

1.0 Fees and Charges

	MPAY PRO PROGRAMME	MPAY PRO – Rental Package												
a	Merchant Discount Rate (MDR)	<table border="1"> <thead> <tr> <th>Card Type</th> <th>MDR</th> </tr> </thead> <tbody> <tr> <td>MyDebit (Local)</td> <td>0.75%</td> </tr> <tr> <td>MasterCard & Visa Debit (Local)</td> <td>0.75%</td> </tr> <tr> <td>MasterCard & Visa Credit (Local)</td> <td>1.50%</td> </tr> <tr> <td>MasterCard & Visa Credit/ Debit/Prepaid (Foreign)</td> <td>2.00%</td> </tr> <tr> <td>MasterCard & Visa Prepaid (Local)</td> <td>1.00%</td> </tr> </tbody> </table>	Card Type	MDR	MyDebit (Local)	0.75%	MasterCard & Visa Debit (Local)	0.75%	MasterCard & Visa Credit (Local)	1.50%	MasterCard & Visa Credit/ Debit/Prepaid (Foreign)	2.00%	MasterCard & Visa Prepaid (Local)	1.00%
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b	MPay Terminal Deposit (Refundable)	RM 300.00												
c	Advance Rental Fee (Rental Package) / Device Price (Outright Purchase Package)	RM 300.00												
d	Delivery Charges (please choose one option):	FOC												
	i. Self-Collect from HQ													
	ii. Delivery (Courier Charges)	RM 15.00												
	iii. Onsite Installation & first time training Fee	RM 50.00												
e	MPAY Offer*	<input type="checkbox"/> RM 600.00 (self-collect) <input type="checkbox"/> RM 615.00 (Courier) <input type="checkbox"/> RM 650.00 (Installation)												
	MPAY Offer**	<input type="checkbox"/> RM 900.00 (self-collect) <input type="checkbox"/> RM 915.00 (Courier) <input type="checkbox"/> RM 950.00 (Installation)												
f	Monthly Rental Fees (Rental Package) / Monthly Support Fees (Outright Purchase Package)	RM 25.00 (Waived until 30 th September 2022)												

MPAY offer*- only applicable to merchant who maintain their settlement account in any of the 14 Direct Debit Participating bank – Bank Islam, CIMB, Hong Leong Bank, Maybank, Public Bank, RHB Bank, Bank Rakyat, Citibank, HSBC, OCBC, Standard Chartered, Bank of America Merrill Lynch, Deutsche Bank and J.P.Morgan Private Bank.

MPAY Offer** - For non-Direct debit participating bank, merchant is required to either open new account with participating bank or pay advance 24 months rental or Support Fees (RM25.00x24 / RM10.00x24)

MPay Terminal Deposit to be refunded shall be less any monies owing by you to us under the Programme.

Subsequent monthly rental fees will be made via direct debit.

Each application is subject to a non-refundable processing fee of ~~RM212.00 (Inclusive of 6% SST)~~

ManagePay Services Sdn Bhd's SST Registration No. B16-1901-3200003.

2.0 Other Value Added Services Charges

a	Statement Retrieval Fee	RM 10.00 per statement
b	Refund Request Fee	RM 10.00 per request
c	Additional Training Fee	RM 100.00 per hour, minimum 2 hours
d	Chargeback Processing Fee	RM 25.00 per chargeback
e	Settlement Payment Re-process Fee	RM 10.00 per settlement

3.0 Term

a	Thirty-six (36) months
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4.0 Risk Management

a	Single Transaction Limit	RM 25,000.00
b	Monthly Transaction Limit	RM 25,000.00

5.0 Period for Termination

a	Thirty (30) days
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6.0 Other Fee

a	Cancellation/Rejection Fee	RM 100.00 (Rejected by Sponsored Bank) RM 200.00 (Voluntary Cancelled by Merchant)
b	Compensation Fee	RM 300.00 (Lost, stolen & damaged Terminal)
c	Reactivation Fee	RM 10.00
d	Replacement Fee	RM 100.00

7.0 Onsite Technical Support Fee

a	Klang Valley area	RM 50.00
b	Rest of Peninsular Malaysia	RM 80.00
c	Sabah/Sarawak	RM 120.00

PRIVATE & CONFIDENTIAL

Date :

Dear Sir/Madam

RE: **LETTER OF OFFER – MPAY SPONSORED MERCHANT (MPAY PRO) (“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. In addition to this letter, this arrangement is to be regulated by an agreement (“Merchant Agreement”) between us that supplements the terms and conditions set out in this letter.

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 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 (f) of Schedule 1 per MPAY terminal 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.

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 Card transaction or an item on a Card 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. Card Particulars

It is your responsibility to ensure that in the case of ‘chip-and-sign’ Cards, all your Card customers sign on the approved sales receipt and verify the signature against the signature on the signature panel at the back of the Card. In the case of ‘chip-and-pin’ Cards, in addition to the security measures set out in paragraph 12.2, you are to ensure that all such Card customers insert their pin number for each transaction. “Card” in this letter shall mean MPay Balance, any other pre-paid, credit or debit payment card mentioned herein and shall include such other pre-paid, credit or debit payment card acceptable in Malaysia. In the event the approved sales receipt is not signed, we reserve the right to hold back any settlement until the technical window for Chargeback is closed.

6. Cancellation/Rejection Fee

A fee as set out in Section 6 (a) of Schedule 1 will be imposed in the event:

- (i) You withdraw or cancel your application before your account is activated.
- (ii) Your application is rejected.

7. 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 or the Merchant Agreement 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.

8. 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.

9. 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 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 Card transactions settlement.

10. Onsite Technical Support

Onsite technical support is available for a minimum fee as set out in Section 7 of Schedule 1.

11. Acceptance of the Payment Card

We are also pleased to inform that you shall enjoy the privilege of selecting and requesting from your customer the type of Card that you wish to accept for payment. When your customer is about to make payment, besides the MPay Balance, you may request for "MyDebit" or any other debit cards. Upon the customer presenting its Card, you may select the payment card option that has been readily made available on the MPay Terminal under the Programme.

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

12. Compliance & Security

12.1 "Double Swiping" or Unauthorised Card 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, you are strictly prohibited from capturing/storing/copying the data contained on the card or within the data storage elements on the card vis. the magnetic stripe and/or the "chip" data or that of the cardholder. As such practices such as "double swiping" i.e. the capture of card data on other terminals or devices other than authorised and provided by MPay is not allowed.

12.2 Security for "Pin Based" transactions

Card transactions that require a Personal Identification Number ("PIN") to be keyed on the terminals or PIN Pads require a very high level of security from your end to ensure your customers are able to key in the PIN with full confidence that there are no risks to the PIN being copied/captured/compromised.

You should therefore ensure the following are being complied with and carried out at all times:

- i. That you provide proper space for the customer to key in the PIN with ease;
- ii. That your cashier or staffs around the area, "LOOK AWAY" when the customer enters its PIN;
- iii. That your staff ensure the other customers/persons stand at a reasonable distance away from and not "crowd around" the customer who is about to key in their PIN.

13. Taxes

13.1 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.

13.2 All payments or other amounts payable to you are to be paid after deduction or withholding as required by applicable law.

13.3 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 on any expenses incurred or to be incurred by us and/or the Sponsored Bank (except where prohibited by law) shall be borne by you.

13.4 All other taxes, duties or government charges now or hereafter imposed or levied in connection with this Programme shall be borne by you.

13.5 You hereby agree that we and/or the Sponsored Bank 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, interest at the Sponsored Bank's prevailing rate(s) shall be charged accordingly to you.

14. **Schedules**

Schedules 1 and 2 are and form 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 2;
- (ii) Schedule 1; and
- (iii) Letter of Offer.

15. **Specific Conditions**

- 15.1 The ownership of the MPAY Terminal vests at all times with us and must therefore be returned to us 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 sum as set out in Section 6(b) 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 of the MPAY MPOS terminal for whatever reason and you shall be similarly liable to pay us a compensation sum for loss of the MPAY Terminal at the same compensation sum as set out in Section 6(b) of Schedule 1 per MPAY Terminal. This term is applicable to Rental Package only.
- 15.2 Fees chargeable for request in reactivation on other device shall be as set out in Section 6(c) of Schedule 1 per account.
- 15.3 By accepting the MPAY Terminal that is now provided to you based on your present requirement, you also agree that should you require us to replace the MPAY Terminal for any reasons whatsoever, including reasons of incompatibility with your mobile device or devices, we shall provide a replacement MPAY Terminal at a replacement cost as set out in Section 6(d) of Schedule 1 per MPAY Terminal.
- 15.4 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 under this letter and the Merchant Agreement. 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.

Kindly indicate your understanding and acceptance of the terms and conditions set out herein by signing and returning a declaration form 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 card 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]