



Newvoice2u Sdn Bhd (472791-V)

2nd Floor, Wisma Amanah Raya,
No 2, Jalan Ampang,
50450, Kuala Lumpur.

Tel : 603-20263800

Fax : 603-20263700

e-mail : cs@smartcall.net.my

Website : www.smartcall.net.my

LETTER OF APPOINTMENT

It is hereby confirmed that, (Company / Full name) _____ ,

and (Business Registration No. / IC No. _____, Address _____

_____ is appointed as
a Reseller of Newvoice2u Sdn Bhd residing at 2nd. Floor, Standard Chartered Bank Building
Berhad, No. 2, Jalan Ampang, 50450 Kuala Lumpur.

Appointment will effect from ____ / ____ / 2007.

Reseller Term and Conditions are as follows :-

1.0 Reseller's Obligation

1.1 The Reseller agrees with the Newvoice2u Sdn Bhd throughout the term of this Letter of Appointment:-

- 1.1.1 not without the previous consent in writing of the Principal, to be concerned or interested either directly or indirectly in the marketing of the products or services which are similar to or competitive with the Services;
- 1.1.2 not to describe itself as Reseller or representative of the Newvoice2u Sdn Bhd except as expressly authorised by this Letter of Appointment;
- 1.1.3 not to make any representations to customers or to give any warranties other than those contained in any standard terms and conditions laid down by the Newvoice2u Sdn Bhd and the Telco from time to time;
- 1.1.4 to obey the Principal's orders and instructions in relation to the conduct of the Business;
- 1.1.5 to purchase necessary marketing tools and material from Newvoice2u Sdn Bhd such as brochures, name card, registration form and etc.

- 1.1.6 to attend Newvoice2u Sdn Bhd compulsory training & briefing regarding product knowledge to avoid wrong representation to the customer. To comply in the conduct of the Business with all policies, procedures, manuals and any instructions from the Telco and all applicable laws, by-laws and requirements of any governmental or regulatory authority applicable to the Business;
- 1.1.7 to supply to the Newvoice2u Sdn Bhd information which may come into its possession which may assist the Newvoice2u Sdn Bhd to effect sales or other dealings for the Business or in the services;
- 1.1.8 shall from time to time, upon written request from the Principal, supply all reports and other information relating to the sale of the Services;
- 1.1.9 be responsible for ensuring that the Registration Forms are duly completed, correct and supported by the following documents:
 - 1.1.9.1 a copy of the Customer's most recent application service provider bills for up to three (3) months; and
 - 1.1.9.2 any other supporting documentation required for the subscription of the services by the Customer;
- 1.1.10 be responsible for handling pre-sales enquiries and assistance on documentation requirement;
- 1.1.11 be responsible to remove auto-dialing devices or programming pre-set at the customer telephone system when Smart Call system is activated.
- 1.1.12 To solicits payment from customer and render a continuous service to the customer during period of contract agreement.
- 1.1.13 If Newvoice2u Sdn Bhd has to remove the devices and solicit payment for BP, Newvoice2u Sdn Bhd shall charge the incurring cost to the BP.
- 1.1.14 to achieve a minimum of RM5,000 Personal Sales value within 60 days from the date of this Letter of Appointment
- 1.1.15 to recruit a minimum of 3 Reseller within 60 days from the date of this Letter of Appointment
- 1.1.16 to pay RM100 upon registration of Reseller

2 Term and Termination

- 2.1 **Term.** This Letter of Appointment shall become effective on the Commencement Date and shall continue in full force and effect for six months (6) months from the Commencement Date, unless earlier terminated in accordance with this Letter of Appointment. Thereafter, this Letter of Appointment shall automatically renew for subsequent one year periods, unless either party advises the other of its intention to terminate this Appointment not less than sixty (60) days prior to the then current term.
- 2.2 **Termination.** This Letter of Appointment shall come into force on the Commencement Date and shall be valid for the term thereof unless terminated by either party as stated hereunder:

- 2.3 if either party fails to comply with any of the terms and conditions of this Letter of Appointment and such failure, if capable of remedy, is not remedied within thirty (30) days of receipt of a written notice of such failure from the other party;
- 2.4 if the Reseller goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Reseller makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Reseller or any similar occurrence in any jurisdiction affects the Reseller;
- 2.5 if the Reseller engages in any conduct prejudicial to the Business or the marketing of the Services generally;
- 2.6 if any material change occurs in the management or control of the Reseller or the Business;
- 2.7 the Distribution Letter of Appointment is terminated for any reason whatsoever; or
- 2.8 if either party shall give not less than ninety (90) days notice of its intention to terminate this Letter of Appointment.

3 Commission

- 3.1 The commission payable to the Reseller shall be based on the Agreed Commission Rate of the fees successfully collected from Customers who have subscribed to the Services as a result of the Reseller's action subject to the adjustment set out in Table 1 of Schedule 2 ("Commission"). Commission payable is calculated only on the net usage amount and not inclusive of 5% service tax to government.
- 3.2 The Newvoice2u Sdn Bhd shall pay the Reseller the Commission no later than twenty-one (21) days from the last day of the month in which the Newvoice2u Sdn Bhd has received from the Telco its own commission under the Distribution Letter of Appointment ("the Payment Date") and in the event that the Payment Date shall fall on the weekend and/or public holiday, the payment date shall be on the next business day.
- 3.3 The Commission payable is to be paid gross by the Newvoice2u Sdn Bhd and all withholding taxes, levies or other deductions of any kind which may be made from the Commission or required to be paid by either party in respect of such Commission shall be deducted from the Commission and be for the account of the Reseller.
- 3.4 In the event of an over-payment of the Commission by the Principal, the Newvoice2u Sdn Bhd shall be entitled to deduct the difference from the next payment due to the Reseller or in the event the Letter of Appointment has expired or terminated pursuant to Clause 2.2, the Newvoice2u Sdn Bhd shall be entitled to seek a full refund of the over paid Commission directly from the Reseller.
- 3.5 In the event the Telco cancels any Customer's registration for the Services due to false information or incorrect registrations of the Customer or for any other reason,

the Reseller shall pay the Newvoice2u Sdn Bhd all unpaid amounts billed by the Newvoice2u Sdn Bhd to the Customer.

- 3.6 All the commission is payable to the registered company name or otherwise Resellers are required to submit the document as stated hereunder :
- 3.6.1 Letter from Company to request the change of payable name and must signed by all the directors.
- 3.6.2 Letter from future payable name stated to request the change of payable name to his / her name.
- 3.6.3 Certified true copy of the Company Registration Form from the company secretary (latest version).
- 3.6.4 Any changes of the payable name is subject to Newvoice2u Sdn Bhd Management approval

No alterations to this Letter of Appointment will be of affect unless is done so in writing and signed by both parties hereto.

The Resellers acknowledges that this Letter of Appointment has been explained to him/her and that he/she understands the contents thereof and commits him/herself to same.

SIGNED AT _____ **ON THIS DAY OF** ____ / ____ / **2007.**

BUSINESS PARTNER

NEWVOICE2U SDN BHD

NAME :
DESIGNATION :

NAME :
DESIGNATION :

WITNESS

WITNESS

NAME :
DESIGNATION :

NAME :
DESIGNATION :