



DATED THIS ____ DAY OF ____ 2023

BETWEEN

AUF MBZ CONSORTIUM PLT
(COMPANY NO. **202104001792**)

AND

(Agent)

AGENCY AGREEMENT

AUF MBZ CONSORTIUM PLT (LLP0028423-LGN)

Suite 1201-2, Level 12, Tower 1, Wisma AmFirst, Jalan Stadium SS7/15, 47301 Petaling Jaya, Selangor, Malaysia
Tel: +603 7887 4222 | Website: www.aufmbz.com | Email: enquiry@aufmbz.com



AGENCY AGREEMENT DATED : _____

BETWEEN

AUF MBZ CONSORTIUM PLT (COMPANY NO. 202104001792) a company incorporated under the laws of Malaysia with its place of business at Suite 1201-02 Wisma AmFIRST, Jalan Stadium SS 7/15, 47301 Petaling Jaya (hereinafter to be referred as the “**AUF MBZ**”)

AND

Name of Agent : _____
NRIC No. : _____
Residential Address : _____
(hereinafter to be referred as the “**Agent**”)

IT IS AGREED as follows:

1. APPOINTMENT

- 1.1. Subject to the terms of this Agreement, AUF MBZ appoints the Agent to act as its agent to:
 - a) Promote and secure clients for all Shariah compliant products designated and notified by AUF MBZ from time to time (“**Products**”) and
 - b) Provide other services to such clients which are incidental to or in connection with his capacity as an agent of AUF MBZ
- 1.2. The Agent agrees to act as the agent of AUF MBZ, subject to the terms of this Agreement
- 1.3. The Agent is authorized to procure and submit to AUF MBZ applications for all Products within Malaysia
- 1.4. Nothing in this Agreement is to be construed to create the relation of employer and employee between AUF MBZ and Agent

2. TERM

This Agreement commences from the date of this Agreement and continues until it is terminated in accordance with Clause 7 (“**Term**”)

3. COMMISSION

- 3.1. AUF MBZ must pay Agent the commission (“**Commission**”) as set out in Appendix A and the agency guideline of AUF MBZ (“**Agency Guideline**”).
- 3.2. The Agent is entitled to Commission on any Products if his name appears on the application form for such Products as the agent. However if it is found that Agent purposely cross other Agent’s client, disciplinary action will be taken i.e. warning letter.
- 3.3. AUF MBZ can provide the Agent any benefit or privilege which is not set out in the Agency Guideline.

4. AGENCY GUIDELINE

- 4.1. The Agency Guideline is subject to amendments by AUF MBZ from time to time.
- 4.2. Agent has to comply with the circulars and directives issued in the Agency Guideline relating to the operation and conduct of agents from time to time.
- 4.3. Agent agrees to accept variations to the Agency Guideline in order to comply with the commission structure and rates imposed by the relevant regulatory authority of Malaysia from time to time.

5. DUTIES AND AUTHORITY LIMITS

- 5.1. Agent must carry out the following:
 - a) Comply with all applicable laws, regulations and industry guidelines (including AUF MBZ’s Business Partner’s (Products owner) Code of Ethic) applicable to him in his capacity as an agent of AUF MBZ.
 - b) Use his best effort to submit all applications received by the Agent to AUF MBZ
 - c) Solicit or distribute products for AUF MBZ only
 - d) Ensure that he is fit and proper to carry out his obligations under this Agreement and always conduct himself with professionalism, fairness, integrity and honesty
 - e) Act in the best interests of the prospective certificate holder, and placing the interest of the certificate holders before his own interests
 - f) Inform AUF MBZ and the prospective certificate holder every fact and circumstances within his knowledge relevant to the acceptance of the application by AUF MBZ. Agent must also accurately inform AUF MBZ every fact disclosed to him by the proposed certificate holder and/or any other person relevant to the AUF MBZ’s acceptance of the application
 - g) Provide the prospective certificate holder a financial analysis and inform the prospective certificate holder any information and facts relevant to the acceptance of the application
 - h) Comply with all policies and rules issued by AUF MBZ from time to time

5.2. Agent must not carry out the following :

- a) incur any liability or debt on behalf of the AUF MBZ or its business partner;
- b) complete any proposal form for a participant or a proposer, accept risks of any kind, revive certificates, grant, permit, make, alter or discharge any certificates, and extend the time for payment of any contributions;
- c) waive payment in cash or receive any monies due or become due to AUF MBZ or its business partner
- d) make any untrue, false or unsubstantiated statements, representations, comparisons in written or verbal form with respect to any Products or financial information;
- e) pay or allow, or offer to pay or allow, as an inducement to any person to participate in any Products plan that is not specified in the certificate or expressly authorised by the AUF MBZ or its business partner;
- f) directly or indirectly, act as an agent or represent any other business which is competitor to AUF MBZ OR not recognized by AUF MBZ OR recognized publicly as scammer / bad reputation;
- g) enter into any arrangement or induce any certificate holder or any other person to make any claim which is not a proper and valid claim;

5.3. The Agent must obtain prior written consent from AUF MBZ at least fifteen (15) business days before carrying out the following:

- a) directly or indirectly publish any materials concerning AUF MBZ or its business partner in any newspapers, magazines or publications;
- b) issue press releases, hold press conferences or speak to the media about AUF MBZ, its certificate holders or any of its business partner; and
- c) directly or indirectly issue or distribute any materials or letters about AUF MBZ or its business partner to any newspapers, magazine, publication or regulatory authority.

6. AMENDMENTS TO AND USE OF DOCUMENTS

6.1. The Agent cannot make any amendments to any of the documents of AUF MBZ or any applicant which may from time to time be in the possession of the Agent.

6.2. The Agent can only use or provide any prospective certificate holder or other relevant party the illustrations, brochures or other documents supplied by AUF MBZ to Agent.

6.3. The Agent must ensure that any amendments in the original application are countersigned by the certificate holder, except in situations where the application form and such countersigning is not possible.

7. MAINTENANCE OF CONTRACT

7.1. Agent agree to comply with AUF MBZ maintenance of contract on yearly basis as described below:

MEASURE	TARGET	ENTITLEMENT	FAILURE
Sales	1 per Quarter	Commission per structure	Warning Letter
		Overriding next Quarter	Disqualified for Overriding

OR : Overriding, percentage commission based on sales made by downlines

Quarter :

- a) Q1 - January, February, March
- b) Q2 - April, May, June
- c) Q3 - July, August, September
- d) Q4 - October, November, December

8. HIERARCHY TRANSFER

8.1. Agent must fill up Transfer Form and acquire approval for hierarchy transfer from the following parties:

- a) Current Upline
- b) New Upline
- c) AUF MBZ management

8.2. If approve, effective date of transfer is next following month

8.3. All existing downline will roll-up to next upline available, notification will be send out accordingly to respective party

8.4. Any 2nd transfer request will result in issuance of Warning Letter

9. RESIGNATION

9.1. Agent will not be entitled to any benefit, compensation, commission, overriding, lucky draw, contest nor reward in lieu upon resignation

9.2. All existing downline and clients will roll-up to next upline available, notification will be send out accordingly to respective party

9.3. Any re-registration will carry new Agent Code (same upline = immediate effect, different upline = 6 month cooling off period from the initial resignation date)

10. SUSPENSION

- 10.1. In the event Agent fail to meet maintenance of contract per mentioned, a warning letter will be issued accordingly
- 10.2. Any 4th Warning Letter issued will lead to suspension whereby Agent is no longer entitled to any benefit, compensation, commission, overriding, lucky draw, contest nor reward in lieu

11. TERMINATION

- 11.1. This Agreement must be terminated forthwith in the following events:
- a) the Agent dies or become mentally incapacitated; and
 - b) the Agent holds an agency contract or proxy agency contract with another financial institution recognized as competitor to AUF MBZ.
- 11.2. This Agreement can be terminated by AUF MBZ by giving seven (7) days written notice to the Agent upon the occurrence of:
- a) the Agent does not meet persistency, production, training or other maintenance requirements in respect of the Agent's operations set by AUF MBZ, and other regulatory authorities from time to time;
 - b) the Agent commits any criminal offence, fraud, dishonesty or unlawful conduct;
 - c) the institution of proceedings by or against the Agent in bankruptcy or under insolvency laws or for a receivership, or the Agent enters into a composition with creditors;
 - d) the Agent breaches any term and condition of this Agreement;
 - e) the Agent does not act in the interest of AUF MBZ and its certificate holders;
 - f) the Agent makes any misrepresentation to any person to secure the participation in any Products plan or to induce AUF MBZ to accept a proposal;
 - g) the Agent does not comply with any code of conduct, guideline, rule or law that may be applicable from time to time; and
 - h) by any act or omission of the Agent including any breach of law and brings discredit to the reputation and integrity of AUF MBZ or is guilty of any conduct which in the opinion of AUF MBZ is prejudicial to AUF MBZ's interest.
- 11.3. Upon termination of this Agreement or resignation of the Agent, all of the Agent's rights to Commissions cease immediately.
- 11.4. Upon termination of this Agreement or resignation of the Agent, the Agent must not solicit or induce any certificate holder of AUF MBZ or its business partner to cancel, amend or reduce any certificate.

12. INDEMNITY AND OTHERS

- 12.1. The Agent indemnifies and holds AUF MBZ harmless from all claims, demands, losses, damages, expenses (including all legal costs) arising out of any breach of this Agreement by the Agent.
- 12.2. If the Agent has any debt or liability due to AUF MBZ or third parties which may claim against AUF MBZ, AUF MBZ is entitled at any time to set-off such amounts against any sum due to the Agent. Any exercise by AUF MBZ under this Clause 8.1 is without prejudice to its other rights or remedies under this Agreement.

13. CONFIDENTIAL INFORMATION

- 13.1. The Agent must treat the terms of this Agreement and the Agency Guideline confidential.
- 13.2. If required by AUF MBZ, the Agent must promptly return to AUF MBZ all uncollected certificates and contribution receipts in his possession.
- 13.3. Upon termination of this Agreement, the Agent must immediately return to AUF MBZ all property(ies) of AUF MBZ, documents, data and software which the Agent has or is capable of having in his custody or possession.

14. NOTICES

- 14.1. Any notice or other communication regarding this Agreement is properly given if delivered to the address as stated in this Agreement or such other last known address as the party may notify from time to time by written notice to the other party:
- 14.2. Any notice or communication delivered in accordance with Clause 13.1 is deemed to have been received:
- a) if delivered by hand, when delivered;
 - b) if delivered by electronic mail, immediately upon receipt by the sender of a confirmation note indicating that the electronic mail has been sent; or
 - c) if delivered by registered post, five (5) days after posting.

15. GENERAL

- 15.1. When handling data and information given by customers and AUF MBZ, the Agent must comply with the Personal Data Protection Act 2010 and such other rules and regulations relating to personal data.
- 15.2. No failure on the part of the AUF MBZ to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver.

- 15.3. This Agreement, together with any supplementary agreement and the Agency Guideline shall constitute the entire agreement and understanding between AUF MBZ and the Agent with respect to the terms in this Agreement.
- 15.4. All amendments to this Agreement are not effective unless expressed in writing and signed by the AUF MBZ and the Agent.
- 15.5. AUF MBZ can assign this Agreement to any successor or affiliated company. The Agent cannot assign any right or interest without the prior consent of AUF MBZ.
- 15.6. At the request of the Agent, and upon approval by AUF MBZ, the Agent's entitlements under this Agreement will be transferred to his successor-in-title in the event of the Agent's death.
- 15.7. This Agreement is governed by and construed in accordance with the laws of Malaysia, and AUF MBZ and the Agent agree to submit to the exclusive jurisdiction of the courts of Malaysia.

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IN WITNESS WHEREOF this Agreement has been entered the day and year first above written

Signed for and on behalf of:)
AUF MBZ CONSORTIUM)
Registration No: 202104001792)

In the presence of:)
)
)
)
)
)

.....
Name :
Designation :
.....
Witness
Name :
Designation :

Signed for and on behalf of:
The Agent

In the presence of:)
)
)
)
)
)

.....
Name :
Designation :
.....
Witness
Name :
Designation :

APPENDIX

AUF MBZ CONSORTIUM PLT AGENCY COMMISSION STRUCTURE 2022 / 2023

Private Placement - QEW GROUP BERHAD (payable on a semi annual basis)

Tenure	Basic Commission	Overiding Commission			Grand Total
		Tier 1	Tier 2	Tier 3	
Year 1	8.00%	0.50%	0.50%	0.50%	9.50%
Year 2	1.00%	0.20%	0.20%	0.10%	1.50%
Year 3	1.00%	0.20%	0.20%	0.10%	1.50%

Private Placement - ENERGY ECO BERHAD (payable on a semi annual basis)

Tenure	Basic Commission	Overiding Commission			Grand Total
		Tier 1	Tier 2	Tier 3	
Year 1	7.50%	1.00%	0.70%	0.50%	9.00%

Private Placement - KANKYO ENERGY BERHAD (payable on quarterly basis)

Tenure	Basic Commission	Overiding Commission			Grand Total
		Tier 1	Tier 2	Tier 3	
Year 1	8.40%	0.96%	0.48%	0.48%	10.32%
Year 2	5.40%	0.96%	0.48%	0.24%	7.08%
Year 3	5.40%	0.96%	0.48%	0.24%	7.08%

Zakat Contribution - LEMBAGA ZAKAT SELANGOR (payable on monthly basis)

Tenure	Basic Commission	Overiding Commission			Grand Total
		Tier 1	Tier 2	Tier 3	
-	3.60%	0.20%	0.10%	0.10%	4.00%

Zakat Contribution - LEMBAGA ZAKAT PULAU PINANG (payable on monthly basis)

Tenure	Basic Commission	Overiding Commission			Grand Total
		Tier 1	Tier 2	Tier 3	
-	1.80%	0.20%	0.10%	0.10%	2.20%

Takaful Protection - FWD TAKAFUL BERHAD (payable twice per month)

Tenure	Basic Commission	Direct	Overiding Commission			Grand Total
			Tier 1	Tier 2	Tier 3	
Year 1	40.00%	6.00%	8.00%	7.00%	4.00%	65.00%
Year 2	25.00%	6.00%	4.00%	2.00%	1.00%	38.00%
Year 3	15.00%	4.00%	3.00%	1.50%	0.50%	24.00%
Year 4	15.00%	2.00%	1.00%	1.00%	1.00%	20.00%
Year 5	10.00%	-	-	-	-	10.00%
Year 6	10.00%	-	-	-	-	10.00%
Grand Total	115.00%	18.00%	16.00%	11.50%	6.50%	167.00%

AUF MBZ CONSORTIUM PLT (LLP0028423-LGN)



Date : _____

Agent Name : _____

To :

Business Partner of AUF MBZ Consortium,
Suite 1201-02,
Level 12, Tower 1,
Wisma AmFIRST,
Jalan Stadium SS 7/15,
47301 Petaling Jaya, Selangor DE

To whom it may concern,

AUTHORIZATION LETTER

I, _____ the above named bearing NRIC No: _____, and the Agent Code No: _____, hereby authorized you to remit any commission or monies due to me to AUF MBZ Consortium.

I acknowledge that the successful remittance of the abovementioned payment onto the AUF MBZ's account will serve and constitute as my valid receipt of the payment.

I hereby indemnify and hold you harmless from all claims, demands, losses, damages and expenses (including all legal costs) arising out of the payment made to AUF MBZ

Thank you.

Yours faithfully,

AGENT

Name : _____

HP No. : _____

CC : AUF MBZ Consortium

AUF MBZ CONSORTIUM PLT (LLP0028423-LGN)

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