



MERCHANT SERVICES APPLICATION FORM

A. MERCHANT PROFILE			
Company Registered Name		Company Registration No.	Company Registration Date
Legal / Registered Address		Business Address	
City	State	City	State
Zip / Postal Code	Country	Zip / Postal Code	Country
Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sdn Bhd <input type="checkbox"/> Not For Profit <input type="checkbox"/> Others			
Telephone No.	Fax No.	No. of employees	Capital Resources (Assets)
Mailing / Correspondence address is <input type="checkbox"/> Registered Address <input type="checkbox"/> Business Address		Tax Registration No.	Merchant Category Code <i>(for eGHL use only)</i>
Main Contact Person Name	Designation	Billing Contact Name	Email Address
Mobile No.	Email Address	Technical Contact Name	Email Address
Office area zoned: <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial			
B. OWNERSHIP PROFILE			
Name – Principal #1	NRIC / Passport No.	Office No.	Mobile No.
Designation	% Owned	Email Address	
Current Home Address			
City, State, Country	Zip / Postal Code	City, State, Country	Zip / Postal Code
Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent
Name – Principal #2	NRIC / Passport No.	Office No.	Mobile No.
Designation	% Owned	Date of Birth	Email Address
Current Home Address			
City, State, Country	Zip / Postal Code	City, State, Country	Zip / Postal Code
Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent
C. ONLINE BUSINESS PROFILE			
Company's Doing Business As (DBA) Name / Trading Name			
Type of products / services sold			
Targeted country	No. of Years in Business	Website URL	
Current Acquirer / Payment Gateway		Desired Processing Currency	
Estimated Monthly Online Sales	Average Transaction Amount	Maximum Transaction Amount:	
Do you have a physical retail shop? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, (a) what is your monthly retails sales volume? _____ (b) how many outlet do you have? _____			





MERCHANT SERVICES AGREEMENT

1. GENERAL

- 1.1 This "**Agreement**" is made between the company as registered in the merchant Service Application Form (hereinafter called the "**Sub-merchant**") and **GHL ePayments Sdn Bhd (Company No. 1040427-M)**, a company incorporated in Malaysia, having its principal place of business of L5-I-3, Enterprise 4, Technology Park Malaysia, Bukit Jalil, 57000 Kuala Lumpur, Malaysia (hereinafter called the "**eGHL**" or "**Merchant**" of the other part and together with Sub-merchant shall hereinafter be referred to as the "**Parties**").
- 1.2 The Services offered by GHL ePayments Sdn Bhd includes (but not limited to) online Credit/Debit card payments, Electronic Banking, (e-Banking), Electronic Wallet (local and foreign e-Wallet) and Over the counter payments.
- 1.3 Under the terms of this Agreement, Sub-merchant will be furnished with the services and products described herein and selected by Sub-merchant herein (collectively and individually, as applicable, the "**Services**") with respect to transactions for sale of goods and/or services Sub-merchant agrees to be bound by this Agreement, as may be modified or amended from time to time.
- 1.4 The Sub-merchant hereby acknowledge and agree that by entering into a contract/ commercial agreement with eGHL, the Sub-merchant has undertaken the necessary risk assessment to mitigate any potential risks that may emerge in relation to the contract/ commercial arrangement entered into with eGHL.
- 1.5 If signed by a firm, the expression "Sub-merchant" shall include the person or persons from time to time carrying on the business of such firm and, if Sub-merchant comprises of two or more persons, the expression "**Sub-merchant**" shall include all and each of them and their liabilities under this Agreement shall be joint and several.
- 1.6 Any reference in this Agreement to "**Merchant**", "**Sub-merchant**", "**Processor**", or "**Depository**" shall, if the context permits or requires, be construed so as to include its and any subsequent successors, legal representatives and permitted transferees and assigns in accordance with their respective interests.

2. SERVICE DESCRIPTIONS

- 2.1 Service Providers (Banks and Non-Banks), Processor's (Acquirers) and eGHL which are provided under this Agreement, consist of:
- (a) authorization of Transactions (by Service Provider and Processor);
 - (b) electronic draft capture (or collection of sales slips) of Transactions (by eGHL);
 - (c) out clearing of Transactions to the appropriate Card Associations and/or card issuers (by Processor);
 - (d) provision of information to effect settlement of such transactions (by Processor);
 - (e) dispute resolution with cardholders' banks (by Processor); and
 - (f) transaction-related reporting, statements and products (by eGHL).
- 2.2 eGHL processes all transactions through the use of its secure encryption network. All payment shall be initiated via the secure Payment process.
- 2.3 eGHL, at all time, takes reasonable measures to provide a secure payment system and will comply at all times to Card association Regulation including PCI-DSS certification.
- 2.4 From time to time under this Agreement, upon Sub-merchant's request, eGHL may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Merchant's prior written approval and are subject to applicable pricing.
- 2.5 Sub-merchant has elected to accept cards of the card types and other non-card payment options as specified on the Appendix I. Sub-merchant agrees to pay, and the Sub-merchant's Account(s) (as defined in Clause 5) will be charged pursuant to Clause 5 of this Agreement for, any additional fees incurred as a result of Sub-merchant's subsequent acceptance of transactions with any card type that it has not elected to accept on the Appendix I.

3. PROCEDURES

- 3.1 Merchant agrees that it shall not perform any act that violates federal, state/provincial or local law of Malaysia including but not limited to Anti Money Laundering and Anti-Terrorism Financing Act 2011, laws of any countries in which the merchant reside in as well as any countries in which the merchant does business. Sponsored Merchant agrees to provide any information and documents reasonably required by any other party (the information recipient) to comply with any applicable anti money laundering or counter-terrorism financing laws including any applicable laws imposing know your customer or identification checks or procedure that the information recipients is required to comply with in respect of this Agreement (AML and CTF Laws)
- 3.2 Sub-merchant will permit customers to charge purchases or leases of goods and services, provided that such Transaction complies with the terms of this Agreement. Each such transaction will be evidenced by a valid transaction record in an approved form such as a sales slip. Sub-merchant will not present any sales slip that does not arise out of a Transaction between a customer and Sub-merchant.
- 3.3 Sub-merchant agrees:
- (a) to abide by the rules and regulation as set forth in this this Agreement;
 - (b) to be bound by the operating regulations and rules of the Card Associations, including without limitation any rules and regulations related to cardholder and transaction information security, such as Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program.





3.4 eGHL may, from time to time, issue written directions (via mail or facsimile) regarding procedures for Sub-merchant to follow and forms to use to carry out this Agreement. These directions and the terms of the forms are binding as from the effective date specified in such directions and shall form part of this Agreement.

4. MARKETING

4.1 Sub-merchant shall adequately display the eGHL logo, Card Associations and card issuer service marks and promotional materials supplied by eGHL on their website or checkout page. Sub-merchant shall cease to use or display such service marks in any way (including, without limitation, in promotional materials and transaction related papers or forms of Sub-merchant) immediately upon notice from eGHL or upon termination of this Agreement. Sub-merchant shall not issue or despatch any promotional materials which include any reference to eGHL or its name, trade name, logo, service mark and/or trademark without its prior written consent.

4.2 Sub-merchant irrevocably authorises eGHL, to include its name in any directory or promotional materials produced by eGHL, in connection with the acceptance of the cards.

5. PAYMENT AND FEES

5.1 Sub-merchant agrees to pay the fees, charges and expenses described on the Appendix I, together with any other liabilities or expenses described in this Agreement.

5.2 eGHL will pay Sub-merchant for Card Transactions submitted under this Agreement by credit to the account(s) designated by Sub-merchant (the "**Sub-merchant's Account(s)**") by any other means acceptable to eGHL. Unless otherwise agreed by eGHL, Sub-merchant will be paid within the timeframe set out on the Appendix II for the gross amount of the Card Transactions submitted less the amount of any discount, fees and other charges (including refund, chargebacks and adjustments) set forth in this Agreement and credit vouchers deposited (together with any taxes payable in respect thereof); provided, however, that eGHL does not warrant payment within this timeframe if the Sub-merchant's Account(s) is maintained with a financial institution other than Member. If the amount payable to Sub-merchant hereunder is insufficient to pay the outstanding charges described in the preceding sentence on any day and/or any other amount due or payable by Sub-merchant to eGHL under this Agreement, eGHL shall be entitled to:

- (a) set off and deduct the outstanding amount in whole or in part from any payment due from it to Sub-merchant; and/or
- (b) deduct the outstanding amount in whole or in part from subsequent credits to Sub-merchant's Account(s); and/or
- (c) claim from Sub-merchant the outstanding amount in whole or in part.

5.3 Sub-merchant agrees to pay, and Sub-merchant's Account(s) will be debited, for all fees, arbitration fees, fines, penalties, refunds, chargebacks etc. charged by eGHL or by the Card Associations on account of Sub-merchant's processing hereunder. If an error occurs, Sub-merchant's Account(s) may be debited or credited therefor.

5.4 Sub-merchant represents and warrants that no one other than Sub-merchant has any claim in respect of any Transaction submitted hereunder except as authorized in writing by eGHL.

5.5 Sub-merchant further represents and warrants that payment by eGHL shall be without prejudice to any claims or rights which eGHL may have against Sub-merchant and shall not constitute any admission by eGHL as to the performance by Sub-merchant of its obligations under this Agreement and the amount payable to Sub-merchant.

5.6 If eGHL suspects, on reasonable grounds, that Sub-merchant has committed or is about to commit a breach of this Agreement, any illegal activity (including, without limitation, money laundering) or dishonesty or fraud against eGHL or any of its customer, eGHL shall be entitled to suspend all payments under this Agreement to Sub-merchant pending enquiries by eGHL.

6. Intellectual Properties Rights

6.1 eGHL hereby grants the Sub-merchant a royalty-free, non-transferable and non-exclusive right to use the trade names and logos of eGHL ("Trademarks") in its "**Website**" (An e-commerce enabled, interactive Internet world wide web sites maintained by the Sub-merchant for the purpose of displaying and offering Products for sale to the Customers) and in any off-line promotional materials solely for the purpose of indicating that it uses the Services. The Sub-merchant shall use such Trademarks in accordance with eGHL's directions. The Sub-merchant does not have a right to sub-license the use of the Trademarks. eGHL may apply limitations to the right granted to the Sub-merchant at any time and at its sole discretion. "**Customer**" is any person making a purchase of the "**Products**" (that are offered, sold or distributed online by the Sub-merchant via the Website).

6.2 When using the Trademarks, the Sub-merchant will ensure that no composite marks are created with its own trademarks and/or logos. The Sub-merchant acknowledges that its use of the Trademarks does not create for itself any rights over the Trademarks other than those explicitly granted in this Agreement.

6.3 The Sub-merchant acknowledges and agrees that all Intellectual Property in connection with the "eGHL System" (The system providing secured online payment and clearing service to Sub-merchants), including but not limited to, in and relating to the Trademarks are owned by eGHL or its affiliates.

6.4 All proprietary rights in the equipment (such as interfaces) and other materials used or made available by eGHL in the performance of this Agreement, whether or not supplied to the Sub-merchant, shall remain with eGHL or its licensors. The Sub-merchant shall only acquire such right of use as is explicitly granted under this Agreement. Sub-merchant shall return them to eGHL on demand, upon termination of this Agreement or upon Sub-merchant ceasing to do business, whichever is the earliest.





7. FINANCIAL INFORMATION

- 7.1 Sub-merchant agrees to furnish eGHL, such financial statements and information concerning Sub-merchant, its owners, principals, shareholders, partners, proprietors, directors, officers or its affiliates as eGHL may from time to time request. eGHL, , or their duly authorized representatives, may examine the books and records of Sub-merchant, including records of all transactions previously submitted hereunder.
- 7.2 Sub-merchant agrees to retain copies of all paper and electronic transaction records and credit slips submitted to eGHL for a period of 18 months from submission, or such longer period of time as may be required by the operating rules or regulations of the Card Associations, by law or by eGHL as specifically requested in writing in individual cases.
- 7.3 Sub-merchant agrees to furnish eGHL, of all paper and electronic transaction records including but not limited to credit slips, relative invoices, purchase orders, delivery orders and other documents within 14 days from date of request failing which the eGHL reserve the right to chargeback the Sub-merchant for the charge amount.

8. CHANGE IN BUSINESS

Sub-merchant agrees to provide eGHL, 30-days prior written notice of its intent to:

- (a) transfer or sell all or any substantial part of its total stock or assets; or
- (b) Change in company business ownership and/or it's director/shareholders; or
- (c) liquidate or file for bankruptcy; or
- (d) cease business or change the basic nature of its business; or
- (e) convert all or part of its business to mail order sales, telephone order sales, Internet-based sales or other sales where the card is not physically present and processed through Sub-merchant's terminal; or
- (f) remove or relocate any shop or office; or
- (g) make any material change in the management of Sub-merchant; or
- (h) make any change in Sub-merchant's legal status (such as from sole proprietorship to partnership or limited company or vice versa); or
- (i) make any change in any other material particulars relating to Sub-merchant which have been supplied to eGHL in connection with this Agreement.

Upon the occurrence of any such event, the terms of this Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable Card Associations.

9. TRANSFERABILITY

- 9.1 This Agreement is not transferable by Sub-merchant without the written consent of eGHL. Any attempt by Sub-merchant to assign its rights or to delegate its obligations in violation of this Clause shall be void.
- 9.2 Sub-merchant agrees that the rights and obligations of eGHL hereunder may be transferred by eGHL to any other person without notice to Sub-merchant. Sub-merchant agrees that the rights and obligations of card schemes hereunder may be transferred by the card scheme to any other card scheme of the Card Associations without notice to Sub-merchant. Sub-merchant acknowledges that the transferable rights of eGHL, hereunder shall include, but shall not be limited to, the authority and right to debit the Sub-merchant's Account(s) as described herein. eGHL, may subcontract or appoint any agent to carry out any of their respective obligations under this Agreement.

10. WARRANTIES AND REPRESENTATIONS

- 10.1 Sub-merchant warrants and represents to eGHL,:
- (a) that each Transaction submitted hereunder will represent a bona fide sale to a cardholder by Sub-merchant for the amount shown on the related transaction record as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever;
 - (b) that each transaction record or other evidence of a transaction will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions;
 - (c) that Sub-merchant will comply fully with all laws, rules and regulations and not violates any laws of Malaysia including but not limited to the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 and Personal Data Protection Act 2010 (including their subsidiary legislations and guidelines) as well as laws of any countries in which the eGHL carries out its businesses;
 - (d) that Sub-merchant will fulfill completely all of its obligations to their—customer and will resolve any customer dispute or complaint directly with the customer;
 - (e) that, without limiting the generality of the foregoing, each Transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of as set out in this agreement
 - (f) that all of the information contained in or provided pursuant to this Agreement is true and correct;
 - (g) that Sub-merchant shall keep strictly confidential the provisions of this Agreement, and all information and materials received from eGHL in connection with their respective businesses and instrument provided by them or either of them, and will disclose the same only to such of its employees who require such information for the purposes of performing Sub-merchant's obligations under this Agreement; Sub-merchant shall not and shall procure that its officers, employees and agents shall not without the prior written consent of eGHL, use or disclose any such information to any other person (except to Sub-merchant's agents for the





- sole purpose of assisting Sub-merchant to complete or enforce Transactions or to Sub-merchant's insurers and professional advisers) unless such disclosure is compelled by law or rules and regulations of the Card Association;
- (h) that Sub-merchant shall not submit any Transaction which involves the following Products without the prior written consent of eGHL:
- firearms/weapons;
 - ammunition;
 - drugs, drug paraphernalia and drug test circumvention aids;
 - fireworks and hazardous materials;
 - miracle cures;
 - local and foreign currencies;
 - pornography and adult content;
 - escort services;
 - sexually oriented materials or services;
 - gambling/online casino;
 - counterfeit and replica goods;
 - items or downloads which infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
 - tobacco;
 - pyramid or Ponzi schemes, matrix programs and other "get-rich-quick" schemes;
 - telemarketing;
 - time-sharing;
 - investment in gold bars;
 - investment scheme;
 - file sharing services;
 - items which promote hatred, racism, religious persecution or contain offensive content;
 - items which encourages illegal activity;
 - human remains and body parts;
 - unlicensed multi-level marketing;
 - stolen goods, including digital and virtual goods;
 - items which are considered obscene;
 - associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
 - payment aggregator;
 - i. associated with the sale of traveler's cheques or money orders;
 - ii. check cashing businesses;
 - iii. provision of certain credit repair or debt settlement services, credit transactions or insurance activities;
 - iv. sales of products or services identified by government agencies to have a high likelihood of being fraudulent; and
 - v. gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
- (i) that Sub-merchant shall not receive any cash payment from a cardholder with respect to charges for goods and/or services included in a Card Transaction;
- (j) that Sub-merchant shall display prominently the brand name and logo of eGHL and all other marketing or publicity materials that may be provided by eGHL from time to time during the Term on the Website. The Sub-merchant is also responsible for notifying the Customer that the description which will be printed on the Customer's credit card statement for the charges incurred may be different from the Sub-merchant's trading name;
- (k) that Sub-merchant shall retain copies of all Transaction receipts for a period of eighteen (18) months. The Sub-merchant will provide such copies of Transaction receipts to eGHL within five (5) Working Days of such request being made by eGHL;
- (l) that Sub-merchant shall perform card verification with the Customer in the event eGHL suspects that a transaction could be fraudulent;
- (m) that Sub-merchant further agrees that it will not provide or offer any "lifetime warranty", "lifetime guarantee" or any other guarantees for a period of more than ninety (90) days in respect of its Products;
- (n) that Sub-merchant agrees to describe accurately in its Website the following information:
- its trading name, address, telephone number, e-mail address and uniform resource locator;
 - details of its Products, including the price and specifications; and
 - steps which must be taken by Customers to make a purchase, including details on the point at which a sale is completed, delivery, shipping, returns, refund and privacy policies.
- (o) That Sub-merchant agrees to inform Merchant as soon as it becomes aware of any major or multiple product defects or logistics problems which could give rise to Chargeback or Refund; and
- (p) That Sub-merchant shall ensure that the Sub-merchant Password is not disclosed to any unauthorized persons at all times during the Term. **"Sub-merchant Password"** is the personal identification number used by the Sub-merchant when accessing the website of eGHL to view transactions processed through the eGHL System, which may be changed by the Sub-merchant with prior notification to eGHL.





11. INDEMNITY

Sub-merchant agrees to satisfy directly with the customer any claim or complaint arising in connection with the sale transaction between Sub-merchant and such customer, regardless of whether such claim or complaint is brought by the customer, Processor, eGHL or another party. Sub-merchant agrees to indemnify and hold eGHL, harmless from and against any and all liabilities (including without limitation fines imposed under the operating regulations and rules of the applicable Card Associations), losses, claims, damages, demands, actions, disputes, offsets, counterclaims, costs, expenses and judgements arising out of or relating to any transaction (including without limitation claims and complaints made by a customer or any other person or entity with regard to any Transaction submitted by Sub-merchant hereunder) or any other Service provided hereunder.

12. LIMITATION OF LIABILITY

12.1 eGHL shall not be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of any public enemy, acts of any Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems or other similar causes beyond such party's reasonable control.

12.2 To the extent permitted by any applicable law, the liability of eGHL or any loss arising out of or relating in any way to this Agreement, including but not limited to damages arising out of the unavailability or malfunction of the Services, personal injury, or property damage, shall, in the aggregate, be limited to actual, direct and general money damages in an amount not to exceed one (1) month's average charge paid by Sub-merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Sub-merchant's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. This shall be the extent of eGHL's, liability arising out of or relating in any way to this Agreement, including alleged acts of negligence, breach of contract, wilful default, or otherwise and regardless of the form in which any legal or equitable action may be brought against eGHL, whether in contract, tort or otherwise, and the foregoing shall constitute Sub-merchant's exclusive remedy.

12.3 Under no circumstances shall eGHL be liable for:

- (a) any lost profits, lost interest, or for special, consequential, punitive or exemplary damages arising out of or relating in any way to this Agreement, including but not limited to, damages arising out of placement of Sub-merchant's name on any terminated merchant list for any reason, even if eGHL has been advised of the possibility of such damages;
- (b) any settlement amounts pertaining to Switched Transactions, in respect of which Sub-merchant's sole recourse shall be to the applicable card issuer; or
- (c) any claim, loss, billing error, damage or expense arising out of or relating in any way to this Agreement which is not reported in writing to eGHL by Sub-merchant within 15 days of such failure to perform or, in the event of a billing error, within 15 days of the date of the applicable statement and Sub-merchant expressly waives any such claim that is not brought within the time periods stated herein.

13. TERM AND TERMINATION

13.1 Subject to the provisions hereof, this Agreement shall remain in full force and effect for a period of twelve (12) calendar months, commencing from Effective Date (the "**Initial Term**"), unless Sub-merchant gives to eGHL written notice of termination as to this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any extension or renewals thereof. If no term is specified on the Appendices, subject to the provisions hereof, this Agreement shall continue in full force and effect until Sub-merchant gives not less than thirty (30) days' prior written notice to eGHL to terminate it.

13.2 Notwithstanding anything to the contrary set forth herein, in the event that a term is specified on the Appendices and Sub-merchant terminates this Agreement in breach of this Clause 13, all yearly fees assessed to Sub-merchant under this Agreement and due to eGHL for the remainder of the then existing term of this Agreement shall be immediately due and payable to eGHL, and Sub-merchant hereby authorizes eGHL to accelerate the payment of all such yearly fees and to deduct the total amount from Sub-merchant's Account(s), or to otherwise withhold the total amount from amounts due to Sub-merchant from eGHL, immediately on or after the effective date of termination. If the Sub-merchant's Account(s) does not contain sufficient funds for the debit or the amount cannot be withheld by eGHL from amounts due to Sub-merchant, Sub-merchant shall pay eGHL the amount due within ten (10) days of the date of eGHL's invoice for same. The payment of accelerated yearly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate eGHL for their termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of but shall be in addition to any payment obligations for Services already provided hereunder (or that eGHL may continue to provide), which shall be an additional cost, and any and all other damages to which may be entitled hereunder.

13.3 Notwithstanding the foregoing, eGHL may terminate this Agreement or any portion thereof at any time with immediate effect upon written notice to Sub-merchant. Furthermore, eGHL may terminate this Agreement at any





time without notice:

- (a) upon Sub-merchant's default in performing under any provision of this Agreement;
- (b) upon an unauthorized conversion of all or any part of Sub-merchant's activity to mail order sales, telephone order sales, Internet-based sales, or to any sales activity where the card is not physically present and processed through Sub-merchant's terminal;
- (c) upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a Card Association;
- (d) Upon failure by the Sub-merchant to settle any pending payment (including but not limited to yearly fees, refund transactions, chargebacks, etc) to eGHL
- (e) Merchant account is inactive for more than 1 year since activation of merchant account.
- (f) if there has been any misrepresentation by Sub-merchant;
- (g) upon commencement of bankruptcy or insolvency proceedings by or against Sub-merchant; or
- (h) in the event eGHL reasonably deems itself insecure in continuing this Agreement.

13.4 In the event that eGHL, breach the terms and conditions hereof, Sub-merchant may, at its option, give written notice to eGHL, of its intention to terminate this Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Agreement terminable, at the option of Sub-merchant, at the end of such 30 day period unless notification is withdrawn.

13.5 Any Sub-merchant deposit or balance funds with eGHL will be made payable to the merchant, 6 months after the effective date of termination to facilitate any future dispute and/or chargeback. Termination of this Agreement shall not affect Sub-merchant's obligations which have accrued prior to termination or which relate to any transactions submitted hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination.

13.6 Any termination shall not affect any liabilities incurred prior to the termination nor any provision of this Agreement expressed or intended to survive, or to be effective from, termination. In particular, but without prejudice to the foregoing, Clauses 4, 6, 7, 10.1, 11, 12, 13.5, 13.6, 15.2, and 15.3, shall remain in full force and effect notwithstanding termination.

14. FRAUDULENT MERCHANT & SUSPICIOUS TRANSACTION

Upon investigation, with adequate information, in the case that eGHL believe transactions processed through eGHL services are suspicious or merchant is engaging in unauthorized/prohibited business category or activity, eGHL will seek clarification from the merchant accordingly. If there is no response or unjustifiable reason from the merchant, eGHL shall have the discretion to suspend the processing and/or retain the remaining funds up to 180 days.

15. CHARGEBACKS AND DISPUTES

15.1 If:

- (a) a customer disputes any Transaction or payment for any Transaction made through eGHL's payment gateway. (irrespective of the nature or manner of such disputes);
- (b) a Transaction is charged back or disputed for any reason by the card issuing institution or by the service provider according to the operating rules and regulations set forth; or
- (c) there has been a breach by Sub-merchant of any term of this Agreement;
- (d) eGHL, has any reason to believe a transaction previously submitted hereunder is unlawful, unenforceable, irregular, questionable, not genuine, or is otherwise unacceptable; and/or
- (e) any other event or circumstance, which eGHL, or Service Provider shall have previously notified to Sub-merchant in writing for the purpose of this Clause 14, has occurred in relation to a Transaction,

the amount of such Transaction may be charged back and deducted from any payment due to Sub-merchant or may be charged against any of the Sub-merchant's Account(s) or a Reserve Account (as defined in Clause 15). A list of some common reasons for chargebacks is contained in the Card Acceptance Guide; provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through

charging the Sub-merchant's Account(s) or the Reserve Account, Sub-merchant shall, upon demand by eGHL, pay eGHL the full amount of the chargeback or disputed transaction.

15.2 At any time, eGHL reserves the right to deduct the chargebacked/disputed/refund amount from the Sub-merchant's account Without the requirement of the Sub-merchant's consent. Should the Sub-merchant be no longer reachable or no longer in business, eGHL reserves the right to hold back the remaining balance of the merchant's account to facilitate any chargeback/dispute/refund that may occur.

15.3 Sub-merchant understands that obtaining an authorization for any transaction shall not constitute a guarantee of payment and the related sales slips can be returned or charged back to Sub-merchant like any other item hereunder.

16. DEFAULT/SECURITY INTEREST

16.1 Upon failure by Sub-merchant to meet any of its obligations under this Agreement (including funding a Reserve Account), any of the Sub-merchant's Account(s) or any other accounts belonging to Sub-merchant held by any designated depository (or by any other financial institution) may be debited without notice to Sub-merchant and Sub-merchant irrevocably authorize eGHL, to debit any such accounts for these purposes. Sub-merchant's instructions to its financial institutions to accept withdrawal requests from eGHL, and Sub-merchant's agreement to hold such institutions harmless and to indemnify them, are set out in Clause 15.2.

16.2 Sub-merchant also agrees that, in the event of a default by Sub-merchant, Member has a right of setoff and may apply any of eGHL's balances or any other monies due Sub-merchant from Member towards the payment of amounts





due from Sub-merchant under the terms of this Agreement. The rights stated herein are in addition to any other rights eGHL may have under applicable law.

17. CHOICE OF LAW/COLLECTION FEES/JURISDICTION

- 17.1 Should it be necessary for eGHL to defend or enforce any of its rights under this Agreement in any collection or legal action, Sub-merchant agrees to reimburse eGHL and/or Processor and/or Member, as applicable, for all costs and expenses, including reasonable collection agency and attorney's fees, as a result of such collection or legal action.
- 17.2 eGHL, and Sub-merchant agree that this Agreement and all disputes arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Malaysia and Sub-merchant hereby submits to the non-exclusive jurisdiction of the Courts of Malaysia.

18. AMENDMENTS

This Agreement may be amended only in writing signed by eGHL, and Sub-merchant, except that (a) the Card Acceptance Guide may be changed immediately by eGHL without notice to Sub-merchant or (b) eGHL may give Sub-merchant a notice either describing amendments to this Agreement or enclosing an entirely new agreement, which amendments or new agreement will be binding upon Sub-merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in the notice.

19. WAIVER

No provision of this Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION

- 20.1 Sub-merchant authorizes eGHL, to obtain from time to time from any person, including without limitation any credit reference agency, financial information on Sub-merchant or any owner, principal, director, officer, shareholder, partner, proprietor, managing agent or guarantor of Sub-merchant. Sub-merchant hereby authorizes (on its own behalf and on behalf of each person mentioned in the preceding sentence) Member and any depository institution to release any financial information concerning Sub-merchant or its accounts to Processor and/or eGHL.
- 20.2 eGHL, may exchange information about Sub-merchant, Sub-merchant's owners, principals, partners, proprietors, directors, officers, shareholders, managing agents and guarantors with each other, other financial institutions, Card Associations and any other party as eGHL, as applicable, may deem necessary in connection with the Services and this Agreement. Sub-merchant hereby authorizes (on its own behalf and on behalf of each person mentioned in the preceding sentence) eGHL, to disclose information as mentioned above and information concerning Sub-merchant's activity to any Card Associations, or any of their member financial institutions, or any other party without any liability whatsoever to Sub-merchant.

21. USE OF SUB-MERCHANT'S NAME

Upon execution of this Agreement, eGHL, shall have the right to include the Sub-merchant's name in any directory or promotional material produced in connection with the acceptance of Card Transactions.

22. GENERAL

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Agreement.

23. NOTICES

All notices required by this Agreement shall be in writing and shall be sent by courier, or by regular or registered mail. Any notices sent:

- (a) to eGHL shall be effective upon actual receipt by eGHL.
- (b) to Sub-merchant (including notices contained in Sub-merchant statements) shall be effective upon the earlier of actual receipt or on the third day following the date of posting such notice to the latest address provided by Sub-merchant to eGHL or upon sending such notice to any e-mail address or facsimile number provided by the Sub-merchant hereunder.

The parties hereto may change the name and address of the person or the facsimile number to whom/which notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.





24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Sub-merchant, eGHL, with respect to the subject matter hereof and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

25. EFFECTIVE DATE

This Agreement shall become effective only upon acceptance by eGHL, or upon the acceptance by eGHL and/or Processor of the submission of transactions by Sub-merchant at such locations as designated by eGHL and/or Processor, whichever event shall first occur.

26. DESIGNATION OF DEPOSITORY

The financial institution set forth in the Signature Page is designated by Sub-merchant as a depository institution ("**Depository**") for payments due to Sub-merchant hereunder. Sub-merchant authorizes eGHL to make payment hereunder to Depository with instructions to credit the Sub-merchant's Account(s) with Depository. Depository, eGHL may charge any of Sub-merchant's Account(s) at Depository for any amount due under this Agreement. eGHL must approve in writing any proposed changes to the Sub-merchant's Account(s) or to Depository.

27. FOREX INTERCHANGE.

All foreign currencies will be converted to the respective processing and/or settlement currency if such a conversion is required. eGHL shall use the CIMB Bank Berhad interbank foreign exchange rate from the domestic currency market to determine the exchange rate. For settlement only, eGHL will ensure the commercial bank's markup rate on the prevailing bank exchange rate is capped at a maximum of 3% base on the Interbank Foreign Exchange mid-rate. eGHL reserves the right to re-elect a new base reference rate with prior notification to the sub-merchant.

28. TRANSACTION CURRENCY

All transactions submitted hereunder shall be denominated in Malaysian Ringgit or such other currencies as specified on the Appendix I unless otherwise agreed in writing between eGHL and Sub-merchant.

29. CARD NOT PRESENT TRANSACTIONS

Where eGHL, have agreed that Sub-merchant may submit card not present transactions (including without limitation mail order sales, telephone order sales and Internet-based sales) to Processor for processing under this Agreement:

- (a) any reference in this Agreement to "**Card Transaction**" shall include any card not present transaction;
- (b) any reference to use of a card or effecting a Card Transaction shall include use of, or effecting a Card Transaction with, the details of or relating to the card;
- (c) this Agreement shall apply to all card not present transactions except to the extent that any provisions of this Agreement are not applicable where a card is not physically presented to Sub-merchant; and
- (d) Sub-merchant shall comply with all provisions of this Agreement, in particular, such requirements specified in the Card Acceptance Guide and written directions of eGHL in connection with processing card not present transactions (including without limitation any software, system, security and website requirements).

30. DATA PROTECTION

30.1 The Sub-merchant agrees that is shall not perform or caused to be performed any act which violates Personal Data Protection Act 2010 (including their subsidiary legislations and guidelines) ("PDPA 2010") and shall exercise a reasonable degree of skill, due diligence, prudence and foresight to comply with all principles set out herein including, registering itself with the Personal Data Protection Commissioner of Malaysia as data user (if required), having in place adequate and reasonable procedures, protection and measures and continue to keep such procedures, protections and measures in place, in order to maintain the confidentiality and prevent unauthorized use and unauthorized disclosure of any personal data which came into possession of the Sub-merchant in the course of transacting Card Transactions and that it will not make any copies of the personal data or reproduce any of it in any form.

30.2 Upon the termination of this Agreement for any reason whatsoever, Sub-merchant shall immediately cease all processing personal data which came into possession of the Sub-merchant in the course of transacting via eGHL System and will return to eGHL in a format specified by eGHL, or destroy, as eGHL may request in its discretion, all personal data processed by the Sub-merchant.

31. SERVICE LEVEL

31.1 eGHL will, on a best effort basis provide an average up time of ninety-nine point five percent (99.5%) per month of the eGHL System provided always that there is full availability of the services of its underlying internet and telecom providers.

31.2 eGHL does not guarantee and is not responsible for any minimum response time in connection with the on-line authorization of payment from an "**Acquiring Bank**" (the financial institution to which eGHL will route the Card





Transactions for authorization, clearing and settlement purposes) or availability of specific payment methods.

32. SEVERABILITY

If any provision herein is deemed by any tribunal or court of competent jurisdiction to be illegal, invalid or unenforceable under any applicable law or otherwise, it shall, to the extent required by such law and subject to the Agreement of eGHL, be severed from this Agreement and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of this Agreement.

33. TAXES

All prices quoted in appendix I of this agreement do not include any relevant taxes imposed by each respective country and will be charged separately unless mentioned otherwise. eGHL will not be liable for any taxes or other fees, including but not limited to goods and services tax, sales taxes, use taxes, withholdings taxes or any other tax assessed by any taxing authority with competent jurisdiction, to be paid in accordance with or related to the sale of Products through the eGHL System or transactions generated by the Customers. The Sub-merchant agrees to bear and take full responsibility for all taxes and fees of any nature associated with the Products sold or the Sub-merchant's use of the eGHL System, and will indemnify and hold eGHL harmless in accordance herewith.

34. FORCE MAJEURE

No failure or omission by any party to carry out its obligations or observe any of the stipulations or conditions of this Agreement, shall give rise to any claims against the party in question or be deemed a breach of this Agreement, if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, delay in deliveries from subcontractors or machine failure caused by force majeure, or any other event outside the control of the party in question.

35. COST AND EXPENSES

35.1 Each party shall bear its own solicitors' legal fees and costs in respect of the preparation and execution of this Agreement and all ancillary documents.

35.2 The Sub-merchant shall pay the stamp duty on the original and one (1) duplicate of this Agreement. In the event of extension or renewal of the Term, the stamp duty shall be borne by the Sub-merchant and the Parties shall each bear their respective solicitors' legal fees and costs in connection with the renewal of the Term.




APPENDIX I
eGHL SERVICE FEE - MALAYSIA

Description		Service Fees	
Select payment channels	One-time eGHL Registration Fee <i>*Non-refundable</i>	*MYR399.00	
	eGHL Yearly Maintenance Fee	*MYR399.00 <i>(1st year waived)</i>	
	Additional Fee for Alipay (If any)	*MYR300.00	
	Additional Fee for Foreign Currency (If any) <i>*MYR200.00 per currency</i>	*MYR200.00	
<input type="checkbox"/>	Visa, MasterCard	<u>Currency</u> MYR	<u>Transaction Fee</u> 2.8%
<input type="checkbox"/>	FPX	MYR	2.8% or MYR0.70 <i>(whichever is higher)</i>
<input type="checkbox"/>	Alipay - Online	USD	3%
<input type="checkbox"/>	MCash	MYR	0.5%
<input type="checkbox"/>	Foreign Currency		3.5%
Settlement Fee			
Settlement Currency		MYR	
Local Account		N/A	
Foreign Account (Tele Transfer)		USD 30.00	
Other Charges			
Refund Fee		MYR 0.50	
Chargeback Fee <i>(Applicable for cards transaction only)</i>		MYR 3.00	
Settlement Period		Week + 4	

* Subject to Service Tax (ST)





APPENDIX II

PROCESSING AND SETTLEMENT

- (a) Subject to Clause (b) in Appendix II, Clause 14 and 15 in the Sub-merchant Services Agreement, eGHL shall remit payment (after deducting the Transaction Fee and fund for the Reserve Account as set out in Appendix I) to the Sub-merchant in respect of each completed Transaction base on Week + 4 ("**Settlement Date**") or according to the settlement period agreed by both parties as stated in appendix I.
- (b) The "**Settlement**" is derived by calculating the amounts due to the Sub-merchant in respect of the Transactions after deducting the following items:
- (i) Service Fees;
 - (ii) Refunds;
 - (iii) Chargeback and any charges passed on to eGHL;
 - (iv) Disputed Transactions and any amounts reasonably required to cover potential or expected Refunds, Chargeback or disputed Transactions;
 - (v) Reserve Account; and
 - (vi) any other charges or amounts due to eGHL under this Agreement
- (c) Merchant agrees that GHL ePayments Sdn Bhd will assist to perform currency conversion (where it sees fit or where required) for and on behalf of the merchant for processing and/or settlement.
- Merchant consent eGHL to perform currency conversion on behalf as stated above in clause 27.
 - Merchant does not consent eGHL to perform currency conversion on behalf.
- (d) eGHL will pay to the Sub-merchant the Settlement by interbank giro or by telegraphic transfer to the Sub-merchant's designated bank account. All charges incurred by eGHL in making payment for the Settlement shall be borne by the Sub-merchant.
- (e) In the event that the value of all items listed in Clause (b) in Appendix II exceeds the value of all transactions, eGHL may deduct and hold such amount equivalent to the shortfall from the Settlement together with interest at the rate of 3.0% per annum imposed thereon.
- (f) All payments made by eGHL to the Sub-merchant shall be in "Ringgit Malaysia" or "RM" (the lawful currency of Malaysia).
- (g) In the event of any discrepancies or inconsistencies in data, the original copy provided by eGHL shall be absolute.

