible for any damages caused or arising thereunder, provided appropriate security measures for protection has been taken and implemented.

15. NO AGENCY OR PARTNERSHIP

- 15.1 The Parties are not partners or joint ventures nor is the Merchant entitled to act as the WM's agent nor shall WM be liable in respect of any representation act or omission of the Merchant of whatever nature.

16. TIME OF THE ESSENCE

- 16.1 Time wherever mentioned in this Agreement is of the essence of this Agreement.

17. FURTHER ASSURANCE

- 17.1 The Parties hereto hereby covenant with each other that they will respectively sign execute and do all such incidental acts documents and things as may be necessary on the part of each of them to give valid effect to the terms and conditions of this Agreement and to perform their respective obligations hereunder.

18. WAIVER

- 18.1 The failure, with or without intent, of any Party to insist upon the performance (in strict conformity with the literal requirements) by the other Party of any term or stipulation of this Agreement, shall not be treated or deemed to constitute a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party at any time whatsoever thereafter to insist upon performance by the other party strictly in accordance with any terms or provisions hereof. All terms, conditions and obligations under this Agreement shall remain in full

force and effect at all times except where otherwise amended or modified by them by mutual written agreement.

19. ENTIRE AGREEMENT AND MODIFICATIONS

- 19.1 The Parties confirm and acknowledge that this Agreement shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement.
- 19.2 No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorised representatives, and subject to obtaining requisite approval, if any, following such execution.

20. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS

- 20.1 The Merchant shall at all times and in all other respects comply with the provisions of any such written laws, regulations and by laws of any local or other duly constituted authority which may be applicable in performing its obligations under this Agreement and the Merchant shall be liable for all fines, penalties and liabilities of every kind for breach of any such written laws, regulations and by laws.

21. DISPUTES

- 21.1 Any disputes, controversy or claims arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof shall be settled, in so far as it is possible, by mutual consultation and consent.
- 21.2 In the event that the Parties shall be unable to reach mutual consent within thirty (30) days after the notice given by either Party of the disputes, controversy or claims, the same shall be settled by arbitration.
- 21.3 Any matter, dispute or claim referred to arbitration pursuant to **Clause 21.2** shall be presided by a sole arbitrator to be mutually appointed by both Parties. The seat of arbitration shall be the Asian International Arbitration Centre (“**AIAC**”) in Kuala Lumpur, Malaysia and such arbitration shall be settled or determined in accordance with the AIAC Arbitration Rules 2018. The award made by the arbitrator shall be final and binding on the Parties.
- 21.4 Subject to the aforesaid, the Parties agree and confer exclusive jurisdiction to the Courts at Kuala Lumpur, Malaysia.
- 21.5 Notwithstanding the above, the rights and remedies of the Parties shall be cumulative and not alternative. The Parties agree that they shall be entitled, in addition to any other remedy that may be available to it, to seek:-

- (a) A decree or order of specific performance or mandamus to enforce the observance and performance of any covenant, obligation or other provisions under this Agreement; and
- (b) Interim measures of protection under Rule 8 of the AIAC Arbitration Rules 2018, including for securing any amount in dispute hereunder. The Parties agree that monetary relief may not be sufficient and the Parties are entitled to seek mandatory injunction at an interim stage.

22. CONTINUING OBLIGATIONS

- 22.1 Notwithstanding the reference of any matter, dispute or claim to any arbitration proceedings pursuant to **Clause 20** herein, each of the Parties shall continue to perform its obligations under this Agreement in accordance with the terms and conditions hereof.

23. SURVIVAL OF AGREEMENT

- 23.1 Subject to any provision to the contrary, this Agreement shall enure to the benefit of and be binding upon the Parties and their successors trustees, permitted assigns or receivers but shall not enure to the benefit of any other persons.
- 23.2 The covenants conditions and provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

24. SEVERABILITY

- 24.1 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

25. FORCE MAJEURE

- 25.1 Both Parties are released from responsibility to all obligations and delay of work as consequence of Force Majeure. Force Majeure is defined as any extraordinary circumstances which is an unforeseeable, inevitable event and/or beyond reasonable control of the Parties including but not limited to epidemic, natural disaster, war, rebellion, aggression, sabotage, riot of mass, and existence of governmental regulations in monetary affairs which directly influence performance of this Agreement.
- 25.2 If one of the Party has delayed or prevented from performing its obligations hereunder as a result of an event of Force Majeure, it shall promptly notify the other Party in writing as soon as possible after the occurrence of such an event of Force Majeure.
- 25.3 If the Party, who is suffering, does not or neglects to notify the other Party hence all lost, risks and consequences which may arise shall be the burden and responsibility of the Party who suffered from such Force Majeure.

25.4 If the event of Force Majeure persist for a period exceeding 60 (sixty days) calendar days and both Parties had negotiated in good faith and did not settle on a suitable resolution, then either Party shall be entitled to terminate this Agreement by written notice to the other Party hereto.

26. COST AND STAMP DUTY

26.1 All costs (including stamp duties) relating to the preparation and execution of this Agreement or any part thereof shall be borne by the Merchant.

27. FEES AND OTHER PAYMENTS

27.1 Each Party shall pay its own costs and expenses incurred in connection with this Agreement.

28. SUCCESSORS BOUND

28.1 This Agreement shall be binding upon each of the parties hereto and their respective successors in title and permitted assigns.

29. COUNTERPARTS

29.1 This Agreement may be executed in one or more counterparts each of which shall be deemed to be original but all of which together shall constitute one and the same instrument.

30. GOVERNING LAW

30.1 This Agreement shall be governed by, and construed in accordance with, the laws of Malaysia and the parties submit to the non-exclusive jurisdiction of the Courts of Malaysia.

31. NOTICES

31.1 Notice under this Agreement may be delivered using the contact details and manners specified herein;

If to WM

Name:
Address:
Contact No:
Email:

If to the Merchant

Name:
Address:
Contact No:
Email:

Any notice, request or demand required to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served:-

- (a) if it is given by that party or party's solicitors by post in a registered letter with postage prepaid addressed to the other part at that other party's address herein mentioned and it shall be deemed to have been received within seven (7) days of despatch;
- (b) if it is given by that party or that party's solicitors and despatched by hand to the other party or that other party's solicitors prior to 5.00 p.m. on a working day, at the time of delivery or, if delivered by hand at any other time, at 9.00 a.m. on the next working day following the date of such delivery.
- (c) if it is given by that party or that party's solicitors by facsimile transmission to the other party or to the other party's solicitors at the appropriate number last known and it shall be deemed to have been received at the time of such transmission prior to 5.00 p.m. on a working day, at the time of transmission, or if transmitted by way of facsimile transmission or other instantaneous electronic media at any other time, at 9.00 a.m. on the next working day following the date of such transmission.

31.2 In proving the giving of a notice or any other document under or in respect of this Agreement it shall be sufficient to show:-

- (i) in the case of prepaid registered post, that the notice or other document was duly addressed and posted; or
- (ii) in the case of facsimile transmission or other instantaneous electronic media, that the notice or other document was duly transmitted from the despatching terminal as evidenced by a transmission report generated by the despatching terminal.

31.3 No change of address howsoever brought about shall be effective or binding on either party unless that party has given to the other actual notice of the change of address and nothing done in reliance on paragraph above shall be affected or prejudiced by any subsequent change in address over which the other party has no actual knowledge of at the time the act or thing was done or carried out.

32. EXECUTION

32.1 This Agreement may be executed in counterparts by the respective Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged.

[THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed in respective names of the day and year first above written.

The Common Seal of the)
WindowMalaysia SDN BHD)
(Company No. 184923-X))
was hereunto affixed) Name:
in the presence of:) NRIC:
) Position:

.....
Name:
NRIC No.:
Position

The Common Seal of the **MERCHANT**)
(Company No.))
Was hereunto affixed) Name:
in the presence of:) NRIC No.:
) Position:
)
)

.....
Name:
NRIC No.:
Position:

SCHEDULE 1

SECTION	CONTENT	DESCRIPTION
1.	Name and Description of the Merchant	(Company No.) [address]
2.	Services	Accommodation / Logistics / Healthcare / Entertainment / Transportation

SCHEDULE 2

FEEES

1. Fees

2. Manners of payment of Fees