MM MONEY PIN REGISTRATION FORM FOR TOP-UP MERCHANT



PARTICULAR OF APPLICANT																																					
	Γ	\neg		$\overline{}$	Т	T			T	1		Π	T			I	T					Т	T			T			Τ			T	T			T	7
Applicant's Name :	: L	믁		는	Ŧ	<u> </u>			<u> </u>	<u> </u>		<u> </u>	<u> </u>			<u> </u>	<u> </u>	+				H	<u> </u>			<u> </u>			<u> </u>			<u> </u>	<u> </u>		<u> </u>	<u> </u> 	<u>↓</u>
	L	ᆜ	_	느	上																															<u> </u>	
New IC No / Passport No. :	:[(P	leas	e a	ttac	he	d IC	C co	ору	<i>')</i>											
Company's Name :	: _																																				_
Business Registration No :	: L		<u> </u>		<u></u>											Ва	nk	& A/	C No).:																	_
Office Address :	: [
	F	os ^o	cod	le		: [Sta	ite	:																				
Tel No : The last 8 digits of your fixed line Tel. No. will be your Merchant Code) Mobile Phone No : Mobile Phone No :																																					
Email :	: _																	_																			
TERMINAL DETAILS																																					
Terminal ID:					L]							Sta	aff	Car	d 1	:[I								
SIM S/N.:		\Box			I														Sta	aff	Car	d 2	2: [I								
FEE AND CHARGES																																					
INTRODUCTORY PACKAGE West M'sia East M'sia Registration Fee = RM 400 RM 600 Deposit (Refundable Deposit for terminal and printer) = RM 600 RM 600																																					
Please issue cheque to Mobile Money International Sdn Bhd. For this amount Total: RM 1,000 RM 1,200 RM 1,200																																					
* Maintenance Fee of RM10 per month applies. (Inclusive of GPRS usage up to 5MB a month) Montly Fee is to be deducted from Merchant's MM Account at the beginning of every quarter This GPRS SIM Card is strictly for usage on MoneyPIN transaction at the location stipulated in this form. For any usage excessing 5MB per month, you are responsible for the additional charges billed by telco to this line.																																					
ACKNOWLEDGEMENT																																					
I hereby declare that all information furnished herein is true and complete to my knowledge. I also agree to be bound by the Merchant Agreement that is found in www.mobile-money.com. I further acknowledge and confirm that I have carefully read the provisions of the Agreement and have understood them and have not relied upon any statement, representation of waiver made by Mobile Money International Sdn. Bhd. other than that set out in the Agreement. I hereby irrevocably and unconditionally agree to observe, fulfill and comply withthe povisions of the Agreement and to the extend permitted by law, to disclose any additional information pertaining to the signee to Mobile Money International Sdn. Bhd. at its absolute discretion deems fit.																																					
A. H	-1		20.				-1-						_										_						_	\ - t						_	
Authorised signatory with company chop												Date																									
FOR MOBILE MONEY	OF	FFI	CE	: U	SE	E 0	N	LY																													
I) Merchant ID	:												C	Che	ecke	ed b	y	Na	ame	:									_		Da	ate	: <u>-</u>				_
II) Merchant Category Code	e :		_	_	_				_	_		,	F	Pro	ces	sed	by	Na	ame	:									_		Da	ate	: -				_
III) Merchant Code IV) Agent Phone No.	L	ᆜ	_	L	十	<u> </u>		<u> </u>	<u> </u> 	<u> </u>		<u> </u>	T	Яpp	orov	ed b]	•	Na gent	ame Nan												Da	ate	: <u>-</u>				_
, Agent Hone No.		_	_	_	<u>_</u>			Mor	nile.	Ma	nov	Inte	rr	atio	nel (24×		J (670																			_
Lot 23-24	4, 2	nd F	Floor	, IOI	Bu			Park	, 47	100	Pu	chor	ng,	Sel	ango	or, Ma	alay		Tel:	603		3 0	200	F	ax:	603	3-80	70 !	951	6			V2 -	- 26	Octo	ber 2	2009

This Merchant Agreement ("Agreement") governs the rights and obligations of Merchant signing the registration form ("Form") to which this Agreement is deemed to be attached.

signing the registration form ("Form") to which this Agreement is deemed to be attached.

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

"Business Day" means a day (other than a Saturday, Sunday or public holliday) on which
banks are open for business in Selangor Darul Ehsan and the principal place of business of
Merchant;

Merchant:

Commencement Date' means the date MM acknowledges receipt of his Form:

Commission' means the commission payable by MM to Merchant in accordance with the provision of this Agreement and based on the commission scale stipulated in the Manual or such other rates of commission as MM may determine from time to time or at any time during the Term;

Clustomer' means customers of MM who required the commission scale stipulated.

when other rates of commission as MM may determine from time to time or at any time during the Term;

"Customer" means customers of MM who request Merchant to perform the MM Transaction;

"Intellectual Property" means all the intellectual property, know-how, trade secrets, confidential information, methodology, processes, copyright, Trademark, service mark, design, patent rights and other intellectual or industrial property rights (whether registered or otherwise) which have been used or are being used or are entitle to be used by Mm 'Manual' means the Mobile Money MoneyPin Manual and such other updates, supplements, variations, amendments or modifications as MM may issue from time to time during the Term.

The commission of the manual of the commission of the property of the commission of the

variations, amendments or modifications as MM may issue from time to time during the Term;

"Merchant" means the party whose details are more particularly set out in the Form and includes its successors in title and assigns;

"MM" means MOBILE MONEY INTERNATIONAL SDN BHD. (COMPANY NO. 670766-W), a company incorporated under the laws of Malaysis and having its business address at Lot 22-22, 2nd Floor.) IO Business Park. 47100 Puchong, Setangor Dariu Ensain.

"All means the account means the account particularly by the Costoner with MM containing a prepaid in the containing a prepaid where the containing a proper with the containing a prepaid where the particular and the properties of the containing a prepaid where the containing a prepaid where the prepaid of the containing a prepaid where the prepaid of the prepaid of the prepaid and the prepaid of the particular and the particula

Customers:
"MM Website" means the website of MM, www.mobile-money.com that is accessible by Merchant;
"Merchant Account" means Merchant's account maintained with the bank or financial institution licensed under the Banking and Financial Institutions Act 1989 in Malaysia;
"Merchant Waller "means Merchant's account in the MM System in which Merchant's electronic money and Commission are stored;
"MoneyPin" means a combination of numbers issued by MM with the requisite electronic monetary value attached to that combination of numbers, forming the subject matter of each MM Tener electronic.

"MoneyPin" means a combination of numbers issued by MM with the requisite electronic monetary value attached to that combination of numbers, forming the subject matter of each MM Transaction." Parties' means collectively, MM and Merchart and "Party' shall mean any one of them; "SMS" means the short text message sent to and from mobile telephones which text comprises works or numbers or an alphanumeric combination in accordance with the prevailing standards prescribed by the GSM Association; "Term" means the period starting on the Commencement Date up to termination in accordance with this Agreement, "Term" means Malaysia, and "Fernitron" means Malaysia, and "Fernitron" means Malaysia, and Agreement; (and includes amendments, modifications and supplements heretor from time to time and any document which amends, modifies or supplements theretor from time to time and any document which amends, modifies or supplements the Agreement are any be notified by MM to the Merchant by any of the means of communication stated in Clause 14.2). **Interpretation** 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 (e) a reference to a party to a document includes that party's successors and permitted assigns.

(e) a reference to a party to a document includes that party's successors and permitted assigns;
(f) any part of speech or grammatical form of a word or phrase defined in this Agreement has a corresponding meaning;
(g) a warranty, representation, undertaking, indemnity, covenant or agreement on the part of two or more persons binds them jointly and severally;
(h) any reference to "writing" or cognate expressions includes a reference to telex, cable, facisimite transmission or comparable means of communications and includes such notice or communication given in accordance with Clause 14 hereof.
(i) reference to clauses, schedules, paragraphs, ammeurary or appendices are references to the reference to clauses, schedules, paragraphs, ammeurary or appendices are references to this Agreement;
(i) any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement shall be in writing;
(ii) words denoting an obligation on a party to do an act, matter or thing includes an obligation for proure that it be done and words placing a party under a restriction include an obligation not to permit an infringement of the restriction;
(i) the words "herefot", "herein", "hereinalter", "hereinbefore", "hereof", "hereof", "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular provision;

words of similar import shall refer to this Agreement as a whole and not to any particular provision;
(in) reference to a document shall include references to any sort of document whether paper or paperless and expressed, described or transcribed on any substance either with alphabets, figures, symbols and/or marks;
either party for the reason that that party was responsible for the disadvantage of either party for the reason that that party was responsible for the preparation of this Agreement or any part off.
(o) any reference to the provisions of any legislation made thereunder includes any statutory modification, amendment, revision, replacement or re-enactment thereof;
(o) any reference to a date or time is a reference to that date or time at Malaysia, and
(d) where the day on or by which anything is to be done is a Saturday or Sunday or a public holiday in the place in which that thing is to be done, then that thing shall be done on the next succeeding Business Day.

2. APPORTMENT OF MERCHAIT
2.1 At the request of Merchant, MM hereby agrees and appoints Merchant, on a nonexclusive basis, as an authorised merchant to carry out the MM Transactions. The term of
this Agreement shall commence on the Commencement Date and shall terminate in
accordance with the terms contained herein. A written endorsement by MM on this Form as
to the date of its receipt of this Form is final and conclusive.
2.2 MM shall review the performance of Merchant at such period as MM shall in its absolute
discretion decide. At such review, MM may, at its absolute discretion.
2.2.1 grant Merchant a further term of this Agreement until the next review upon the same
terms as provided in this Agreement or such other terms as MM may notify Merchant in
accordance with Clause 14.2.; or
2.2.2 terminate this Agreement thy giving prior written notice whereafter this Agreement shall
automatically terminate at the expiry of fourteen (14) days from the date of such written
notice.

2.3 As between Merchant and MM, MM is providing a payment processing service. MM shall not in any manner whatsoever be construed, at law or otherwise, to owe a fiduciary duty to the Merchant in respect of the payments made by the Customers through the MM System. 2.4 Merchant confirms and agrees that it shall observe and comply with the rules and regulations that MM may notify the Merchant by any of the means of communication stated in Clause 14.2 in relation to and in connection with the operation of the MM Transaction and the MM System.

3. REGISTRATION REQUIREMENTS
3.2 Upon execution of this Agreement, the Merchant shall comply and fulfil with all registration requirements as MM may in its absolute discretion determine.
3.3 Upon receipt of MM's notification on the successful registration of the Merchant as an authorised Merchant of MM, the Merchant may then commence to carry out the MM.

4.MERCHANT'S OBLIGATIONS
4.1 Subject to the provision of this Agreement, Merchant shall permit all Customers, without discrimination, to effect the MM Transactions. The Merchant shall display prominently, the brand name and logo of MM and all other marketing or publicity materials that may be provided by MM, on or about the premises or website of the Merchant, with and observe the applicable rules and procedures determined by MM which are in force at any time during the Term.
4.3 If the Merchant falls or refuses to observe and comply with such applicable rules and procedures pursuant to Clause 4.2, the Merchant shall not be entitled to claim against MM for payment of such purpored MM Transaction.

procedures pursuant to clause 4.2, the Merchant shall not be entired to claim against MM for payment of south purported MM Transaction.

5. MERCHANT'S COVENANTS

5.1 The Merchant hereby irrevocably and unconditionally agrees, covenants and undertakes with MM that the Merchant shall:

5.1.1 not use the MM System to promote and conduct any fraudulent, immoral, illegal activities or such activities that may infringe the intellectual property rights of third parties?

5.1.2 comply with and observe the procedures in connection with and in relation to the MM Transactions, as may be notified by MM from time to time during the Term, and Agreement in Its transactions with the Customers, covenants and undertakings in this Agreement in Its transactions with the Customers.

5.1.4 at all times to work diligently to protect and promote the interests of MM. In this respect, the Customers of the MM and all other marketing or publicity materials that may be provided by MM, on or about the premises or website of Merchant,

5.1.5 in respect of the MM Transactions performed by Merchant for the Customers, Merchant must expressly notify and inform the Customers that:

(a) MM excludes liability for.

(b) any moneys paid to Merchant by the Customers for the performance of the MM Transactions or administrative charges imposed by Merchant to MM.

(ii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transaction or administrative charges imposed by Merchant to MM.

(iii) any transactio

Office to use the Intellectual Property except directly in the course of the Activities; lynot to use the Intellectual Property or any derivation thereof in its trading or corporate

g)to compensate MM for any use by Merchant of the Intellectual Property otherwise than in accordance with this Agreement.

accordance with rins Agreement; h)to indemnify MM for any liability incurred to third parties for any use of the Intellectual Property otherwise that in accordance with this Agreement; and i)on the expiry or termination of this Agreement, forthwith to cease to use the Intellectual

off the expiry or reministers as a second control of the control o

in Merchant Wallet:
51.8 To obey and discharge all instructions, orders, directives and statements of MM as may
be issued from time to time in relation to the carrying out of Merchant's obligations and
responsibilities as et out in this Agreement and the Manual, and in the absence of any such
instructions, orders, directives or statements in relation to any particular martler, to act in such
manner as Merchant ought reasonably to have considered to be most beneficial to MM;
51.9 To prepare and submit such reports (including, without limitation, sales reports,
forecasts, projections and returns) as MM may require in respect of the execution of all work
for MM;

5.1.9 To prepare and submit such reports (thousand), and the execution of all work for MM.

5.1.10 To maintain accurate and separate records and accounts for all work carried out for MM pursuant to this Agreement, which shall be inspected by MM from time to time.

5.1.11 To permit MM to inspect and make copies of all things material to the performance of the standard of the preparation of the preparation of the discharge of Merchant's responsibilities and obligations under this Agreement.

5.1.12 To comply and ensure compliance with all applicable laws, legislation, regulations, rules, guidelines and directives (including, without limitation, the receipt of any relevant licences, consensis, approvals and permits) in respect of the carrying out and completion of all work done for MM.

5.1.13 To diligently register the Customers and to instruct and demonstrate to the Customers on the proper performance of the MM Transactions;

5.1.14 To access to the MM Vestale regularly to obtain the latest update and development of 5.1.15 Not to describe itself as the agent or representative of MM except as expressly authorised by this Agreement.

5.1.16 Not to pledge the credit of MM not to subject MM to any other financial liability without the express consent of MM.

the express consent of MM; 5.117 Not to assign, charge or otherwise deal with this Agreement in any way without the express prior written consent of MM; 5.118 Not to make any profit (direct or indirect) other than by means of the Commission, when carrying out Merchant's obligations and responsibilities as set out in this Agreement; 5.119 Not to make disparaging or defamatory remarks or comments, whether in writing or verbal, in respect of MM, the Activities or the Services; 5.120 Not to make disparaging that the Activities or the Services; 5.120 Not to make the services or to give any warranties other than those contained in any standard terms and conditions laid down by MM from time to lime.

warranties other than those contained in any standard terms and conditions laid down by MM from time to time; 5.1.21 Not to use or fee: disclose any information derived pursuant to this Agreement, including without limitation, the personal information of the Customers (or any of them) for any purposes other than as permitted under this Agreement: 5.1.22 Not use the MM System at premise other than address that is registered in Registration Form, unless prior approval to totalined from MM, and 5.1.23 To do serve and deliver the performance targets at by MM from time to time.

6. COMMISSION

After the due completion of each MM Transaction, MM shall credit into Merchant Wallet, the Commission that is due to Merchant. For the avoidance of doubt, the Commission stipulated in the Manual is applicable to the MM Transactions only, MM shall determine, at its absolute discretion, the quantum, type and nature of commission payable to Merchant in respect of such other applications or value-added services that may be developed and introduced by MM to Merchant to be promoted, marketed and sold at any time during the Term.

7. PROCEDURE IN CARRYING OUT MMTTRANSACTIONS
7.1 Merchant shall comply with and observe all procedures (including, without limitation, security procedures) as may be determined and notified by MM to the Merchant in relation to the carrying out of MM Transactions. If the Merchant fails or refuses to comply with and observe the procedures imposed by MM, MM shall not be liable or responsible for such attempted MM Transactions carried out by the Merchant.
7.2 For each MM Transaction in which the Customs MM Transaction benefit on which the Customs MM Transaction benefit on the MM transaction of the MM Transaction

8.1 Morh-Competition
8.1 Merchant shall not either directly or indirectly, be involved in competing with the business of MM, in particular, the MM System period of five (5) years after the termination of this Agreement; and

9. Non Discrosure
9.1 Merchant shall not
9.1.1 at any time during or after the Term divulge or allow to be divulged to any person any
confidential information relating to MM, the MM System, the MM Transactions or the
Customers other than to persons who have signed a confidentiality undertaking in the form
approved by MM.
9.1.2 permit any person to act or assist in the performance of this Agreement until such
person has signed such undertaking.

Description in as agreed such undertaking.

10. Superpassion
10. It at any time MM determines that 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 fMM, to provide or continue with the Services or the Activities under or pursuant to or in connection with this Agreement, or otherwise to give effect to its obligations under this Agreement, MM shall notify Merchant of the nature of the circumstances and:
(a) MM shall cancel that/those affected MM Transactions; and
(b) Merchant shall within seven (7) Business Days or within such shorter period which the (c) Merchant shall within seven (7) Business Days or within such shorter period which the clause of a land or the state of the service of the serv

it under this Agreement is reduced (except on account on tax on its overall the incurring, and/or an

11. Force Majeure, Reliability of Third Party Service Providers
11.1 MM shall not be liable to Merchant:
11.1 for any loss by Merchant caused by the failure of MM to observe the terms and conditions of this Agreement and on its part to be observed and performed where such failure is occasioned by any cause beyond its reasonable control including, but without limiting, the generality by its failure to supply or delay in supplying any of the products or for any other cause whatsoever, including war, insurrection, fire, flood, earthquake, stifkes, lock-refurbishment of the location, restriction or prohibitions or other action by any government or semi-government authorities or embargoes; and
11.1.2 for any delay in Merchant's receipt of the notification from MM and vice versa due to factors affecting the relevant service providers and other relevant parties. Merchant accepts that MM cannot guarantee the prompt delivery of such notification or confirmation.

factors affecting the relevant service provides and other relevant parties. Merchant accepts that MM cannot guarantee the prompt delivery of such notification or confirmation.

12. Rean NAD EFFECT OF TEXAMBATION.

12. Sugar NAD EFFECT OF TEXAMBATION.

13. Sugar NAD EFFECT OF TEXAMBATION.

14. Sugar NAD EFFECT OF TEXAMBATION.

14. Sugar NAD EFFECT OF TEXAMBATION.

15. Sugar NAD EFFECT OF TEXAMBATION.

16. Suga

ilquor; 12.1.8 After service by MM upon Merchant of two or more notices for a breach of the same covenants or conditions which on its part Merchant is to observe and perform by the terms of

this Agreement; or 12.1.9 Merchant is engaged in or suspected of engaging in fraudulent, illegal or immoral activities or Merchant is conducting or suspected of conducting fraudulent, illegal, immoral or infringing htird parties intellectual property, transactions through MM System. 12.2 On the expiry or termination of this Agreement for whatever reason Merchant undertakes as follows:

12.2.1 to return to MM all stationery used in connection with the promotion of MM

12.2.1 to return to MM all stationery used in connection with the promotion of MM Transactions;
12.2.2 to return the MM all samples and promotional and advertising material used in connection with the MM Transactions;
12.2.3 forthwith to cease to use the intellectual Property as it required by the Principal;
12.2.4 to return to MM all originals and copies of all documents and information in any form containing or covering in any way nay not of the Intellectual Property;
12.2.5 to return to MM all equipments and things that are used by Merchant in connection with and in relation to the carrying out of the MM Transactions, in accordance with the applicable policy of MM; and
12.2.6 forthwith to cease to carry out any MM Transactions.
12.3 Subject to due performance and compliance of Clause 12.2, upon termination of this Agreement in accordance with the terms contained herein, Merchant may request MM to remit the moneys (or part thereof) standing to the credit in Merchant Wallet to Merchant Account PROVIDED ALWAYS that there are no other sums due and outstanding from Merchant to MM.

13. MERCHAN'S UNDERTANNES

13. I Merchant represents and warrants to MM that at the time of execution of this Agreement and early many that the time of execution of the same and the same are within its corporate power, have been duly authorised by all necessary corporate action, do not contravene its memorandum and articles of association and do not violate any law or regulation or any judgement, order or decree of any governmental authority, or any contract or undertaking binding on or affecting It.;

13.1.2 if Merchant is a natural person, he has full power and authority to enter into this Agreement.

regulation or any judgement, order or decree of any governmental authority, or any contract or undertaking binding on or affectional it.;

13.1.2 if Merchant is a natural person, he has full power and authority to enter into this Agreement.

13.1.3 he with their respective terms:

13.1.4 if Merchant is a company or corporation, it is solvent and able to pay its debts was and when they fall due and no event has occurred and no circumstance exists which might result in it being deemed unable to pay its debts within the meaning of Section 218(2) of the Companies Act 1965 of Malaysia and no winding-up proceedings have been instituted and are subsisting or are threatened, pending or current against it nor has it commenced any action for its voluntary winding-up;

13.1.5 if Merchant is a natural person, he is solvent and able to pay his/their debts as and when they fall due and has not committed any act of bankruptcy and no bankruptcy petition has been presented against or is subsisting, threatened or pending against him nor has any bankruptcy notice been served on him.

13.1.6 all acts, conditions, things, approvals, consents, authorisations and licences required (a) Merchant to lawfully enter into, exercise its rights under and the obligations expressed to be assumed by Merchant in this Agreement are legal, valid, binding and enforceable, have been done, fulfilled, performed or obtained;

13.1.7 Merchant is not in default under any agreement to which it is a party or by which it is bound and no litigation, arbitration or administrative proceedings, as the case may be, might materially affect the ability of Merchant to enter into and/or to perform pending or threatened which default, tilgation, arbitration or administrative proceedings, service as made therein in the light of the circumstances under which they are made, misteading, and are made on reasonable grounds after due and careful inquiry an

14. Notices
14.1 All notices and documents required to be given by Merchant under this Agreement to MM shall be sent to MM by way of ordinary post or registered post to the following address (or such other address as MM may notify at any time or from time to time): Lot 23-24, 2% Floor, 101 Business Park, 47100 Puchong, Selangor Darul Ehsan. Any notice or document sent by Merchant to MM shall be deemed served when such notice or document is received by MM.
14.2 All notices and documents required to be given by MM under this Agreement to Merchant shall be sent to Merchant by any one of the following methods:
14.2.1 ordinary or registered post to Merchant's last known address according to MM's records;

records, 14.2.2 by facsimile to Merchant's last known facsimile number according to MM's records; 14.2.3 electronic mail to Merchant's last known electronic mail address according to MM's

14.2.3 electronic mall to Merchant's usis known execution.

14.2.4 posting the notice or communication on MM Website;

14.2.5 notices placed with or in any of MM's written communications to Merchant;

14.2.6 tolesphone call to Merchant's last known telephone number according to MM's records;

14.2.7 notices placed through any media; or

14.2 notices placed through any media; or

14.3 notices placed through any media; or

14.3 notices or document or communication given by MM to Merchant shall be deemed to

be served and received by Merchant:

14.3.1 if sent by ordinary or registered post, within three (3) days of posting; or

14.3.2 if sent by other methods stated in Clauses 14.2.2 to 14.2.8, the Business Day

following the sending of such notice or document.

15. WAMER AND SEVERANCE
15.1 Any failure by MM 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. 15.2 in the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voldable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as awould achieve the intention of the Party or at the discretion of MM it may be severed from this Agreement and the remaining is to defeat the original intention of the parties in which event MM shall be entitled to terminate this Agreement.

16 Acknowledgement Of Merchant
16: Merchant acknowledges that prior to having executed this Agreement it has carefully
read the provisions of this Agreement and the Manual and has understood them and has not
relied upon any statement, representation or waiver made by MM or its servants, agents
other than as set out herein. Merchant further acknowledges that the provisions of the
Manual form an integral part of this Agreement.

17. ENTIRE AGREEMENT
17. 1This Agreement supersedes any prior agreement between the Parties whether written
or oral and any such prior agreement is cancelled as at the Commencement Date but without
prejudice to any rights which have been accrued to any of the Parties. 18. GOVERNING LAW AND JURISDICTION
18.1 This Agreement shall be governed by Malaysian law in every particular including formation and interpretation. Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Malaysia.

19. TIME OF THE ESSENCE
19. Time shall be of the essence wherever mentioned in this Agreement.

20.1 Warshanton
20.1 Merchant acknowledges and agrees that:
20.1 Merchant acknowledges and agrees that:
20.1 Mins Agreement may be modified, added to, deleted or varied by MM by way of posting on MM Website or in any such other manner as MM may in its absolute discretion determine.
20.1.2 Merchant shall access MM Website at regular intervals of time to view this Agreement and to ensure that Merchant is kept up-to-date with any changes or variations to this

and to ensure that metroan is rept by to be a man and 20.1.3 Merchant agrees that continued performance of the MM Transactions shall confirm the continued performance of the MM Transactions shall confirm the continued performance of the MM Transactions shall confirm the confirmation of the confirmation of

21.COSTAND EXPENSES
21.1 Merchant shall bear the stamp duly payable in respect of this Agreement. Each Party
shall bear its own solicitors' costs and expenses in respect of the preparation and execution
of this Agreement and all ancillary documents. 22. FURTHER ASSURANCES
22.1 Each party must do all things necessary (including, but not limited to, executing all documents) to give effect to this Agreement.

23. ASSIGNMENT
23.1 Merchant may not assign its rights under this Agreement without the prior written
consent of MM. MM shall be entitled to assign its rights under this Agreement to any of its
related corporation without the prior written consent of Merchant. For the purposes of this
Agreement, "fasted corporation" shall have the meaning ascribed thereto in the Companies
Act, 1905 of Malaysia

24. BINDING EFFECT 24.1This Agreement shall be binding on the heirs, personal and legal representatives, estate, successors-in-tille and permitted assigns (where applicable) of the Parties.

25 No PARTICESHIP
25 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.