

## Smart Rental Sales Agency Agreement (Terms & Conditions)

**Effective Date: 1<sup>st</sup> January 2022**

### 1. Introduction

- 1.1 This Smart Rental Sales Agency Agreement (this “**Agreement**”) is a binding agreement between Agent (hereinafter referred to as “you”, “Agent”, as the case may be) and Smart Rental (hereinafter referred to as “**Smart Rental**”, “**we**”, “**us**” or “**our**”, as the case may be). Smart Rental is owned and operated by Linear Channel Sdn Bhd (Company No. 199901014698 (489598-X)).
- 1.2. This Agreement governs and regulates your relationship with us as our registered sales agent (“**SR Registered Agent**”) to provide sales agency services to us by promoting the sale of our products and services (the “**Services**”). Please read and understand this Agreement carefully before continuing to provide the Services as it contains important information regarding your legal obligations, rights and remedies.
- 1.3. This Agreement is supplemental to and should be read in conjunction with our Website Terms of Use (<https://smartrental.my/affiliate-tos-page/>) (“**General Terms of Use**”) , Privacy Policy (<https://smartrental.my/privacy-policy/>) (“**Privacy Policy**”) and any other relevant documents as published on our website (<https://smartrental.my/>) (“**Platform**”) from time to time or as provided by us to you. In the event of any inconsistency, conflict or discrepancy between the provisions of the General Terms of Use and/or the Privacy Policy and this Agreement, the terms and conditions of this Agreement shall at all times prevail, followed by the terms and conditions of the General Terms of Use, followed by the Privacy Policy.

### 2. Consent

- 2.1. By agreeing to become an SR Registered Agent and carrying out the Services (whether or not by clicking a box indicating acceptance of this Agreement through our designated portal on the Platform for SR Registered Agents), you:
  - 2.1.1. acknowledge that you have read and understood this Agreement;
  - 2.1.2. represent that you are of legal age to enter into a binding agreement; and
  - 2.1.3. accept that your appointment by Smart Rental as an SR Registered Agent shall be subject to the terms and conditions of this Agreement and agree that you are legally bound by its terms.

**Linear Channel Sdn Bhd** (489598-X)

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- 2.2. We reserve the right, in our sole and absolute discretion, to modify, vary, amend, change and/or update this Agreement at any time as we deem fit and with reasonable notice to you (for example, by posting an update on the Platform or by emailing the updated agreement to you, as our registered sales agent). Such modifications, variations, amendments, changes and/or updates to this Agreement shall be effective upon the posting of an updated version on the Platform. You agree that it shall be your responsibility to review this Agreement regularly to ensure your understanding of this Agreement is current and you understand the terms and conditions that apply to you as an SR Registered Agent.
- 2.3. Your non-termination or continued provision of the Services to us after the effective date of any modifications, variations, amendments, changes and/or updates constitutes your acceptance of, and agreement to be bound by, the revised Agreement.
- 2.4. If you do not agree to this Agreement or with any subsequent modifications, variations, amendments, changes and/or updates, you must stop providing the Services to us. If you have any questions regarding this Agreement, please consult a professional lawyer.

### 3. Sales Agent Requirements and Access to Sales Agent Portal

- 3.1. In order to provide the Services to us and be entitled to the benefits (including commissions and incentives) of being an SR Registered Agent, you would need to have an existing User Account (as defined in the General Terms of Use) with us, and shall have purchased at least one (1) Contract (as defined in Clause 5.1) in respect of any one (1) of our rental plans.
- 3.2. As an SR Registered Agent, you will be given access to a designated portal on the Platform which facilitates your provision of the Services to us.

### 4. Sales Agent's Representations and Warranties

- 4.1. You represent and warrant to us that the warranties set out in this Clause 4 are true and accurate in all respects and not misleading in any respect as at the date of acceptance of this Agreement and shall be true, accurate and not misleading throughout the subsistence of this Agreement:
  - 4.1.1. you have the full capacity, power and authority to enter into, deliver and carry out the provisions of this Agreement;
  - 4.1.2. neither the acceptance and delivery of this Agreement nor the consummation or performance of your obligations under this Agreement will result in a breach of any other agreement to which you are a party and/or are bound; and
  - 4.1.3. you are not in default of any agreement to which you are bound which may materially and adversely affect your ability to perform any obligations under this Agreement nor are there any actions, proceedings, claims, litigation or arbitration pending or threatened against you which may have a similar or analogous effect.



- 4.2. In the event any of these representations and warranties become untrue, inaccurate or misleading, you shall provide immediate notification to us no later than twenty-four (24) hours of such representations and warranties becoming untrue, inaccurate or misleading.

## 5. Appointment as SR Registered Agent

- 5.1. By accepting the terms and conditions of this Agreement, we hereby appoint you as our nonexclusive agent to promote and sell on behalf of Smart Rental the equipment rental agreements (“**Contracts**”) for the supply of computer rental services (“**SR Services**”) in Malaysia (“**Territory**”) on the terms of this Agreement.
- 5.2. We will create a special link/ agent referral code (“**Link**”) for you to perform the Services, which can be copied from your User Account for distribution. With the Link, you will be able to promote and sell the SR Services in the name and on behalf of Smart Rental, without prior reference to us, subject at all times to the terms and conditions of this Agreement.
- 5.3. Smart Rental does not have the obligation to refer contracts for sale of the SR Services to you, and we reserve the right to sell the SR Services directly to customers without any obligation to pay commission or incentive to you.
- 5.4. Your appointment as an SR Registered Agent to perform the Services is restricted within the Territory and you shall not market the SR Services nor solicit any orders for the SR Services outside the Territory.

## 6. Sales Agent’s Obligations

- 6.1. You undertake and agree that, at all times during your appointment as an SR Registered Agent, you shall:
  - 6.1.1. act towards us conscientiously and in good faith and not allow your interests to conflict with the duties that you owe to us under this Agreement and the general law;
  - 6.1.2. not act in a way which will incur any liabilities on behalf of Smart Rental nor pledge the credit of Smart Rental;
  - 6.1.3. comply with all reasonable and lawful instructions of Smart Rental from time to time concerning the marketing and sale of the SR Services in the Territory, and generally shall conduct the agency in such manner as you think best to promote the interests of Smart Rental;
  - 6.1.4. use all reasonable endeavours to promote the SR Services in the Territory with all due care and diligence, and shall seek to improve Smart Rental’s goodwill in the Territory;



- 6.1.5. act in accordance with sound commercial principles in your relations with customers and potential customers of Smart Rental in the Territory (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and shall do nothing which we consider could be prejudicial to our goodwill or commercial interests;
- 6.1.6. describe yourself in all dealings involving the Services and in all associated advertising and promotional material as “**sales agent**” or “**selling agent**” of Smart Rental;
- 6.1.7. as and when notified by us, attend meetings with us to discuss the marketing, promotion, and selling of the SR Services in the Territory;
- 6.1.8. as and when requested by us, attend trade exhibitions whether organised by Smart Rental or any third parties as we may determine from time to time;
- 6.1.9. keep us fully and promptly informed of conditions and developments in the market in respect of the SR Services in the Territory (whether advantageous or disadvantageous to the us), of competing services and the activities of our competitors in the Territory;
- 6.1.10. inform us promptly of any order or enquiry concerning orders for the SR Services received outside the Territory; and
- 6.1.11. not without prior reference to us (and then only acting strictly on our express instructions) take part in any dispute or commence or defend any court or other dispute proceedings on behalf of us or settle or attempt to settle or make any admission concerning any such proceedings.

## 7. Sale of SR Services

- 7.1. All Contracts for the sale of the SR Services shall be concluded via the Platform by directing new customers to sign up for a User Account (as defined in the Website Terms of Use) whereby through the Platform, the customers can rent computers with us by adding their selected computer(s) to cart and make payment upon checkout. Each purchase of the SR Services made through your exclusive Link shall entitle you to our commission and incentive packages under Clause 9.
- 7.2. The relevant rental plans offered by us in respect of the SR Services are as displayed and published on our website, whereby customers will have the option to select their preferred plan based on the monthly charges displayed on the Platform. You shall familiarise yourself with the relevant rental plans as offered by us on the Platform, and in the event of any changes in the plans, the updated plans thereof.
- 7.3. All contracts for the supply of the SR Services to customers shall be on our standard terms and conditions as specified in our Contract. You shall not, without our prior written consent, make or give any representations, warranties or other promises concerning the SR Services beyond those contained in our Contract.



## 8. Smart Rental's Obligations

- 8.1. To assist you to properly and efficiently discharge your duties under this Agreement, we will supply you, at our own expense, any sales and marketing literature and other documentation and information (in digital or hard copy format) and any market and other support that you may from time to time reasonably require for the purposes of promoting and selling the SR Services.
- 8.2. Where appropriate, we will inform you within a reasonable time if any Contract concluded in respect of a customer introduced by you will not be performed by us, and of the reason for that non-performance.

## 9. Commission, Incentives and Payments

- 9.1. As an SR Registered Agent, there are no minimum sales target imposed on you and you shall be free to appoint your downline sponsors/ sales agents ("**Downline Agents**") to work together with you to carry out the sale of the SR Services. Each Downline Agent shall be required to sign up for or have an existing User Account, accept the terms and conditions of this Agreement as an SR Registered Agent, and purchasing at least one (1) Contract for any one (1) of the SR Services.
- 9.2. You shall be entitled to the commission and incentives for providing the Services, based on the following terms and conditions, provided always that you shall have an existing and on-going Contract in order to qualify for the following commission and incentives:
  - 9.2.1. **Commission:** In the event that any Contract for the supply of the SR Services is concluded between us and any customer through referral from you attributable to your exclusive Link ("**Referred Customer**"), we will, subject to you performing your obligations, covenants and undertakings under this Agreement, pay to you a commission based on the package charges and rental units contracted by the relevant Referred Customer ("**Commission**"). The Commission structure for SR Registered Agent will be annexed as **Appendix A** of this Agreement and available for download from the Platform.
  - 9.2.2. **Monthly Target Incentive:** Notwithstanding that there is no minimum sales target imposed by us on you monthly, in the event that you achieve the monthly sales target published by us on the Platform ("**Monthly Target**") you will be entitled to further incentive ("**Monthly Target Incentive**") for your effort to promote and sell the SR Services based on the monthly target achieved by you in the relevant month. The Monthly Target and Monthly Target Incentive offered by us will be annexed as **Appendix B** of this Agreement and available for download from the Platform.



- 9.2.3. **Group Sales Incentive:** In the event that you have appointed Downline Agent(s), you will additionally be entitled to incentive for the number of Contracts sold or referred by your Downline Agent through their exclusive Link (“**Group Sales Incentive**”). Your entitlement for Group Sales Incentive will be based on the number of Contracts sold by all your Downline Agents in the relevant month. The Group Sales Incentive offered by us will be annexed as **Appendix C** of this Agreement and available for download from the Platform.
- 9.2.4. **Extra Cash Bonus and Extra Group Incentive:** The Monthly Target Incentive and the Group Sales Incentive offered by us are calculated based on point systems known as Smart Rental Point (SRP) and Group Smart Rental Point (GSRP) respectively. As an SR Registered Agent, you will be entitled to promotion in rank in accordance with the SR Agency Structure introduced by us and your promotion will be based on the promotion criteria set by the us. Depending on your rank in the SR Agency Structure, you will further be entitled to extra cash bonus (“**Extra Cash Bonus**”) and extra incentive (“**Extra Group Incentive**”) offered by us upon achieving the relevant monthly group target set by us. The SR Agency Structure and the criteria for promotion will be annexed as **Appendix D** of this Agreement and available for download from the Platform.
- 9.2.5. **Other Incentives:** Smart Rental may, at its discretion, from time to time, offer such additional incentives to you by publishing the incentives on the Platform, subject to such terms and conditions to be determined by Smart Rental.
- 9.3. The aggregate amount of Commission, Monthly Target Incentive, Group Sales Incentive, Extra Cash Bonus, and Extra Group Incentive, if any, payable to you in respect of the relevant month will be computed by Smart Rental, the statement of which will be available for download from the Platform. If any dispute arises as to the amount of commission and/or incentives payable by us to you, the same shall be notified to us within thirty (30) days from the date of the statement and be referred to our auditors for settlement and their certificate shall be final and binding on both parties.
- 9.4. The Commission, Monthly Target Incentive, Group Sales Incentive, Extra Cash Bonus, and Extra Group Incentive, if any, will be payable no later than seventeen (17) days of the beginning of each month upon we receive for immediate value, from or on behalf of the Referred Customer, payments for the supply of the SR Services contracted by the relevant Referred Customer. On the other hand, in respect of the Extra Group Incentive, if any, twenty-five per cent (25%) of the Extra Group Incentive will be payable to you no later than seventeen (17) days of the beginning of the subsequent month and the remaining seventy-five per cent (75%) of the Extra Group Incentive will be payable by way of eighteen (18) monthly instalments no later than seventeen (17) days of the beginning of each subsequent month after the first pay-out. All sums payable under this Agreement are inclusive of any SST or other applicable sales tax, and the commission and incentives shall be paid to you in the same currency in which payment of the charges under the relevant Contract was made.





- 9.5. Notwithstanding the above, in the event you have failed to make subscription payment in respect of the Contracts entered with us for the SR Services, you acknowledge and agree that we shall be entitled to deduct from the commissions and/or incentives payable to you such amount due and owing by you to us, prior to disbursing such commissions and/or incentives to you.
- 9.6. If at any time the SR Services sold by us to a Referred Customer are not, because of our fault, delivered to a Referred Customer, your right to commission and incentives shall apply in relation to the sale of the SR Services as if they had been duly delivered and paid for on the due date for payment of the charges under the relevant Contract entered by the Referred Customer. **10.**

**Advertising and Promotion**

10.1. You shall:

- 10.1.1. be responsible for the advertising and promotion of the SR Services in the Territory and shall have the limited, non-exclusive and revocable license and right to use our trademark for purposes of carrying out advertising and promotion of the SR Services in the Territory, provided that the production and use by you of any advertising materials and promotional literature in relation to the SR Services not provided by us and/or the use of any of our trademark shall be subject to our prior written consent; and
  - 10.1.2. observe all directions and instructions given to you by us in relation to promotion and advertisement of the SR Services, and shall not make any written statement as to the nature or quality of the SR Services without our prior written approval.
- 10.2. For the avoidance of doubt, all advertising and promotional activities relating to the advertising and promotion of SR Services in the Territory shall be carried out in your name, and you shall not in any event represent yourself as acting on behalf of, or as representative or agent (other than as “sales agent” or “selling agent”) of, Smart Rental. We reserve the right to advertise and promote the SR Services in the Territory.

**11. Restricted Activities**

- 11.1. You shall not, either directly or indirectly and whether on your own behalf or on behalf of or in association with any other person and in any capacity whatsoever, for so long as you are appointed as an SR Registered Agent and for a period of one (1) year following the termination of this Agreement:

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- 11.1.1. assist with technical advice any person engaged or about to be engaged in any business which is similar to or competing with the business of Smart Rental engage, be employed, concerned or interested in carrying on in competition with Smart Rental any business which is similar to or competing with the business of Smart Rental or any new areas of business that Smart Rental moves into in the respective territory where Smart Rental operates or carries out its business;
  - 11.1.2. seek to, in competition with the business of Smart Rental (i) procure orders from; (ii) do business with; or (iii) procure directly or indirectly any other person to procure orders from or do business with, any person who is or has been a customer of Smart Rental; and/or
  - 11.1.3. canvass, solicit the custom of or endeavour to the entice away from Smart Rental any person which is a customer or in the habit of dealing with Smart Rental.
- 11.2. Each and every obligation under Clauses 11.1.1 to 11.1.3 shall be treated as a separate obligation and shall be severally enforceable as such. In the event of any obligation or obligations being or becoming unenforceable in whole or in part such part or parts as are unenforceable shall be deleted from this Clause 11 and any such deletion shall not affect the enforceability of all such parts of this Clause 11 as remain not so deleted.
- 11.3. While you acknowledge that the restrictions contained in Clause 11.1 are reasonable in all the circumstances it is recognised that restrictions of the nature in question may fail for technical reasons unforeseen and accordingly, it is hereby agreed and declared that if any of such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of Smart Rental but would be valid if part of the wording thereof were deleted or the periods thereof reduced or the range of activities or area dealt with thereby reduced in scope, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.

## 12. Smart Rental’s Intellectual Property

- 12.1. For purposes of this Clause, “**Intellectual Property**” shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by us, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.





- 12.2. You acknowledge that our rights to the Intellectual Property used in connection with the SR Services and our business and the goodwill connected with that (“**SR Intellectual Property**”) are our property.
- 12.3. You understand and accept that:
- 12.3.1. you are permitted to use the SR Intellectual Property only for the purposes of and during the term of this Agreement and only as authorised by us in this Agreement or otherwise in writing;
  - 12.3.2. other than to that extent, you have and shall have no right to use or to allow others to use the SR Intellectual Property or any part of it. You shall not seek to register any SR Intellectual Property on our behalf without our express written consent;
  - 12.3.3. you shall not use any trademarks, trade names or get-up which resemble our trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;
  - 12.3.4. you shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the SR Intellectual Property; and
  - 12.3.5. you shall make a statement in any advertising material and promotional literature produced by you in connection with the promotion of the SR Services as to the ownership of any relevant SR Intellectual Property used or referred to therein.
- 12.4. You shall notify us of:
- 12.4.1. any actual, threatened or suspected infringement in the Territory of any SR Intellectual Property of which you become aware; and
  - 12.4.2. any claim by any third party of which you become aware that the supply or advertising of the SR Services in the Territory infringes any rights of any other person.
- 12.5. You shall, at our request and expense, take all steps during the term of this Agreement that we may reasonably require to assist us in maintaining the SR Intellectual Property as valid and effective, or to take or defend any court or other dispute proceedings concerning intellectual property matters.

### **13. Duration and Termination**

- 13.1. This Agreement shall become effective upon your electronic acceptance of this Agreement and shall continue to be in full force and effect until and unless terminated earlier in accordance with this Agreement.
- 13.2. Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving you a written notice if:
- 13.2.1. you commit a breach of any term of this agreement which breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;



- 13.2.2. you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement;
  - 13.2.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction;
  - 13.2.4. you (being an individual) are the subject of a bankruptcy petition or order;
  - 13.2.5. you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of the Services or your obligations under this Agreement; or
  - 13.2.6. we cease to supply the SR Services.
- 13.3. Notwithstanding and without prejudice to Clause 13.2.1 to 13.2.6, this Agreement may be terminated by mutual agreement between the parties, or by either party providing a one (1) month's written notice to the other party purporting to terminate this Agreement, upon which your access to the relevant portal on the Platform will be restricted, and you will be restricted from providing the Services (including if necessary, to delete or suspend your User Account with us).
- 13.4. For the avoidance of doubt, any suspension of your User Account for any reason does not amount to a termination of this Agreement and all provisions in this Agreement shall remain enforceable by and against the parties.

#### **14. Consequences of Termination**

- 14.1. The parties shall have no further obligations or rights under this Agreement after termination or expiry of this Agreement. Nevertheless, termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination of this Agreement, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination.
- 14.2. On termination of this agreement:
- 14.2.1. you shall cease to promote, market, advertise or sell the SR Services;
  - 14.2.2. you shall immediately cease to describe yourself as our SR Registered Agent and cease to use any of the SR Intellectual Property;
  - 14.2.3. you shall at your own expense within fourteen (14) days return to us all advertising, promotional or sales material relating to the SR Services then in your possession, or otherwise dispose of the same as we may instruct; and
  - 14.2.4. you shall have no claim against us for indemnification or compensation, whether for loss of income, loss of agency rights, loss of goodwill or any analogous loss.



- 14.3. On termination of this Agreement, the provisions of Clause 9 shall continue in force in relation to all sales of the SR Services where the sale has been concluded before the date of termination.
- 14.4. On termination of this Agreement, Clauses 11, 12.2, 12.3 and 18 shall continue in force and survive the termination of this Agreement.

**15. Breaches by Sales Agent**

If you breach any of the terms of this Agreement, or if we have reasonable grounds to believe that you are in breach of any of the terms of this Agreement, we shall have the right to take such disciplinary actions as we deems appropriate, including without limitation: (i) suspending or terminating your User Account and any and all accounts determined to be related to such User Account in our sole discretion without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) cancel any transactions associated with your User Account and user ID (iii) temporarily withhold any commissions and/or incentives and/or (iv) any other corrective actions, discipline or penalties as we may deem necessary or appropriate in our sole and absolute discretion.

**16. Limitation of Liability**

- 16.1. Nothing in this Agreement shall limit or exclude the liability of either party for:
  - 16.1.1. fraud or fraudulent misrepresentation; or
  - 16.1.2. any matter for which it would be unlawful to exclude or restrict liability.
- 16.2. Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss arising out of the lawful termination of this Agreement or any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- 16.3. Neither party may benefit from the limitations and exclusions set out in this Clause in respect of any liability arising from his deliberate default.

**17. Indemnity**

You agree to indemnify, defend and hold harmless and keep indemnified, defended and held harmless Smart Rental and its licensors, officers, partners, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable advocates and solicitors’ fees, arising from or relating to any negligence, misconduct or breach by you or your employees or agents in performing your obligations under this Agreement.



## 18. Confidential Information

- 18.1. You acknowledge and agree that you may have access to or may be exposed to, directly or indirectly, Confidential Information concerning the business, affairs, customers, clients or suppliers of Smart Rental.
- 18.2. **“Confidential Information”** means any confidential, proprietary or other non-public information disclosed by or on behalf of Smart Rental to you, whether disclosed verbally, in writing, or by inspection of tangible objects, and includes anything which we designate as being proprietary or confidential or of which you should reasonably know that it should be treated as confidential.
- 18.3. You, as the recipient of such Confidential Information, acknowledge and agree that: (a) all Confidential Information shall remain the exclusive property of Smart Rental; (b) you shall not use Confidential Information for any purpose except in furtherance of or to exercise your rights and perform your obligations under or in connection with this Agreement; (c) you shall not disclose the Confidential Information to any third party except as may be required by law, or the disclosure is to be made to a court of competent jurisdiction or any governmental or regulatory authority, provided that prior to such disclosure you shall consult with us to limit the disclosure; and (d) you shall return or destroy all Confidential Information upon the termination of this Agreement or at our request.

## 19. Privacy and Personal Data

- 19.1. You acknowledge that we may disclose Personal Data of customers and other individuals to you in the course of your performance of the Services. You represent, warrant and agree that you shall use, disclose, store, retain or otherwise process Personal Data of other individuals disclosed to you solely for the purpose of performing your duties and obligations under this Agreement. You shall maintain the accuracy and integrity of any Personal Data provided to you by us and in your possession, custody or control. **“Personal Data”** means personal data as defined in the Personal Data Protection Act 2010, Malaysia.
- 19.2. You agree and consent to Smart Rental using and processing your personal information as set out in our Privacy Policy at <https://smartrental.my/privacy-policy/>, as amended from time to time.

## 20. General

- 20.1. **Force Majeure.**



- 20.1.1. You acknowledge and agree that we have no control over the availability of the Platform on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto. We are not responsible or liable for failure or delay of performance caused by act of war, hostility, or sabotage; act of God; act of governmental authority; electrical, internet or telecommunication shortage or outage; interruption or failure of telecommunication or digital transmission links; ransomware attacks; hostile network attacks; network congestion; national, state, or local government restrictions or intervention; pandemic, epidemic, diseases, medical outbreak or any other event that is beyond our reasonable control, whether foreseeable or not (“**Force Majeure Event**”).
- 20.1.2. Where the access to the Platform are interrupted or we are unable to perform the services offered on the Platform for a continuous period of more than twenty-one (21) calendar days by reason of a Force Majeure Event, either party shall have the right to terminate this Agreement.
- 20.2. **Assignment.** You may not assign, transfer or sub-contract any of your rights and obligations under this Agreement to any other person without our prior written consent. We may assign, transfer or sub-contract all or any of our rights and obligations under this Agreement at any time without your consent to:
- 20.2.1. our subsidiary or related/affiliated company;
- 20.2.2. an acquirer of our equity, business or assets; or
- 20.2.3. a successor by merger.
- 20.3. **Invalidity and Severability.** If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then:
- 20.3.1. such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
- 20.3.2. the remaining provisions of this Agreement shall remain in full force and effect; and
- 20.3.3. the parties shall use their respective best endeavours to negotiate and agree a substitute provision which is valid and enforceable and achieves to the greatest extent possible of the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.



- 20.4. **Waiver.** If a party waives any right under this Agreement, it must be done in writing. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. A waiver of a breach of a term in this Agreement does not operate as a waiver of another breach of the same term or any other term in this Agreement.
- 20.5. **Equitable Remedies.** You acknowledge that the rights granted, and obligations made under this Agreement to us are of a unique and irreplaceable nature, the loss of which shall irreparably harm us, and which cannot be replaced by monetary damages alone. As such, we shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.
- 20.6. **Disputes.** In the event of any dispute which arises in relation to this Agreement, the parties shall negotiate in good faith to attempt to resolve the dispute amicably and promptly. If the parties fail to resolve the dispute within thirty (30) days of either party giving a notice to the other party to resolve the dispute, the dispute shall be resolved in accordance with Clause 20.7.
- 20.7. **Governing Law and Jurisdiction.** This Agreement is governed by, and construed in accordance with, the laws of Malaysia. The courts of Malaysia are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.
- 20.8. **Entire Agreement.** This Agreement, our Website Terms of Use, Privacy Policy and other agreements, policies and rules posted on the Platforms constitute the entire agreement between you and Smart Rental and supersede all prior or contemporaneous understanding and agreements, whether written or oral. This Agreement creates no third party beneficiary rights.
- 20.9. **Electronic Communication.** For contractual purposes, you consent:
- 20.9.1. to receiving communications from us in an electronic form via the last email address you have submitted to us; and
  - 20.9.2. that any terms and conditions, agreements, policies, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.
- Notice will be deemed given twenty-four (24) hours after:
- 20.9.3. the e-mail is sent to the last email address that you have provided to us; or
  - 20.9.4. the notice is posted on the Platform.
- For the purposes of this Agreement, any notice sent to us shall be sent by way of email to [info@smartrental.my](mailto:info@smartrental.my), the notice of which will be deemed given twenty-four (24) hours after the email is sent to our email address as stated in this Clause 20.9.





## 21. Copyright and Trademark Information

Copyright © 2022 Smart Rental. All trademarks, logos and service marks (“Marks”) displayed on the Platforms are our property or the property of other third parties. Save and except where expressly permitted in this Agreement, you are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.



**Appendix A**

**Individual Sales Commission Structure**

(Note: Applicable for all SR registered Agents)

Each sale of Contract to a Referred Customer will entitle the SR Registered Agent with one (1) month free rental of his/her own existing Contract with Smart Rental as his/her Commission.

Eg:



**01**

**Sales Commission : 1 Month Rental**

Rented out a RM87/month SR plan, Get RM87 instantly.

Package Price (24months)	RM87/month	RM118/month
Rental 1 unit	Commission Earned	Commission Earned
1	RM87	RM118
2	RM174	RM236
5	RM435	RM590
10	RM870	RM1,180
20	RM1,740	RM2,360

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**Appendix B**

**Monthly Target/ Monthly Target Incentive**

Each SR Registered Agent will be awarded with one (1) SRP for each sale of Contract to a Referred Customer. If the total number of SRP collected by the SR Registered Agent reaches Smart Rental’s monthly targets, the SR Registered Agent will be entitled to the corresponding cash incentive, as shown in the table below:



**02 Monthly Target Incentive (Personal)**

Personal Sales Incentive Rental 1 unit = 1 SRP

SRP	Amount
3	RM250
5	RM650
10	RM1,500
20	RM2,500
30	RM4,000
40	RM5,500
50	RM7,500
80	RM12,500
100	RM15,000

**Example A**

**01**  
Sold 10 units/month  
Sales Commission = RM870  
**02**  
Sold 10 units/month  
Monthly Target Incentive = RM1500

**03**  
Total Income  
RM870 + RM1,500 =  
**RM 2,370**

**Example B**

**01**  
Sold 50 units/month  
Sales Commission = RM4,350  
**02**  
Sold 50 units/month  
Monthly Target Incentive = RM7,500

**03**  
Total Income  
RM4,350 + RM7,500 =  
**RM 11,850**



**Appendix C**

**Group Sales Incentive**

Each SR Registered Agent will be awarded with 0.5 GSRP for each sale of Contract by his/her Downline Agent to the relevant Referred Customer. If the total number of GSRP collected by the SR Registered Agent reaches Smart Rental’s monthly targets, the SR Registered Agent will be entitled to the corresponding cash incentive, as shown in the table below:

**SMART RENTAL**

SmartRental  
**Entrepreneurial Partnership Program Briefing Session**

**03 SmartRental Leader Program Pay Plan**

**Group Sales Incentive** Rental 1 unit = 0.5 GSRP

GSRP	Amount
3	RM250
5	RM650
10	RM1,500
20	RM2,500
30	RM4,000
40	RM5,500
50	RM7,500
80	RM12,500
100	RM15,000

**A Team Subscription Sales**

1 unit sold by your agent = 0.5 GSRP  
10 unit sold by your agent = 5 GSRP

**Agents Under you:**

**10 Agents, each of them sell 10 units**

10 Agents X 10 Units X 0.5 GSRP  
= 50 GSRP

**RM7,500**

\*Each Agent have to sell 5 Units to be eligible for group sales incentive

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## Appendix D

### Extra Cash Bonus/ Extra Group Incentive

Note: Reference to “**Group**” herein refers to the group consisting of such qualified SR Registered Agent and his/her Downline Agents (and their other Downline Agents)

#### Smart Leader Monthly Target Extra Cash Bonus (Applicable for Smart Leader Only) :

- Monthly Group new sales 150 unit, RM1500 Cash Bonus
- Monthly Group new sales 200 unit, RM2700 Cash Bonus
- Monthly Group new sales 300 unit, RM4500 Cash Bonus

#### Smart Manager Monthly Target Extra Cash Bonus (Applicable for Smart Manager Only) :

- Monthly Group new sales 1000 unit, RM6,000 Cash Bonus
- Monthly Group new sales 1500 unit, RM9,000 Cash Bonus
- Monthly Group new sales 2500 unit, RM20,000 Cash Bonus

#### Smart Manager Extra Incentive:

- 1% of the total sales collection from his/her total Group sales.
- 0.5% of the total sales collection from his/her direct sponsor manager’s total Group sales.

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