

STOCKIST AGREEMENT

THIS STOCKIST AGREEMENT is made on _____
BETWEEN: _____
NRIC No: _____ having residential address at _____

(hereinafter referred to as the STOCKIST) and (ADAMAYA MARKETING SDN BHD (Co.No: 864743-H)) having its current business address at 1st floor, No. 64, Jalan TSB 9, Taman Industri Sungai Buloh, 47000 Sungai Buloh, Selangor, Malaysia. (Hereinafter referred to as the COMPANY) WHEREAS the Second Party will appoint the First Party as an authorized Stockist of ADAMAYA MARKETING SDN BHD to market its range of products at the business premises located at _____

NOW, THEREFORE, IT IS AGREED as follows:

1) RULES AND REGULATIONS

The STOCKIST shall always adhere by the Rules and Regulations set by the COMPANY.
The STOCKIST shall also abide and follow all the operation policies set in the Stockist Manual which may be revised from time to time by the COMPANY.

2) UPKEEP AND MAINTENANCE

The COMPANY may require the STOCKIST at the expense of the STOCKIST to ensure that the premises (if any) are improved, refurbished, maintained and kept clean at all time in the manner satisfactory to the COMPANY.

3) DEPOSIT & CONSIGNMENT PERIOD

- a) A deposit of RM50,000 or as determined by the COMPANY has to be made by the STOCKIST to the COMPANY latest upon signing of this Agreement or any other date so decided by the COMPANY.
- b) COMPANY will consign products worth RM75, 000 to the STOCKIST or 1.5 times the deposit as decided by the COMPANY.
- c) STOCKIST is required to be in operation for at least 6 months from the date the agreement has been signed. Early termination initiated by the STOCKIST is not allowed.
- d) Stockists shall only purchase products directly from Company HQ.

4) OPERATIONS

The STOCKIST shall operate and carry out the business strictly in accordance with the rules and regulations of the COMPANY.

5) RIGHTS OF INSPECTION

The STOCKIST shall permit the COMPANY, its employees, agents or representatives, with or without prior appointment to visit the premises (if any) and carry out physical stock check and inspection of records whenever necessary.

6) PRODUCTS AND MARKETING MATERIALS

- a) The STOCKIST must display the products at prominent location and in a manner satisfactory to the COMPANY.
- b) All members' kit and other marketing materials delivered to or held by the STOCKIST on behalf of the COMPANY shall remain the sole and absolute property of the COMPANY.
- c) Stocks or goods of the STOCKIST are at the total responsibilities of the STOCKIST.
- d) The STOCKIST must insure all the stock (if any) in their premises at their own expenses.
- e) The COMPANY shall not be liable for any losses, expenses, damages incurred or suffered by the STOCKIST resulting from non-availability or late delivery of products.
- f) All products delivered shall be stored at such locations and under such conditions as may be approved by the COMPANY on the premises or elsewhere.
- g) COMPANY has the right to remove any slow moving products from the list, with one month notice.

7) DELIVERY TERMS

The STOCKIST shall inspect all products supplied on delivery and shall report any discrepancies within two (2) days of delivery and return the defective products if any within eight (8) days after reporting. Failures to do so, all products delivered are deemed to have been delivered in good and merchantable conditions. Except as provided above, all risks thereof, including without limitation, tampering, theft loss or damage to the product supplied shall be borne by the STOCKIST.

8) CASH COLLECTION

a) Payment has to be made in Cash or On-line Bank In into the COMPANY's account. Details of the bank account at the current moment are as follows.

ADAMAYA MARKETING SDN BHD Maybank A/C no : 5-62759-11099-6

b) For payment via On-line Bank In, the sales report must be submitted together with the bank in slip.

c) All payments for order of member's kit are to be remitted to the COMPANY. Orders without payment will not be processed.

d) Payments must be prompt and any withholding or late submission shall be deemed as a breach of trust resulting in the withholding of all commission or products due to the STOCKIST.

e) Clearance of all payment must be confirmed before any further transaction can be forwarded by the STOCKIST.

f) The COMPANY reserves the right to impose any credit limit to the STOCKIST if the need arises.

g) The STOCKIST guarantees the COMPANY for the full payment of any amount due to the COMPANY.

9) WEEKLY REPORTS

The STOCKIST shall:

a) Maintain an accurate and true record of all gross sales and purchases made in each month.

b) Prepare and promptly submit to the COMPANY.

I) A weekly sales report

II) A weekly report on new distributors (names and username written correctly and clearly on the Product Order Form and Membership Submission Summary).

Subject to the term 9 a) and b), all sales report must reach the company on or before third of the following month. In the event the third (3rd) day is a holiday then the deadline will be extended to the following working day.

Sales reports submitted after the stipulated period will be deemed and confirmed as the following month's sales.

10) LOSS AND DAMAGES

The STOCKIST shall reimburse to the COMPANY in full for cash collection and for the products or member's kit at cost equivalent to the member price value in the event of the following:-

a) Damaged or loss of stocks resulting from theft, fire, floods, negligence or any other reason not stated.

b) Loss, damaged to any other properties belonging to the COMPANY which were consigned to the STOCKIST for whatever reasons.

c) Loss or short of cash collection while in the custody of the STOCKIST.

d) And credit sales granted to distributors or customers.

11) ADVERTISING AND PROMOTIONAL ACTIVITIES

a) The STOCKIST will participate in all advertising and promotional activities as directed by the COMPANY and shall fully cooperate with the COMPANY.

b) The STOCKIST is not allowed to conduct any advertising and promotion on their own without prior approval from the COMPANY.

c) If STOCKIST run their own promotion, STOCKIST should not make unrealistic products and income claims to the public.

12) MONTHLY COMMITMENT AND COMMISSION

a) In order for the stockist to enjoy the monthly commission, stockist has to fulfil the monthly commitment as stated:

1. In operation at the current premises
2. Supporting local community for daily activities
3. Monthly sales of RM12,000 or above, COMPANY may review for different case basis

b) STOCKIST commission will be calculated based on 10% of the products PV (point value).

13) NON-COMPETITION

The STOCKIST agrees and undertakes that:-

a) Not to conduct or permit any other direct selling or competitors business at their premises.

b) Not to carry out any other business without the prior written consent of the COMPANY.

c) Shall not be distributor of any other Direct Selling companies directly or indirectly without written consent of the COMPANY.

d) All business documents issued by the STOCKIST (as may be determined by the COMPANY) shall be on behalf of the COMPANY and shall be for the purpose of sales of ADAMAYA products only. The STOCKIST shall not in any way use such documents for any purpose other than authorised by the COMPANY and fully aware that any misuse of such documents is a wrongful act and may also constitute criminal offence punishable by law.

The COMPANY has the right to claim any damages or loses incurred arising from the misuse of such documents.

e) Shall not stock, promote or sell any other products similar or may be in competition to the ADAMAYA products.

14) TERMINATION OF AGREEMENT

The termination of this agreement is subject to the followings:-

a) In the event of termination of this agreement by either party, a written notice of thirty (30) days is to be given in advance.

b) The STOCKIST fails to acquire and commence the business within a period of one (1) month from the date of this Agreement.

c) The STOCKIST fails to pay when due any amount which is to be paid to the COMPANY.

d) For a breach of contract by the STOCKIST, the COMPANY reserves the right to cancel or withdraw the appointment of Stockist from the STOCKIST with immediate effect.

e) Without prejudice to any remedy which may have been made by the STOCKIST for the breach or non-performance of this Agreement, the COMPANY shall have the right to terminate the appointment of the STOCKIST as Stockist.

f) The STOCKIST fails to operate the business in accordance to the specification of the COMPANY.

g) The STOCKIST shall become insolvent by reason of its inability to pay its debts as they fall due.

h) The STOCKIST gives to the COMPANY any false or misleading information or makes any misrepresentation and engages in any conduct prejudicial to the business in the opinion of the COMPANY.

i) The COMPANY shall be entitled to enter upon the premises or other location where the products or other goods are stored and may retake possession in the event of termination of this Agreement if the need arises.

j) The stockistship is not transferable and non assignable whether directly or indirectly to any third party.

k) Upon termination of this Agreement for any cause or by any means whatsoever, the STOCKIST shall not thereafter either personally or by agent or by letters / circulars or advertisement whether on behalf of any other person / firm or solicit orders from or in any way interfere with any person or company who has been a customer of the COMPANY.

l) Upon termination for whatever reason stated above the STOCKIST must immediately return all unpaid products, if any, or materials belonging to the COMPANY.

15) EXCHANGE & RETURN POLICY

- a) STOCKIST is not allowed to return products and request for refund of deposit WITHIN the minimum consignment period.
- b) Upon fulfilling the minimum consignment period, STOCKIST may request to return the unsold stocks and request for refund of the equivalent amount.
- c) STOCKIST may request for exchange of unsold products (in good condition) within 30 days of the initial delivery of the products to STOCKIST from the COMPANY. Exchange of products after 30 days of delivery are strictly not allowed.

16) GEOGRAPHICAL SCOPE

- a) Subject to this agreement, the right is granted to the STOCKIST to operate and carry on the business at the appointed location.
- b) Should the need arise or the STOCKIST is unable to meet the target, another stockist will be permitted to carry out business at that area.
- c) Any relocation of stockist centre is subject to the approval of the COMPANY and the request must be submitted to the COMPANY two (2) months in advance.
- d) General Guild line for the territory of each STOCKIST is not more than ONE Stockist within a diameter of 50KM in each area.

17) PERSONAL GUARANTEE

The STOCKIST is required to sign a personal guarantee to indemnify the COMPANY and guarantees payment for any amount due to COMPANY.
 Should there be any conflict or misunderstanding arising out of any legal terms and interpretation as spelt out in other languages, the English version of Agreement shall constitute to be legal and final.

IN WITNESS WHEREOF, BOTH PARTIES HAVE HERETO AND HEREUNTO SET THEIR HANDS AND SEALS ON THE DATE AFORESAID.

Signature by Stockist (STOCKIST):

Signature by Adamaya (COMPANY):

Name:
Date:

Name:
Date:

In the presence of:

In the presence of:

PERSONAL GUARANTEE AGREEMENT

This Personal Guarantee Agreement is made on _____
BETWEEN: _____ NRIC No. _____, having
residential address at _____
(hereinafter referred to as the First Party) and ADAMAYA MARKETING SDN BHD (Co.No:
864743-H)) having its current business address at 1st floor, No. 64, Jalan TSB 9, Taman Industri
Sungai Buloh, 47000 Sungai Buloh, Selangor, Malaysia. (Hereinafter referred to as Second Party).
WHEREAS the Second Party will appoint the First Party as an authorized Stockist / Distribution
Centre of ADAMAYA MARKETING Sdn Bhd to market its range of products at the business
premise located at _____

HENCE FORTH, IT IS AGREED as follows:

1. SALES PROCEEDS

The First Party guarantees to turn in all the sales proceeds in full upon submitting the sales reports to the Second Party. In the event of any shortfall in payment made and sales reported, the Second Party reserves the right to withhold or deduct from any commissions or bonuses due to the First Party to recover the shortfall and / or deny any replenishment of goods until the shortfall is rectified. The stockistship status will be terminated immediately. The Second Party reserves the right to institute legal proceedings to recover any balance account receivables resulting from such termination.

2. INDEMNITY

The First Party has to ensure that sales reports accompanied by full payment reaches the Second Party's business premise promptly as stipulated in the Stockist Agreement. In the event of any delay in submission and / or short payment resulting in the sales report being rejected by the Second Party, the First Party will be fully responsible for any damages or losses incurred by those distributors affected. The Second Party is fully indemnified against any claims or liabilities instituted by those distributors affected. The Second Party reserves the right to deduct any commissions, bonuses due or deposit paid by the First Party to settle the claims that may entail as a result of such delay.

3. INSURANCE COVERAGE

The goods or marketing materials consigned to the First Party, if applicable, belongs to the property of the Second Party. The First Party must ensure that the goods or marketing materials are stored in a safe and secured place and must make adequate insurance coverage on the goods or marketing materials against theft, fire and flood. In the event of the occurrence of any of the above incidence and the goods or marketing materials are not insured or inadequately insured, the First Party will be fully responsible for such damage or loss and will guarantee to repay to the Second Party the full value of the goods or marketing materials consigned. In the event of the First Party failing to make good the damage or loss to the goods or marketing materials consigned, the Second Party reserves the right to institute legal proceedings to recover the same.

IN WITNESS WHEREOF, BOTH PARTIES HAVE HERETO AND HEREUNTO SET THEIR HANDS AND SEALS ON THE DATE ABOVE MENTIONED.

Signature by stockist (first party):

Signature by Adamaya (second party):

Name:
Date:

Name:
Date:

In the presence of:

In the presence of:
