

## DEALER SIGNAGE INSTALLATION AGREEMENT

This agreement is dated \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ and mutually agreed by XOX Mobile Sdn Bhd, having its business address at Lot 8.1, 8<sup>th</sup> Floor, Menara Lien Hoe, No.8, Persiaran Tropicana, Tropicana Golf & Country Resort, 47410 Petaling Jaya, Selangor Darul Ehsan. (hereinafter referred to as "**XOX**") and \_\_\_\_\_ of (address)

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(hereinafter referred to as "**Dealer**" and "**Approved Site**").

And Dealer by signing the acceptance of this Agreement, shall be deemed to have accepted and agreed in accordance with the terms and conditions as follows:

### 1.0 THE PURPOSE AND OBJECTIVES

The purpose of this agreement is to formalize the dealer's request to install ONEXOX signage and approval from XOX by allowing Dealer to install signage at the Approved Site.

The objectives of the installation of signage are as follows:

- 1.1 Create brand awareness of XOX to the public;
- 1.2 To recognize as an authorized Dealer for XOX;
- 1.3 Create good relationships among Dealer and XOX; and
- 1.4 Easily identifiable of the brand and services.

### 2.0 DURATION OF INSTALLATION

- 2.1 The signage must be placed on the approved site for at least **TWELVE (12) MONTHS** starts from the date of installation ("Installation Period") with minimum sales target of **50 activations with RM10 recharge per activation per month.**
- 2.2 XOX will subsidy RM500.00 E-Recharge to dealer upon installation of the signage provided the dealer had hit the monthly target set per Clause 2.1.

### 3.0 REMOVAL OF SIGNAGE

- 3.1 In the event, if Dealer intend to uninstall the signage during the installation period as stated in clause 2.1, XOX reserves the right to claim for the RM5,000.00 compensation for the losses caused by Dealer, if any.

### 4.0 COST

In the event if there is any damage on the signage which is caused by natural caused or unforeseen events beyond its control such as earthquakes, lighting and other "act of God" as well as uncontrollable events such a war or terrorist attack during the installation period as stated in clause 2.1, XOX shall bear the reasonable cost incurred.

- 4.1 Dealer shall bear the cost of repairing the signage in the event if there is any damage on signage as a result of carelessness or intentionally caused harm by the Dealer during the installation period as stated in clause 2.1.
- 4.2 In the event if there is any penalty in respect of non-renewal of license after the installation period as stated in clause 2.1 under the Regulations of Malaysia, the Dealer shall be responsible to settle the penalty and XOX shall not be liable, on conviction or to a fine, if any.
- 4.4 XOX shall bear the cost of applying for a license and approval from relevant authorities to install the Signage for the first year and thereafter Dealer shall bear the cost of license renewal.

## **5.0 PERFORMANCE REVIEW**

- 5.1 XOX shall have the rights to review the performance of sales target as agreed by both parties. XOX reserves the absolute right to either suspend and/or terminate this agreement if the Dealer failed to meet the agreed sales target.

## **6.0 DEALER'S OBLIGATION**

- 6.1 The dealer shall be responsible for checking the signage on installation and must report any fault or defects in signboard installation immediately. XOX will not be responsible for any intentional harm/negligence on the part of the Dealer. The dealer shall indemnify XOX in respect of any loss, damages, costs (including reasonable legal fees) expenses and any other claim arising out of any breach by the dealer.
- 6.2 Dealer shall agree to accept the signboard artwork and refrain from making any comments, amendments which may be deemed demeaning or prejudicial in nature in relation to maintaining the good image of the company.

## **7.0 TERMINATION**

- 7.1 XOX reserves the absolute right to either suspend and/or terminate this agreement at any time if XOX had found the dealer is dealing with any fraudulent or misrepresentation activities which it would be illegal or unlawful during the installation period as stated in clause 2.1.

## **8.0 EXCLUDE LIABILITY**

In no event shall XOX be liable for any indirect, special, consequential, or incidental damages, however caused, including, without limitation, any damages arising out of the use of signage and any illegal activities carried out by the dealer.

## **9.0 GENERAL**

- 9.1 XOX reserves the right to review, amend, add, or vary any of the terms and conditions of this agreement from time to time as XOX's deems fit without assigning any reasons whatsoever and Dealer shall be bound by such amendments, addition or variation of the terms and conditions.



9.2 Dealer shall be responsible for the use of the Signage and shall be liable for claims of any damages, loss, injury or death suffered by XOX or any third party arising from or in connection of the use of the Signage.

Signature & Company Stamp  
**On behalf of XOX Mobile Sdn Bhd**

Signature & Company Stamp  
**On behalf of Dealer**

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 Name :  
 NRIC :  
 Date :

.....  
 Name :  
 NRIC :  
 Date :