



GUARANTEE & INDEMNITY

To: ManagePay Services Sdn Bhd (Company No: 516641-W), Lot 107-113, Jalan USJ 21/10, 47630 Subang Jaya, Selangor

1. In consideration of your entering at my/our request into the agreement made the date set out in Section 1 of Schedule 2 (“ManagePay Sponsored Merchant Agreement”) with the party more particularly set out in Section 2 of Schedule 2 (“Sponsored Merchant”, which expression shall include its successors-in-title and permitted assigns) to accept Cards and e-wallet as a means of payment for goods and services the Sponsored Merchant supply and upon which transactions will be presented to you by the Cardholder for authorisation clearing and settlement purposes and the agreement made the date set out in Section 3 of Schedule 2 with the Sponsored Merchant for rental of the terminal, smart device, QR code scanner, printer, printer cable, terminal cable and such other devices which ManagePay may introduce from time to time (“Equipment”) (hereinafter the ManagePay Sponsored Merchant Agreement and Equipment Rental Agreement are collectively referred to as the “Sponsored Merchant Agreement”), I/we the undersigned hereby jointly and severally guarantee you the punctual payment by the Sponsored Merchant of all sums, interest and all other sums whatsoever due to you under the Sponsored Merchant Agreement or any variation or extension thereof and the due performance of all the Sponsored Merchant’s obligation in the Sponsored Merchant Agreement or variation or extension thereof to be performed and observed by the Sponsored Merchant thereunder and I/we agree to jointly and severally indemnify you and keep you and your successors-in-title indemnified at all times against all losses expenses (including legal costs on a full indemnity basis) actions, proceedings, claims, charges and damages incurred or suffered by you in consequence of any failure by the Sponsored Merchant to perform any of the Sponsored Merchant’s obligations under the Sponsored Merchant Agreement.
2. I/We further jointly and severally agree that my/our liability under this Guarantee and Indemnity shall be as principal debtor and not merely as surety/sureties and shall be a continuing security and shall be unconditional and irrevocable and my/our liability shall not be in any way discharged diminished or affected by the granting of time or indulgence to the Sponsored Merchant or by the effecting of any compromise with the Sponsored Merchant or any agreement not to sue the Sponsored Merchant or any variation of the Sponsored Merchant Agreement or any change in the constitution of the Sponsored Merchant and my/our liability hereunder shall subsist whether or not you have a legal right and whether or not you have availed yourself of the legal remedies against the Sponsored Merchant and that this Guarantee and Indemnity shall not be affected or prejudiced by any other guarantees and/or indemnities and any other forms of security now or hereafter held by you.
3. I/We further agree that no relaxation forbearance or indulgence granted by you to me/us or any one of us shall affect my/our liability to you hereunder nor shall any release of or agreement not to sue one or more of us affect the liability of the other or others of us hereunder and that this Guarantee and Indemnity shall bind my/our respective heirs, personal representatives, liquidators, successors-in-title and permitted assigns and shall not be determined or affected in any way by the amalgamation, liquidation, reconstruction, bankruptcy, resignation, death or insanity (as the case may be) of me/any one of us.
4. A certificate signed by your manager or any officer duly authorised by you as to the Sponsored Merchant’s indebtedness under the Sponsored Merchant Agreement shall be conclusive evidence of such indebtedness against me/us and any judgment or order obtained against the Sponsored Merchant shall be binding on me/us.
5. This Guarantee and Indemnity shall be binding on each signatory upon its signature or seal hereto and is given unconditionally and irrevocably and shall be binding immediately notwithstanding any prior or later failure or omission or default in taking any other security of whatever nature from such signatory.
6. If any term or provision of this Guarantee and Indemnity or the application of it to any person or circumstances or the Sponsored Merchant Agreement shall be unenforceable, void or voidable to any extent, the remainder of the terms or provision and each term or provision of this Guarantee and Indemnity shall not be void and shall be enforceable to the fullest extent permitted by law.
7. I/We shall not prove in the bankruptcy liquidation or insolvency of the Sponsored Merchant or of any of us in competition with you in respect of any money paid or to be paid by me/us hereunder until all money owing to you by the Sponsored Merchant under the Sponsored Merchant Agreement and all money owing under this Guarantee and Indemnity shall have been paid in full.
8. This Guarantee and Indemnity shall be governed by and construed in accordance with the laws of Malaysia and I/we hereby irrevocably agree that the courts in Malaysia shall have jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee and Indemnity and that accordingly any suit action or proceeding (in this Clause referred to as “Proceedings”) may be brought in such court. Nothing in this Clause shall limit your right to take Proceedings against me/us in any court of competent jurisdiction.
9. Any notice request or demand requiring to be served by either party hereto to the other under this Guarantee and Indemnity shall be in writing and shall be deemed to be sufficiently served:
 - i. if it is given by the party or its solicitor by post in an ordinary or registered letter addressed to the other party at its address set out herein or at its last known address and in such case it shall be deemed (whether it is actually delivered or not) to have been received at the time when such letter would in the ordinary course be delivered; or
 - ii. if it is given by the party or its solicitor and despatched by hand to the party to be served or its solicitor or solicitors; or
 - iii. if sent by facsimile, when the proper answer code is received by the sender; or
 - iv. if sent by email, on the day it is so sent or transmitted.
10. Time shall be of essence with regard to the performance of my/our obligation under this Guarantee and Indemnity.
11. This Guarantee and Indemnity shall be valid and binding upon and ensure to your benefit and that of your successors-in-title and assigns, and in our case, my/our administrator and successors-in title.
12. I/We hereby declare that I/we have been advised by you to seek independent legal advice on the implication to me/us of this Guarantee and Indemnity and that I/we have not relied upon any representation, statement or advice from you or any of your officers and I/we agree that the provisions contained herein shall be binding on me/us regardless of whether I/we have resorted to any such independent advice.
13. In this Guarantee and indemnity unless the context otherwise requires, the plural includes the singular and vice versa; references to persons include references to companies or corporation and vice versa; and references to the neuter gender includes references to all genders. All terms not specifically defined herein shall have the meaning assigned to them in the Sponsored Merchant Agreement.

Guarantor
X Signature:
Name
NRIC No

Witness
Signature:
Name
NRIC No



DECLARATION & CONSENT

1. I/We warrant and confirm that all information given above is true, complete and correct and further authorise MANAGEPAY to verify the information by whatever means MANAGEPAY considers appropriate.
2. I/We have read, understood & agree to be bound by all clauses stated in the MANAGEPAY SPONSORED MERCHANT AGREEMENT and MANAGEPAY's Terms and Conditions available at MANAGEPAY's website and acknowledge that MANAGEPAY reserves the right to modify any of the clauses thereto from time to time.
3. I/We understand that MANAGEPAY may decline this application without giving any reason whatsoever.
4. I/We agree to all Terms and Conditions that govern the usage of MANAGEPAY services. These Terms and Conditions are subject to revision by MANAGEPAY and I/We will be notified in a manner as MANAGEPAY deems appropriate.
5. I/We understand and agree to provide MANAGEPAY written notice of any changes in the information that was originally provided in this application.
6. I/We further agree that MANAGEPAY reserves the rights to accept or reject such changes (if any) without giving any reason as ManagePay deems fit.
7. I/We confirm that all information and personal data given is true, correct and have not withheld any information which might prejudice my application. I/We understand that I/we must provide written notice to inform MANAGEPAY or its group of companies (collectively as "MANAGEPAY") immediately if there is any change of information as required by this application.
8. I/We confirm that I/we am/are not subjected to any cessation of business / winding up liquidation at the time during this application.
9. I/We agree and allow MANAGEPAY to process the Card/e-Wallet transactions and be bound by all clauses stated in the MANAGEPAY SPONSORED MERCHANT AGREEMENT.
10. I/We have read, understood and agree to be bound by and the Terms and Conditions published at <https://penangpearl.my/> and acknowledge that these clauses may be modified by MANAGEPAY from time to time. I/We agree that I/we shall always keep updated on any modified clauses by visiting the above URL.

Confirmation by Merchant

I/We have read and understood the contents of this Declaration & Consent form and I/we hereby accept the same.

I/We also confirm receipt of the PDPA notification as part of your compliance with the PDPA.

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.

Authorised Signatory:

Signed by,
Name :
NRIC :
Designation :
Date :

Company Stamp:

**Company stamp is compulsory else application will be deemed incomplete*