

E PLANET TRADE MALAYSIA
(Wholly owned by SMI SME Tradelink Sdn Bhd)
Memorandum of Membership Arrangements and Operating Rules and Regulations which apply with effect from 23 June 2004

1 Preamble

The terms of this Memorandum constitute a Contract between SMI SME Tradelink Sdn Bhd, ("E Planet Trade") and any member ("the Member") who has applied for membership and whose membership application has been accepted. E Planet Trade has issued and will from time to time issue certain trade ringgit to be known as E Planet Trade Ringgit ("trade ringgit") and the Member agrees that this Memorandum will regulate and govern the terms of business between E Planet Trade and the Member and between the Member and any other Members of the E Planet Trade exchange relative to the trade ringgit.

1.1 Trade Ringgit

Trade ringgit are a medium of exchange between businesses and individuals who wish to exchange goods and/or services with other Members of that exchange. Trade ringgit are not redeemable in cash, in part or in whole; nor can they be sold or exchanged in part or in whole for cash.

1.2 E Planet Trade

E Planet Trade is the trade exchange ("the trade exchange") Manager or Administrator responsible for carrying out the functions set out in this document.

2. What E Planet Trade Will Do

2.1 E Planet Trade will be responsible for the following:-

- a. The organisation, maintenance, record-keeping and administration of the trade exchange.
- b. Assisting Members to trade amongst themselves using the trade ringgit.
- c. Producing and maintaining from time to time a trade directory of services offered by Members.
- d. Issuing monthly (or such other period as E Planet Trade shall consider appropriate from time to time) statements of account activity to Members.

2.2 E Planet Trade may also at its discretion offer further additional services as follows:-

- a. The sale of products or services of Members on such terms as it shall from time to time agree with each Member.
- b. The appointment of Licensees, Agents or Sub-Agents to expand the trade exchange on such terms as E Planet Trade shall consider appropriate.
- c. The resolution of disputes amongst Members involving the use of trade ringgit.

3. What the Member Will Do

Each Member must:-

- a. Sell its normal goods and/or services for trade ringgit at the normal prevailing prices and on the same priority given cash customers but the Member may at its discretion exclude items at special prices and may at its discretion charge part cash in respect of goods and/or services.
- b. Pay the membership fees and other charges set out in this Agreement.
- c. Pay all taxes, duties and charges on each transaction including (but without limiting the foregoing) all goods and services tax, company tax, income tax and stamp duties.
- d. Make its customers aware of the membership of the trade exchange.
- e. Comply in all respects with the terms of this Memorandum.
- f. Identify themselves to the seller as an E Planet Trade member prior to negotiating a transaction.
- g. Conform to the Trade Guidelines issued by E Planet Trade from time to time.
- h. Submit an Intention to Trade Agreement at least 24 hours prior to the finalisation of any transaction involving real estate or E Planet Trade Ringgit 3000 and above.

4. Transactions

E Planet Trade will from time to time issue transaction instructions to Members as to the requirements to complete a valid transaction. These instructions will vary depending on the nature and amount involved in the transaction. They will also vary as E Planet Trade embraces the benefits of new technology and Internet access. The member will abide by and adhere to such instructions and requirements as are current at the time of each transaction.

5. Fees and Charges

The Member agrees to pay E Planet Trade the following fees and charges (in Malaysian Ringgit) in connection with the services provided by E Planet Trade and the administration of the trade exchange,

- a. Subject to the terms of sub-paragraph (b) hereof a transaction fee for each transaction calculated at the rate of 4.5% (or such other percentage as E Planet Trade shall determine from time to time) of the number of trade ringgit. The transaction fee is payable by the purchaser (or user of the trade ringgit) of goods or services in each case and is payable at the time of the use of the trade ringgit.
- b. A transaction fee equal to 5% (or such other percentage as E Planet Trade shall determine from time to time) of the E Planet Trade Ringgit portion of any real estate transaction or any contractual transaction which involves the use of E Planet Trade Ringgit 3000 or above is payable.
- c. A stationery fee of RM5.50, payable monthly, unless E Planet Trade receives notification from Member that they will obtain statements of account and updated E Planet Trade Membership Directory via online facilities.
- d. An international transaction (that is a transaction across international borders or one using more than one currency) fee of an additional 1% is charged on the E Planet Trade Ringgit component of all international transactions. This fee covers costs and charges associated with an international transaction and is paid by direct debit from the member's nominated bank account or credit card.
- e. A membership fee of the sum of RM498.00 payable on joining.

6. Continuing Membership

Ownership of the E Planet Trade membership account resides with the member. The following conditions apply.

- a. The Member will continue to be a Member of the trade exchange until the Member gives notice of termination to E Planet Trade or E Planet Trade gives notice of termination to the Member, which said notice E Planet Trade is entitled to give on any one of the grounds as set out in paragraphs D or E hereinbelow.
- b. The Member may not suspend trading within the Trade Exchange without the written permission from E Planet Trade where the Member owes any outstanding fees or charges to E Planet Trade.
- c. E Planet Trade may give notice to the Member in the event that any fees and charges outstanding are unpaid for a period of 7 days or if the Member in any other material way fails to adhere to the terms of the Memorandum.
- d. E Planet Trade may terminate a membership in the event of the Member becoming insolvent going into liquidation or administration or being declared bankrupt or becoming involved in any quasi bankruptcy arrangement with its creditors, or in the event of the Member breaching the terms of these Rules and Regulations or of any other agreements or arrangements entered into between the member and E Planet Trade.
- e. E Planet Trade may terminate a membership in the event of E Planet Trade becoming aware of, or believing, the Member is using the membership for unlawful purposes or to the detriment of E Planet Trade and/or its other Members. This decision will be at the sole discretion of E Planet Trade.
- f. Reinstatement of former members is at the discretion of E Planet Trade.
- g. Termination of membership will not affect the liability of a member or former member for any outstanding fees or charges or any other sums due to E Planet Trade.

7. General

7.1 E Planet Trade may vary the terms of this Memorandum and these Rules and Regulations from time to time provided that E Planet Trade shall give notice to Members accordingly. Such notice shall be deemed to be given when such changes are posted on E Planet Trade's Internet site. The information posted on this site will be considered to be the true and accurate representation of the Rules and Regulations governing the E Planet Trade Exchange. All such variations will be binding on the Members except in so far as they are patently inconsistent with the basic terms of the trade arrangement and these Rules and Regulations:

7.2 All contractual arrangements between Members are the responsibility of the contracting parties and E Planet Trade shall have no responsibility in relation thereto:

7.3 E Planet Trade may, in the event of any disputes arising between members in relation to the passing of Trade Ringgit or in connection with any other matter whatsoever and howsoever arising concerning a transaction held within the trade exchange, at the request of the disputing members concerned, act as the sole and absolute arbitrator to determine the dispute in which event the decision of E Planet Trade shall be final and binding provided always that E Planet Trade shall not so act in the event that E Planet Trade does not receive an unanimous request from the disputing members so to do and further provided always that E Planet Trade shall not be held responsible or liable in any way whatsoever in relation to the dispute concerned.

7.4 Members will abide by the terms of all applicable legislation and legal requirements in relation to the operation of their businesses and transactions involving trade ringgit.

7.5 E Planet Trade may from time to time designate more than one type of trade ringgit account and may place reasonable requirements and restrictions on the operation of each type of account provided the member has been informed of this prior to the relevant account being established.

7.6 E Planet Trade may collect information about the member from time to time and may retain and store that information in manual or computerised records. Such information may consist of the information provided on the membership application form and any other information which E Planet Trade considers relevant about the member and such information may be updated from time to time. Such information may be published by E Planet Trade (electronically or in any document) but only such information as is relevant to the business of the member may be published. E Planet Trade may also disclose such information to related parties and their advisers. Members may access details of all information held by making written request to E Planet Trade.

In the event of a dispute arising between E Planet Trade and a member, the said dispute shall first and foremost be resolved vide bona fide negotiations, failing which, the said dispute shall be referred to mediation by one mediator of the bar council mediation center appointed by agreement between the parties or in default of agreement nominated on the application of either party by the bar council. The Laws of Malaysia will apply to the terms of this Memorandum and to the arrangements between the parties and The Courts of Malaysia will have jurisdiction in relation to any disputes that may arise from the terms of this Memorandum.

Last updated: 23 June 2004



E Planet Trade Malaysia

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Email: hqmsia@eplanettrade.com Web: http://www.eplanettrade.com

No:

Licensee Area:

APPLICATION FOR MEMBERSHIP

Tick one of the following:

- ☐ Company
☐ Partnership
☐ Sole Trader
Company No.

Company/Registered Name

Trading As

Phone Fax

Primary Business Location

City State Postcode

Mailing Address

City State Postcode

DIRECTORS'/PROPRIETORS' DETAILS

Full Name:

Position: DOB:

Identity Card No:

Mobile:

Home Phone No:

Home Address:

Full Name:

Position: DOB:

Identity Card No:

Mobile:

Home Phone No:

Home Address:

EMAIL:

(If an email address is not supplied, a monthly stationery fee will apply)

ACCOUNT PIN:

(Necessary to identify member when making account enquiries by phone)

Number of Membership Cards Required:

(A charge applies for each extra card ordered)

WEBSITE:

DIRECTORY INFORMATION (Please provide up to 4 category descriptions for all product and/or services available for inclusion in the Membership Directory)

Business can trade internationally: ☐ Yes ☐ No

MEMBERSHIP FEE

RM 498 received by:

(GST Inclusive) E Planet Trade Malaysia Sales Representative

☐ Visa ☐ M/Card ☐ B/card ☐ AMEX ☐ Cheque ☐ Cash

Credit Card No
.....

Expiry Date
.....

Name.....

I authorise SMI SME Tradelink Sdn Bhd. or their appointed agent to debit my account for the above membership fees.

Signature.....

TRANSACTION FEES

☐ Visa ☐ M/Card ☐ B/card ☐ AMEX

Credit Card No
.....

Expiry Date
.....

☐ Direct Debit form attached

I authorise SMI SME Tradelink Sdn Bhd. or their appointed agent to debit my nominated account for my monthly cash fees as and when then become due.

Name.....

Signature.....

APPLICANT STATEMENT: The applicant acknowledges having received a copy of the Rules and Regulations which set out the terms which apply to membership of the trade exchange. The applicant acknowledges that these Rules and Regulations may be altered from time to time. The applicant agrees to abide by these Rules and Regulations and to indemnify the exchange and the exchange operator from and against any loss caused by failure to do so. The applicant acknowledges that membership of the exchange does not commence until acceptance documents are issued by the exchange. The applicant consents to the exchange and the exchange operator (a) keeping and retaining a database and records of the information supplied in this application and any further personal or business information provided by the applicant in the future, and (b) to the disclosure of any such information on the website of the exchange and to the disclosure by the exchange to any entities associated with the exchange and for the purposes of marketing the exchange or the applicant's membership of the exchange.

Name Position Date

Print Name

Signature

Approved by E Planet Trade officer

This application is not accepted until approved by an officer of SMI SME Tradelink Sdn Bhd.

Member Account No:	Member Username	Facility Form attached <input type="checkbox"/>	Processed by	Date Processed
		Approved Amount:		