

Giver Marketing Sdn Bhd (1401096-U)

Address : No 32-G, Jalan Damai Perdana 6/1A, Bandar Damai Perdana, 43200 Cheras, Selangor.
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Giver - 233 Plan Agreement

YOU ("THE SUBSCRIBER") AGREE THAT THE TERMS AND CONDITIONS SET FORTH IN THIS SUBSCRIPTION FORM SHALL CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND US, GIVER MARKETING SDN. BHD. (COMPANY REGISTRATION NO.: 202101000798 (1401096-U)) ("THE COMPANY") UPON THE EFFECTIVE DATE (IN ACCORDANCE TO CLAUSE 7 HEREIN), AND THAT **YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.**

We are a company incorporated in Malaysia with the registered address at No.7, 1st Floor, Jalan Kenari Merdu 2, Taman Kenari Merdu, 08000 Sungai Petani, Kedah, and a place of business at the addresses as stated on our website.

The Subscriber and the Company shall collectively be known as "the Parties".

Upon the acceptance by us (Clause 7) and payment of SF Installment made by you each month (Clause 8), you are hereby granted with the rights to subscribe our Giver - 233 Plan and shall be entitled to share the revenue generated from our Giver Tissue Media Machine linked to the Giver - 233 Plan ("the Machine") which shall be subjected to the terms and conditions as stated below ("Subscription").

1. TERM

1.1 This Contract shall commence immediately upon the Effective Date (as defined below) and shall continue for a period of **two (2) years** immediately after the date where the Machine is installed at the allocated place/premises ("the Term").

2. INSTALLATION OF THE MACHINE

2.1 The allocation of the Machine to the designated place/premises shall be done within **three (3) weeks** from the Effective Date, and the Machine shall be activated within **Twenty-Four (24) hours** after the installation;

2.2 Upon activation, the Subscriber shall be able to check the login dashboard of the Profit Back End system provided for summary details of the plan; and

2.3 You may request for the Machine to be changed of the location for one time, during the Term.

3. REVENUE SHARING SCHEME

3.1 You shall be entitled to our revenue sharing scheme of Giver - 233 Plan as well as to other rights, benefits, or promotional items provided to the Giver - 233 Plan, as prescribed in our Company website: <http://www.giver.com.my>.

4. SUBSTITUTION OF THE MACHINES

4.1 Under any circumstances that the Machine is unable to continue in providing service, or becomes inoperable, we may at our sole discretion to perform substitution of the Machine;

4.2 We have no duty to ensure a substituted Machine will provide the same or better performance. For the avoidance of doubt, you hereby acknowledged that the performance of the Machine and/or the substituted Machine shall at all times be subjected to the footfall of the allocated place/premises; and

4.3 Nevertheless, the substituted Machine shall be subjected to all the terms and conditions of this Subscription Form throughout the Term.

5. OWNERSHIP

5.1 The legal and beneficial ownership of the Machine shall at all times be remained with us. You will acquire no right, title, equity or other interest in the Machine unless otherwise defined in this Subscription Form.

6. RENT

6.1 No rent shall be charged on you during the Term, PROVIDED ALWAYS THAT the Subscriber shall have carefully observed and complied with all the terms and condition stipulated herein during the Term.

7. FORMALISING THE CONTRACT

7.1 Any information provided on this website shall not constitute an offer but rather an invitation to treat;

7.2 To subscribe to the Giver - 233 Plan, you shall submit this Subscription Form to us, whether by submitting through website, online, offline or by any other means;

7.3 The submission of the subscription form to us in accordance with Clause 7.2 shall constitute an offer by you to subscribe to the Giver - 233 Plan from us and it shall be subject to our acceptance;

7.4 No contract shall exist between the Parties unless and until we have confirmed such acceptance by sending you the "Subscription Confirmation", whether by email or by any other means, upon which the terms and conditions set forth herein shall be binding on the Parties; and

7.5 The day we send out the Subscription Confirmation in accordance with Clause 7.4 shall be known as the "Effective Date".

8. SUBSCRIPTION FEES INSTALLMENT

8.1 The Subscription Fees for each Giver - 233 Plan shall be paid by way of installment of **RINGGIT MALAYSIA TWO HUNDRED AND THIRTY-THREE (RM233.00) ONLY** per month thought out the Term, (a) by direct deposit of cash or (b) by tele-transfer, to the beneficiary bank of the Company, failing which the Company shall be entitled to charge an late payment interest at the rate of **Eight Per Cent (8%)** per annum on such installment from the day that such installment is due payable until payment thereof ("SF Installment");

8.2 First SF Installment shall be made immediately upon the submission of the subscription form and shall not later than **three (3) days** after the Effective Date, and the subsequent installment of the Subscription Fees shall be made on or before the **7th day** of each calendar month; and

8.3 Failure to make payment on time may subject you to lose certain rights, benefits, or promotional items associated with the Giver - 233 Plan, which shall be determined solely by us.

9. YOUR COVENANTS

9.1 You hereby agree, undertake and covenant with us as follows: -
9.1.1 that Giver - 233 Plan shall be used solely for its permitted purpose referred to in Clause 3 in this Contract;
9.1.2 the place/premises for Machine allocation shall be determined solely by us;
9.1.3 that the Machine shall only be operated our agents or

permitted personal only;
9.1.4 that you shall not make any physical or software alterations or additions whatsoever to the Machine or remove or replace any component therein without our prior written consent;

9.1.5 that you shall not place or suffer to be placed, products that do not belong to us into the Machine;

9.1.6 that you shall not sell or transfer the Subscription to any third party, without our prior written consent;

9.1.7 that you shall not underlet, sublet, demise, assign, share or part with Subscription or any part thereof without our prior written consent;

9.1.8 that you shall not use or permit or suffer the Machine to be used for any illegal, unlawful or immoral purposes including and not limited to placing illegal advertisements whether printed advertisements or video advertisements;

9.1.9 that you accept and shall not replace, modify or remove any or all of the advertisements without our prior written consent; and

9.1.10 that you shall not do or permit to be done to the Machine anything that may render the insurance held by us to be void or cause an increase in our insurance premiums, falling which, you shall be liable to reimburse us for any costs and expenses incurred to reinstate our insurance and any additional insurance premium imposed thereof.

10. SUBMISSION OF "Giver - 233 Plan" SUBSCRIPTION FORM

10.1 Should you have any interest in subscribing our Giver - 233 Plan, you shall obtain and submit a copy of the Giver - 233 Subscription Form from us through website, online, offline or by any other means.

10.2 Upon the submission of the said form, you shall become the Giver - 233 Plan subscriber and thereafter be entitled to benefits as the same as stated on the said form.

10.3 Upon becoming our Corporate Partner, you shall receive a sum of RM0.10 from us each time a customer scans the QR code on the Machine. The said sum shall be credited into the system wallet of the Machine and you shall be able to make withdrawal when the total sum in the system wallet is not less than RM 100.

11. DAMAGE BEYOND REPAIR OR LOSS

11.1 In the event the Machine is lost or becomes damaged beyond repair while in your possession, you shall be liable to pay to us a further sum of Three Thousand(RM3,000.00) only as penalty and we shall deliver to you a new media machine which shall be subject to the same Terms and Conditions under this Agreement.

11.2 You agree that the tissue paper in the Machine shall be dispensed to your customer only when the said customer scans the QR code on the Machine and watches the Advertisements displayed. You agree not to in any way remove the tissue paper from the Machine for any purpose not authorized by us, including and not limited to selling or giving away the tissue paper to anyone who did not scan the QR code on the Machine. Should you do so, you shall be liable to pay to us a penalty of RM2 for each pack of tissue lost, given, sold or removed.

12. RELATIONSHIP OF PARTIES

12.1 Nothing in this Subscription Form (including the submission of Giver - 233 Plan Subscription Form shall create any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between us. Neither of us have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, Contract or undertaking with any third party.

13. PREMATURE TERMINATION BY YOU

13.1 Our Company reserve the absolute right to forfeit any and all SF Installment that was previously paid by you during the Term of this Subscription in the event that you shall terminate this Contract before the expiry of the Term, and shall impose an early termination penalty fee in equivalent to 6 months SF Installment as liquidated damages which shall be paid immediately upon such termination ("Penalty Fees"), in default whereof the Company shall be entitled to charge an late payment interest at the rate of **Eight Per Cent (8%)** per annum on such Penalty Fees from the day that such Penalty Fees is due payable until payment thereof, thereafter the Parties shall have no further claims or whatsoever against each other.

14. TRANSFER OF OWNERSHIP

14.1 In the event that there is a change of ownership of the Giver - 233 Plan, Subscription, and/or Contract is required, an administration fees of **RINGGIT MALAYSIA THREE HUNDRED (RM300.00) ONLY** ("Administration Fees") will be charged to the original subscriber, then we shall transfer the ownership of the Giver - 233 Plan, Subscription, and/or Contract to the new subscriber, in which the plan which shall be subject to the remaining Term, and under the same terms and conditions under this Contract.

15. TERMINATION BY US UNDER CERTAIN CONDITIONS

15.1 In the event any payment due from you to us or any part thereof shall be unpaid for **fourteen (14) days** after becoming payable (whether formally demanded or not) or if any of the foregoing terms, conditions, covenants and stipulations herein contained on your part to be complied with shall not be performed or observed or if you (being an individual) commit an Act of Bankruptcy or if you (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or if you assign your rights to a third party without our express consent or if we have reasonable grounds to believe that you have acted fraudulently against us in whatsoever way then and in any such instances it shall be lawful for us at any time thereafter to terminate this Contract by serving on you a **seven (7) days** written notice and upon the expiration of such notice this Contract shall be deemed to have been terminated absolutely, and we shall have the absolute right to forfeit the SF Installment that was previously paid by you in the Term of this Subscription and shall impose an termination penalty fee in equivalent to 6 months SF Installment as liquidated damages which shall be paid immediately upon such termination ("Penalty Fees"), in default whereof the Company shall be entitled to charge an late payment interest at the rate of **Eight Per Cent**

(8%) per annum on such Penalty Fees from the day that such Penalty Fees is due payable until payment thereof, but without prejudice to our right of action against you for any antecedent breach of your covenants herein contained.

15.1 If terminate the 233 plan before the expiration, All payments made are not REFUNDABLE or EXCHANGEABLE.

16. WINDING UP OF COMPANY

16.1 If our Company is wound up, whether voluntary or by court order, this Contract between us shall be terminated and we shall have no liability whatsoever towards you. You hereby agree to waive your right to any forms of compensation.

17. INDEMNITY

17.1 You shall indemnify, defend and hold us harmless from and against all fines, forfeitures, seizures, confiscations and penalties arising out of any violations of the law or terms, conditions, covenants and stipulations herein stated; and any loss, damage, suit, liability or claim (including reasonable legal fees and costs) caused by your acts not authorized by this Contract or by any negligent acts in relation to this Contract. This indemnity shall survive and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract for any reason whatsoever.

17.2 You hereby acknowledge and agree that it is the absolute right of the Company to submit your record of debt to any payment (including but not limited to SF Installment and Penalty Fees) due, owing and payable to the Company under this Subscription with any credit reporting agency in Malaysia, such as CTOS and CCRIS and the withdrawal of such record of debt shall only be done, after the all debt due, owing and payable to the Company under this Subscription has been cleared and/or settled. For the avoidance of doubt, you hereby undertake that, there shall be no claim or whatsoever by you against the Company from submitting the record of debt as stated herein.

18. ASSIGNMENT

18.1 You may not assign this Contract or any of your rights under this Subscription, or sublease any of the Subscription without our prior written consent. Our consent to an assignment or sublease does not release you from any obligation under this Contract. Any attempted assignment or sublease by you without prior written consent shall be void and will confer no rights on the intended assignee or subscriber.

18.2 The Administration Fees shall be paid prior to the assignment, failing which our approval to the assignment will be revoked.

19. RIGHT TO MODIFY THE TERMS AND CONDITIONS

19.1 We reserve the final right to review and modify the terms and conditions herein at any time without prior notice.

19.2 You are subjected to the terms and conditions in effect at the time you submit the Subscription Form, except when by law or decision of governmental entities we must make changes retrospectively to the terms and conditions or Privacy Policy.

20. PARTIES BOUND

20.1 You shall not resell, assign, or transfer any of its rights or obligations under this Contract without our prior written consent. All terms and conditions in this Contract will be binding upon and inure to the benefit of the parties and their respective permitted transferees, successors, and assigns.

21. NOTICES

21.1 All notices, consents, waivers, or other communications, except invoices, served under this Contract must be made in writing and shall be considered served if it is handed to the other party in person or delivered to their respective addresses or any other such address as the party being served may have notified as his address for service.

22. GOVERNING LAW

22.1 This Contract shall be construed and enforced according to the laws of Malaysia. The Parties hereto submit to the exclusive jurisdiction of the Courts of Malaysia.

23. ENTIRE CONTRACT

23.1 This Contract constitutes the entire Contract between us and supersedes all previous negotiations, understandings, or written or oral Contracts between us, whether written or oral, relating to this subject matter.

23.2 You acknowledge that in entering into this Contract you have not relied on, and shall have no remedies in respect of, any representation or warranty that is not set out in this Contract.

23.3 Nothing in this clause shall limit or exclude any liability for fraud.

24. SEVERABILITY

24.1 If any provision hereof is held invalid or unenforceable, such invalidity shall not affect the validity or operation of any other provision.

I, the undersigned, hereby irrevocably and unconditionally make an offer to the Company, agree to enter into this Contract, and subject myself to the terms and conditions and any other provisions of this Subscription.

Applicant Signature & Company Chop

Name : _____

NRIC No : _____

DATE : _____