

TIMETEC RESELLER AGREEMENT

The terms and conditions of this Agreement govern the respective rights and obligations of the Company (as defined) and you, the party identified on the Company's online reseller registration form made available on the Site (as defined) ("the Reseller"). This Agreement and the aforesaid registration form are to be read together and the aforesaid registration form shall form an integral part of this Agreement save as provided otherwise.

You should carefully read the following terms and conditions. By scrolling to the bottom of this agreement and clicking the "I AGREE" button, you are deemed to have read, understood and accepted these Terms and Conditions (as defined) and agree to be bound by such Terms and Conditions including but not limited to all payment terms, policies, practices, rules, standards and guidelines related to the Site and/or the TimeTec (as defined) services, in effect at any time and from time to time made available on the Site. You must accept this agreement before you participate in the company Partnership system.

The following are the terms and conditions for being the reseller of the TimeTec ("Terms and Conditions"). TimeTec is owned, operated, and provided to you and to your customers by TimeTec Cloud Sdn Bhd ("the Company") through the web site <http://www.timeteccloud.com> and its related sub-sites. ("Site").

Any reference to "You" or "Your" of "the Resellers" refers to the person or entity that resells the TimeTec hereunder. You agree that you shall cause any and all of your representatives, employees, agents or any person or entity acting on your behalf with respect to becoming a reseller of TimeTec, to be bound by, and to abide by, these Terms and Conditions. You further agree that you are bound by these Terms and Conditions whether you are acting on your own behalf or on behalf of a third party.

IF YOU DO NOT AGREE OR DO NOT WISH TO ACCEPT THESE TERMS AND CONDITIONS, OR ANY PART OF THEM, YOU SHALL NOT USE THE TIMETEC, RESELL THE TIMETEC, PROMOTE THE TIMETEC OR OTHERWISE DERIVE ANY REVENUE FROM SALES OF THE TIMETEC OR USE THE SITE TO PURCHASE ANY OF THE SERVICES AVAILABLE ON THE SITE.

RECITALS

WHEREAS

Short Title:

A) The Company is in the business of providing TimeTec services.

B) The Reseller is a person or a company appointed by the Company to resell TimeTec services to the Customer.

Long Title:

A) The Company is the producer of TimeTec cloud application series, network application platform and etc (hereinafter referred to as the "Product") in accordance with a distinctive concept, system, standard operational procedures, management methods techniques, identifying schemes and materials and insignia under the Trade Name "TimeTec services" (hereinafter referred to as the "System") developed solely through the efforts of the Company.

B) The Company has devised a system to set up and to market the Products in around the world operating under the Trade Name and has expanded time, effort and money to develop and acquire knowledge and expertise with regards to its business.

C) The Company is the proprietor of the know-how, copyright, design, goodwill and reputation and the like in association with which the retail business is conducted (if any).

D) The Reseller being desirous upon the terms and conditions hereinafter set forth of obtaining the benefits of the knowledge

Parties	Means the parties to this Agreement and "Party" shall mean, as the context requires, either one of them;
Reseller	A person or a company who subscribes to this Agreement.
Payment Date	Means the first date of each calendar month during the tenure of this Agreement;
PayPal	An e-commerce business allowing payments and money transfers to be made through the Internet.
Products	Means TimeTec Software
Sales Commission	Means the commission paid to the Reseller by the Company based on the subscribed service of the Customer when the Company collects the payment from the Customer, or the Commission paid to the Company by the Reseller based on the subscribed service of the Customer when the Reseller collects the payment from the Customer.
Schedule	Means the schedule attached herein which shall form part of this Agreement;
System	Means the business know how of the Product and the means in carrying on the Business in the Manual (if any) and that includes the ingredients of the Product;
TimeTec License	The right to use TimeTec Software which requires registration with the Company prior to initial use of TimeTec by the Customers and Users.
TimeTec/TimeTec Software	Means all cloud software applications provided either individually or collectively by the Company where the database is placed on cloud servers, where the database is accessible by the Customers and Users on the Site and the sub-sites
Trade Marks	Means the mark "TimeTec" registered in the name of the Company under Class 9 and such other trade marks as are used by the Company in relation to TimeTec at any time and from time to time and its accompanying logo currently in use or in any other form, colour, and style to be used by the Company.
Trade Name	Means TimeTec
URL	Means one type of Uniform Resource Identifier (URI); the generic term for all types of names and addresses that refer to objects on the World Wide Web. The term "Web address" is a synonym for a URL that uses the HTTP or HTTPS protocol.
Users	The individual users that are using TimeTec services. Each user is given one ID number. conducting the Business in respect of TimeTec and applications for any of the foregoing
Manual	Means any literature of any kind whether hard or soft copy.

authority, government, state agency, 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) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and shall include all by-laws, instruments, orders rules and regulation made thereunder;

(i) Any reference to "day, month or year" shall be construed by reference to the Gregorian calendar.

(j) where the day on or by which anything is to be done is a Saturday, Sunday or a public holiday in the place in which that thing is to be done, then that thing shall be done on the immediately preceding business day;

(k) the words "United States Dollar" and the symbol "USD" shall be construed as the lawful currency of this Agreement

(l) any reference to "writing" or cognate expressions includes a reference to electronic communication, telex, cable, facsimile transmission or comparable means of communications;

(m) any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement shall be in writing;

(n) words denoting an obligation on a party to do an act, matter or this includes an obligation to procure that it be done or words placing a party under a restriction include an obligation not to permit an infringement of the restriction; and

(o) reference to a document shall include references to any sort of document whether paper or paperless and expressed or described on any substance either with alphabets, figures, symbols and/or marks.

(p) Any reference to "parties" shall mean the parties to this Agreement and "party" shall refer to any of them.

(q) any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement shall be in writing;

(r) reference to clauses, schedules, paragraphs, annexures or appendices are references to the clauses, schedules, paragraphs, annexures or appendices in this Agreement.

2. APPOINTMENT OF RESELLER

2.1 TYPE OF PARTNERSHIP - There are two(2) type of Partnership for TimeTec software.

2.1.1 Distributor

2.1.1.1 Entitled for a Sales Commission set forth in Clause 4.

2.1.1.2 Granted admin account to monitor transaction activities of dealer and customer accounts.

2.1.1.3 Allowed to appoint dealers in your designated territory.

2.1.2 Dealer

from the Malaysia to you within the tenure of this Agreement.

2.3 YEARLY QUOTA

2.3.1. No yearly sales quota commitment indicated for Reseller when accepting this agreement, but the Company at its sole discretion has the rights to revise the yearly quota any time based on the market size of Reseller's territory and different TimeTec Products described in Appendix 1 abides by this Agreement which shall send separately to Reseller, if any.

2.3.2. If there is an Appendix 1 with yearly quota set for Reseller, failure to achieve 70% of the quota for one (1) year will provide the Company the rights to revoke any and /or all prior agreements of exclusivity made with the Reseller.

2.4 EFFECTIVE PERIOD

Once the Reseller application is approved by the Company, you will receive a Reseller Appointment Email from the Company email to your registered email. Your appointment as a Reseller for the resale of TimeTec shall commence on the date of your Reseller's application being approved without expiration of tenure, unless terminated in accordance with Clause 13 OR failure to achieve the yearly quota stipulated in Clause 2.3 and you agree to act in that capacity subject to the terms and conditions of this Agreement.

2.5 GRANT OF RIGHTS

Subject to the terms of this Agreement as set out herein, the Company grants the Reseller a non-transferable, non-assignable, non-exclusive license (without the right to sublicense) to market and promote TimeTec and also to use the Intellectual Property solely for the purpose of reselling TimeTec under this Agreement. In the event of any changes of company name, ownership and business address to the entity of a Reseller, the Reseller has the obligation to report such changes to the Company in not less than 14 days from the date where the change occurred, whereby this Agreement shall automatically lapse wherein the provisions of Clause 14.3 shall apply mutatis mutandis and/or the Reseller shall enter into a new Agreement with the Company. The Company shall not be held responsible for any loss or damages caused by the failure of a Reseller to notify such changes in entity to the Company.

2.6 RESERVATIONS

2.6.1 The Company shall have the right at any time and from time to time to introduce new products/services, discontinue the subscription or sales of any existing products/services, or add, delete, modify and otherwise make changes to TimeTec or any aspect of it offered under this Agreement or the Site and to make other changes to this Agreement ("Changes") without incurring any obligation or liability whatsoever, effective immediately upon posting such Changes on the Site. For the avoidance of doubt, any such Change shall be effective for all orders submitted by the Reseller after the date of posting of such Changes. The Reseller's placement of any order after the posting of such Changes shall constitute and be deemed as the Reseller's acceptance of such Changes. Save as otherwise provided in this Agreement as an obligation to so notify, the Company may but shall not be obliged to notify the Reseller of such changes at least 14 days in advance by email or as logging in to the Site. The Reseller is advised to review the Site regularly and prior to placing any orders to determine whether any Changes have been posted to avoid any complications.

2.6.2 The Reseller shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the Trade Mark or Trade Name or the other Intellectual Property except such rights of use as are specifically set out in this Agreement, and hereby acknowledges and agrees that all such use shall at all times inure for the benefit of the Company.

2.6.3 If this Agreement is not exclusive to you as stipulated in Clause 2.2, and the Company reserves the unrestricted right to sell, license, market and distribute or to grant to others at any time and from time to time the right to sell, license, market and distribute TimeTec or any aspect of it anywhere in the world at any time and from time to time.

2.6.4 The Company reserves the right, in its sole and absolute discretion to amend or terminate, in whole or in part, any or all of

marketing, sale or promotion of any services, products, software or goods that compete with TimeTec.

2.7.2 This Agreement is personal to the Reseller who shall not sell, assign, transfer, charge, grant or sub-licence the Business, the System, the Intellectual Property, whether in whole or in part, to any other person without the prior approval in writing of the Company.

2.7.3 Any use of the term "reseller" is for reference purposes only. The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, or agency relationship and does not create a franchise. Neither Company nor any of its representatives may make any representation, warranty or promise on Company's behalf.

3 PRIVILEGES AND RESPONSIBILITIES OF RESELLER

3.1.1 The assigned sales territory of the Reseller is the registered country of the Reseller's company or the residential address of the Reseller (in the case of an individual). Changes to the assigned sales territory must first be consented to by the Company.

3.1.2 The Reseller shall be responsible for his/her customer supports, services and inquiries.

3.2 Staff and Training

3.2.1 The Reseller shall, at its own costs and expense, ensure and procure that it or its staff shall attend training as may from time to time be reasonably required by the Company. The Reseller shall pay to the Company the fees for the said training sessions upon written request by the Company.

3.2.2 The Reseller shall bear the travel and subsistence allowances of itself or its staff, including their salaries during all training sessions provided by the Company pursuant to this Agreement or if the need be the Company to travel the expenses thereof which shall be limited to only accommodation, traveling and other related expenses shall be paid to the Company by the Reseller.

3.3 BUSINESS CONDUCT

3.3.1 The Reseller shall diligently and actively promote the Business within the Reseller's Territory.

3.3.2 All Resellers shall market, promote and solicit sales of TimeTec through, including but not limited to, advertising, field demonstrations and other applicable gatherings using TimeTec's advertising and/or sales promotion materials as provided by the Company at any time and from time to time, and by participation in early order and other sales related program offered by the Company. The Reseller agrees that its marketing and advertising efforts will preserve the professional image and reputation of the Company and TimeTec.

3.3.3 The Reseller shall not, and shall ensure that other third parties shall not:

(i) modify, adapt, alter, translate, copy, perform and display (public or otherwise) or create derivative works based on TimeTec products;

(ii) sublicense, lease, rent or loan TimeTec;

(iii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or source listing for TimeTec; or

(iv) remove, modify or obscure any identification or proprietary or restrictive markings or notices from TimeTec products.

3.3.4 The Reseller shall neither use, nor allow any of its Customers and Users to use TimeTec in a manner that is, or potentially

is, illegal, a legal risk to the Company, generally objectionable in the Internet community or degrading to the quality, goodwill, reputation or provision of TimeTec.

3.4 EXPENSE OF DOING BUSINESS

The Reseller shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the Reseller who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The Company will not entertain any reimbursement on any expense made by the Reseller other than the commissions.

4 SUBSCRIPTION FEES & COMMISSIONS

4.1 The Resellers shall understand that its Customers can subscribe to TimeTec Services directly from the Site or the Resellers are also given the option to pay for and on behalf of their own Customers for such subscription. Any payment made by the Reseller on the Customer's behalf is made at the Reseller's own risk and the Company shall not be liable for any such payment in any circumstances to refund the fees paid for the subscription.

4.2 PRICING

Unless agreed by the Company in either digital written or printing format, otherwise the Reseller shall follow the subscription price set and officially published on the Site by the Company. The price may change from time to time.

4.3 BILLING CYCLE

The Reseller warrants to ensure that the Customer understands that the Customer can choose to pay the subscription fee in different billing cycles with different discount rates applicable, or at such other price as may be quoted by the Company on the Site, at any time and from time to time with the 1st month commencing on the date the Customer's account is activated.

4.4 PRICE REVISION

The Company shall give the Reseller notice in writing or email of not less than 14 days of any alteration or revision in the price, and the price as so altered shall apply to TimeTec supplied on or after the applicable date of increase, including outstanding orders. The Price Revision shall not affect the subscription paid before the revision being enforced.

4.5 COMMISSION

A 50% commission of each subscription fee is based on the Company's sole and absolute discretion. (License subscription fee a Customer needs to pay depends on the billing cycle they choose)

4.6 COMMISSION PERCENTAGE REVISION

The Company reserves the right to revise the percentage of commission given to the Reseller. Accordingly, the Company shall give you notice in writing of not less than 14 days of any alteration or revision in such change of percentage, and the Commission as so altered shall apply to TimeTec supplied on or after the applicable date of increase, including outstanding orders. The Commission Percentage Revision shall not affect the commission of subscription paid before the revision being enforced.

4.7 COMMISSION REIMBURSEMENT

If the Customer pays directly to the Company, the Company will reimburse the Reseller's commission in lump sum. Reseller will have to liaise with the Company to get their commission derived from the Customer.

4.8 PAYMENT ON BEHALF BY RESELLER

discounted commission based on the commission rate table in Clause 4.5.

4.9 ACTIVATION

TimeTec Services will only be activated after the Company has confirmed and verified that the payment transaction is successful.

5 MODE OF PAYMENT, SUBSCRIPTION RENEWAL & COMMISSION COLLECTION

You shall ensure that the Customers under your account, as the case may be, pay punctually for all subscription fees to the Company. Failure to do so might affect the Commission calculation and reimbursement of your account, which you agree the Company shall not be liable in anyway for.

5.1 MODE OF PAYMENT

5.1.1 PayPal or Credit Card: All payment transactions are processed through a third party payment gateway that the Company engages with. The Reseller needs to open a PayPal account to enable the Company to transfer the commission/refund to your PayPal account as scheduled. If payment is made using a credit card, all processing fees or bank charges shall be borne by the Company.

5.1.2 Bank Transfer: Payments can also be transacted via electronic bank transfer. All processing fees or bank charges shall be borne by the Company.

5.1.3 Credit Point: Reseller can prepay TimeTec a certain amount and this amount will be converted into Credit Points. The Credit Points can be used to deduct the payment for the licenses of the reseller's customers.

5.2 SUBSCRIPTION RENEWAL

5.2.1 Both the Reseller and the Customer will receive email reminders before the Customer's subscription expires.

5.2.2 The Reseller must notify the Customer to renew their subscription before the subscription expires. Upon expiry, the Customer's license will be classified with an "Inactive" status for a maximum of 30 days upon expiry and the Customer will not be able to access the data in TimeTec when their license is in the "Inactive" mode/status.

5.2.3 Subject to Clause 5.2.4, the Reseller can still renew on behalf of the Customer or the Customer can still renew its subscription during the period the subscription is classified as "Inactive". The collected data can be retrieved after the subscription is renewed. Any renewal made by the Reseller on the Customer's behalf is made at the Reseller's own risk and the Company shall not be liable for any such renewal including without limitation, the liability to refund the fees paid for the renewal of an expired subscription.

5.2.3.1 After 30 days of having been classified as "Inactive", the Customer's subscription will then be classified as "Dormant" and the data collected will be kept for another 15 days thereafter for data download period before it is permanently deleted.

5.2.4 The starting date of the renewed subscription shall be the date the subscription expired notwithstanding the actual date of renewal.

5.3 PAYMENT MADE BY CUSTOMER

For a Reseller whose Customers pay the subscription fee on their own, the commission will be credited into the Reseller's account on every 30-day-cycle based on his Customer's subscription. All processing fees or bank charges shall be borne by the receiving party.

shall be liable to, if there is any. The amounts charged to you by us, whether through your credit card or otherwise, may be subject to and include applicable taxes, including without limitation withholding taxes. It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

5.5 FAILURE TO MAKE FULL PAYMENT

If the Reseller or the Customer fails to pay the price for the TimeTec supplied by the end of 30 days of the subscription being classified as "Inactive" following the expiry of the time stipulated under Clause 5.2.2 above, the Company shall be entitled (without prejudice to any other rights or remedies it may have and these action shall not be constructed as a waiver of other rights and remedies)

5.5.1 cancel or suspend any further supply of TimeTec services to the Customer under any order;

5.5.2 change the Customer's status to "Dormant" for 15 days of data downloading period which the Customer can log in to the Site and download its collected data from TimeTec before the data is permanently deleted; and

5.5.3 delete the data collected in TimeTec after 15 days of data downloading period; and

5.5.4 the Reseller warrants to ensure that the Customer understands this policy.

5.6 FURTHER FAILURE TO MAKE FULL PAYMENT

If the Reseller or the Customer fails to pay the price for the TimeTec supplied by the end of 15 days after the expiry of 30 days as stipulated under Clause 5.5, the Company shall be entitled (without prejudice to any other rights or remedies it may have and these action shall not be constructed as a waiver of other rights and remedies) at any time to:

5.6.1 delete the TimeTec subscription account of the Customer;

5.6.2 permanently delete all collected data of the Customer in TimeTec; and

5.6.3 disable the Customer's account and the Reseller or the Customer will need to reset everything and start from the beginning if the Customer wants to re-subscribe for TimeTec services; and

5.6.4 the Reseller warrants to ensure that the Customer understands this policy.

6 REFUND POLICY AND COMMISSION INCURRED

6.1 The Reseller warrants to ensure that the Customer understands that the Customer can terminate their account at anytime by sending a termination email to the Company at info@timeteccloud.com. The Customer is entitled to a refund of the unused subscription for such months, which the Customer has paid in advance prior to the aforesaid termination ("Unused Usage"). Any refund will be calculated based on the MONTHLY subscription rate. Any subscription usage exceeding 1 day shall be calculated as 1 month of subscription.

6.2 In the case where the Reseller pays the subscription fee on behalf of the Customer, the Company will only refund the fee to the Reseller. The Reseller shall arrange the refund to the Customer at their own cost and the Reseller will not implicate the Company in this matter.

6.3 The Reseller or the Customer shall be liable for the Refund processing fees of USD10 (10 credits) a chargeable by the Company and any bank charges shall be borned by the Reseller or Customer.

6.4 The Reseller warrants ensuring that the Customer understands if the Customer pays the subscription fee to the Company,

the Company will only refund to the Customer. The commission in which the Reseller is entitled to will depend on the number of months the Customer has used TimeTec. Any exceeding commission paid to the Reseller due to the refund has to be refunded the Company within 14 days.

7 MARKETING OF TIMETEC

7.1 You shall exercise your best endeavour to sell and promote the sale of TimeTec at your own cost in the conduct of the Business to promote the mutual business interest of the Parties.

7.2 You shall be entitled to, subject as provided in this Agreement, promote and market TimeTec in such manners you think fit, and in particular shall be entitled to resell TimeTec to your Customers at such prices set out on the Site.

7.3 In connection with the promotion, marketing and sale of TimeTec, You shall:

7.3.1 comply with all legal requirements of your territory from time to time in force relating to the promotion, marketing and sale of TimeTec;

7.3.2 from time to time, consult with TimeTec's representatives for the purpose of assessing the state of the market of TimeTec; and

7.3.3 use in relation to TimeTec only such advertising, promotional and selling materials as previously approved in writing by the Company.

8 TECHNICAL ISSUES

8.1 The Company, at its reasonable endeavour, will handle all the TimeTec Software bugs reported by you as soon as practicable after a written complaint is received.

8.2 Technical Support provided by the Company:

8.2.1 You can contact support@timeteccloud.com and a reply will reach you within 12 hours, 7 days a week.

8.2.2 Skype for immediate support is available from 9am to 6 pm (GMT+8), Monday to Friday.

8.2.3 You will promptly report any errors in the operation of TimeTec to the Company and will not take any action that would increase the severity of the error.

8.3 STORAGE

The time clock data for TimeTec will be hosted on TimeTec servers, unless otherwise agreed. The Company does not represent, warrant or covenant that the use of TimeTec will be uninterrupted or that the operation of TimeTec will be error-free or secure. In addition, the security mechanisms implemented by the Company for TimeTec have inherent limitations, and you must determine independently whether the TimeTec sufficiently meets your Customer's requirements.

8.4 BACKUP

While the Company will use reasonable efforts to protect and backup data on a regular basis, the Company is not responsible for your or your Customer's data residing or uploaded into TimeTec servers. You as a Reseller are responsible for backing up and exporting your or your Customer's time clock data. To ensure efficiency and stability of the system, TimeTec will undergo system maintenance and upgrade from time to time as shall be determined by the Company in its sole and absolute discretion. TimeTec will only keep the transaction data up to 2 years for each Customer. For all the other transaction data, reasonable endeavours will be made to back up and send to the Customer or the administrator of the Customer.

9 DATA WARRANTY

9.1 DATA OF RESELLER

Data consists of all the information of your organization, sales transactions and your Customers' limited information. The Company shall not use Your Data except directly in furtherance of the purposes of this Agreement or reassign your Customer to another Reseller when this Agreement is terminated. The Company shall not disclose the Data to any third party unless directed by you, unless (a) such disclosure is made by the Company in response to a court order or in compliance with any legal obligation which you or your Customer is a subject (other than a contractual obligation) or for the administration of justice or (b) is non-personally identifiable information. All data that is not Your Data belongs to the Company (collectively "TimeTec's Data"). By accepting these terms and conditions you agree that the Company owns all of TimeTec's Data.

9.2 DATA OF CUSTOMER

Data consists of all the information of your Customer's organization and the time clocking information inserted into the TimeTec interface by you or your Customer ("Data"). The Company shall not use the Data except directly in furtherance of the purposes of this Agreement. The Company shall not disclose the Data to any third party unless directed by you or your Customer, unless (a) such disclosure is made by the Company in response to a court order or in compliance with any legal obligation which you or your Customer is a subject (other than a contractual obligation) or for the administration of justice or (b) is non-personally identifiable information. All data that is not your time clock data belongs to the Company (collectively "TimeTec's Data"). By accepting these terms and conditions you agree that the Company owns all of TimeTec's Data.

10 LICENSING RIGHTS

10.1 The Company may suspend your access to TimeTec or any part thereof if:

10.1.1 you fail to meet any of your obligations or in breach of any term under this Agreement including but not limited to failure to make payment to the Company;

10.1.2 you breach any law applicable to you or under this Agreement;

10.1.3 you conduct yourself in such a manner which is otherwise prejudicial to the interests of the Company or TimeTec or any of the Intellectual Property; or

10.1.4 in the opinion of the Company, you evinces an intention not to perform part or all of the contract or to commit a breach of this Agreement.

11 PROPRIETARY RIGHTS/TRADE MARKS

11.1 PROPERTY OF COMPANY

All material (including any documents, goods, equipment, software, information and data stored by any means which are to be provided to you under this Agreement) provided by the Company to you for the purposes of this Agreement ("Material") remains the property of the Company and must be returned to the Company on expiration or earlier termination of this Agreement. The Company may, by notice in writing, require you to deliver the Material to it, within the timeframe specified in the notice. The Company grants to you a royalty-free, non-exclusive, non-transferable license (with no right to sub-license) to use, reproduce and adapt the Material for the purposes of this Agreement and in accordance with any conditions, restrictions or directions notified by the Company in writing from time to time.

11.2 OWNERSHIP

is used, copied, supplied or reproduced only for the purposes of this Agreement.

11.3 INTELLECTUAL PROPERTY RIGHTS

11.3.1 You shall ensure the Company retain all Intellectual Property rights and title in and to its own trade secrets or other proprietary information, products and services.

11.3.2 Except as otherwise mutually agreed to in writing by duly authorized representatives of the Company, no provision of this Agreement or any attachment executed hereunder shall infer or give you any rights or title in the Materials save as expressly granted in this Agreement or any attachment hereto.

11.3.3 Except as provided in Clause 11.4, you shall have no rights in respect of any trade names or Trade Marks used by the Company or any Intellectual Property in relation to TimeTec or the Company or of the goodwill associated therewith and you acknowledge that, except as expressly provided herein, you shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain vested in the Company.

11.3.4 On the expiry or termination of this Agreement, the Reseller shall forthwith cease to use the Intellectual Property save as expressly authorised by the Company in writing.

11.4 LIMITATION ON THE USE OF TIMETEC

The Company hereby authorises only you to use the Trade Marks in relation to TimeTec for the purposes of performing your obligations under this Agreement and you shall not authorise any other person, firm or company to use the Trade Marks in any way or for any reason whatsoever.

11.5 PROHIBITION:

11.5.1 You shall not make any modifications to TimeTec, the Materials or your packaging;

11.5.2 You shall not alter, remove or tamper with any Intellectual Property, numbers or other means of identification used on or in relation to TimeTec;

11.5.3 You shall not use any of the Intellectual Property in any way which might prejudice their distinctiveness or validity or the goodwill of the Company therein;

11.5.4 You shall not where applicable, use in relation to TimeTec any trade marks other than the Trade Marks without obtaining the prior written consent of the Company;

11.5.5 You shall not use any trade marks or trade names so resembling any trade mark or trade name of TimeTec, TimeTec or the Company likely to cause confusion or deception.;

11.5.6 You shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Company and shall not omit or authorise any third party to omit to do any act which, by your omission, would have that effect or character;

11.5.7 The Reseller shall not apply for registration of the Trade name or the Trade Mark as a trade mark; or

11.5.8 The Reseller shall not use the Intellectual Property otherwise than as permitted by this Agreement.

11.6 DUTIES TO REPORT

You shall promptly and fully notify the Company of any actual, threatened or suspected infringement of any Intellectual

Property of the Company which comes to your notice, and of any claim by any third party so coming to your notice that the importation or use of any Intellectual Property in their sale therein, infringes any rights of any other person, and you shall at the request and expense of the Company do all such things as may be reasonably required to assist the Company in taking or resisting any proceedings in relation to any such infringement or claim provided always such infringement or claim is not caused or contributed to by you.

12 PASSWORD PROTECTION

Access to the Site is by way of user name and confidential password or biometrics access that have been provided by TimeTec to Reseller for the sole and exclusive use of Reseller's authorized personnel. You agree to keep the user name and password strictly confidential and that you are solely responsible for any unauthorized use of the Site and subscription of TimeTec license made with your own username and password whether such use and subscription have been made with your knowledge or not, and that you have an obligation to notify us immediately if you know or suspect that your username or password has been compromised.

13 CONFIDENTIAL TERMS / INTERNET COMMUNICATION

13.1 CONFIDENTIALITY

You shall treat as confidential any information which comes into their possession, pursuant to or as a result of or in the performance of this Agreement (whether orally or in writing), whether such information relates to the business, sales, marketing or technical operations of either party or the clientele of either party or otherwise and whether or not such information is expressly stated to be confidential or marked as such.

13.2 RULES ON LIMITED DISCLOSURE

Save as provided below, you shall not, without the written permission of the other, disclose such confidential information to a third party:

13.2.1 you may disclose to any customer or prospective customer such confidential information for the purpose of carrying out your obligations under this Agreement only;

13.2.2 you may disclose such confidential information to any governmental or other authority or regulatory body, if requested; or

13.2.3 you may disclose such confidential information as may be required by any law or regulation in force from time to time.

13.3 CONTINUITY OF CONFIDENTIAL CLAUSE

The operation of this clause shall survive the termination of this Agreement.

14 TERMINATION

14.1 RIGHTS OF COMPANY TO TERMINATE

14.1.1 Upon the happening of any of the events set out in Clause 14.1.2 the Company may at its election forthwith or at any time thereafter by notice in writing given to the Reseller terminate this Agreement without prejudice to any other right or remedy the Company may have against the Reseller.

14.1.2 The events giving rise to a right of termination are as follows:

(a) if and whenever there shall be a breach of or non-observance or non-performance of any of the terms and conditions

contained herein and on the part of the Reseller and / or its employees to be observed and performed including failure to pay the product herein stipulated and such breach continues for fourteen (14) days after service by the Company of a notice on the Reseller requiring him to remedy the same and informing him that if he does not remedy the same within thirty (30) days this Agreement may be terminated;

(b) any judgment obtained against the Reseller remains unsatisfied for more than fourteen (14) days or the Reseller shall have its property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of its creditors or becomes a bankrupt or is the subject of any winding-up proceedings or makes any arrangements or composition with its creditors;

(c) the Reseller has a receiver or a receiver and manager appointed over the whole or in part of its property or any of its Director is made a bankrupt;

(d) the Reseller defaults in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrances over the assets of the Business effected by the Reseller and such default materially affects the ability of the Reseller to perform its obligations under this Agreement;

(e) where the Reseller is a corporation, the control of the Reseller 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 the Company first being had and obtained;

(f) the Reseller does not commence the Business within the period prescribed;

(g) after service by the Company upon the Reseller of three or more notices for a breach of the same covenants or conditions on the part of the Reseller pursuant to Clause 14.1.2 (a);

(h) The Reseller makes an assignment of this Agreement for the benefit of creditors or makes an assignment, sale or transfer of the assets of the Business under this Agreement to any other person without the prior written consent of the Company;

(i) The Reseller, for any reasons whatsoever, voluntarily abandons the Business; or

(j) The Reseller or any of its Directors is convicted of a criminal offence which substantially impairs the goodwill associated with the Intellectual Property in this Agreement.

14.2 MUTUAL TERMINATION

Notwithstanding anything in this Agreement, the Reseller and the Company may terminate this Agreement by mutual agreement.

14.3 TERMINATION CONSEQUENCES

Upon the termination of this Agreement for any reason as stipulate above:

14.3.1 you shall at your own expense within 30 days send to the Company or otherwise dispose of in accordance with the directions of the Company any advertising, promotional or sales material relating to TimeTec then in your possession;

14.3.2 outstanding unpaid invoices rendered by the Company under this Agreement shall become immediately due and payable by you;

14.3.3 you shall cease all activities related in any way to this Agreement including but not limited to promoting, marketing, advertising or sale of TimeTec;

14.3.4 you shall have no claim against the Company for compensation for loss of distribution rights, loss of goodwill or any

similar loss;

14.3.5 subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement;

14.3.6 you shall not be concerned or interested, either directly or indirectly, in the production or distribution of any goods or products which compete with TimeTec for a period of 2 years after the date of termination; and

14.3.7 any data belonging to you remaining on the TimeTec server at the date of termination will be retained for 30 days and may be restored upon the reactivation of your account and beyond this 30 days time frame, your data may not be retained and may be purged in the ordinary course of the Company's business.

14.3.8 Your Customers will be reassigned to another reseller at the Company's sole discretion. You will not receive any commission from the subscription of your Customers after the termination of this agreement completes.

15 LIMITATION OF LIABILITY AND INDEMNITY

15.1 NO WARRANTIES

No warranties are given except as expressly stated. In no event shall the Company or any of its agents be liable for any loss of or damage to your revenues, profits or goodwill or other special, incidental, indirect and consequential damages of any kind, resulting from your performance or failure to perform pursuant to the terms of this Agreement or resulting from the furnishing, performance, of the TimeTec hereunder, including without limitation any interruption of business, resulting from breach of contract, even if the Company has been advised of the possibility of such damages unless such loss or damage is caused directly or indirectly by the breach, default or negligence of the Company or any of its servants or agents.

15.2 LIMITATION ON LIABILITY

Notwithstanding anything above to the contrary, the maximum aggregate amount of monetary damages for which the Company may be liable to you under this Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by you to the Company under this Agreement.

15.3 INDEMNITY

The Reseller shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of the Reseller or misrepresentation or breach of any obligations under this agreement.

16 FORCE MAJEURE

16.1 If during the performance of this Agreement, any circumstances beyond the reasonable control of a party, a state of war whether declared or not in which you or the Company and/or the government of country of origin is involved or affected, or any pandemics, state of riot, civil commotions or general strike or any earthquake, flood or tempest arises or exists which has materially affected the fulfillment of this Agreement, the affected party shall forthwith notify the other party of the nature and extent hereof ("Force Majeure Event").

16.2 Neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligation hereunder to the extent that such delay or non-performance is due to any Force Majeure Event of which it has notified the other party; and the time for performance of that obligation shall be extended accordingly.

16.3 If a party has been prevented from materially performing your obligations under this Agreement by a Force Majeure Event

for a continuous period of more than thirty (30) Days, the parties' obligations under this Agreement shall cease and Clause 14.3 shall apply mutatis mutandis.

17 DISPUTE

17.1 DISPUTE RESOLUTION

Any dispute of a technical nature arising in connection with this Agreement, which cannot be settled by negotiation between the parties or their representatives, shall be dealt with in the following manner:

17.1.1 the dispute shall be referred to a committee of three comprising the Chief Executive Officer (CEO) or Chief Operating Officer (COO) of each party and a third party nominated with the consent of both parties;

17.1.2 the quorum necessary for the making of decisions by the committee shall be three and each issue will be resolved by a majority of votes; and

17.1.3 the committee will consider within seven (7) days any matter referred to it in writing by either party; either party unsatisfied with the decision of the committee or the failure of the committee to make a decision may submit the dispute including any question regarding its existence, validity or termination to the courts of Malaysia subject always that the parties shall have first failed in mediation conducted at the Malaysian Mediation Centre according to its prevailing procedures.

17.2 RESELLER RESPONSIBILITIES

You shall bear all responsibility for all loss of your Customer when you fail to pay the Company the subscription fee that your Customer has paid you. Your Customer will not be able to use TimeTec as a result of your failure/dispute to pay their subscription fee to the Company and the Company shall in no way be liable for such usage.

17.3 PARTIES OBLIGATIONS

At all times prior to the preparation for, hearing of or deliberation over a dispute as referred to in Clause 17.1, the parties shall to the fullest extent possible proceed to complete their respective obligations under this Agreement.

17.4 GOVERNING LAW

This Agreement shall be governed and construed by in all respects in accordance with the laws of Malaysia and each party hereby submits to the exclusive jurisdiction of the courts of Malaysia.

18 GENERAL PROVISION

18.1 This Agreement, together with its amendments as well as the set of purchasing terms and price levels, are subject to change at any time and from time to time when the Company deems as necessary.

18.2 Save as expressly provided, any notices or other communication required to be given hereunder by the Company to you may be given in writing signed by or on behalf of the Company or be given by email to your registered email address or to such other email address as shall be notified in email by you to the Company from time to time.

18.3 Any notice or other communication required to be given hereunder by you to the Company shall be in writing signed by or on your behalf or be given by email to the Company's email address at info@timeteccloud.com or to such other email address as shall be notified by the Company to you from time to time.

18.4 The Company may assign this Agreement and the rights and obligations thereunder. This Agreement is personal to you,

which may not without the written consent of the Company, assign, mortgage, charge (otherwise than by floating charge) or dispose of your obligations hereunder.

18.5 If any provision herein contained or part thereof is or is rendered void, illegal or unenforceable for whatever reason in any respect under any law, it is hereby declared that such provision so affected shall not in any way affect or impair the validity, legality or enforceability of the other terms or provisions herein contained which shall remain in full force and effect provided that such invalidity or unenforceability shall not substantially nullify the underlying intent of this Agreement and shall be deemed to be an independent provision and the Parties shall be at liberty to have such provision severed from the rest of this Agreement.

18.6 Failure or delay by the Company in exercising their rights, powers, privileges or remedies under or in relation to this Agreement or by law provided shall not operate as a waiver thereof nor shall any single or partial execution of any rights, power or privilege conferred hereunder or thereunder preclude any further exercise thereof or the exercise of any other right, power or privilege conferred hereunder or thereunder. The rights and remedies provided are cumulative and not exclusive of any rights and remedies provided by law.

18.7 All payments to be made hereunder shall be made free and clear of and without any deduction for or on account of any set-off, counterclaim or otherwise whatsoever.

18.8 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the party may execute this Agreement by signing any such counterpart.

18.9 Time wherever mentioned shall be of the essence of this Agreement.

18.10 Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

18.11 You and your Customers must take every precaution to ensure that the Company's brand is taken care of with good intentions.

18.12 In carrying out this Agreement, Reseller shall conduct itself in an ethical, professional and lawful manner, shall exercise its best efforts to achieve a high level of customer satisfaction, and shall refrain from doing anything to impair the reputation of the Company or the branding behind TimeTec.

19 VARIATION

A variation of any term of this Agreement must be in writing

20 COST

Each party shall bear its own costs and expenses in respect of the preparation and execution of this Agreement. However the stamping of this Agreement shall be paid by the Reseller.

21 NATURE OF THE AGREEMENT

This Agreement relates only to the transaction contemplated in it and shall neither constitutes any party to it the agent of any other party nor shall it constitute a partnership or an agreement to form a partnership or agency agreement between the parties to it.

22 ELECTRONIC DOCUMENTS

This Agreement in electronic document form, and all other electronic documents referred to or incorporated herein, will be:

(a) deemed for all purposes to be a "writing" or "in writing," and to comply with all applicable statutory, contractual, and other legal requirements for a writing; and

(b) legally enforceable as a signed writing as against the parties subject to the electronic documents. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

23 NON-COMPETE AGREEMENT

You agree that during the Term and for two year thereafter, you shall not develop a competing service/software to TimeTec. You understand that the violation of this clause will be ground for immediate termination of all TimeTec service by the Company with no liability on the part of the Company; and further, you understand that the Company may seek equitable relief to stop the violation and competing activity as well as any other relief available under the law.

24 NATURE OF THE AGREEMENT

This Agreement relates only to the matter contemplated in it and shall neither constitutes any party to it the agent of any other party nor shall it constitute a partnership or an agreement to form a partnership or agency agreement between the parties to it.

Last updated: 20/07/2018