

BETWEEN

(Company No: _____)

AND

**ALLIANCE BANK MALAYSIA BERHAD
(Company No: 88103-W)**

**SUB SELLER AGREEMENT FOR
PAYMENT SERVICE AGENT (PSA) FPX SERVICE**

DATED DAY OF 201_

This **SUB SELLER FPX SERVICE AGREEMENT** is made on _____ day of _____ 201__ .

(Insert Sub Seller Company Name) (Company No. : _____) a company incorporated in Malaysia under the Companies Act 1965 and having its registered address at Corporate Client address (hereinafter referred to as “**Sub seller**”) of the one part is a Sub seller of KIPLEPAY SDN. BHD.(formerly known as Webonline Dot Com Sdn. Bhd.) (Company No: 510377-P)a registered Payment Service Agent (hereinafter referred to as “**Payment Service Agent**”)with ALLIANCE BANK MALAYSIA BERHAD.

AND

ALLIANCE BANKMALAYSIABERHAD (Company No. 88103-W) a company incorporated in Malaysia and having, its registered office at 3rd Floor, Menara Multi Purpose, Capital Square, 8 Jalan Munshi Abdullah, 50100 Kuala Lumpur (hereinafter referred to as “**Acquirer**”) of the other part; (hereinafter individually and collectively known as the “**Party/Parties**”)

1. DEFINITIONS AND INTERPRETATION

Definitions of frequently used terms in this Agreement are as follows:-

Term	Description
Acquirer	A participating Financial Institution or non-Financial Institution that acquires an Exchange and/or Seller to provide or subscribe to FPX services.
Agreement	This Sub Seller FPX Service Agreement and shall include the Schedules attached hereto.
Bank	A Financial Institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
Business to Business (B2B)	A real time transaction initiated by business organization, company or government agency to make e-commerce payment to another business organization, company or government agency via FPX of which a singleauthoriser or multiple authoriser is required to authorise the payment initiated by logging on to the Buyer’s Bank’s internet banking system.
Business to Consumer (B2C)	A real time transaction initiated by individual to make e-commerce payment to business organization, company or government agency via FPX of which the individual is required to authorise the payment initiated by logging on to the Buyer’s Bank’s internet banking system.
Buyer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make payments to Sellers using the FPX service.
Buyer Bank	A Participant in the FPX service who offers services that allow Buyers to initiate payment Instruction.
CASA	Current Account and Savings Account.
Card Accounts	Credit Card Account(s), charge card account(s) and prepaid card account(s).
Collection Account	Current Account maintained by the Payment Service Agent with the Acquirer for the use to collect all input from FPX Transaction
Counterparty	In a relationship between Participants who are engaged in a FPX Payment, the Participant on the other end / opposite side of the payment instruction is called the Counterparty.
Exchange ID	An ID that is provided to the Exchange in order to identify a Seller

2. DURATION

Duration of Agreement

- 2.1 This Agreement shall be valid for a period of Two (2) years (“the **Term**”) commencing on the date of this Agreement (the **Effective Date**) until terminated by any Party in accordance with **Clause 13** of this Agreement.
- 2.2 This Agreement will be automatically renewed upon the renewal of the Payment Service Agent Agreement provided always that the Sub seller is not suspended or terminated under this Agreement.

3. FPX SYSTEM ACCESS

- 3.1. In consideration of the fees paid to the Acquirer, the Acquirer agrees to facilitate the participation of the Sub seller in the FPX service in accordance with this Agreement.
- 3.2. The Sub seller hereby agrees to observe all the FPX Operational Procedures issued by the FPX Operator which is applicable to the Sub seller as reflected in this Agreement including any future revisions which will be communicated by the Acquirer to the Payment Service Agent and Sub seller.

4. PAYMENT TYPE

- 4.1 The Sub seller shall accept payments that draw funds from CASA and optionally payment(s) that draw funds from Card Accounts.

5. OBLIGATIONS OF SUB SELLER

- 5.1 The Sub seller shall, at all times comply with the Consumer Protection Act 1999, as the Sub seller is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services.
- 5.2 The Sub seller shall not be involved or engaged in business activities that contravene the Laws of Malaysia.
- 5.3 The Sub seller is prohibited from re-selling or acquiring any other sub-seller(s) into the FPX service or acting as merchant aggregators for other seller(s), without the prior written consent of the FPX Operator and Acquirer.
- 5.4 The Sub seller must ensure that it has and maintains adequate procedures and systems for receiving and processing prompt payment confirmation received from FPX system and promptly and correctly updates the payment status as well as to ensure that its obligations are fulfilled to the Buyer’s satisfaction.

- 5.5 The Sub seller shall ensure that all requirements stipulated in the FPX integration guideline provided in [<https://fpxexchange.myclar.org.my:8443/MerchantIntegrationKit/#>] that are imposed by the FPX Operator (including but not limited to the following) are fully complied with at all times:
- 5.5.1 Display of FPX Participating Banks at the Sub seller's web portal must be in accordance with the FPX integration guideline.
 - 5.5.2 Notification to Buyers that FPX service is available 24 hours daily, subject to Participating Banks' Internet Banking services availability.
 - 5.5.3 The Sub seller shall take all possible measures to ensure that Buyers' Internet Banking security credentials used in the course of a transaction at the Sub seller's website, mobile app, exchange and/or other systems, are always safeguarded and is never exposed to any other party except the relevant Buyer Banks:
 - a) The Sub seller shall not intercept, capture or store Buyers' Internet Banking security credentials;
 - b) The Sub seller shall not facilitate or allow the interception, capturing or storage of Buyers' Internet Banking security credentials;
 - c) The Sub seller shall not through its action or omission, risk the exposure of the Buyers' Internet Banking security credentials to any party.
 - 5.5.4 The Sub seller shall ensure the confidentiality, integrity and security of Buyers' information entered at the Sub seller's website.
- 5.6. The Sub seller must not make any warranties or representations in respect of goods or services supplied which may bind the Acquirer, FPX Operator, Buyer Bank or any other Participants in the FPX service.
- 5.7. The Sub seller must establish and maintain a fair policy for resolving Buyers' disputes and/or claims.
- 5.8. The Sub seller who has been granted a non-transferable license to use the FPX Brand shall not license or assign the said right to use to any other third party. The Sub seller shall comply with the FPX Brand Guidelines at all times.
- 5.9. For the purpose of Clause 5.8, the Sub seller will be liable for any claims, damages and expenses arising out of or caused to arise from misuse or unauthorised usage of the FPX Brand. In the event of such breach, the Sub seller sub- licensed rights of using the FPX Brand shall be revoked and ceased immediately, whereupon this Agreement shall be terminated accordingly. Upon termination, Clause 13.5 shall apply accordingly.
- 5.10. The Sub seller shall consent and allow the Acquirer or Payment Service Agent to disclose its information to the FPX Operator, as may be reasonably required for the purpose of and in connection with providing the FPX service.
- 5.11. The Sub seller shall notify the Acquirer or Payment Service Agent immediately if it becomes aware of any non-compliance to this Agreement or the Operational Procedures for FPX which is applicable to the Sub seller as reflected in this Agreement.
- 5.12. The Sub seller's configuration shall be performed by the Sub seller or Payment Service Agent with assistance from the Acquirer.
- 5.13. The Sub seller that is acquired by Payment Service Agent shall get their security key generated and certified before generating and sending any message to FPX.

- 5.14. The Sub seller that is acquired by Payment Service Agent is to determine the type of transactions (i.e. whether it is meant for B2C and/or B2B models) and the specific account to be credited by indicating it in the message token and bank code, respectively.
- 5.15. The Sub seller shall ensure each transaction that is sent to FPX for processing has a unique payment reference number known as Seller Order Number.
- 5.16. The Sub seller shall advise the Buyer to authorize their pending B2B transactions before escalating to the FPX Operator in the event of any discrepancy.
- 5.17. The Sub seller shall ensure that their customers are aware that payments can be made via FPX. Sub seller shall raise awareness and promote the use of FPX through the Sub seller's websites, mobile apps, and other means of communications.
- 5.18. Clause 5.5.4, 5.7 and 5.9 herein shall survive termination of this Agreement. Termination does not affect any party's rights accrued and obligations incurred before termination.

6. OBLIGATIONS OF PAYMENT SERVICE AGENT

- 6.1 Payment Service Agent shall comply with the relevant rules, guidelines, regulations and laws, including but not limited to the Operational Procedures for FPX which, the Acquirer shall communicate to the Payment Service Agent from time to time.
- 6.2 Payment Service Agent shall adhere to all confidentiality requirements in respect of the FPX service and between the Payment Service Agent and Acquirer.
- 6.3 Payment Service Agent may not compel Sub sellers to take on additional banking products of the particular Acquirer as a condition for joining FPX service.
- 6.4 Payment Service Agent shall not appoint sub-agents or sub-contractors to carry out Sub seller referral work or Sub seller's on-boarding into FPX.
- 6.5 Payment Service Agent shall not acquire individual Sub sellers into the FPX service. All Sub sellers shall be a registered business entity.
- 6.6 Payment Service Agent is duly responsible to ensure that all FPX sale proceeds due to Sub seller are remitted to the Sub sellers.
- 6.7 Payment Service Agent shall report their settlement between them and the Sub sellers according to the Acquirer's reporting format.
- 6.8 Payment Service Agent is fully responsible and liable for any non-performance and non-delivery of goods and services of Sub sellers.

7. OBLIGATIONS OF ACQUIRER

- 7.1 Upon receiving successful debit confirmation, Acquirer shall either immediately credit and make funds available to the Payment Service Agent or Sub seller's account, or in a manner as agreed upon by the Acquirer and Payment Service Agent.
- 7.2 Acquirer must make payment in full to the Payment Service Agent or Sub seller and shall not deduct any fees from the payment proceeds due to a Payment Service Agent or Sub seller, except for situations where the Payment Service Agent or Sub seller has specifically agreed in writing that FPX fees shall be deducted from payment amount.
- 7.3 Acquirer shall refund transaction fees to the Payment Service Agent or Sub seller if fees are incurred due to Buyer's disputes that are not caused by the Payment Service Agent or Sub seller. However, if the Payment Service Agent or Sub seller opts to partially refund overpayments to Buyers, the Payment Service Agent or Sub seller shall bear the transaction fees for executing the refund.
- 7.4 Acquirer shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

8. GOODS AND/OR SERVICES DELIVERY

- 8.1 Upon receiving final payment confirmation from FPX system, the Sub seller shall immediately update the Buyer's payment and proceed to arrange for the delivery of the goods or services purchased by the Buyer. Sub seller is responsible to ensure that the goods or services purchased are rendered to the Buyer within the duration as stated in the Sub seller's website.

9. FRAUD AND SECURITY

- 9.1 Sub seller shall implement all prudent safeguards and controls necessary to prevent, detect and mitigate fraud, as well as to protect their customers, services and transactions from fraud.
- 9.2 Sub seller shall also comply with all applicable laws of Malaysia in relation to fraud.
- 9.3 In the interest of safeguarding the integrity of the FPX service, Sub seller grants the FPX Operator and/or the Acquirer the absolute authority to direct Sub seller to take any measure that the FPX Operator and/or the Acquirer deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. Sub seller receiving such a directive shall promptly comply with the directive.

10. BUYER'S DISPUTES/CLAIMS

- 10.1 The Payment Service Agent and Sub seller shall assist the Acquirer with investigation related to Buyer's disputes and requests for refunds in accordance with the following process and timelines:
- 10.2 If a valid request to recover funds was received by the Payment Service Agent and Sub seller within sixty (60) days of the Buyer's FPX payments, the Payment Service Agent and Sub seller shall address the Buyer's disputes / claims to the Buyer's satisfaction.
 - 10.2.1 Buyers may submit requests for refunds to their Sub sellers for the following reasons after FPX payments have been made:
 - a) Goods or services purchased were not provided or rendered due to the Sub seller's non-performance or insolvency;
 - b) Goods purchased were damaged or defective;

- c) Goods purchased not as described or as advertised by the Sub sellers;
- d) Goods purchased were not genuine, counterfeit or fake;
- e) Buyers' bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by Payment Service Agent or Sub sellers.

10.2.2 Upon receiving a request for refund, the Payment Service Agent or Sub seller shall respond to all requests for refunds within seven (7) Business Days of receipt. The Payment Service Agent or Sub seller shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.

10.3 The Payment Service Agent or Sub seller may provide concrete evidence to contest the refund claim. Evidence may include proof of delivery, certification from suppliers on the authenticity of goods, or other documentation to demonstrate the Payment Service Agent or Sub seller's performance of its obligations. If the Payment Service Agent or Sub seller is unable to furnish evidence within the timeframe specified in Clause 10.2.2 or the evidence does not conclusively¹ refute the Buyer's refund claim, the Payment Service Agent is required to refund the purchase proceeds to the Buyer within three (3) Business Days.

¹Evidence furnished by a Payment Service Agent or Sub seller to refute a refund claim is deemed to be sufficient if both the Buyer Bank and the Counterparty are fully satisfied that the Payment Service Agent or Sub seller has adequately demonstrated that the Payment Service Agent or Sub seller has performed its obligations.

10.4 If the Payment Service Agent or Sub seller is not able to adequately refute a refund claim in accordance with Clause 10.3, the Acquirer shall have the right to debit any of the Payment Service Agent or Sub seller's account(s) maintained with the Acquirer for the recovery of the disputed sum either entirely or partially.

11. DISPUTE RESOLUTION

11.1 Payment Service Agent or Sub sellers shall have the right to refer their disputes to the FPX Operator if there is an allegation of the Acquirer's non-compliance to the obligations set out in this Agreement and the Operational Procedures. The FPX Operator will review such complaints and allegations, but such review will be confined to:

11.1.1 Determination whether there has been non-compliance;

11.1.2 Stipulating remedies for the Acquirer to correct or address the non-compliance; and

11.1.3 Determination if penalties are applicable for the Acquirer's non-compliance.

11.2 All decisions rendered by FPX Operator in response to complaints from Payment Service Agent or Sub sellers shall be binding on the Acquirer.

11.3 Referring allegations of non-compliance to FPX Operator does not preclude the right of Payment Service Agent or Sub seller to take the dispute to the respective industry arbitration or mediation bodies.

12. INDEMNITY

12.1 Subject to the Acquirer and Sub seller's (hereinafter referred to as "party" or "party's") compliance with Clause 11.2, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the

other party may become liable as a result of:

- 12.1.1 Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Agreement;
 - 12.1.2 Any claim by a Buyer, Acquirer, Buyer Bank, FPX Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
 - 12.1.3 The failure of the Indemnifying Party to observe any of its obligations under this Agreement; or
 - 12.1.4 Any use of the FPX Brand by the Indemnifying Party other than as permitted by this Agreement.
 - 12.1.5 Except to the extent that such liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in Clause 12.1.1 to 12.1.5.
- 12.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 12.1, that party must:
- a) Give notice of any such claim to the other party;
 - b) Consult with the other party in relation to any such claim;
 - c) Not to settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 12.3 The Acquirer is not liable to the Sub seller for any loss or damage suffered by the Sub seller as result of the delay or disruption caused by any system failure beyond the Acquirer's reasonable control.
- 12.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

13. SUSPENSION & TERMINATION

Suspension

- 13.1 The FPX Operator or the Acquirer, as the case maybe, reserves the right to suspend the participation of the Sub seller in the FPX service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:
- 13.1.1 FPX Operator or the Acquirer has determined that the Sub seller breached this Agreement, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or laws;
 - 13.1.2 The Sub seller fails to remedy the breach described in Clause 13.1.1 to the Acquirer's satisfaction within a time period as specified in the notice of the default given by the Acquirer;
 - 13.1.3 FPX Operator or the Acquirer has determined that the Sub seller has inadequate operational controls or insufficient risk management processes, resulting in potential threats or risks to the stability, integrity, safety, security and efficiency of the FPX service;

- 13.1.4 Court order(s) affecting the Sub seller's membership in the FPX service and/or the legal status of the Seller;
 - 13.1.5 Directive(s) issued by regulatory or government authority affecting the Sub seller's membership in the FPX services and/or its legal status;
 - 13.1.6 An application is made to the court either voluntarily or involuntarily for an order that the Sub seller be wound up;
 - 13.1.7 The Sub seller is deemed unable to pay its debt and should be wound up under statutory laws; or
 - 13.1.8 The Sub seller is suspected on reasonable grounds that it is facilitating, involved in, has committed or will commit fraudulent act(s) in connection with the FPX service;
 - 13.1.9 The Acquirer has received complaints from other Sub seller(s), other Acquirer(s), Buyer Bank or Buyer that the Sub seller is engaging in fraudulent activity in connection with the FPX service; or
 - 13.1.10 The Sub seller has been suspended from the FPX service by other Acquirer(s) due to breach of provisions of this Agreement or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or law.
- 13.2 Upon suspension of the Sub seller in the FPX services:
- 13.2.1 The Sub seller provided under FPX system will be suspended immediately;
 - 13.2.2 The Sub seller will no longer have access to FPX Webview (if any);
 - 13.2.3 The Payment Service Agent or Sub seller will stop sending debit request to FPX system or accept payments from Buyer Bank(s);
 - 13.2.4 The Sub seller must take all reasonable steps to assist the Acquirer to notify each Buyer affected by the action that the Sub seller is no longer participating in the FPX service, in the form directed by the Acquirer;
 - 13.2.5 The Sub seller must cease all promotional and advertising that is related or can be perceived to be related to FPX service;
 - 13.2.6 The Sub seller must remove all FPX Brand from the Seller's marketing collaterals, channels and website; and
 - 13.2.7 The Sub seller must take all reasonable steps to comply with any directions of the Acquirer to minimise the impact on Buyer of the suspension.

Termination

- 13.3 FPX Operator or the Acquirer, as the case may be, reserves the right to terminate the services provided under this Agreement or the FPX service under the following circumstances, which includes, but not limited to:
- 13.3.1 This Agreement between the Sub seller and the Acquirer is terminated or expired;
 - 13.3.2 The Acquirer or the FPX Operator has determined that the Sub seller has breached this Agreement, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circulars or laws;

- 13.3.3 The Sub seller fails to remedy or take adequate steps to remedy its default under this Agreement to the satisfaction of the Acquirer or the FPX Operator, as the case maybe, within a time period as specified in the notice of the default given by the Acquirer where such breach is capable of being remedied;
 - 13.3.4 The FPX Operator or the Acquirer has determined that the Sub seller has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the FPX service;
 - 13.3.5 Court order(s) affecting the Sub seller or the Acquirer(s) membership and/or legal status;
 - 13.3.6 Directive(s) issued by regulatory or government authority affecting the Sub seller or the Acquirer(s) membership and/or legal status;
 - 13.3.7 An application is made to the court either voluntarily or involuntarily for an order that the Sub seller be wound up;
 - 13.3.8 The Sub seller is deemed unable to pay its debt and should be wound up under statutory laws; or
 - 13.3.9 The Acquirer's membership in the FPX service or RENTAS is terminated or suspended and the Seller has not appointed a replacement Acquirer;
 - 13.3.10 The FPX Operator has determined the Sub seller is inactive or the Seller is deemed inactive when there are no FPX transactions for a period of twelve (12) consecutive months.
- 13.4 The Acquirer may terminate this Agreement immediately by giving written notice:
- a) If it is required by law;
 - b) If the Sub seller becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of its creditor(s), permits the appointment of a receiver or a receiver and manager for its business or assets, or becomes subject to any legal proceedings relating to insolvency, reorganisation or the protection of creditors' rights or otherwise ceases to conduct business in the normal course;
 - c) upon occurrence of a Force Majeure event as per **Clause 27**, which continues for a period of thirty (30) days; or
 - d) If the other Party breaches any term or condition or provision of this Agreement.
 - e) If the FPX service or any of the services provided under this Agreement has been terminated under Clause 13.3.
- 13.5 Upon termination of this Agreement, the Sub seller must undertake the following:
- a) Immediately advise its customers that they will no longer accept payment via FPX from the effective date of termination of the Sub seller's access to FPX service;
 - b) Shall ensure that inflight transactions post-termination are completed i.e. goods are delivered to the Buyer's satisfaction;
 - c) Cease all promotional and advertising that is related, or can be perceived to be related to the FPX service; and
 - d) Remove all FPX Brand and Marks from the Sub seller's payment channels and websites.

- e) Neither Party shall in any way exhibit any links or display any information that would lead any person to believe that the Sub seller and Acquirer are linked or related in any manner.
- 13.6 Upon termination of this Agreement, the participation of the Sub seller in FPX service is automatically terminated and the Sub seller will no longer have access to the FPX system and services provided under the FPX system under the Payment Service Agent.
- 13.7 Termination of the Sub seller in the FPX service shall not extinguish any outstanding right or liability arising under this Agreement or the terms in the Operational Procedures for FPX which is applicable to the Sub seller as reflected in this Agreement.
- 13.8 The termination of this Agreement shall not prejudice the rights of the other Parties to sue for damages or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination.
- 13.9 Without prejudice to **Clause 13.4**, any Party may at any time, without assigning any reasons thereto, terminate this Agreement, by giving sixty (60) days written notice to the other Party.

14 ADVERTISEMENT AND USE OF LOGO

- 14.1 The FPX Operator owns all rights, titles and interest in the FPX Brand and the FPX Operator and/or the Acquirer may specify and may at any time amend the requirements relating to the use and/or display of the FPX Brand.
- 14.2 The Sub seller shall comply with the requirements, process and/or guidelines prescribed by the FPX Operator in using the FPX Brand.
- 14.3 The Sub seller must use the appropriate denotation or legend of trademark registration or ownership in connection with FPX Brand, as required or consented to by the FPX Operator and/or the Acquirer.
- 14.4 The Sub seller shall only use the FPX Brand for the sole purpose of publicising, indicating and advertising that the Seller accepts payment requests through the FPX service.
- 14.5 The FPX Operator and/or the Acquirer have the right to direct the Sub seller to make changes to their use of the FPX Brand to rectify any non-compliance or potential non-compliance.
- 14.6 The FPX Operator, may at any time, in its absolute discretion, direct a Sub seller to cease using the FPX Brand where such use is in breach of this Agreement or the terms in the Operational Procedures for FPX which is applicable to the Sub seller as stipulated in this Agreement.
- 14.7 The Sub seller must not use the FPX Brand in such a way to create an impression that the goods or services offered by the Sub seller are sponsored, produced, offered or sold by the owner of the FPX Brand. The Sub seller must not adopt "FPX" or any other FPX Brand as any part of the name of its business or apply it to any goods or services offered for sale.
- 14.8 In the event of termination of the Sub seller's access in FPX service, the Sub seller's sub-licensed use of the FPX Brand shall be automatically revoked on the day that the cessation of the Sub seller's access takes effect.
- 14.9 The Sub seller must immediately on becoming aware of any infringement or potential infringement of the FPX Brand, notify the Acquirer.

15 DISCLAIMER

15.1 Acquirer does not warrant:

- a) that the FPX Service(s) will be uninterrupted or error free. Nothing herein shall render it obligatory on the Acquirer to ensure that any instruction given by the Buyer(s) shall be immediately transmitted to the Acquirer;
- b) that the Acquirer shall have an obligation to ensure that the Buyer maintains sufficient available funds in its account when any of the Payment is effected; and
- c) that the Acquirer shall have any obligation to the Buyer on behalf of the Sub seller.

15.2 FPX Operator and the Acquirer shall not be liable for any claims, actions, demands, costs, expenses, losses, and damages (actual and consequential) including legal costs that are incurred or suffered by the Sub seller arising out of or caused by the Acquirer in connection with the operations and services provided by the Acquirer in the FPX service. The Sub seller agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Acquirer.

16 CONFIDENTIALITY

16.1 The Parties hereto agree that each Party may from time to time, require or acquire Confidential Information for purposes of this Agreement from the other Party. All Confidential Information disclosed by a Party will be deemed to be disclosed on terms of strict confidence that permanently prohibit further disclosure or use which is not authorised under this Agreement.

16.2 Unless otherwise authorized by the prior written consent of the disclosing Party, the recipient Party will:

- a) Treat as confidential and keep secret all Confidential Information which has already been disclosed to it or which may be disclosed to it after the date of this Agreement;
- b) Take all proper and effective precautions to prevent disclosure of the Confidential Information which has already been disclosed to it or which may be disclosed to it after the date of this Agreement;
- c) Not publish or communicate or permit the publication of or communication of any Confidential Information to any person in any manner;
- d) Not copy, make use of, or exhibit or communicate to unauthorized persons in any manner, any documentation relating to or concerning the Confidential Information; and
- e) Not use or permit to be used in any manner the Confidential Information for any purpose whatsoever except for purposes expressly authorised by the disclosing party.

16.3 A Party's Confidential Information shall not include information that is disclosed under the following circumstances:

- a) It is or becomes a part of the public domain through no act or omission of the other Party;
or
- b) It was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; or

- c) It is lawfully disclosed to the other Party by a third party without restriction on disclosure; or
- d) It is independently developed by the other Party without the use of or reference to the disclosing Party's Confidential Information.
In addition, this Clause will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or a valid order of a court or other governmental authority provided however that the responding Party shall first have given notice in writing to the other Party.

16.4 For the purposes of this Agreement, "**Confidential Information**" means:

- a) any document, data or information that is not generally known to the public, including but not limited to, operations, customer relationships, customer profiles or other customer, vendor or business partner information (including, without limitation, information on spending patterns, volume and behaviour and customer demographics), internal performance results relating to the past present or future business activities of the party, its parent corporations, subsidiaries and affiliates and the customers, clients and suppliers of any of them;
- b) any specific or technical information, financial information, design, process, procedure, formula or improvement that is commercially valuable and not publicly available; and
- c) all confidential or proprietary concepts, documentation, reports, data, specification, customer software, source code, object code, flow charts, databases, inventions information, know how and trade secrets, whether or not patentable or copyrightable.

16.5 Each party shall, upon the request of the other or upon termination of this Agreement, immediately return all Confidential Information in its possession or control, which is in a physical form or recorded or stored by electronic means or otherwise, including all copies thereof.

16.6 The Sub seller shall ensure that their employees, representatives and suppliers comply with the confidentiality requirements at all times.

16.7 The obligation of confidentiality set out herein shall survive the termination or expiry of this Agreement.

17 NOTICES

- 17.1 All notices, requests, documents or other communication in connection with or regarding this Agreement shall be in writing and shall be delivered by personal service, ordinary post or by facsimile or telex to the addresses specified below or to such other address as the Parties may designate by like notice hereunder from time to time.

For ABMB:

Address : LEVEL 31, MENARA MULTI-PURPOSE
CAPITAL SQUARE
8 JALAN MUNSHI ABDULLAH
50100 KUALA LUMPUR

Tel : (603) 2604 3314
Fax : (603) 2692 2303
Contact person : Head of Transaction Banking – Products and Channel Management

For the Sub seller

Address :

Tel :

Fax :

Contact person :

- 17.2 Any notice required to be given hereunder, shall be deemed to have been received:
- in the case of delivery in person – when delivered;
 - in the case of service by ordinary post – within five (5) working days; and
 - if sent by telex or facsimile (with proof of transmission slip) to the correct number or designated address – within forty eight (48) working hours.

18. PERSONAL DATA PROTECTION

- 18.1 The Sub seller consents to the provision and use of information supplied to the FPX Operator and/or the Acquirer in connection with the FPX service. The Sub seller further agrees to notify the FPX Operator and/or the Acquirer in writing of any update to any such information as soon as it is aware that the information so supplied in connection with the FPX service has become out-dated.
- 18.2 The Sub seller agrees to comply with the Personal Data Protection Act 2010 of which it is bound and shall not do any act that will cause the Acquirer, Buyer Bank and FPX Operator to breach any personal data protection laws.

19. VARIATION AND WAIVER

- 19.1 The Acquirer may change the terms of this Agreement at any time in writing and such change shall take effect from the date specified in the notice.
- 19.2 Failure or neglect by any parties to enforce at any time the provisions hereof shall not be construed or be deemed to be a waiver of any parties' right or obligation herein nor in any way

affect the validity of the whole or any part of this Agreement nor prejudice any parties' right to take subsequent action.

- 19.3 Waiver of any provisions herein must be made in writing and signed by the party granting the waiver. Any such waiver shall be effective only in the instance and for the purpose for which it was given.
- 19.4 No waiver by any parties' hereto of any breach of any one or more of the provisions in this Agreement shall operate or be construed as a waiver of a previous or a subsequent breach whether of the same or of a different provision in this Agreement.

20. SEVERABILITY

- 20.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in one jurisdiction, the remainder of this Agreement shall be enforceable and valid in other jurisdictions.

21. ARBITRATION

- 21.1 All disputes or differences whatsoever which shall at any time hereafter whether during the continuance of this Agreement or upon or after its discharge or determination arise between the Parties hereto touching or concerning this Agreement or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise or as to any other matter in any way connected with or arising out of the subject matter of this Agreement shall first be brought up by the affected Party to the other Party to be discussed and settled amicably, if possible, and if the dispute or difference cannot be settled to the satisfaction of the Parties within fourteen (14) days from the date the matter, issue or subject matter was first raised, then such dispute or difference shall be referred to a single arbitrator to be agreed upon by the Parties (or in the event that the Parties failed to agree on the said arbitrator within thirty (30) days from the date of the dispute, the said arbitrator shall be appointed by the Asian International Arbitration Centre (AIAC) in accordance with and subject to the provisions of the Arbitration Act 2005 or any statutory modification or re-enactment thereof for the time being in force. Notwithstanding any other clauses contained herein this Agreement, any request or demand for or referral to arbitration shall be without prejudice to the rights of any Parties' hereto from seeking urgent interlocutory relief from the courts.
- 21.2 Notwithstanding the clause herein, Parties may be at liberty to commence action in civil/commercial courts in Malaysia.

22. LAW

- 22.1 This Agreement shall be governed by and construed in accordance with the Laws of Malaysia and each Party shall submit to the jurisdiction of the competent courts in Malaysia.

23. LEGAL FEES AND STAMP DUTY

- 23.1 Each party shall be liable for its own legal fees whether it is in connection with or incidental to this Agreement. The fees in connection with the preparation and execution of this Agreement and stamp duty payable for this Agreement, if any, shall be borne by the Sub seller.

24. TIME

24.1 Time wherever mentioned in this Agreement shall be of the essence of this Agreement.

25. ASSIGNMENT

25.1 The rights and obligations under this Agreement shall not be novated, transferred, assigned, sublicensed or delegated to third Parties without the other Party's written consent save and except to any of the Party's subsidiary; in which case written notice shall be given to the other party. Such consent shall not be unreasonably withheld.

26. RELATIONSHIP

26.1 No Party shall by virtue of this Agreement be deemed to be a partner or agent of the other nor shall anything herein contained be construed as creating a partnership, joint-venture, joint association or trust. It is hereby further agreed that each Party shall be individually responsible only for its own obligations under this Agreement and no Party shall have authority to pledge the credit of the other. No Party shall be authorised to make any contract, agreement, warranty or representations or to create any obligations, expressed or implied on behalf of the other Party.

27. FORCE MAJEURE

27.1 No party shall be in default of any provision herein or to be liable for any delay or failure in performance of any obligation under this Agreement if such delay or failure to perform is a direct result of acts of God, acts of civil or military authority, revolution, usurped power, acts of terrorism, riot, insurrection, sabotage, civil disturbance, wars, strikes, lockouts, fires, natural catastrophes or any other factors beyond the reasonable control of the said Party (hereinafter referred to as "Force Majeure Event").

27.2 If any of the Parties is rendered unable by reason of Force Majeure Event to perform, wholly or in part, any obligation set out in this Agreement, then upon that Party giving notice in accordance with **Clause 27.3** hereof of full particulars of the Force Majeure Event, those obligations of that Party shall be suspended or excused but only to the extent its performance is affected by the Force Majeure Event.

27.3 The affected Party shall give immediate notice thereof by letter, fax or telex to the other within seven (7) days of the happening of such event, specifying the details constituting Force Majeure Event and necessary evidence that a contractual obligation herein is thereby prevented or delayed from being performed and the anticipated period during which such prevention, interruption or delay may continue.

27.4 The Sub seller or Acquirer as the case may be shall diligently use all reasonable endeavors to mitigate or remove the effect of Force Majeure Event. Upon receipt of the notice of the Force Majeure Event under **Clause 27.3** hereof, the Party receiving such notice shall confer promptly with the other and agree upon a course of action to remove such effect and shall seek reasonable methods of resuming full performance of its obligations and achieving the objectives under this Agreement.

27.5 Should the Force Majeure Event render it impossible or unlawful under the laws of Malaysia for any of the Parties to fulfill its contractual obligations for a period of thirty (30) consecutive days, any Party may elect to be released from further performance of its obligations hereunder by giving thirty (30) days prior written notice.

28. SEVERABILITY

28.1 In the event that any of the terms, conditions or provisions contained herein shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining body of the Agreement which shall continue and be enforceable to the fullest extent permitted by law.

28.2 If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, such provision shall be reformed to the minimum extent necessary to cause such provision to be valid and enforceable, provided the reformed provision shall not have a material adverse effect on the substantive rights of any Parties. If no such reformation is possible, then such provision shall be deemed omitted, and the remainder of the Agreement shall remain valid and enforceable, unaffected by such omitted provision.

29. SUCCESSORS-BOUND

29.1 This Agreement shall be binding on the successors in title and the permitted assigns of the Parties hereto.

30. AMALGAMATION/RECONSTRUCTION OF THE PARTIES

30.1 The provision of this Agreement shall remain in effect and binding on the parties notwithstanding any amalgamation or merger that may be effected by any party with any other company and notwithstanding any reconstruction by any party involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale or transfer of all or any part of its undertaking and assets to another company and that the benefit of this agreement and all rights conferred on the relevant party by it may be assigned to and enforced by any such company and proceeded on in the same manner for all intents and purposes as if such company had been named in this Agreement instead of the original party.

31. INCORPORATION OF SCHEDULES AND ANNEXURES

31.1 All Schedules, appendices and annexures to this Agreement shall be deemed to be an integral part of this Agreement.

32. AMENDMENTS

32.1 This Agreement may be amended or supplemented from time to time by mutual agreement between the parties including by exchange of letters.

33. WHOLE AGREEMENT

- 33.1 Each party acknowledges that this Agreement contains the whole or the entire Agreement between the Parties and that it has not relied upon any oral or written representation made to it by the other or its employees, servants or agents and it has made its own independent investigation into all matters relevant to it and that this Agreement supersedes and cancels in all respects, all previous agreements and the undertakings amongst the Parties with respect to the subject matter hereof whether such be written or oral.

IN WITNESS WHEREOF the parties hereto have hereinto set their respective hands the day and year first above written.

SIGNED BY

for and on behalf of

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in the presence of :-

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SIGNED BY

for and on behalf of
KIPLEPAY SDN. BHD.
(Formerly known as Webonline Dot Com SdnBhd)

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in the presence of :-

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SIGNED BY

for and on behalf of
ALLIANCE BANK MALAYSIA BERHAD

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in the presence of :-

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