

THIS AGREEMENT is dated _____ of _____, _____

BETWEEN:

CYBOSS GLOBALINK SDN. BHD. (838661-H)

AND

AS

CyBoss Co-operative Merchant

THIS AGREEMENT is dated _____ of _____, _____

BETWEEN:

- (1) **CYBOSS GLOBALINK SDN. BHD.** (Company No: 838661H), a company incorporated and registered under the laws of Malaysia and having its business address at No. 18, Jalan Badik 20, Taman Putri Wangsa, 81800 Ulu Tiram, Johor, Malaysia. (hereinafter referred to as the **CYBOSS**) of the one part;

AND

- (2) **THE PARTY** named and described in Section A of the Form (hereinafter referred to as the “Merchant”) of the other part.

WHEREAS

- (A) **CYBOSS** develops, provides and manages the MOS and IMCBPS System (as defined herein)
- (B) At the request of the Merchant, **CYBOSS** agrees to appoint the Merchant as the authorized merchant to carry out the MOS and IMCBPS Transaction upon the terms and subject to the condition of this Agreement.
- (C) Merchant appointed as Alliance Merchant OR Co-operative Merchant, **CYBOSS** agrees to authorize the Merchant to sell their products or services on www.buynpay2u website and Merchant’s shop. A management portal is provided to operate their business on line with **CYBOSS**.

NOW, THEREFORE in consideration of these promises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, it is agreed as follows:

1. DEFINITIONS

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 Saturday, Sunday or public holiday) on which banks are open for business and principal place of business of the Merchant;

“Business Phone Number” means the fixed line telephone number from which the Merchant uses to communicate with **CYBOSS** in carrying out the MOS Transaction;

“Commencement Date” means the date when the first (1st) MOS Transaction is carried out;

“CyBoss Globalink” means **CYBOSS GLOBALINK SDN. BHD.** (Company No: 838661H)

Sdn. Bhd.”	A company incorporated and registered under the laws of Malaysia. A company of designed, provide and manage of MOS system and IMCBPS transaction gateway. Also a centralized MP Wallet system and account controller
“Member”	means the person duly registered with www.earnfromhome2u.com as Member of CYBOSS ;
“Form”	means the merchant application form duly completed by the Merchant and vetted by CYBOSS in order to be registered as a merchant under the MOS and IMCBPS System and to which this Agreement is annexed to;
“Merchant Code”	means the Merchant Code to be used by the Merchant when accessing www.buynpay2u.com website to transact, which may be charged by the Merchant with prior notification to CYBOSS ;
“Merchant Account”	means the Merchant’s account maintained with the Merchant Bank;
“Merchant Bank”	means the bank or financial institution licensed under the Banking and Financial Institution Act 1989 in Malaysia where the Merchant Account is held and maintained;
“MP Wallet”	means the Merchant’s MP wallet account for MOS and IMCBPS System in which the Merchant’s electronic money is stored;
“CyBoss Website”	means the website of CYBOSS , www.buynpay2u.com that is accessible for the Merchants, Affiliate Partners, Members and the Customer;
“MOS System”	means the mobile based Mobility Operation Services System using a prepaid model designed and developed by CyBoss Ecosystem Sdn. Bhd. (Company No. 802338H) facilitating the Order and MP Payment of the goods, products and services purchased by the Members from the Merchants through the member’s mobile and electronic transaction in www.buynpay2u.com ;
“IMCBPS System”	means the web-based Inter Merchant Contract Base of Profit Sharing System using a Processing Terminal designed and developed by CyBoss Ecosystem Sdn. Bhd. (Company No. 802338H) facilitating the collection of Reward Points from Merchants for the goods, products and services purchased by the Members from the Merchants;
“MOS Transaction”	mean Mobility Operation Services for any transaction involving the use of the MOS and IMCBPS System by the Members to purchase goods, products or services from the Merchant;
“Parties”	mean collectively, CYBOSS and the Merchant and “Party” shall mean any one of them;

- “Prepaid Account” means the account maintained in MP by the Members with **CYBOSS** containing a prepaid monetary value that the Members has paid to **CYBOSS** for the purpose of carrying out the MOS Transactions;
- “Registration Fee” means the fee stated in Clause 8 of this Agreement;
- “SMS” means the short text message sent to and from mobile phones 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 up to termination of this Agreement in accordance with Clause 22;
- “Transaction Fee” means 0.30MP for each MOS and IMCBPS Transaction management charges to Member of or such other rate as may be fixed by **CYBOSS** from time to time and notified to Member by any means of communication stated in Clause 9;
- “This Agreement” means this Agreement (and includes amendments, modification and supplements hereto from time to time and any document which amends, modifies or supplements this Agreement as may be notified by **CYBOSS** to the Merchant by any of the means of communication stated in Clause 22) ; and
- “Trustee Bank” means the bank where **CYBOSS** has deposited the prepaid monies remitted by the Members for the purposes of the Prepaid Account.

2. INTERPRETATION

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 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, facsimile transmission or comparable means of communications and includes such notice or communication given in accordance with Clause 19 hereof;
- (i) reference to clauses, schedules, paragraphs, annexure or appendices are references to the clauses or schedules in or paragraphs, annexure or appendices to this Agreement;
- (j) any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement shall be in writing;
- (k) words denoting an obligation on a party to do an act, matter or thing includes an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit an infringement of the restriction;
- (l) the words “hereto” “herein” “hereinafter” “hereinbefore” “hereof”, “hereunder” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision;
- (m) 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;
- (n) no rule for the construction or interpretation of contracts shall apply to the disadvantage of either party for the reason that party was responsible for the preparation of this Agreement or any part of it;
- (o) any reference to the provisions of any legislation made thereunder includes any statutory modification, amendment, revision, replacement or reenactment thereof;
- (p) any reference to a date or time is a reference to that date or time at Malaysia;
- (q) 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.

3. APPOINTMENT OF MERCHANT

3.1 Appointment

At the request of the Merchant, any Merchant can apply on line in www.earnfromhome2u.com website where **CYBOSS** hereby agrees to appoint the Merchant and the Merchant hereby accepts the appointment as authorized merchant of **CYBOSS** to carry out the MOS and IMCBPS Transaction and the use of www.buynpay2u.com as a merchant to sell or resell their products or services to **CYBOSS**'s Customers and Members..

3.1 Term

The appointment hereby made shall be for the Term.

3.2 Rules and regulations

The Merchant confirm and agrees that it shall observe and comply with the rules and regulations that **CYBOSS** may notify the Merchant by any of the means of communication stated in Clause 6 in relation to and in connection with the operation of the MOS and IMCBPS Transaction and System.

4 REGISTRATION REQUIREMENTS

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

- 4.1.1 where the Merchant is a company or corporation, certificate or incorporation number;
- 4.1.2 where the Merchant is a sole proprietor or partnership, the business registration certificate number;
- 4.1.3 where the Merchant is an individual, the identity card of the Merchant;
- 4.1.4 the personal information and copies of the identity cards of the persons in the Merchant authorized to issue instruction to **CYBOSS** under the MOS and IMCBPS System;
- 4.1.5 all information pertaining to the Merchant Account, the Merchant Bank and the Business Telephone Number; and
- 4.1.6 any other information or documents as **CYBOSS** may require to facilitate the registration of the Merchant as an authorized merchant of **CYBOSS**.

5 MERCHANT'S OBLIGATIONS

- 5.1 Subject to the provisions of this Agreement, the Merchant shall permit all Members, without discrimination, to affect the MOS and IMCBPS Transaction without prior payment in cash or by cheques. The Merchant shall display prominently, the brand name and logo of **CYBOSS** and all other marketing or publicity materials that may be provided by **CYBOSS**, on or about the premises or website of the Merchant.
- 5.2 The manufacturing and main agency Merchants are appointed as **CYBOSS**'s Alliance Merchant who are permitted to list any kind of LEGAL AND APPROVED products by the Malaysian Laws sales online in **CYBOSS** website globally with the charge of 20MP each. Merchants may write to apply to exchange any product with the existing product on sales in **CYBOSS** website from time to time before getting the approval from the Administrative Officer of **CYBOSS**. And each exchanged item of product will be charged 20MP upon approval by the Administrative Officer.
- 5.3 The Merchants who own a shop are appointed as **CYBOSS** 's Co-operative Merchant are listed by type of business, by region and by country. Merchants can list any kind of LEGAL

AND APPROVED by the Malaysian Laws product sales in their existing shop and unlimited items sell to walk in **CYBOSS** Members who can earn loyalty rewards from the Merchants.

- 5.4 The Merchants can sell their products or services online in www.buynpay2u.com to offer Loyalty Point (LP), Discount Point (DP) and Reward Value (RV) Points to Members. Terms and Conditions will be applied when Merchants are agreed to list their products or services sales online in the above mentioned market place.
- 5.5 The Merchant shall immediately notify **CYBOSS** of any of the following:
 - 5.5.1 change of the Mobile Phone and Business Telephone Number; or
 - 5.5.2 the MyShop Login Password being obtained by unauthorized persons. In this respect, the Merchant shall immediately change the MyShop Login Password in the www.buynpay2u.com website and notify **CYBOSS** of the change.
- 5.6 The Merchant shall ensure that the Internet Password is not disclosed to any unauthorized persons at all times during the Terms.
- 5.7 Subject to Clause 6, **CYBOSS** shall carry out all MOS and IMCBPS Transaction, issued or purportedly issued by the Merchant through the www.buynpay2u.com website or the Mobile Phone Number in accordance with the terms of this Agreement.
- 5.8 The Merchant shall resolve directly with the Members, any claims or complaints made by the Members in respect of any purchase of goods, products or services made by way of MOS Transaction and the Merchant shall have no right of recourse against **CYBOSS** in the event the Members disputes the underlying contract of sale for such MOS Transaction for any reasons whatsoever, including, without limitation, the quality, overcharging or late delivery, of that goods, products or services.
- 5.9 The Merchant shall not overcharge the Members in any manner whatsoever in respect of the purchase of goods, products or services. The Merchant must refund the monies overcharged to the Customer. If the Merchant request **CYBOSS** to affect such refund of monies, **CYBOSS** shall be entitled to charge a fee of 5% to the total sum of purchase amount, at such rate as **CYBOSS** shall in its absolute discretion determine at any time during the Term, for affecting such refunds.
- 5.10 The Merchant should maintain the minimum of 100MP in the MP wallet ready to transfer the rewards to Members any time. **CYBOSS** will inform twice to the Merchant through email and SMS to TOP UP the MP when the amount is less than 100MP. If Merchant fail to transfer the Reward Points to Members during the purchasing of their product, **CYBOSS** will warn the Merchant **TWICE ONLY** and when the Merchants failed again for the third times within this Agreement period of one year from the commencing date before termination in Clause 17 of this Agreement. The termination of this Agreement will automatically taking effect, the Merchant's account will be discharged from **CYBOSS** website to sell anything to **CYBOSS**'s Members

6 PROCEDURE IN CARRYING OUT MOS TRANSACTION

6.1 Procedures

- 6.1.1 Upon CYBOSS's receipt of a request from the Members ("Member Request") by way of SMS or such other form of notification as **CYBOSS** shall in its absolute discretion determine, requesting the purchase of a goods, products or services sold or provided by the Merchant, **CYBOSS** shall direct such "Member Request" to the Merchant;
- 6.1.2 Upon the Merchant's receipt of the "Member Request", the Merchant shall notify **CYBOSS**, through the Business Telephone Number or the www.buynpay2u.com website, of the purchase price of such goods, products or services ("Purchase Price"); and the ("Rewards Price").
- 6.1.3 Upon CYBOSS's receipt of the Merchant's notification stated in Clause 5, **CYBOSS** shall proceed to deduct the "Rewards Price" from the Merchant's Prepaid Account. If there are insufficient funds, the Merchant shall not be entitled to claim against **CYBOSS** for the "Purchase Price" of such goods, products or services; and
- 6.1.4 If **CYBOSS** notify the Members that the "Purchase Price" has been deducted from the Members' Prepaid Account, the Merchant shall proceed to complete the MOS Transaction by delivering the goods, products or services to the Member's self collection directly or through courier services.
- 6.1.5 The Merchant irrevocably and unconditionally agrees and confirms that:
- 6.1.6 **CYBOSS** shall have the absolute discretion to modify or vary the transaction procedures as set out in Clauses 5 or add, introduce and implement new transaction procedures to the Merchant.
- 6.1.7 **CYBOSS** shall have the absolute discretion to require the Merchant to take additional measures to authenticate CYBOSS's payment notification at any time during the Term; and
- 6.1.8 Any modification, variation or addition as stated in Clauses 5 shall be deemed introduced or implemented to the Merchant when published on the **CYBOSS** Website.

7 PAYMENT TO MERCHANT

- 7.1 Subject to Clauses 6 and 9, **CYBOSS** shall credit the Merchant MP Wallet (after deducting the Transaction Fee) the value of each completed MOS Transaction on "T"
 - (a) "Merchant Transaction Day" mean the period from **10.01am to 3.00pm** of the same "Business Day" from **CYBOSS** Merchant's MP wallet convert to cash to Merchant's local Bank Account; and
 - (b) "T" means **3.00pm** at the end of the Merchant Transaction Time ("T") of the "Business Day".
- 7.2 The Merchant may request **CYBOSS** to remit the moneys (or part thereof) standing to the credit in the Merchant's MP Wallet to the Merchant's local Bank's Account. **CYBOSS** shall remit the payment within two (2) Business Days after CYBOSS's receipt of the notification, in such form as **CYBOSS** may require, from the Merchant.

7.3 Notwithstanding Clause 6.1, **CYBOSS** reserves the right to withhold payment if **CYBOSS** is of the opinion that there is dispute, fraud, irregularity or, suspicious circumstances surrounding any MOS Transaction. **CYBOSS** shall have the right to withhold payment until **CYBOSS** has examined and verified acceptable supporting documentation. The Merchant shall have no claim against **CYBOSS** for any interest, losses or damages, directly or indirectly arising out of or in connection with such payment withheld by **CYBOSS**.

7.4 In addition to and not in derogation of Clause 6, the Merchant agrees that **CYBOSS** shall not be held liable in any manner whatsoever for any delay in remitting the payment of the completed MOS Transaction if such delay is due to circumstances beyond the control of **CYBOSS**, including, without limitation, technical breakdown of the MOS System or withholding of payment by the Trustee Bank.

7.5 Alliance Merchant will receive the payment in MP after the product are delivered and received in good condition, correct product as seen in the website, signed to receive from the appointed Courier Services Company and marked in customer's account in **CYBOSS**'s website "Product Received" to inform **CYBOSS** the product are received within 7 days.

7.6 Co-operative Merchant receives payment directly from the customer Member of **CYBOSS** for every purchase they make. **CYBOSS** are not involved and responsibility for this payment process. **CYBOSS** only carry out the Rewards Transaction in LP and RV program through the application of Member Card and on line Processing Terminal to calculate their Rebate monthly.

8 REGISTRATION FEE

8.1 The Merchant shall pay to **CYBOSS**, the Registration Fee of 398MP to register as Affiliate Partner with its full Merchant Management Portal and FREE set up fee with IMCBPS processing terminal for the Co-operative Merchant. The Registration Fee of 698MP to set up the full Merchant Management Portal with 20MP for each item of product listed on sell for Alliance Merchant. Payment should be making immediately upon the registration and sign up of this Agreement as an authorized Merchant of **CYBOSS** in accordance with this Agreement.

9 TRANSACTION FEE

9.1 The Merchant irrevocably and unconditionally agrees and confirms that in consideration of **CYBOSS** facilitating the MOS Transaction under the MOS System, **CYBOSS** shall be entitled to impose the Transaction Fee of 1.5% on each MOS Transaction and deduct the same from the relevant purchase price debited from the relevant Prepaid Account in respect of each MOS Transaction, prior to the same being remitted to the Merchant.

9.2 Transaction fee of 0.30MP for each MOS Transaction management charges to Member of or such other rate as may be fixed by **CYBOSS** from time to time and notified to Member by communication through SMS;

10 DISPUTED MOS TRANSACTIONS

10.1 **CYBOSS** shall not be responsible and liable to:

- 10.1.1 the Members in any manner whatsoever for any goods, products or services purchased from the Merchant; and
- 10.1.2 the Merchant in the event a Member disputes a MOS Transaction.
- 10.2 Save for fraudulent MOS Transaction alleged by a Member, **CYBOSS** shall not be under any obligation or responsibility to investigate and disputes on the MOS Transactions between the Merchant and a Member.
- 10.3 All disputes on a MOS Transaction shall be resolved between the Merchant and the Members with no resource to the Trustee Bank.
- 10.4 If **CYBOSS** receives a notification from the Members in respect of an alleged fraudulent MOS Transaction before 3:00pm on the same day of that alleged fraudulent MOS Transaction, **CYBOSS** shall withhold the payment in respect of the MOS Transaction pending investigation of the alleged fraudulent MOS Transaction by **CYBOSS**. Any notification from the Members received by **CYBOSS** after 3.00pm shall be dealt with in accordance with this Clause 7 on the next Business Day. For the avoidance of doubt, the Members must notify **CYBOSS** of an alleged fraudulent MOS Transaction within twenty four (24) hours of its occurrence.
- 10.5 Within seven (7) days (or such other duration as **CYBOSS** may determine from time to time or at any time during the Term) from the Customer's notification of an alleged fraudulent MOS Transaction to **CYBOSS**, the Members shall furnish **CYBOSS** with All requisite supporting documents and information in relation to and in connection with the alleged fraudulent MOS Transaction and complete such other forms and documents as **CYBOSS** may require.
- 10.6 If the Members fails or refuses to comply with Clause 7, **CYBOSS** shall proceed to release to the Merchant the payment withheld in respect of that alleged fraudulent MOS Transaction at the expiry of the seven (7) day period stated in Clause 7 or such other duration as **CYBOSS** may determine from time to time or at any during the Term.
- 10.7 **CYBOSS** shall investigate the alleged fraudulent MOS Transaction, including obtaining the written representation from the Merchant.
- 10.8 **CYBOSS** shall notify the Members and the Merchant of the outcome of such investigation within thirty (30) days (or such other duration as **CYBOSS** may determine from time to time or at any time during the Term) from **CYBOSS**'s receipt of all the documents and information stated in Clause 7.
- 10.9 The decision made by **CYBOSS** pursuant to the investigation shall be final, binding and conclusive, save for manifest errors.
- 10.10 Where the outcome of the investigation by **CYBOSS**:

10.10.1 Shows that such MOS Transaction is fraudulent, **CYBOSS** shall refund to the Customer the amount of the MOS Transaction by crediting such amount into that Customer's Prepaid Account; or

10.10.2 Shows that such MOS Transaction is not fraudulent, the Customer shall be notified accordingly.

10.11 If, pursuant to the outcome of the investigation by **CYBOSS**, **CYBOSS** is required to make a refund to the Customer, **CYBOSS** shall utilize such monies of the Merchant standing to a credit balance with **CYBOSS** to make good such refund, failing which, **CYBOSS** shall advance the refund on behalf of the Merchant and such advances shall be a debt due and owing by the Merchant to **CYBOSS**.

10.12 In the event of any dispute with the Customers, the Merchant shall release from **CYBOSS**, 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.

11 INDEMNITY

11.1 The Merchant hereby indemnifies and shall keep **CYBOSS** 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 **CYBOSS**, its employees or servants may suffer 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:

11.1.1 any act, neglect or default of the Merchant or its agents, employees, licensees or customers;

11.1.2 any event of fraud committed by the Merchant or its agents, employees or licensees;
or

11.1.3 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 MOS Transactions.

12 CONFIDENTIALITY

12.1 The Merchant shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to **CYBOSS**, the MOS System, the MOS and IMCBPS Transactions or the terms of this Agreement other than to persons who have signed a confidentiality undertaking in the form approved by **CYBOSS**.

12.2 Subject to Clause 12, **CYBOSS** shall not disclose or allow access to, the Merchant's personal information or the Merchant's customers, to third parties without the Merchant's prior written consent.

12.3 The Merchant shall not directly or indirectly, by any means whatsoever, obtain or attempt to obtain information of Customers of other Merchants.

12.4 If **CYBOSS**, in its absolute opinion, believe or suspect that the Merchant has breached the provisions in this Clause 11 (or any of them), **CYBOSS** shall be entitled to terminate this Agreement pursuant to Clause 17.

12.5 **CYBOSS** shall take reasonable measures to safeguard all information stored in the MOS and IMCBPS System.

13 MERCHANT AND MEMBER'S COVENANTS, WARRANTIES AND UNDERTAKINGS

13.1 The Merchant hereby irrevocably and unconditionally covenants, warrants and undertakes:

13.1.1 if the Merchant is a company or corporation, it is a company or corporation duly incorporated and validly existing under the laws of Malaysia and has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement are within its corporate power, have been duly authorized by all necessary corporate action, do not contravene its memorandum and articles of association and do not violate any law or regulation or any judgment, order or decree of any governmental authority, or any contract or undertaking binding on or affecting it;

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

13.1.3 this Agreement constitutes the legal, valid and binding obligations of the Merchant in accordance with their respective terms;

13.1.4 if the Merchant is a company or corporation, it is solvent and able to pay its debts as 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 the 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 or has any bankruptcy notice been served on him.

13.1.6 all acts, condition, things, approvals, consents, authorizations and licenses required to be done, fulfilled, performed or obtained in order for:

(i) the Merchant to lawfully enter into, exercise its rights under and the obligations expressed to be assumed by it in this Agreement; and

(ii) the obligations expressed to be assumed by the Merchant in this Agreement are legal, valid, binding and enforceable, have been done, fulfilled, performed or obtained;

13.1.7 the 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 are presently current or pending or threatened which default, litigation, arbitration or administrative

proceedings, as the case may be, might materially affect or administrative proceedings, as the case may be, might materially affect the ability of the Merchant to enter into and/or to perform its obligations under this Agreement;

- 13.1.8 all information furnished by the Merchant in connection with this Agreement, does not contain any untrue statement or omit to state any fact the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and are made on reasonable grounds after due and careful inquiry and the Merchant is not aware of any material facts or circumstances that have not been disclosed to **CYBOSS** which might, if disclosed, adversely affect the decision of a person considering whether or not to enter into this Agreement; and
- 13.1.9 There is no violation or contravention of any laws, directives, court orders, judgments arbitration awards and the like have been committed by the Merchant.
- 12.1.10 to observe the guidelines, procedures of MOS and IMCBPS Transactions as set out in this Agreement or such other updates as provided by **CYBOSS** from time to time during the subsistence of this Agreement.
- 13.1.10 Upon request by **CYBOSS**, to furnish originals of bills or other supporting documents in relation to or in connection with the MOS and IMCBPS Transactions;
- 13.1.11 to notify **CYBOSS** 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;
- 13.1.12 at all times, to promote and recommend customers of the Merchant to purchase goods, products or services using the MOS and IMCBPS System;
- 13.1.13 not to levy surcharge on the Members resulting in the Customers reimbursing (directly or indirectly) the Merchant for the Transaction Fee;
- 13.1.14 not to provide or disclose any information in relation to or in connection with the MOS and IMCBPS Transactions to any unauthorized third party;
- 13.1.15 Not to gain or attempt to gain, directly or indirectly unauthorized access to the MOS and IMCBPS System for, inter alia, the purpose of obtaining the customers information of other merchants of **CYBOSS**.
- 13.1.16 Not to use the MOS and IMCBPS System to conduct any fraudulent, immoral or illegal activities or such activities that may infringe the intellectual property rights of third parties;
- 13.1.17 not to use the information of the Customers, including, without limitation, the mobile telephone number of the Customers, for any purposes or reasons other than to obtain the **CYBOSS**'s confirmation to carry out the MOS and IMCBPS Transaction;
- 13.1.18 not to use any intellectual property belonging to **CYBOSS**, including, without limitation, trademarks, trade names or patents, whether registered or not, without the

prior written consent of **CYBOSS** other than such usage permitted under this Agreement ; and

13.1.19 That the Merchant shall not at any time represent to any third party as an Agent of **CYBOSS**.

13.2 If, in the sole and absolute opinion of **CYBOSS**, the Merchant has breached its obligations, warranty, undertaking or covenant as stipulated in this Agreement, **CYBOSS** shall be entitled to suspend the Merchant from carrying any further MOS and IMCBPS Transaction or terminate this Agreement in accordance with the provisions of this Agreement.

14 DISCLOSURE OF INFORMATION

14.1 **CYBOSS** shall be entitled and the Merchant irrevocably and unconditionally consent and authorizes **CYBOSS** to the extent permitted by law, to disclose or release any information pertaining to the Merchant or the Merchant's transaction through MOS and IMCBPS System to such extent that **CYBOSS** may at its absolute discretion deem fit to:

14.1.1 the Merchant Bank;

14.1.2 such other persons as **CYBOSS** may be required to disclose under the applicable law;

14.1.3 such other persons or entity pursuant to any governmental directive or order of the court; or

14.1.4 any other party whomsoever as **CYBOSS** may at its absolute discretion deems fit.

15 LIMITATION ON LIABILITY

15.1 The Merchant agrees and confirm that it shall not hold **CYBOSS**, its employees, agents or licensees, liable for any special, incidental or consequential damages arising out of and in relation to the **CYBOSS** Transaction or this Agreement.

15.2 If at any event, **CYBOSS**, its employees, agents or licensees are found liable to the merchant, such liability is limited to the actual amount of direct damages.

16 RELIABILITY OF SMS AND INTERNET

16.1 The Merchant is aware that all transactions conducted by way of the MOS and IMCBPS System are through notification and confirmation sent by SMS to the MOS System or through the internet.

16.2 The Merchant is fully aware that the Merchant's receipt of the notification from **CYBOSS** and vice versa may be delayed or prevented by factors affecting the relevant service providers and other relevant parties. The Merchant accepts that **CYBOSS** cannot guarantee the prompt delivery of such notification or confirmation.

The Merchant acknowledges and confirms that the Merchant shall take all steps and measures to check and verify the transaction history of the Merchant on the www.buynpay2u.com

website.

17 RIGHT OF TERMINATION

17.1 Termination due to the default of the Merchant and Member.

- 17.1.1 Upon the happening of any of the events set out below **CYBOSS** may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy **CYBOSS** 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, warranties, undertakings 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, make any arrangements with or assignment for the benefit of its creditors or become 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 Company Act 1965 or any other legislation in substitution therefore.
 - (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 **CYBOSS** 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 **CYBOSS** 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, transactions through MOS System.

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

18 SUSPENSION

- 18.1 **CYBOSS** 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 **CYBOSS** to give effect to its obligations under this Agreement.

19 NOTICES

- 19.1 All notices and documents required to be given by the Merchant under the Agreement to **CYBOSS** shall be sent to **CYBOSS** by way of ordinary post or registered post to the following address (or such other address as **CYBOSS** may notify at any time or from time to time):

CYBOSS GLOBALINK SDN. BHD. (Company No: 838661H)
No. 18, Jalan Badik 20, Taman Putri Wangsa
81800 Ulu Tiram, Johor, Malaysia.

Any notice or document sent by the Merchant to **CYBOSS** shall be deemed served when such notice or document is received by **CYBOSS**.

- 19.2 All notices and documents required to be given by **CYBOSS** under this Agreement to the Merchant shall be sent to the Merchant by any one of the following methods:
- 19.2.1 ordinary or registered post to the Merchant's last known address according to **CYBOSS**'s records;
- 19.2.2 by facsimile to the Merchant's last known facsimile number according to **CYBOSS**'s records;
- 19.2.3 electronic mail to the Merchant's last known electronic mail address according to **CYBOSS**'s record.
- 19.2.4 Posting the notice or communication on www.buynpay2u.com website;

- 19.2.5 Notice placed with or in any of **CYBOSS**'s written communication to the Merchant;
- 19.2.6 Telephone call to the Merchant's last known telephone number according to **CYBOSS**'s records;
- 19.2.7 Notices placed through any media; or
- 19.2.8 Any manner of notification as **CYBOSS** may at its absolute discretion determine.

19.3 Any notice or document or communication given by **CYBOSS** to the Merchant shall be deemed to be served and received by the Merchant:

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

19.3.2 if sent by email, the Business Day following the sending of such notice or document.

20 WAIVER AND SEVERANCE

20.1 Any failure by **CYBOSS** 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.

20.2 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 Parties shall amend that provision in such reasonable manner as would achieve the intention of the Parties or at the discretion of **CYBOSS** it may be severed from this Agreement and the remaining provisions remain in full force and effect unless **CYBOSS** decides that the effect of such severance is to defeat the original intention of the Parties in which event **CYBOSS** shall be entitled to terminate this Agreement.

21 ACKNOWLEDGEMENT OF MERCHANT AND MEMBER.

21.1 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 **CYBOSS** or its servants, agents other than as set out herein.

22 ENTIRE AGREEMENT

22.1 This Agreement is valid for one year from the date that Merchant had read to understand and signing up of this Agreement.

22.2 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 thereof in writing and signed by a proper and duly authorized representative of the Party to be bound thereby.

22.3 This 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.

23 DISCRETION

23.1 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 **CYBOSS** except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

24 GOVERNING LAW AND JURISDICTION

24.1 This Agreement shall be governed by Malaysia Law in every particular including formation and interpretation.

24.2 Any proceedings arising out of or in connection with this Agreement may only be brought in a court of competent jurisdiction in Malaysia.

25 TIME OF THE ESSENCE

25.1 Time shall be of the essence wherever mentioned in this Agreement.

26 VARIATION

26.1 This Agreement may be modified, added to, deleted or varied by **CYBOSS** by way of posting on www.buynpay2u.com website or in any such other manner as **CYBOSS** may in its absolute discretion determine.

26.2 The Merchant shall access **CYBOSS** 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.

26.3 The Merchant agrees that continued performance of MOS and IMCBPS Transaction shall constitute the Merchant's acceptance of this Agreement (as modified and varied from time to time).

27 COST AND EXPENSES

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

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

28 FURTHER ASSURANCES

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

29 ASSIGNMENT

29.1 The Merchant may not assign its rights under this Agreement without the prior written consent of **CYBOSS**.

29.2 **CYBOSS** 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.

30 COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts:-

30.1.1 all of which, taken together, shall constitute one and the same instrument; and

30.1.2 the execution by a Party of any of which shall constitute execution by that Party of all such counterparts.

31 BINDING EFFECT

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

32 RIGHTS CUMULATIVE WAIVERS

32.1 The rights of each Party under this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under any applicable law.

33 NO PARTNERSHIP

33.1 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.

IN WITNESS WHEREOF the Parties hereto has hereunto executed this Agreement as follows:

Signed for and on behalf)
of **CYBOSS GLOBALINK SDN. BHD.**)
(Company No: 883661H)
In the presence of)

Signatory

Name :

Title :

NRIC :

Witness

Name :

Title :

NRIC

Signed for and on behalf)
of _____)
In the presence of)

Signatory

Name :

Title :

NRIC :

Witness

Name :

Title :

NRIC