

## JOINT MARKETING AGREEMENT

THIS AGREEMENT made on this day of 18 October 2011.

BETWEEN

**VOKES AIR SDN BHD (Co. No. 201481 – T)** a company incorporated in Malaysia and having its place of business at **No. No 6, Jalan Salung 33/26 Seksyen 33, Shah Alam Technology Park 40400, Shah Alam, Selangor (“VOKES”)** of the other part;

AND

**RESSCOM PETROLEUM SDN BHD (Co. No. 556070-T)**, a company incorporated in Malaysia and having its place of business at **No. 325-C, Melawati Square, Jalan Negara, Pusat Bandar Melawati, 53100 Kuala Lumpur (“RPSB”)** of the other part.

**WHEREAS :**

- (A) **RPSB** is holding valid licenses granted by the related authorities and is entitled to deal with Petronas Malaysia to purchase the Product as stipulated in First Schedule (as hereinafter defined). A copy each of the licenses is annexed in Appendix 1 therein.
- (B) **RPSB** is now entering into this Agreement with **VOKES** to market and sell the Products subject to the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSTH** as follows :-

1. JOINT MARKETING

- 1.1 In consideration of the mutual covenants hereinafter contained, the parties agree that **Vokes** shall have the sole and exclusive right during continuance of this Agreement to market and sell the Products subject to the terms and conditions hereinafter contained.
- 1.2 Notwithstanding any provisions herein, **RPSB** shall ensure the Products are supplied continuously to **VOKES**.

2. DURATION

- 2.1 This Agreement shall become effective from the date hereof and subject to the provisions of this Agreement relating to termination, shall continue in force for a period of two (2) years Contract Year (hereinafter called “the Initial Term”).
- 2.2 If the parties shall be desirous of renewing this Agreement for a further period of two (1) year Contract Year after the expiration of the Initial Term, notice in writing to that effect shall be served not later than three (3) months before the expiration of the Initial Term.

3. PRICES AND ORDERS

- 3.1 **RPSB** agrees to procure the Products to **VOKES** and in return at the Prices as stipulated in First Schedule and **VOKES** agrees to pay to 5% of the gross profit generated from the Products to **RPSB**.

3.2 Orders for the Products may be made from time to time and at any time by the VOKES to RPSB at the address hereinbefore mentioned or to such address as may be subsequently notified to the RPSB and RPSB shall fulfil all the orders of VOKES.

4. TERMS OF PAYMENT

4.1 Payment for the Products shall be made by VOKES to RPSB in the manner and upon such terms as set out in First Schedule.

5. VOKES' RIGHTS

5.1 RPSB hereby expressly agrees that notwithstanding any of the provisions of this Agreement, VOKES shall have the right (including but not limited to the following) at any time :

- (i) to reject and return any of the Products received from RPSB, if the Products do not conform to the sample and if the said right shall be exercised by VOKES in pursuant hereof, then, VOKES shall be entitled in its discretion either :
  - (a) to accept an equivalent of the Products rejected as replacement within the time as stated by VOKES; or
  - (b) to require a full refund of payments made in respect of the rejected Products.
- (ii) to sell direct to customers and/or to appoint any agents or sub-agents to market and sell the Products throughout the territories as VOKES shall think fit;
- (iii) to determine the prices of the Products to be sold to their customers or their agents or sub-agents;
- (iv) to assign or transfer all its rights and benefits under this Agreement to any of its subsidiary, corporation, person or business venture which acquires substantially all of the assets or stocks of VOKES and such corporation person or business venture shall assume all of VOKES' obligations hereunder.
- (v) to amend or vary this Agreement PROVIDED with the consent in writing of RPSB;

6. RPSB'S OBLIGATIONS

6.1 Ensure Validity of the Licenses and the Continue Supply of the Products

RPSB shall use its best endeavour to maintain the validity of the Licenses and to ensure the Product is continuously supplied to VOKES.

6.2 Compliance with laws

RPSB shall ensure that at all times the supply of the Products is carried on in compliance with all the relevant laws, bye-laws and regulations.

6.3 Disclosure

During the continuance of this Agreement, to make disclosure of all material circumstances respecting the subject matter of the relevant conduct or transaction which would be likely to influence the conduct of VOKES in respect of the Products.

6.4 Pass on information

- (i) to pass on any information to the VOKES which may affect or prejudice sales of the Products in any way from time to time .

7. RPSB'S WARRANTIES AND OBLIGATIONS

7.1 RPSB hereby undertakes represents warrants and agrees that at all times during the continuance of this agreement, it :

- (i) shall ensure that the Products are in good and merchantable condition in conformity in all respects with the specification agreed by the parties hereto;
- (ii) shall give to VOKES any information and advice reasonably requested by VOKES in connection with the marketing, packaging, content and any general guidance requested by the VOKES;
- (iii) shall save harmless and indemnify and keep VOKES fully indemnified from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by VOKES resulting from a breach of this Agreement by the RPSB including but not limited to :
  - (a) breaches resulting in any successful claim by any third party alleging libel and slander in respect of any matter arising from the supply of the Products;
  - (b) any liability arising out of a claim by any customers of VOKES of the Products or any third party :
    - (1) relating to or in respect of the use of any of the Products;
    - (2) relating to any misrepresentations in respect of the Products;
    - (3) relating to the infringement or encroachment of any intellectual or industrial property rights in respect of the Products.
- (iv) fulfil, supply and continuously supply to VOKES any quantity of the Products. RPSB will not in any way knowingly or otherwise restrict limit neglect or refuse to supply the Products to the VOKES PROVIDED ALWAYS that VOKES has not breached any terms and conditions of this Agreement;
- (v) has the right and authority to grant to VOKES the right to market and sell the Products within the territories;
- (vi) is the legal bearer or holder of the licenses in Appendix 1;
- (vii) has inspected the Products and confirm that the Products do not contain any substance that are banned by the government;
- (viii) shall nominate one representative on whose authority VOKES may rely in its relationship with the RPSD, in particular but not limited to dealing on all matters of a technical nature relating to the use of the Products;
- (ix) shall grant VOKES the right to deal with any customer introduced to the Products by VOKES in any territories;
- (x) shall not increase the price of the Products, without prior approval of VOKES;

8. NO PLEDGE OF CREDIT

8.1 Neither of the parties hereto shall have any authority and shall not incur any liability on behalf of the other party or in any way pledge the other party's credit.

9. TRANSPORT CHARGES

9.1 The mode of transportation of the Products and the costs therein shall be mutually determined by the parties hereto.

10. INSURANCE

10.1 The parties hereto may at their own costs and expenses, maintain a policy of insurance of such minimum value as it may consider necessary against loss, damage, theft, fire, burglary and such other risk in respect of the Products.

11. FORCE MAJEURE

12.1 Both parties will be released from their respective obligations in the event of national emergency war prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties renders performance of the Agreement impossible.

13. RIGHTS CUMULATIVE

13.1 All rights granted to the parties hereto shall be cumulative and no exercise by any of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted or otherwise available to it.

14. TERMINATION

14.1 Either of the parties hereto shall have the right to terminate this Agreement forthwith in any of the following events :-

- (i) If the other fails to pay any amount due under this Agreement on the due date or on demand if so payable.
- (ii) If the other commits an act of bankruptcy or being a firm if any member of the firm commits an act of bankruptcy or being a company a petition for winding up is presented (except voluntary liquidation for the purpose of reconstruction).
- (iii) If the other enters into any composition or arrangement with or for the benefit of the its creditors or allow any judgment against it to remain unsatisfied for more than fourteen (14) days thereof or has any distress or execution or other process of a Court of competent jurisdiction levied upon or issued against any of its property and such distress execution or other process as the case may be is not satisfied by it within seven (7) days from the date thereof.
- (iv) If the other engages in any conduct which is prejudicial to the interest or business of the other.
- (v) If a Receiver and/or Manager is appointed to receive and/or manage the assets undertakings or properties of the other or any part thereof.
- (vi) If the other is unable or prevented through any cause or reason from carrying out his duties as herein provided for any period exceeding four (4) weeks.

16. ASSIGNMENT

16.1 Subject to the provisions of this Agreement, neither party shall not assign this agreement or its rights, obligations and benefits hereunder.

17. NOT TO VARY AGREEMENT

17.1 Subject to the provision of this Agreement neither party shall vary, alter, modify or amend any of the terms and conditions of this Agreement unless such variation, alteration, modification or amendment shall be expressly agreed in writing by the parties hereto.

18. NOTICE

18.1 Any notice requiring to be given under this Agreement shall be in writing.

19. SEVERABILITY

19.1 If any of the provisions of this Agreement is found by any court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing the parties hereto shall thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

20. NOT EMPLOYMENT OR PARTNERSHIP

20.1 None of the provisions of this Agreement shall be deemed to constitute a relationship of employer and employee or a partnership between the parties hereto and neither of them shall have any authority to bind the other in any way.

21. WAIVER AND FORBEARANCE

21.1 The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to any other party and no waiver by any party in respect of a breach shall operate as a waiver in respect of any subsequent breach or other breaches.

22. GOVERNING LAWS

22.1 The formation, construction, validity and performance of this Agreement shall be governed in all respects by Malaysia law.

22.2 The High Court of Malaya or any other court of competent jurisdiction in Malaysia shall have jurisdiction to settle any dispute which may arise between the parties hereto in respect of formation construction validity or performance of this Agreement or as to the rights and liabilities of the parties hereunder.

23. COSTS

23.1 All costs, legal fees and other incidental expenses incurred in the preparation and execution of this Agreement (including stamp duty) shall be borne and paid by the parties equally.

24. TIME ESSENCE OF CONTRACT

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

25. SUCCESSORS BOUND

25.1 This Agreement shall be binding on the heirs successors-in-title, executors personal representatives and permitted assigns of the parties hereto.

26. GENERAL MATTERS

26.1 This Agreement supersedes any previous agreement between the parties hereto in relation to the matters dealt with herein and represents the entire agreement between the parties hereto.

26.2 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.

26.3 Words importing the masculine gender only shall include the feminine and neuter genders and vice versa and words denoting the singular number only shall include the plural and vice versa.

26.4 Unless the context otherwise requires, reference to any clause or schedule or appendix is to a clause or schedule or appendix of or to this Agreement.

26.5 The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

26.6 The First Schedule hereto shall be taken, read and construed as an essential and integral part of this Agreement.

26.7 All agreements on the part of any of the parties which comprises more than one person or entity shall be joint and several.

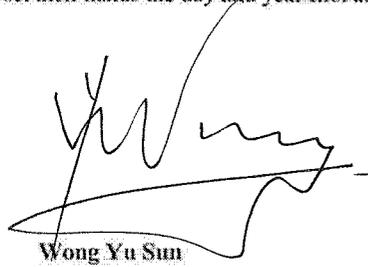
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IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by

for and on behalf of  
**VOKES AIR (M) SDN BHD**  
in the presence of :-

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)  
)  
)  
)



Wong Yu Sun

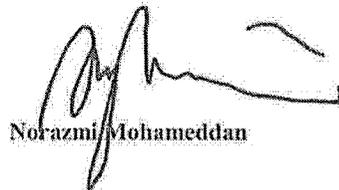


Salmiza Hanon  
71110-13-5362

SIGNED by

for and behalf of  
**RESSCOM PETROLEUM SDN BHD**  
in the presence of :-

)  
)  
)  
)  
)



Norazmi Mohameddan



MOHD ANUAR  
I/C: 580466-08-5205

**FIRST SCHEDULE**

**Products**

Perkhidmatan Bunkering Melalui Saluran Paip

Bahan-Bahan Petroleum Diesel dan Lubricant-Petronas.

Berniaga Jual Borong Diesel

TTM Condensate

**Prices**

Subject to prices quoted by  
PETRONAS

**Mode of Payment:** Letter of Credit / Bankers' Acceptance

**APPENDIX 1**

**RPSB'S LICENSES**



No. Siri PDA : A 000844

No. Fail : KPDN(DN)5/1-4/P/672

No. Kebenaran PDA: 10709

**KEMENTERIAN  
PERDAGANGAN DALAM NEGERI  
DAN HAL EHWAL PENGGUNA MALAYSIA**

**KEBENARAN DI BAWAH SEKSYEN 6 (3) AKTA KEMAJUAN PETROLEUM 1974**

PADA menurut kuasa-kuasa yang diwakilkan oleh Perdana Menteri

dan mengikut peruntukan-peruntukan Seksyen 6 AKTA KEMAJUAN PETROLEUM, 1974 dan peraturan 5 (1A) PERATURAN-PERATURAN PETROLEUM, 1974

Kebenaran adalah dengan ini diberi kepada **RESSCOM PETROLEUM SDN.BHD.** yang beralamat

ditempat perniagaan di (alamat perniagaan) **NO. 46, JALAN BAKAU 3, TAMAN BUKIT KUBU,**

**02000 KUALA PERLIS, PERLIS**

bagi maksud menjalankan perniagaan **PERKHIDMATAN BUNKERING MELALUI SALURAN PAIP**

**BAHAN-BAHAN PETROLEUM DIESEL DAN LUBRICANT – PETRONAS**

di kawasan **NO. 406, KAMPUNG TANDIAP, SEBERANG RAMAI, KUALA PERLIS, PERLIS**

mulai dari tarikh **04.03.2009** hingga **02.03.2012** tertakluk kepada syarat-syarat yang

dilampirkan bersama.

Bertarikh pada **06.03.2009**

**DATO' MOHD. ZAIN BIN MOHD. DOM  
KETUA SETIAUSAHA  
KEMENTERIAN PERDAGANGAN DALAM NEGERI  
DAN HAL EHWAL PENGGUNA MALAYSIA**



**PETROLIAM NASIONAL BERHAD (20076-K)**

19 January 2009

Resscom Petroleum Sdn. Bhd.  
No. 36-31, Block D,  
Jalan 2/101C,  
Cheras Business Centre,  
Jalan Cheras, 56100,  
Kuala Lumpur.

Attn : Encik Norazmi Bin Mohameddan  
Chief Executive Officer

Dear Sir

**REGISTRATION OF RESSCOM PETROLEUM SDN. BHD. AS BUYER OF TTM  
CONDENSATE**

We are pleased to inform that effective 16 January 2009, Resscom Petroleum Sdn. Bhd. has been successfully registered as buyer of TTM condensate subject to our standard terms and conditions.

For any purchases made by Resscom Petroleum Sdn. Bhd., payment term is on cash before delivery.

We welcome you and hope you will be an active buyer of PETRONAS. Kindly acknowledge receipt of the above by signing and returning the duplicate copy of this letter.

Thank you.

Yours faithfully  
for PETRONAS

**Tamby Sudeen**  
Senior Manager  
Risk Management & Systems Department, Crude Oil Group.

Official Sponsor



Tarikh lesen habis tempoh: 15/03/2012



No. Siri CSA : A 0021249

Lesen : BORONG

No Lesen: PB15930

Nama: RESSCOM PETROLEUM SDN. BHD.

Alamat: NO. 45, JALAN BAKAU 2,  
TAMAN BUKIT KUBU  
02000, KUALA PERLIS  
PERLIS MALAYSIA

(Tentang Perniagaan)

ada an dengan ini diberi lesen oleh Pengawal untuk BERNIAGA JUAL BORONG  
DIESEL.

1. Lesen ini adalah sah bagi BERNIAGA JUAL BORONG  
barang-barang berjadual yang dinyatakan di atas hanya di premis berikut:  
NO. 45, JALAN BAKAU 2,  
TAMAN BUKIT KUBU, 02000 KUALA PERLIS, PERLIS
2. Pemegang lesen hendaklah menyimpan barang-barang berjadual yang dinyatakan di atas hanya di  
premis-premis yang berikut:  
NO. 406, KAMPUNG BARU TANDIAP, SEBERANG RAMAI, 02000, KUALA PERLIS, PERLIS
3. Lesen ini tidak boleh dipindah milik.
4. Lesen ini adalah tertakluk kepada syarat-syarat khas yang dicatatkan di sini.
5. Pemegang lesen tidak boleh ada dalam miliknya atau di bawah jagaan atau kawalannya dan  
tidak boleh membenarkan sesiapa ada dalam miliknya atau di bawah jagaan atau kawalannya  
bagi pihak pemegang lesen lebih daripada kuantiti yang tersebut di bawah bagi barang-barang  
berjadual yang mengenainya lesen ini terpakai.

BARANG-BARANG BERJADUAL

KUANTITI

DIESEL

10000 LITER

6. Pengilang hendaklah menandatangani kuantiti selama tidak kurang daripada ..... jam pada tiap-tiap  
hari bekerja.

Tarikh lesen berkuatkuasa: 16-MAR-09

(Tandatangan Pengawal)  
Dato' Mohd Zain Bin Mohd Dom  
Ketua Setiausaha

No. Transaksi : 227718

Tarikh Dikeluarkan: 10/03/2009

No. Resit : 21201103000079

Julian : RM75.00