

SOFTINN MERCHANT AGREEMENT

PARTY A:

Company Name:	SOFTINN SOLUTIONS SDN. BHD.	
Registration No.:	1029363-M	
Company Address:	NO. 1-1 & 1-2, JALAN KOMERSIAL TAKH 3, TAMAN AYER KEROH HEIGHTS, 75450 AYER KEROH, MELAKA, MALAYSIA.	
Phone:	+606-233 7725	-
Merchandise Bank:	MAYBANK BERHAD	
Bank Account Holder:	SOFTINN SOLUTIONS SDN. BHD.	
Bank Account Holder:	-	1029363-M
Bank Account No.:	5540 1762 9583	

(hereinafter referred to as "Party A")

PARTY A CONTACT DETAILS:

Name:	LEE JEE SHEN
Designation:	DIRECTOR
Phone:	+606-233 7725
Email:	JASON@MYSOFTINN.COM

PARTY B:

Company Name:	Company name or Individual owner name	
Registration No.:	Company registration no. or Individual owner IC no.	
Company Address:		
Phone / Fax:		
Merchandise Bank:		
Bank Account Holder:	Name	
Bank Account Holder:	IC / Passport Number	Business Registration No.
Bank Account No:		

(hereinafter referred to as "Party B")

PARTY B CONTACT DETAILS:

Name:	Changes in contact details must be submitted to Party A
Designation:	
IC / Passport No:	

Phone:	
Email:	

PARTY B HOTEL DETAILS	
Hotel / Lodge Name:	Hotel name or Homestay name
Hotel / Lodge Address:	
Reservation Email:	

* For group sign-up with more than one location or more than one branch, please use **APPENDIX 1**.

PLAN CHOSEN:	MARK TICK ON THE CHOSEN PLAN	
	<input type="checkbox"/>	<input type="checkbox"/>
	BASIC PLAN (hereinafter referred to as "Basic Plan")	ADVANCED PLAN (hereinafter referred to as "Advanced Plan")
Initial Terms of Contract	12 months	36 months
Commission	12%	12%
Additional Services	All the services included in the provision of Clause 1 of this agreement and the followings: 1. No yearly renewable fees.	All the services included in the provision of Clause 1 of this agreement and the followings: 1. 5 pages HTML website design and programming services. 2. Free installation of Softinn Booking Engine on property website. 3. Free one (1) year web hosting. 4. Free one (1) year .com domain. 5. Yearly renewable web hosting fees & domain fees of MYR 365.00 (or equivalent to Party B's country currency). This amount will be automatically waived if Party B's total yearly booking transactions exceeded MYR 3,000.00 (or equivalent to Party B's country currency).
Additional Requirements		Advanced Plan is only offered to hotels, resorts and motels. Business registration license is required as a proof.

(The above ticked or marked "✓" hereinafter referred to as "Chosen Plan")

This Agreement has been negotiated and agreed by both Parties, and is entered into on the _____ (yyyy-mm-dd) (hereinafter referred to as “Effective Date”)

1. CONTENT OF SERVICES

- 1.1. Party B authorises Party A to display information of Party B’s accommodation products, provide services such as products ordering and hotel room charges collection via internet, mobile client, e-mail, and other platforms for information publishing (hereinafter referred to as “information platform”). Party B may, through a system interface accessible to both parties, publish, update accommodation products information at any time, and accept or confirm order related information received from Party A’s system.
- 1.2. Accommodation products in this Agreement (hereinafter referred to as “hotel”) refer to the products provided by Party B in which a legitimate business or product is used to provide accommodation services to customers, including, but not limited to, hotels, guest houses, short-term rental houses, etc. The type of accommodation products in which the Parties shall collaborate is subject to the written confirmation from Party A.

2. TERM

- 2.1. This Agreement shall come into force on and from the Effective Date and shall continue to be binding for a period stated in Initial Terms of Contract of the Chosen Plan and shall auto-renew upon expiry, unless terminated earlier in accordance with the provisions of Termination Clause of the Chosen Plan (Clause 10 or Clause 11) of this agreement.

3. SERVICE MODEL AND FEE STANDARDS

- 3.1. Commission and Transaction Fees Mode: **Party B shall determine the net rate for booking of hotel rooms**; Party A will **deduct an agreed commission from the amount collected** and remit the balance to the Party B. Such net rate that Party B offers to Party A shall be a competitive market price.

4. SETTLEMENT APPROACH

- 4.1. Monthly settlement: Settlement shall be made **twice a month, within seven (7) working days** immediately following the cut-off date. Party A practices two pay-outs per month, as below:

Monthly Pay-out	Cut-off Date
First Half	13 th of every month
Second Half	27 th of every month

- 4.2. The settlement pay-out will be calculated based on the **guest’s check-out date**. Bookings with check-out date ranging from 28th of previous month to 13th of the current month will be included in the First Half pay-out of the month. For check-out dates happen in between 14th to 27th (both inclusive) of the month will then fall into the Second Half pay-out of the month.
- 4.3. Party A will make payment to Party B’s designated bank account within seven (7) days immediately following the cut-off date. However, if any reasonable refund, processing fees or compensation from the customers arises, the amount shall be deducted during the settlement.

- 4.4. Party B shall guarantee the accuracy of its payee's bank account used for settlement, and bear the loss caused due to incorrect information provided. If there is any change on Party B's bank account information, Party B shall expressly notify Party A in writing ten (10) working days in advance before the next nearest settlement pay-out date.

5. INFORMATION PROVISION AND CONFIRMATION

- 5.1. Party B shall provide Party A's system with information that includes but not limited to: accommodation products such as room types, price quotation, and conduct operations such as confirming orders, and receiving notifications from Party A. Once customers place their orders via Party A's system, the order information will be transmitted immediately to Party B via the Party A's system. Party B must properly manage the system interface and guarantee its security. Any information or instructions transmitted to Party A through the interface shall be deemed as actions taken by or authorised by Party B. Party B shall resolve and bear corresponding liabilities for disputes arising from product price errors, settlement, refund due to errors, omissions, inaccuracies, or untruthfulness of information transmitted by Party B, and shall compensate Party A for any loss incurred.
- 5.2. Party B acknowledges and agrees that the hotel room rates provided to Party A are at even parity compare to other online service provider. Party A reserves the right to terminate the service with the Party B temporarily until the rates offered are at even parity.

6. RIGHTS AND OBLIGATIONS OF PARTY A

- 6.1. Display of information: Party B shall display necessary accommodation products information based on Party A's requirement, and ensure the accuracy, legality, and truthfulness of the information. For the purpose of this Agreement, Party B authorises Party A to use the product information, Party B's registered trademark, LOGO, hotel name, shop name, image, etc. Party B must likewise ensure that all the product information, registered trademark, LOGO, hotel name, shop name, image and such content have legitimate intellectual property rights. Party B shall compensate Party A in full for any damage to Party A and its customers caused by using the product information or content provided.
- 6.2. Customer complaints and disputes: The graphic and text description of the hotel provided by Party B must tally with the hotel actually occupied by Party A's customer. The services that Party B promises to provide and the service received by Party A's customer during their stay must be consistently maintained. If customers' complaint caused by the above mentioned reasons arises, Party B shall first of all cope with the complaint. If this complaint cannot be resolved by Party B, Party A shall ultimately coordinate a resolution with the customer, Party B must accept the resolution and bear all costs related to the resolution (including but not limited to, room charges, compensation fees paid to customer, etc). If Party A suffers loss from the complaint, Party A shall be entitled to deduct the compensation fee paid to the customer from the room fee collected.

7. RIGHTS AND OBLIGATIONS OF PARTY B

- 7.1. Qualification: Party B shall guarantee the hotel is a legitimate business, with relevant qualifications required by laws and regulations. Party B shall guarantee its entitlement to use

hotel resources to collaborate with Party A, and pledge orders are directly placed to the hotel for purchase. Any damage or liability caused by violating this provision shall be borne by Party B.

- 7.2. Order rejection: If, due to the reasons caused by Party B or the hotel, a customer is unable to stay in the room at the price that was booked, Party B shall provide an upgrade service free of charge, or, with the customer's prior consent, arrange for the customer to stay at a hotel in the same district, the same location, of the same quality, and bear all of the associated costs such as transportation fees, the difference in room rate, etc. If Party B is unable to make the above arrangement, it shall refund the pre-paid booking fee to the customer, and **pay a processing fee 5% from the booking value or MYR 50.00** (or equivalent to Party B's country currency) **per transaction whichever is higher to Party A**. If local laws and regulations, industry standards, business practices of the hotel are more favourable to customers, more favourable provisions shall prevail.
- 7.3. Refund: Party B shall provide Party A with refund policy and also guarantee its legitimacy. Once there is a refund request from a customer, Party B shall agree to issue a refund in timely manner in accordance with the published refund policy. Shall Party B do not have a refund policy, Party A's refund policy will be enforced.
- 7.4. Protection of customer rights: Party B shall protect the interests of the customers in accordance with the laws and regulations applicable at the hotel site. If Party B violates any laws and regulations that cause loss to customers, Party B shall bear the liability, Party A shall not take any responsibility. If this causes loss to Party A, Party A is entitled to claim compensation from Party B.

8. BREACH OF CONTRACT

- 8.1. Unless otherwise stipulated in this agreement, if either Party violates this agreement, commits any breach of business ethics, violates the law, or damages or is likely to damage the interests of the other Party, the observant Party has the right to immediately terminate the agreement in writing.
- 8.2. Under the following circumstances, Party A is entitled to directly use the settlement funds to compensate customers:
 - 8.2.1. Party B violates laws, regulations, policies; or violates its commitment to the customer that causes loss to the customer;
 - 8.2.2. Party B violates Party A website customer service regulations and other rules that confirmed by businesses at Party A website, and fails to fulfil its obligations to customers according to relevant rules or within the time required, or the obligation is not carried out according to the rules and regulations;
 - 8.2.3. Party B causes the customer to suffer loss of prepaid expenses due to business dissolution, bankruptcy or other reasons;
 - 8.2.4. Court judgement, verdict and other effective legal instruments confirm that Party B violate the customer's rights and shall pay compensation, Party B refuses or is unable to make the compensation.
- 8.3. When Party B is subject to any of the following circumstances, Party A is entitled to compensate itself from Party B's settlement funds:

- 8.3.1. Party B breaches this Agreement, causing damage of any kind to Party A (including but not limited to lawsuit compensation, lawsuit costs, solicitor expenses, etc.)
 - 8.3.2. Party B violates Party A website customer service regulations and other rules that confirmed by businesses at Party A website, it must pay Part A breach-of-contract penalty or fine.
 - 8.3.3. Party A is entitled to directly deduct settlement funds in an amount corresponding to Party A's losses or to the breach-of-contract penalty or fine.
- 8.4. If the settlement amount is insufficient to pay or compensate Party A's damages, Party B shall itself pay the extra compensation or fine for damages. If the amount Party A paid to the customer in compensation is higher than the remaining settlement amount, or if Party A suffers damages higher than the remaining settlement amount, Party A is entitled to require Party B to pay in compensation for Party A's remaining damages. If the damages sustained by the customer or by Part A cannot be compensated by the above means, Party A is entitled to terminate this contract unilaterally. Party A also reserves the right to require compensation from Party A through legal channels.

9. OTHER PROVISIONS

- 9.1. Within the period of this agreement, violation of the agreement by either Party shall be deemed as breach of contract. The observant Party has the right to terminate the agreement and require that the party in breach of contract bear the liability.
- 9.2. Force majeure: Due to war, earthquake, lightning, flood, fire, governmental action, hacking attack, or telecommunications technology regulation, or other reasons of force majeure, the parties are unable to exercise the terms of this agreement as agreed, the time to exercise this agreement shall be extended, and neither Party is liable for damages due to this delay. The liability for loss incurred due to factors such as the change of weather or flight delays, that prevent the customer from arriving at the hotel on time, Party A will not take any responsibility.
- 9.3. In event where one of the Parties becomes insolvent, subject to liquidation, or terminates business activities, or files for bankruptcy/ is forced into bankruptcy, is declared bankruptcy, or makes assignment for the interest of creditors, the other Party has the right to terminate the service immediately in writing, with no need to bear any additional liability.
- 9.4. Any pending issues not mentioned in this agreement shall be settled through negotiation by both Parties.

10. TERMINATION CLAUSE FOR BASIC PLAN

- 10.1. Before the expiry of the term of contract, if Party B wishes to terminate this agreement, a written notice must be submitted to the other Party One (1) month in advance.
- 10.2. Termination requested by Party B prior to the expiry of the term of contract shall be regarded as early termination. Early termination of agreement by party B, an **early termination fee amounted MYR 100.00** (or equivalent to Party B's country currency) will be charged and payable to Party A.
- 10.3. Amendment or termination of this agreement requires the unanimous consent of both Parties. If one Party alters or terminates this agreement of their own accord without the other Party's consent, any economic loss or damage to reputation caused by this must be compensated to

the other Party. The entire content of this agreement is the mutual accord of both Parties reached after negotiation.

10.4. Such termination clause would only applicable to Basic Plan.

11. TERMINATION CLAUSE FOR ADVANCED PLAN

11.1. Before the expiry of the term of contract, if Party B wishes to terminate this agreement, a written notice must be submitted to the other Party One (1) month in advance.

11.2. Termination requested by Party B prior to the expiry of the term of contract shall be regarded as early termination. Early termination of agreement by party B, an **early termination fee amounted MYR 2,000.00** (or equivalent to Party B's country currency) will be charged and payable to Party A.

11.3. Amendment or termination of this agreement requires the unanimous consent of both Parties. If one Party alters or terminates this agreement of their own accord without the other Party's consent, any economic loss or damage to reputation caused by this must be compensated to the other Party. The entire content of this agreement is the mutual accord of both Parties reached after negotiation.

11.4. Such termination clause would only applicable to Advanced Plan.

12. ADDITIONAL CLAUSE FOR ADVANCED PLAN

12.1. Party B agrees to choose either: Option (1) to use a new domain for the property website offered by Party A; or Option (2) to use Party B's existing domain for the property website offered by Party A. The choice shall be indicated in Appendix 2.

12.2. Party B opts for Option (1) - a new domain for the property website offered by Party A - shall propose to Party A on the desired domain name to be used. Nevertheless, it is subject to the availability of the proposed domain name. Once a domain name is decided and finalised, Party A agrees to purchase for the domain name at the cost borne by Party A. Once a domain name is finalised and purchased, any changes on domain name is not allowed, unless the Party B agrees to pay for the changes on the new domain purchase cost.

12.3. Party B opts for Option (2) - using the existing domain for the property website offered by Party A-, acknowledges and agrees that Party B would assist and agree for domain pointing from the Party B's existing web hosting company to Party A's, as and when requested by Party A, for the purpose of completing the property website services.

12.4. During the process of developing the property website offered by Party A, the Party B opts for using the existing domain for the property website offered by Party A shall later not be allowed to opt to switch to purchasing new domain (Option 1). Violate this clause shall survive termination. Party A also reserves the right to require compensation from Party B through legal channels.

12.5. Party B acknowledges and agrees to provide the content (including the theme colour used for the property website) necessarily to complete the property website before the deadline requested by Party A.

12.6. Such additional clause would only applicable to Advanced Plan.

13. VARIATIONS OF TERMS AND PROVISIONS

- 13.1. Notwithstanding any of the provisions of this agreement to the contrary, the provisions and terms of this agreement may at any time be varied or updated by the Party A, however any updates or amendments shall be informed by the Party A to the Party B in writing or notice by email of not less than fourteen (14) days before the amendments.
- 13.2. If the modified Terms are not acceptable to Party B, Party B has the rights to issue a termination notice with reasonable reason (without early termination fee impose) and cease using the Site, Application and Services provided by Party A.
- 13.3. If Party B do not respond to the updated provisions within fifteen (15) days from the date of the notice of variation and update, Party B will be deemed to have accepted the changes.

Sign for and on behalf of Party A:	Sign for and on behalf of Party B:
Signature of legal representative (or authorized representative):	Signature of legal representative (or authorized representative):
Name as Passport / IC: LEE JEE SHEN	Name as Passport / IC:
IC / Passport No.: 830613-05-5665	IC / Passport No.:
Designation: DIRECTOR	Designation:
Company Chop:	Company Chop:
Date:	Date:

Witnessed by:

Signature of witness:	
Name as Passport & IC:	

APPENDIX 2

Choose a domain name (.com) for Advanced Plan.

Website Domain Name Option		
	<input type="checkbox"/>	<input type="checkbox"/>
	OPTION 1 (new preferred domain)	OPTION 2 (existing domain)
Domain Name:		



APPENDIX 3

Room Types	Description	Maximum Adult Allowed	Built Unit	Allocate Unit	Off Peak (RM)	Peak (RM)	Public Holiday (RM)
<i>Example Standard Room</i>	<i>Example: 1 Queen Bed, Personal Toiletries, Free WIFI in the room, LCD TV, Astro Channel</i>	<i>Max Guest Allowed 10</i>	<i>Total unit for each room. 10</i>	<i>Total unit given to Softinn to sell: 5</i>	<i>RM 100</i>	<i>RM 120</i>	<i>RM 130</i>