



PRIVATE & CONFIDENTIAL

Date :

Dear Sir/Madam

RE: **LETTER OF OFFER – MPAY SPONSORED MERCHANT (MPAY PRO - QR) (“PROGRAMME”)**

We refer to your application to become our merchant. Subject to satisfactory outcome of our due diligence checks, we are pleased to welcome you onboard on the following terms and conditions.

1. **Fees and Charges**

Fees and charges under our promotional plan are as set out in Section 1 of Schedule 1. Other value added charges are set out in Section 2 of Schedule 1.

2. **Term**

The Programme is for a period as set out in Section 3 of Schedule 1 commencing from date of activation of your account (“Term” which meaning includes a renewed term). The Term will be automatically renewed as per Section 3 of Schedule 1 upon expiry thereof at a rental fee (for Rental Package) and/or support fee (for Outright Purchase Package) of such amount as set out in Section 1 of Schedule 1 per MPAY Terminal and/or Scanner unless terminated earlier by either of us giving to the other party a written notice of such number of days as set out in Section 5 of Schedule 1 to terminate prior to expiry of the Term. Payment of any rental fee and/or support fee for the remainder of any Term, if not already received, shall be by way of you authorising your bank with an irrevocable instruction to debit your account each month for payment directly into our bank account.

For avoidance of doubt, the Programme shall be automatically terminated upon termination of the MPAY terminal agreement between you and MPAY.

3. **Risk Management**

Single Transaction Limit and Monthly Transaction Limits are as set out in Section 4 of Schedule 1, and is subject to change at our discretion from time to time.

4. **Chargeback**

On occasions, a customer may dispute a payment transaction or an item on the statement and you would be required to account for this transaction or item (“Chargeback”). You therefore agree to and shall immediately pay us such sum as shall be determined in our discretion for potential loss resulting from any Chargeback or any Contentious/disputed/fraudulent transaction(s) when notified to do so by us.

5. **Termination Costs**

We reserve the right to retain all fees paid by you in advance to recover termination costs. Termination of this arrangement under this letter shall not prejudice all our rights accrued prior to termination and will not relieve you of your obligation to pay rental and/or support fee, license and service fees up to the date the Term would have expired but for such termination, and interest and all other costs including that relating to collection of overdue amounts. All payments made and/or owing by you to us, including advance payment for subsequent years’ rental fee and/or support fee and delivery charges (if any) shall become immediately due and payable, and if already paid, shall be fully forfeited and not be refunded to you.

6. **Direct debit**

You shall authorise your bank with an irrevocable instruction to debit your account each month for payment directly into our bank account all annual rental and/or support fee not collected by us in advance at the time of your acceptance of this letter, as well as such other fee as we shall prescribe from time to time.

7. **Set-off**

You hereby irrevocably authorise us to set off any monies due and/or owing by you to us, including any sums due to us as or unpaid Terminal and/or Scanner rental fee and/or support fee and/or any other fee under the Programme that is owing, including Chargeback, with any monies (including any deposits) that are or as shall become due and/or owing by us to you, including any sums due to you as part of the proceeds of payment transactions settlement.

8. **Indemnity**

You agree to provide details of your business to our satisfaction for compliance with the Anti-Money Laundering and/or Counter Terrorism Financing regulations. Further, you agree and undertake to fully indemnify us for all losses, damages, claims, cost and expenses in respect of or in connection with any and all actions, suits, claims, demands and/or proceedings brought against us with respect to, in connection with or resulting from:

- (a) your performance of your obligations under this Letter of Offer; and
- (b) any claim brought by a customer with respect to your products and/or services provided by you (including Refund).

9. **Acceptance of the Payment Options**

We are also pleased to inform that you shall enjoy the privilege of selecting and requesting from your customer the type of payment options that you wish to accept for payment. Upon the QR user presenting its QR, you may select the payment options that have been readily made available on the MPay Terminal under the Programme.

To this effect you may, upon approval from MPay and/or Sponsored Bank and/or QR Operator (being the bank and/or QR Operator that sponsors the Programme), display appropriate notices to inform your customers on the type of payment options that your business would invite as first choice for payment. Such notice however should not have any negative or discriminatory effect on the other payment options types that you agree to accept.

10. **Compliance & Security**

10.1 **Unauthorised Data Capture**

Pursuant to the Personal Data Protection Act 2010 ("PDPA") and in compliance with the Payment Card Industry Data Security Standard or PCIDSS, except for those data or information allowed/consented in writing by Sponsored Bank and/or QR Operator, you are strictly prohibited from capturing/storing/copying the data of the QR user as such practices i.e the capture of user data on other terminals, scanners or devices other than those authorised and provided by MPay is not allowed.

11. **Taxes**

- 11.1 Unless otherwise expressly stated, fees and all other sums payable or consideration to be provided under this letter are exclusive of any applicable taxes or other sales or value added taxes.
- 11.2 All payments or other amounts payable to you are to be paid after deduction or withholding as required by applicable law.
- 11.3 Any taxes or levies now or hereafter imposed by law or required to be paid in respect of any monies payable to or to be received by us and/or the Sponsored Bank and/or QR Operator on any expenses incurred or to be incurred by us and/or the Sponsored Bank and/or QR Operator (except where prohibited by law) shall be borne by you.
- 11.4 All other taxes, duties or government charges now or hereafter imposed or levied in connection with this Programme shall be borne by you.
- 11.5 You hereby agree that we and/or the Sponsored Bank and/or QR Operator reserves the right to set-off any monies due to you and/or debit your banking account(s) for such taxes or levies payable by you. In the event such debiting causes your banking account(s) to be overdrawn, an interest at current prevailing rate of MPay shall be charged accordingly to you.

12. **Schedules**

Schedules 1 is and forms integral parts of this letter, and in the event of any conflict between this letter and the schedules, the following order of precedence shall apply for purposes of resolution of the conflict unless otherwise expressly agreed and provided in this letter and the schedules:

- (i) Schedule 1; and
- (ii) Letter of Offer.

13. **Specific Conditions**

- 13.1 The MPAY Terminal shall remain the exclusive property of MPAY and you will not sell, mortgage, assign, encumber or dispose of any interest therein. MPAY Terminal must therefore be returned in good working condition upon termination. In the event you fail to return the MPAY Terminal in good working condition, you shall be liable to pay us a compensation fee as set out in Section 6(a) of Schedule 1 per MPAY Terminal. In any event, as the MPAY Terminal will be in your possession until it is returned to us, you shall be responsible for loss (including theft) of the MPAY Terminal for whatever reason and you shall be similarly liable to pay us a compensation fee for loss of the MPAY Terminal at the same compensation fee as set out in Section 6(a) of Schedule 1 per MPAY Terminal. This term is applicable to Rental Package only.
- 13.2 You must notify MPay immediately on any incident involving the MPAY Terminal.
- 13.3 MPAY reserves all the right, title and interest in and to all intellectual property relating to the MPAY Terminal or any part thereof including, without limitation, all patent and industrial design rights, integrated circuit topography rights, copyright, trade secrets, trade names and trade-marks. You acknowledge that parts of the MPAY Terminal contain confidential and proprietary information of MPAY and agree not to permit any part of the MPAY Terminal to be copied, replicated, stored, reverse-engineered, publicly disclosed or used for any purpose other than as expressly permitted by this Letter of Offer.
- 13.4 You are expected to conduct your account actively upon activation. In the event we, in our discretion, deem your conduct of the account as inactive, we shall be at liberty to terminate the arrangement. All payments made and/or owing by you to us, including advance payment for subsequent years' rental fee and/or support fee and delivery charges (if any) shall become immediately due and payable upon termination, and if already paid, shall be fully forfeited and not be refunded to you.
- 13.5 MPAY will not in any circumstances be liable to you or any third party for any consequential, incidental, special punitive or exemplary damages, economic loss or lost profits, opportunity or business regardless whether arising by statute, contract, tort (including negligence), or any other legal principle, regardless whether MPAY was made aware of the likelihood of such damages or loss occurring.
- 13.6 This Letter of Offer will be construed in accordance with and governed by the laws of the Malaysia and the parties agree to submit to the jurisdiction of the courts in Malaysia.

Kindly indicate your understanding and acceptance of the terms and conditions set out herein by signing and returning this letter to us within fourteen (14) days from the date hereof. Should you need any clarification, please feel free to contact our MPAY Call Center at 1700-81-6729. We thank you again for giving us the opportunity to recruit you as our Merchant and hope that this payment acceptance facility will help you grow your sales and business.

Yours faithfully,

ManagePay Services Sdn Bhd (516641-W)

[This letter of offer is computer generated and requires no signature. Please note that this letter becomes legally binding between you and us as soon as you sign and return the copy of this letter]

Confirmation by Merchant

I/We hereby accept the terms & conditions herein.

I/We also understand that you comply with the PDPA and confirm receipt of the accompanying PDPA notification.

By appending my/our signature(s) below, I/we hereby confirm that I/we have read and understood the contents of the said PDPA notification, consent to the disclosure of my/our personal data (as defined in PDPA), your policies surrounding the capture and usage of personal data, and generally to you processing (as defined in PDPA) the personal data in accordance with that set out in the said PDPA notification.

I/We also acknowledge you have referred me/us to your Privacy Policy in the website www.managepay.com and I/we require no clarification thereof.