

COLLECTION SERVICES AGREEMENT

This Agreement is made the date and year set out in Item 1 of the First Schedule to this Agreement between :-

- (1) **HONG LEONG BANK BERHAD** (Company No. 97141-X) having its registered address at **Level 30, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia** and its address for service of notices is set out in Item 2 of the First Schedule hereto (hereinafter referred to as "the Bank");

AND

- (2) The party whose particulars are set out in Item 3 of the First Schedule of this Agreement (hereinafter referred to as "the Company").

1. DEFINITIONS & INTERPRETATIONS

1.1 Definitions

In this Agreement where the context so admits the following expressions shall have the meaning designated unless otherwise distinguished:-

"Accounts"	Means collectively any account(s) held by the Subscribers with the Bank or with any of the PayNet Direct Debit and/or PayNet FPX Member Banks.
"Acquirer"	Means a participating Financial Institution or non-financial institution that acquires an Exchange and/or the Company to provide or subscribe to FPX service.
"Acquiring Bank"	Means a Financial Institution Participant that is appointed by the Company to facilitate the Company's collection of online payments via FPX. The Acquiring Bank validates the crediting request received from FPX system and credits payments to the Company's bank account. For the purpose of this Agreement, the Bank is the Acquiring Bank.
"Agreement"	Means this agreement between the Bank and the Company and includes any other supplements, variations and amendments to this Agreement.
"Appropriate Authority"	Means any government or taxing authority.
"Business Day"	Means a day on which the Bank is opened for business in West Malaysia, Sarawak or Sabah, as the case may be, and on which the transactions of the nature required by this Agreement are carried out.
"Buyer Bank"	Means a Participant in the FPX service who offers services that allow Subscribers to initiate payment Instruction.
"Card Accounts"	Means credit card account(s), charge card account(s) and prepaid card account(s).

“Commencement Date”	Means the date from which the Collection Services are to commence and which is set out in Item 4 of the First Schedule and includes such other date as the parties may agree to in writing.
“Collected Sums”	Means collectively the amounts which are equivalent to the Payment Sums less the Fees, the usual bank charges and any other charges and expenses (if any) payable by the Company to the Bank from time to time.
“Collection Date”	Means the date the Company account is credited.
“Collection Instructions”	Refers to any instructions or listing given by the Company through any media and delivery channels acceptable by the Bank from time to time instructing the Bank or the PayNet Direct Debit Member Banks to affect the Collection Services or Payment Sums to the Company by way of debiting the Accounts from time to time.
“Collection Services”	Means one or more collection facilities (Corporate Internet Banking eProcurement Services, Direct Debit Services, PayNet FPX B2B Services, PayNet FPX B2C Services, PayNet Direct Debit Services, Over-the-Counter Collection Services) provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the Bank agrees to collect the Payment Sums pursuant to the Collection Instructions or Payment Instructions from the Company or Subscribers through all agreeable Delivery Channel made available by the Bank from time to time.
“Company ID”	Means a unique alphanumeric code assigned by PayNet to identify either of the following: <ul style="list-style-type: none"> • The Company, or the Company’s product or service category for purposes of routing payments to the Company
“Corporate Internet Banking eProcurement Services”	Refers to a collection facilities provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the Subscribers shall affect the Payment Instructions electronically by way of the Company’s web portal and the Bank’s Corporate Internet Banking service.
“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,
“Datafile”	Refers to the Collection Instructions which the Company is providing to the Bank for Direct Debit Services and PayNet Direct Debit Services.
“Delivery Channels”	Means all the available banking channels provided and agreeable by the Bank to the Company or Subscriber where the Company or Subscribers may effect the Collection Instructions or Payment Instructions.
“Designated Account”	Means the Current Account of the Company more particularly set out in Item 5 of the First Schedule of this Agreement and includes any other account opened in substitution for the same and which the Bank has been notified of in writing.

“Direct Debit Services”	Refers to a collection facilities provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the Bank will directly debit the Subscribers account on the Collection Date in accordance with the Collection Instructions contained in the Media which are electronically processed.
“Effective Date”	Means the effective date of this Agreement which is set out in Item 1 of the First Schedule of this Agreement.
“Enrolment Forms”	Refers to collection application forms for <i>Direct Debit Services</i> and <i>PayNet Direct Debit Services</i> that completed by the Subscribers authorizing the Bank to debit their accounts maintaining with the Bank or other MEPS Direct Debit Member Bank based on the Collection Instructions or Payment Instructions.
“Exchange”	Means an internet based gateway organisation which provides a market place where goods and services can be traded
“Exchange Bank”	Means a Financial Institution Participant that acquires an Exchange to allow the Company in the Exchange to use FPX.
“Exchange ID”	Means an ID that is provided to the Exchange in order to identify the Company that will trade under the Exchange
“Fees”	Means the fees payable by the Company or Subscriber to the Bank for the Collection Services excluding the usual bank charges and taxes and more particularly set out in Item 6 of the First Schedule hereto and which term shall include any revised fees which may be determined by the Bank at its absolute discretion from time to time.
“Financial Institution”	Means a licensed bank, licensed investment bank, licensed Islamic bank or prescribed development financial institution under the Financial Services Act 2013 (FSA), Islamic Financial Services Act 2013 (IFSA) or Development Financial Institution Act 2002 (DFIA).
“FPX Brand”	Refers to the brand, icon, logo and marks for the FPX service.
“FPX services”	Refers to a real time internet-based online payment system which enables Subscribers (either individual or corporate)_to make secure online payments using their Internet Banking accounts to the Company.
“FPX Operational Procedures”	Refers to the FPX operational procedures which are prescribed and issued by PayNet and will include any variation, addition, amendment or modification made from time to time.
“FPX Webview”	Refers to an online system provided by PayNet to the Bank and or the Company to check their own profile and view FPX transaction status and reports.
“Participant”	Participant as defined in the Participation Rules, acting as Buyer Bank / Acquiring Bank / Exchange Bank / Third Party Acquirer
“Participation Rules”	Refers to the Participation Rules that sets out the rights and obligations of PayNet and the Participants.

"PayNet Direct Debit"	Refers to Financial Portal Exchange. Means a common Internet based online collection or payment gateway system to facilitate collection and payment for commercial trade transactions pursuant to the PayNet Direct Debit Services offered by Payment Network Malaysia Sdn Bhd.
"PayNet FPX B2B Services"	Refers to a collection facilities provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the corporate Subscribers shall affect the Payment Instructions electronically by way of the Company's web portal and HLB Internet Banking Services.
"PayNet FPX B2C Services"	Refers to a collection facilities provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the Subscribers shall affect the Payment Instructions electronically by way of the Company's web portal and HLB Internet Banking Services.
"PayNet Direct Debit Services"	Refers to a collection facilities provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the Bank will directly debit the Subscribers Account or transmit to PayNet for PayNet Direct Debit transactions in accordance with the information contained in the Media which are electronically processed.
"PayNet Direct Debit Member Banks"	Means the Financial Institution who has agreed to participate in the PayNet Direct Debit system as operated by PayNet.
"Internet Banking Services"	Means the Bank's Delivery Channel available through the Bank's website on the Internet, where the Subscribers may affect Payment Instructions through the Bank's website.
"Media"	Refers to the mode which the Company is providing the Datafile to the Bank whether it is in diskette, online file transfer or any other form acceptable to the Bank.
"PayNet"	Refers to Payment Network Malaysia Sdn Bhd ,the operator of the PayNet Direct Debit System. PayNet is previously known as MyClear.
"Over-the-Counter Collection Services"	Refers to a collection facilities provided by the Bank to the Company pursuant to the terms and conditions of this Agreement whereby the Subscribers shall effect the Payment Instructions by way of HLB's branch Over-the-Counter that is agreeable and made available by the Bank from time to time.
"Payment Instructions"	Means any instructions through the Delivery Channels acceptable to the Bank given by a Subscriber to the Bank from time to time instructing the Bank or the PayNet Direct Debit Member Banks to affect the Payment Sums to the Company by way of debiting to the Accounts from time to time.
"Payment Sums"	Means collectively the amounts instructed by the Company or Subscribers to be paid to the Company through the Bank, as the case may be, from time to time and the term "Payment Sum" may refer to any amount instructed by the Company or a Subscriber to be paid to the Company.
"Privacy Policy"	Means the Bank's policies and principles pertaining to the collection, use and storage of personal information of existing

and prospective individuals and entities dealing with the Bank as may be amended from time to time and made available at the Bank's website or in such manner as the Bank deems appropriate from time to time.

"Report(s)"	Means the standard report(s) made available by the Bank to the Company periodically providing details of the Subscribers including but not limited to, the Payment Sums, the Collected Sums, the Fees, usual bank charges and fees and expenses (if any) from time to time.
"Seller Order Number"	Means a unique reference number assigned by the Company to the Subscriber for a FPX transaction.
"Subscribers"	Means the persons who are subscribers of the services or products offered by the Company, as the case may be, and who will be making bill and/or other payments to the Company through the Bank from time to time and the term "Subscriber" may mean anyone of the Subscriber as the context requires.
"Tax"	Means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

1.2 Interpretations

- (a) Words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words applicable to natural persons include any body, person, company, corporation, firms or partnerships, corporate or otherwise and vice versa.
- (b) Words importing the singular shall include the plural number and vice versa.
- (c) The headings and sub-headings to this Agreement are inserted for purposes of convenience and easy reference and shall not be deemed to be part of or taken into consideration in the interpretation of this Agreement.
- (d) The schedules and appendices shall form an integral part of this Agreement and shall be taken, read and construed as an essential part thereof. If there is any conflict or inconsistency between the Schedules or Appendices and this Agreement, the Schedules and Appendices will prevail.

2. **AGREEMENT**

In consideration of the Company agreeing to pay to the Bank the Fees (as defined herein) and to perform its obligations in accordance with the terms of this Agreement, the Bank has agreed, at the request of the Company, to provide the subscribed Collection Services to the Company upon the terms and subject to the conditions set out in this Agreement.

The Company hereby further agrees to observe all the FPX Operational Procedures issued by PayNet which is applicable to the Company as reflected in this Agreement including any future revisions which will be communicated by the Bank to the Company.

3. **TERM**

This Agreement shall commence on the Effective Date and continue for a period of one (1) year and thereafter shall automatically be renewed for periods of one (1) year each upon the same terms and conditions set out in this Agreement unless provided otherwise in this Agreement.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE COMPANY

4.1 The Company represents and warrants to the Bank as follows:-

- (a) the execution, delivery and performance of this Agreement are within its corporate powers and have been duly authorized by all necessary actions, do not contravene its Memorandum and Articles of Associates and do not violate any law or regulation or any judgement, order or decree of any governmental authority, or any mortgage, contract or undertaking binding on or affecting it;
- (b) that all requisite corporate or other approvals for the execution of this Agreement, and any other documents have been obtained.
- (c) that the Company has obtained the consent of all persons named in their application for the Collection Services or such other document submitted to the Bank in support of such application and/or their respective authorised representatives, including but not limited to their directors, shareholders, authorised signatories or such other persons specified by the Bank ("Relevant Data Subjects"), for the Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Policy as may be amended from time to time.

4.2 The Company covenants and agrees with the Bank as follows:-

- (a) that it shall provide, prior to or immediately upon the execution of this Agreement and from time to time as requested by the Bank, such information as may be reasonably required by the Bank to enable the Bank to provide the Collection Services to the Company (whether financial, statistical information, reports, analysis or otherwise);
- (b) that the Bank is not obliged in any manner whatsoever to provide updates to the Subscribers on the status of the Subscribers' accounts with the Company notwithstanding that the payments are made through the Bank;
- (c) to observe the guidelines and procedures set and provided by the Bank (including but not limited to the FPX Operational Procedures) for the Collection Services including any amendments or variations to the same made and notified to the Company from time to time and that the guidelines and procedures and any amendments or variations to the same shall be deemed incorporated into this Agreement;
- (d) that the Company shall not sell, trade, exchange or disclose directly or indirectly any information relating to the Accounts or the Subscribers to any third party unless authorised or required by law or any court order or governmental or authority having jurisdiction over the Company; and
- (e) that the Company agrees to comply with and abide by the additional terms, conditions and covenants set out in the Second Schedule of this Agreement.

4.3 The Company further covenants and agrees as follows:

- (a) that it shall, at all times comply with the Consumer Protection Act 1999, as the Company is prohibited to use misleading and deceptive conduct, false misrepresentation and unfair claims in selling their products or services;
- (b) that it shall not be involved or engaged in business activities that contravene the Laws of Malaysia;

- (c) that it 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 PayNet and the Bank;
- (d) it 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 Subscriber's satisfaction;
- (e) it shall ensure that all requirements stipulated in the FPX integration guideline provided in <https://fpxexchange.myclear.org.my:8443/MerchantIntegrationKit/#> that are imposed by PayNet (including but not limited to the following) are fully complied with at all times:
 - (i) Display of FPX participating banks at the Company's web portal must be in accordance with the FPX integration guideline;
 - (ii) Notification to Subscribers that FPX service is available 24 hours daily, subject to participating bank's Internet Banking services availability;
 - (iii) It shall take all possible measures to ensure that Subscriber's Internet Banking security credentials used in the course of a transaction at the Company'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:
 - (aa) the Company shall not intercept, capture or store Subscriber's Internet Banking security credentials;
 - (bb) The Company shall not facilitate or allow the interception, capturing or storage of Subscriber's Internet Banking security credentials;
 - (cc) The Company shall not through its action or omission, risk the exposure of the Subscriber's Internet Banking security credentials to any party.
 - (iv) The Company shall ensure the confidentiality, integrity and security of Subscriber's information entered at the Company's website.
- (f) It must not make any warranties or representations in respect of goods or services supplied which may bind the Bank, PayNet, Buyer Bank or any other Participants in the FPX service;
- (g) It must establish and maintain a fair policy for resolving Subscriber's disputes and/or claims;
- (h) The Company 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 Company shall comply with the FPX Brand guidelines at all times;
- (i) For the purpose of Clause 4.3(j), the Company 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 Company sub-licensed rights of using the FPX Brand shall be revoked and ceased immediately, whereupon this Agreement shall be terminated accordingly. Upon termination, Clause 8.9 shall apply accordingly;
- (j) The Company shall consent and allow the Bank to disclose its information to PayNet, as may be reasonably required for the purpose of an in connection with providing the FPX service;

- (k) It shall notify the Bank immediately if it becomes aware of any non-compliance to this Agreement or the FPX Operational Procedures for FPX which is applicable to the Company as reflected in this Agreement;
- (l) The Company's configuration shall be performed by the Company with assistance from the Bank;
- (m) The company that is acquired by the Bank shall get their security key generated and certified before generating and sending any message to FPX;
- (n) The Company that is acquired by the Bank 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;
- (o) The Company shall ensure each transaction that is sent to FPX for processing has a unique payment reference number known as Seller Order Number;
- (p) The Company shall advise the Subscriber to authorize their pending B2B transactions before escalating to PayNet in the event of any discrepancy;
- (q) The Company shall ensure that their customers / Subscriber(s) are aware that payments can be made via FPX. The Company shall raise awareness and promote the use of FPX through the Company's websites, mobile apps, and other means of communications;
- (r) Clauses 4.3(e)(iv), (g) and (i) herein shall survive termination of this Agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

4A OBLIGATIONS OF THE BANK

- 4A.1 Subject to the terms and conditions of this Agreement, upon receiving successful debit confirmation, the Bank shall either immediately credit and make funds available to the Company's account, or in a manner as agreed upon by the Bank and the Company;
- 4A.2 Subject to the terms and conditions of this Agreement, the Bank must make payment in full to the Company and shall not deduct any fees from the payment proceeds due to the Company, except for situations where the Company has specifically agreed in writing that FPX fees shall be deducted from payment amount;
- 4A3 The Bank shall refund transaction fees to the Company if fees are incurred due to Subscriber's disputes that are not caused by the Company. However, if the Company opts to partially refund overpayments to Subscriber, the Company shall bear the transaction fees for executing the refund;
- 4A4 The Bank shall implement reasonable measures to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.

5. COLLECTION SERVICES

- 5.1 The Company shall open a Current Account with the Bank as the Designated Account.
- 5.2 The Bank will provide Collection Services to the Company from the Effective Date. Collection Services shall be for the collection of periodic payments and/or other payments of the Subscribers and other charges levied by the Company on the Subscribers unless agreed to otherwise in writing by the Bank.

- 5.3 Upon receipt of the Collection Instructions or Payment Instructions, the Bank shall process the Collection Instructions or Payment Instructions and thereafter remit the Collected Sums to the Designated Account at the times and in the manner set out in Second Schedule of this Agreement. The Bank shall not be obliged to inform the Company of any rejected Collection Instructions or Payment Instructions.
- 5.4 The Bank will provide the necessary Report(s) to the Company at the time set out in Second Schedule of this Agreement. If the Company disputes any of the details in the Report(s) or any one of them, the Company shall within one (1) week from the date of receipt of the Report(s) inform the Bank in writing of the discrepancies in the Report(s). If the Bank discovers any discrepancies in the Report(s), the Bank shall inform the Company of the same and thereafter, the Bank may make such adjustments in the payments to be made to the Company or to the details in the Report(s), as the case may be. In the case of overpayments, the Bank shall be entitled with prior written notice to the Company, to deduct such amounts from the subsequent Collected Sums payable to the Company and/or deduct such amounts from the Designated Account and/or other accounts as the Bank deems fit.
- 5.5 The Company shall accept payments that draw funds from CASA and optionally payment(s) that draw funds from Card Accounts.

6. THE FEES, COSTS, EXPENSES AND BANK CHARGES

- 6.1 The Bank shall be entitled to deduct the Fees, the usual bank charges, taxes and any other charges and expenses payable from the Payment Sums prior to crediting the Collected Sums to the Designated Account. Notwithstanding any other provision in this Agreement, the Bank shall be entitled at its absolute discretion to revise or vary the Fees, the usual bank charges and/or any other charges from time to time by giving one (1) month's prior notice to the Company.
- 6.2 Each party shall bear their respective fees, costs, expenses and other charges payable in respect of or incidental to the preparation and execution of this Agreement and any other related documents and instruments. The stamp duty payable and any fees and costs (including legal fees on a solicitor and own client basis) incurred for the enforcement of this Agreement shall be borne by the Company and the Bank shall be entitled to deduct such sums from the Designated Account or any other accounts for the same, as the case may be.
- 6.3 The Bank shall impose the Fees as stated in Second Schedule for each Collection Services subscribed and effected by the Company via all agreeable Delivery Channels. Any change in the Fees will be notified by the Bank to the Company in the manner set out in Clause 13 of this Agreement.

7. WHERE SERVICES OR PAYMENTS NOT PROVIDED OR EFFECTED

- 7.1 Nothing in this Agreement shall be deemed to oblige or require the Bank to provide the Collection Services to the Company nor shall the Bank be liable to the Company or the Subscribers for any non-payment or collection of the Payment Sums or delay in the remittance of the Collected Sums to the Company in any of the following circumstances :-
- (a) incomplete, erroneous, disputed, forged or unauthorised Payment / Collection Instructions or Payment / Collection Instructions given by any fraudulent or illegal means.
 - (b) suspension, termination or closure of the Subscriber's Account by the Bank or the PayNet Direct Debit and/or PayNet FPX Member Banks, as the case may be;
 - (c) death or bankruptcy or winding-up of the Subscriber; or

- (d) technical error, malfunction or omission on the part of the Bank or any companies which offer communication, network or services to the Bank or its subscribers in the provision of the Collection Services.
- 7.2 Notwithstanding any other provisions in this Agreement, in the event the Bank is unable to perform any operations or to provide the Collection Services or any part thereof due to any reason beyond the Bank's control, including but not limited to fire, earthquake, flood, epidemic, natural catastrophe, accidents, riots, civil disturbances, industrial disputes, act of public enemy, embargo, war, act of God or any factor in the nature of a force majeure or any failure or disruption to telecommunications, electricity, water, fuel supply, the Bank shall not in any way be liable for any inconvenience, loss, injury, damages suffered or incurred by the Company or any party arising from the same.
- 7.3 In the event the Company agrees to reinstate the Collection Services provided to the Subscribers notwithstanding non-payment of the Collected Sums to the Company due to any events set out in Clause 7.1 and 7.2 above, the Company shall do so without any additional charges to be incurred by the Bank.

8. TERMINATION OR CANCELLATION OF THE SERVICES

- 8.1 The Bank may at its absolute discretion and without assigning any reason whatsoever suspend or cancel the Collection Services or any part thereof and to terminate this Agreement by giving the Company one (1) month's prior written notice to that effect.
- 8.2 Without prejudice to or limiting the effect of the Bank's rights contained in Clause 8.1 above, the Bank shall also be entitled to terminate the Collection Services immediately if any of the following events occur :-
- (a) if the Company commits a breach of any of the representations, warranties, covenants, terms or conditions of this Agreement; or
 - (b) if the Company shall be affected by a material change in its financial condition which in the opinion of the Bank is likely to prejudice the ability of the Company to perform its obligations under this Agreement; or
 - (c) if the Company enters into any composition or arrangement with or for the benefit of the creditors of the Company or threaten to do so or allows any judgement against the Company to remain unsatisfied for a period of twenty-one (21) days or has any distress or execution or other process of a court of competent jurisdiction levied upon or issued against any property of the Company and such distress or execution or other process is not satisfied by the Company within seven (7) days thereof; or
 - (d) if the Company ceases or threatens to cease to carry on its business or any change in major shareholder or management of the Company; or
 - (e) if the Company applies to the court or any other authority to restrain the Bank or any of its creditors from proceeding in any manner whatsoever to enforce whether in a court of law or otherwise any of their rights or securities including guarantees under any agreement or instrument or security documents; or
 - (f) a receiver and/or manager of the Company is appointed over any of the properties, assets or undertakings or any part thereunder and such appointment shall be deemed prejudicial for the Bank to allow the Services to continue; or
 - (g) if a Special Administrator of the Company or any other "affected person" (as defined in section 21 of the Pengurusan Danaharta Nasional Berhad Act 1998) is appointed or an application is made by the Company or any other "affected person" to Pengurusan Danaharta Nasional Berhad ("Danaharta") for the appointment of a Special Administrator or a recommendation is made by Danaharta to the oversight Committee (established under section 22 of the Pengurusan Danaharta Nasional

Berhad Act 1998) for the appointment of a Special Administrator of the Company or any other “affected person”; or

- (h) if a step is taken for the prosecution, bankruptcy, winding-up, dissolution, liquidation or restructuring, as the case may be, of the Company or a petition for bankruptcy, winding-up (voluntary or otherwise) is presented against the Company or any prosecution, bankruptcy, winding-up proceedings are threatened against the Company; or
- (i) if a change in applicable law or regulation makes it impossible or unlawful for the Bank to continue its making available the Collection Services or any part thereof to the Company; or
- (j) if the Company defaults in any agreement or payment for any account with the Bank or any other financial institution.

8.3 Termination by the Company

- (a) The Company may at any time terminate the use of any or all of the Collection Services and this Agreement by giving one (1) month’s prior written notice to the Bank.
- (b) Upon termination of the Collection Services, all Collection and Payment Instructions shall not be effected.

8.4 Any termination of this Agreement under or in accordance with the termination provision above shall not affect the accrued rights of the Bank and the Company hereunder and shall not release any party from liability in respect of any antecedent breach of this Agreement.

8.5 The Bank shall be entitled to receive all fees accrued and other moneys due up to the date of such termination within one (1) month from the date of such termination.

8.6 PayNet or the Bank, as the case maybe, reserves the right to suspend the participation of the Company in the FPX service by giving notice in writing specifying the suspension date and any conditions applicable to the suspension, under the following circumstances:

- 8.6.1 PayNet or the Bank has determined that the Company breached this Agreement, or the terms and conditions stipulated in the FPX Merchant Registration Form, or any applicable rules, guidelines, regulations, circular or laws;
- 8.6.2 The Company fails to remedy the breach described in Clause 8.6.1 to the Bank’s satisfaction;
- 8.6.3 PayNet or the Bank has determined that the Company 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;
- 8.6.4 Court order(s) affecting the Company’s membership in the FPX service and/or the legal status of the Company;
- 8.6.5 Directive(s) issued by regulatory or government authority affecting the Company’s membership in the FPX services and /or its legal status;
- 8.6.6 An application is made to the court either voluntarily or involuntarily for an order that the Company be wound up;
- 8.6.7 The Company is deemed unable to pay its debt and should be wound up under statutory laws; or
- 8.6.8 The Company 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;

- 8.6.9 The Bank has received complaints from the Subscriber, , other Acquirer(s), or Buyer Bank that the Company is engaging in fraudulent activity in connection with the FPX service; or
- 8.6.10 The Company 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.
- 8.7 Upon suspension of the Company in the FPX services:
 - 8.7.1 The services provided under FPX system will be suspended immediately;
 - 8.7.2 The Company will no longer have access to FPX Webview;
 - 8.7.3 The Company will stop sending debit request to FPX system or accept payments from Buyer Bank(s);
 - 8.7.4 The Company will no longer have access to the Bank that the Company is connected to via its Exchange ID / Company ID(s);
 - 8.7.5 The Company must take all reasonable steps to assist the Bank to notify each Subscriber affected by the action that the Company is no longer participating in the FPX service, in the form directed by the Bank;
 - 8.7.6 The Company must cease all promotional and advertising that is related or can be perceived to be related to FPX service;
 - 8.7.7 The Company must remove all FPX Brand from the Company's marketing collaterals, channels and website; and
 - 8.7.8 The Company must take all reasonable steps to comply with any directions of the Company to minimise the impact on Subscriber of the suspension.
- 8.8 PayNet or the Bank, as the case maybe, 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:
 - 8.8.1 This Agreement between the Company and the Bank is terminated or expired;
 - 8.8.2 The Company or PayNet has determined that the Company 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;
 - 8.8.3 The Company fails to remedy or take adequate steps to remedy its default under this Agreement to the satisfaction of the Bank or PayNet, as the case maybe, within a time period as specified in the notice of the default given by the Bank;
 - 8.8.4 PayNet or the Bank has determined that the Company has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the FPX service;
 - 8.8.5 Court order(s) affecting the Company or the Bank membership and/or legal status;
 - 8.8.6 Directive(s) issued by regulatory or government authority affecting the Company or the Bank membership and/or legal status;
 - 8.8.7 An application is made to the court either voluntarily or involuntarily for an order that the Company be wound up;

- 8.8.8 The Company is deemed unable to pay its debt and should be wound up under statutory laws; or
- 8.8.9 The Bank's membership in the FPX service or RENTAS is terminated or suspended and the Company has not appointed a replacement Acquirer;
- 8.8.10 PayNet has determined the Company is inactive or the Company is deemed inactive when there are not FPX transactions for a period of twelve (12) consecutive months.
- 8.9 Upon termination of this Agreement, the Company must undertake the following:
- a) Immediately advise its Subscribers that they will no longer accept payment via FPX from the effective date of termination of the Company's access to FPX service;
 - b) Shall ensure that inflight transactions post-termination are completed i.e goods are delivered to the Subscriber'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 Company's payment channels and websites.
- 8.10 Upon termination of this Agreement, the participation of the Company in FPX service is automatically terminated and the Company will no longer have access to the FPX system and services provided under the FPX system.
- 8.11 Termination of the Company 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 Company as reflected in this Agreement.

9. PROMOTION AND PUBLICITY

- 9.1 All public statements, media releases, public announcements and public disclosures by either party or its employees or agents relating to this Agreement and the Collection Services, including without limitation any promotion of the Collection Services or use of any trademark or logo of either party shall require the prior written approval of the other party before any such release.
- 9.2 Upon termination of this Agreement, both parties shall cease all use of the other party's name, mark and logo in any document, promotional material and/or advertising material and any other costs related or incidental to the same shall be borne by the respective parties.

10. SET-OFF AND COUNTERCLAIM

- 10.1 Without prejudice to any other rights or remedies the Bank may have, the Bank shall be entitled at its absolute discretion, to combine, consolidate or merge the Designated Account (if maintained with the Bank) and any other accounts of the Company of whatever nature with the Bank with any liabilities of the Company (whether such liability be present, future, actual, contingent, primary, secondary or collateral, secure or unsecured, several or joint) under any account, agreement or otherwise with the Bank and set off or transfer any sum (whether in the same or different currencies) standing to the credit of any such account or agreement in or towards the satisfaction of any of the Company's liabilities with the Bank under this Agreement or any other agreement with the Bank.
- 10.2 The liability of the Company to the Bank shall not be affected by any counterclaim or set-off in favour of the Company against the Subscribers.

11. ENTIRE AGREEMENT & VARIATIONS OF TERMS AND CONDITIONS

Unless provided otherwise in this Agreement, this Agreement may be varied or supplemented by mutual consent of the parties hereto by means of a mutual exchange of letters or such other means as may be agreed upon between the parties from time to time and thereafter such variations or supplements shall be deemed to be incorporated in this Agreement.

12. RIGHT TO DISCLOSE INFORMATION

- 12.1 The Bank shall be entitled to disclose information concerning the Company to any agent or sub-contractor appointed or engaged by the Bank for any purpose in connection with or related to this Agreement.
- 12.2 The Company shall not, at all times, disclose confidential information acquired in consequence of this Agreement, except for information which they may be entitled or bound to disclose under compulsion of law.
- 12.3 Notwithstanding anything stated in this Agreement, in addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013, the Company irrevocably authorizes and permits the Bank, its officers and employees to disclose and furnish all information concerning the services provided and any other matters relating to the Company or its business and operations to:
- 12.3.1 any other relevant authority as may be authorized by law to obtain such information or such authorities/ agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;
 - 12.3.2 any current or future corporation which may be associated or related to the Bank (as defined in the Companies Act 1965 or its equivalent in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of the Bank's holding company;
 - 12.3.3 the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
 - 12.3.4 the Bank's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies

The Company hereby irrevocably consents to such disclosure and confirms that the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with this Agreement.

- 12.4 The obligations of confidentiality shall survive the termination of this Agreement.

13. NOTICES

- 13.1 Unless provided otherwise in this Agreement, notices under this Agreement shall be in writing may be given by despatch, by registered or ordinary post or by facsimile to the respective addresses and contact numbers of the parties set out below :-
- (a) For the Bank – the address set out in Item 2 of the First Schedule;
 - (b) For the Company – the address set out in Item 3 of the First Schedule,
- or any other addresses and contact numbers which a party may notify the other from time to time.
- 13.2 Notices will be deemed given by one party to the other:-
- (a) in the case of hand delivery, upon written acknowledgement of the notice by the receiving party;

- (b) in the case of registered or ordinary post, within five (5) Business Days from the date of posting;
- (c) in the case of facsimile, upon receipt of the confirmation of the transmission from the transmitting machine on a Business Day and on the next Business Day following the transmission if the day of transmission is not a Business Day.

14. FORCE MAJEURE

- 14.1 As between the Bank and the Company, neither party shall be considered in default of the performance of its obligations under this Agreement if the performance of its obligations under this Agreement is prevented or delayed because of any acts of God, acts or civil or military authority, strikes, fires, lockouts or labour disputes, governmental restriction, wars, riots, earthquakes, storms, typhoons or flood or any failure or breakdown in the computer system and/or communication line used to effect the Collection Services in accordance to the Collection Instructions and Payment Instructions PROVIDED ALWAYS, the party invoking such event or events must take all necessary and reasonable steps in the circumstances to remove or mitigate the cause or causes of such restriction or delay and proceed to perform its obligations hereunder.
- 14.2 Notice of any event of force majeure and any abatement thereof must be given to the other party by the party claiming the benefit of the provision of clause 14.1 as soon as such event becomes known to such party

15. SEVERABILITY, WAIVER AND INDULGENCES

- 15.1 If any provision, term, condition, stipulation, covenant or undertaking in this Agreement is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions of this Agreement.
- 15.2 No failure or delay on the part of either party in exercising or any omission to exercise any right, power, privilege or remedy accruing to the other party under this Agreement shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or acquiescence in such default nor shall any action by either party in respect of any default or any acquiescence in any such default affect or impair any right, power, privilege or remedy of that party in respect of any other or subsequent default.

16. CHANGE IN THE CONSTITUTION OF EITHER PARTY

The liabilities and obligations created by this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by incorporation, amalgamation, reconstruction, merger, liquidation, bankruptcy, winding-up or otherwise howsoever in the name, style, constitution or composition of either party and it is expressly declared that no change of any sort whatsoever in relation to or affecting either party shall in any way affect the liabilities and obligations created by this Agreement in relation to any transaction whatsoever, whether past, present or future.

17. LIMITATION OF LIABILITY

- 17.1 Notwithstanding anything to the contrary in this Agreement, the Bank shall not be liable to the Company for any loss (whether direct or indirect) of profits, business, goodwill or any indirect or consequential loss or damage whatever or howsoever arising even if the party has been advised of the possibility of such loss or damage or claim.
- 17.2 Subject to the provisions herein, the Bank's sole and entire liability to the Company in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement or howsoever shall not exceed the amount of the

transaction involved which gave rise to the claim or direct damages sustained, whichever is the lower.

17.3 Each provision in this Clause is to be construed as a separate limitation applying and surviving even if for any reason one or the other provision is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of this Agreement or the Collection Services.

17.4 The Company agrees that the Bank will not be held liable for any delay, error or omission, howsoever caused (whether by the Bank staff, system or otherwise), in carrying out the Collection Instructions or Payment Instructions (including Collection Instructions or Payment Instructions made to the Bank for debiting / crediting those account(s) maintained with the Bank or other financial institution) nor any loss (whether direct or indirect) or damage whatsoever, arising from the provision of this Collection Services even if the Bank has been advised of the possibility of such loss or damage or claim by any third party arising out of, or in any way connected with this Agreement or for failure to provide any service herein if such failure is due to any cause or condition beyond the Bank's reasonable control, provided always that the Bank shall not be liable for any indirect or consequential loss.

17.5 The Company agrees that instructions for Collection Services will remain effective for the protection of the Bank in respect of collections or payments made in good faith notwithstanding the insolvency or revocation of such Collection Instructions or Payment Instructions unless actual notice of revocation are received and acknowledged in writing by the Bank.

18. SUCCESSORS BOUND

18.1 This Agreement shall be binding on the liquidators, receiver and/or managers, and successors-in-title of the Company and the successors-in-title of the Bank.

18.2 The Company shall not assign the Company's rights, title, interest and obligations under this Agreement without the prior written consent of the Bank. The Bank shall be at liberty at any time with or without notice to the Company to assign and/or transfer all its rights, title, interest and obligations under this Agreement to any person or financial institution upon such terms as the Bank deems fit and a statement therein of the amount due to the Bank shall be conclusive and binding for all purposes against the Company.

19. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties shall submit to the jurisdiction of the Courts of Malaysia.

20. EFFECTIVE DATE

This Agreement shall become effective on the Effective Date irrespective of the diverse dates on which the parties may have respectively executed the same.

21. TIME

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

22. STAMP DUTIES

The Company shall bear the stamp duties of this Agreement

23. INDEMNITY

- 23.1 The Company undertakes to be fully responsible for any error, inaccuracy, corruption of info contained in the Data file delivered to the Bank and shall indemnify and keep the Bank fully indemnified at all times against any claims proceedings, loss, expense or damages incurred by the Bank arising thereof or in connection therewith, including but not limited to the cancellation or change in Collection Instructions or Payments Instructions that incurred as a result of a delay attributable to the Company in transmitting the info.
- 23.2 Each indemnity in this Agreement is a continuing, separate and independent from the other obligations of the indemnifier and survives termination of this Agreement.
- 23.3 Subject to parties' compliance with Clause 23.4 below, 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:
- 23.3.1 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;
- 23.3.2 Any claim by a Subscriber, Acquirer, the Bank, Buyer Bank, PayNet or any other person for any breach by the Indemnifying Party of any applicable laws;
- 23.3.3 The failure of the Indemnifying Party to observe any of its obligations under this Agreement;
- 23.3.4 Any use of the FPX Brand by the Indemnifying Party other than as permitted by this Agreement;
- 23.3.5 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 Clauses 23.3.1 to 23.3.4.
- 23.4 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 23.3, 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.
- 23.6 The Bank is not liable to the Company for any loss or damage suffered by the Company as a result of the delay or disruption caused by any system failure beyond the Bank's reasonable control.
- 23.7 For the purpose of this clause, loss or damage includes any consequential or economic loss or damage.

24. GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES ETC

- 24.1 For the purpose of this Clause :
- 24.2 The Fees and all other monies to be paid by the Company to the Bank under this Agreement, including any amount representing reimbursements to be paid by the Company to the Bank,

is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

- 24.3 In the event the Company is required by law to make any deduction or withholding from the Fees and/or all other monies payable to the Bank under this Agreement in respect of any Tax or otherwise, the sum payable by the Company in respect of which the deduction or withholding is required shall be increased so that the net service charge and/or the net amount of monies received by the Bank is equal to that which the Bank would otherwise have received had no deduction or withholding been required or made.
- 24.4 The Company shall in addition to the Fees and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Company directly to any Appropriate Authority, which the Company shall remit directly to the Appropriate Authority .
- 24.5 If at any time an adjustment is made or required to be made between the Bank and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with this agreement by the Bank a corresponding adjustment may at the Bank's discretion be made as between the Bank and the Company and in such event, any payment necessary to give effect to the adjustment shall be made.
- 24.6 All Tax as shall be payable by the Company to the Bank as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.
- 24.7 The Company hereby agrees to do all things reasonably requested by the Bank to assist the Bank in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in this Agreement, the Company agrees to provide its fullest cooperation to the Bank in assisting the Bank in complying with its obligations under the relevant laws.
- 24.8 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

25. ADDITIONAL TERMS AND CONDITIONS

The Letter of Offer and the additional terms, conditions and covenants set out in the Second Schedule shall form and be construed as part of this Agreement and shall prevail in the event of any conflict or discrepancy with the other provisions of this Agreement.

26 GOODS AND /OR SERVICES DELIVERY

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

27 FRAUD AND SECURITY

- 27.1 The Company 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;

- 27.2 The Company shall also comply with all applicable laws of Malaysia in relation to fraud;
- 27.3 In the interest of safeguarding the integrity of the FPX service, the Company grant PayNet and/or the Bank the absolute authority to direct the Company to take any measure that PayNet and/or the Bank deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected. The Company receiving such a directive shall promptly comply with the directive.

28 SUBSCRIBER'S DISPUTES / CLAIMS

- 28.1 The Company shall assist the Bank with investigation related to Subscriber's disputes and requests for refunds in accordance with the following process and timelines;
- 28.2 If a valid request to recover funds was received by the Company within sixty (60) days of the Subscriber's FPX payments, the Company shall address the Buyer's disputes / claims to the Subscriber's satisfaction.
- 28.2.1 Subscribers may submit requests for refunds to the Company for the following reasons after FPX payments have been made:
- i. Goods or services purchased were not provided or rendered due to the Company's non-performance or insolvency;
 - ii. Goods purchased were damaged or defective;
 - iii. Goods purchased not as described or as advertised by the Company;
 - iv. Goods purchased were not genuine, counterfeit or fake;
 - v. Subscriber's bank accounts were erroneously debited multiple times for a single purchase or charged an incorrect amount by the Company
- 28.2.2 Upon receiving a request for refund, the Company shall respond to all requests for refunds within seven (7) Business Days of receipt. The Company shall ensure that the refund claims are addressed within the seven (7) Business Days timeframe.
- 28.3 The Company 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 Company's performance of its obligations. If the Company is unable to furnish evidence within the timeframe specified in Clause 28.2.2 or the evidence does not conclusively* refute the Subscriber's refund claim, the Company is required to refund the purchase proceeds to the Subscriber within three (3) Business Days.
- *Evidence furnished by the Company to refute a refund claim is deemed to be sufficient if both the Subscriber Bank and the Counterparty are fully satisfied that the Company has adequately demonstrated that the Company has performed its obligations.
- 28.4 If the Company is not able to adequately refute a refund claim in accordance with Clause 28.3, the Bank shall have the right to debit any of the Company's account(s) maintained with the Bank for the recovery of the disputed sum either entirely or partially.

29 DISPUTE RESOLUTION

- 29.1 The Company shall have the right to refer their disputes to PayNet if there is an allegation to the Bank's non-compliance to the obligations set out in this Agreement and the Operational Procedures. PayNet will review such complaints and allegations, but such review will be confined to:
- 29.1.1 Determination whether there has been non-compliance;

- 29.1.2 Stipulating remedies for the Bank to correct or address the non-compliance; and
- 29.1.3 Determination if penalties are applicable for the Bank's non-compliance.
- 29.2 All decisions rendered by PayNet in response to complaints from the Company shall be binding on the Bank.
- 29.3 Referring allegations of non-compliance to PayNet does not preclude the right of the Company to take the dispute to the respective industry arbitration or mediation bodies.

FIRST SCHEDULE

ITEM	MATTER	PARTICULARS
1.	Date of This Agreement ("Effective Date")	
2.	The Bank Address For Service of Notices :	Hong Leong Bank Berhad (HLBB) PFS- Digital Level 23A, Menara Hong Leong, No 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur, Malaysia
3.	The Company (Name & Company Number) Registered Address : Business Address (if any): Contact Person 1: Designation : Telephone Number : Facsimile Number : Contact Person 2: Designation : Telephone Number : Facsimile Number :	
4.	Commencement Date	
5.	Designated Account : Financial Institution: Branch & Address :	
6.	The Fees (Ringgit Malaysia)	Refer to the Letter of Offer.

SECOND SCHEDULE**ADDITIONAL TERMS, CONDITIONS AND COVENANTS OF THIS AGREEMENT****FOR*****“COLLECTION SERVICES”*****1. COLLECTION SERVICES**

- 1.1 The Company shall provide the Collection Instructions to the Bank before the cut-off-time.
- 1.2 The Company shall ensure that the details of the Collection Instructions contained in the Media are correct for processing. The Company agrees that the Bank is under no duty whatsoever to verify or check in anyway the Collection Instructions contained in the Media.
- 1.3 For PayNet Direct Debit transactions, the Bank will process the Collection Instructions or Payment Instructions and transmit the information to PayNet for onward transmission to the PayNet Direct Debit Member Bank.

2. ENROLMENT FORMS

- 2.1 The Company shall ensure that it has taken reasonable steps to ensure that proper procedures are maintained at their end as to the processing and transmission of the Enrolment Forms to the Bank and the information is not tampered with.
- 2.2 The Bank shall not be liable for any unauthorized changes or tampering of the Enrolment Forms.
- 2.3 The Company shall ensure that the details of the Subscribers contained in the Enrolment Forms are correct for processing. And it is hereby agreed that the Bank is under no obligation whatsoever to verify or check in anyway the Enrolment Forms.
- 2.4 The Bank shall reserve the rights to reject any Enrolment Forms, which does not conform to the requirements as agreed upon by the parties to this Agreement.
- 2.5 The Company agrees that the Bank will not be held liable for any indirect or consequential loss for any delay, error, omission or lost of Enrolment Forms or any Collection Services' registration documents, howsoever caused (whether by the Bank staff, system or otherwise), while transmission of Enrolment Forms or carrying out the necessary registration and maintenance of the Company and the Subscribers' data and information (including Subscribers maintaining account(s) with the Bank or other financial institution) into the Bank's system, nor any loss (whether direct or indirect) or damage whatsoever, arising from the provision of this Clause when the Bank and the Company performing the Collection Services even if the Bank has been advised of the possibility of such loss or damage or claim by any third party arising out of, or in any way connected with this Agreement.

3. DATAFILE

- 3.1 The Company shall ensure that it has taken reasonable steps to ensure that proper security and procedures are maintained at their end as to the generation and transmission of the Datafile to the Bank and the information is not tampered with.
- 3.2 The Bank shall not be liable for any unauthorized changes or tampering of the Datafile, Collection Instruction and Payment Instruction.

- 3.3 The Company shall take all proper and reasonable steps to ensure that the Media supplied to the Bank for the Collection Services is not damaged, defective and / or will not malfunction.
- 3.4 The Bank shall reserve the rights to reject any transaction, which does not conform to the standard format as agreed upon by the parties to this Agreement.

4. COLLECTION INSTRUCTIONS CANCELLATION

- 4.1 The Company shall produce to the Bank an authorization letter to cancel the Collection Instructions, prior to the cut off time for the Collection Services.
- 4.2 If the Company wishes to amend or vary any information in the Datafile or Collection Instructions, a new Datafile with such amendments or variations duly incorporated is to be forwarded to the Bank before the cut-off time as may be determined by the Bank, together with the corresponding Collection Instructions, upon which the unprocessed media shall be returned to the Company by the Bank.
- 4.3 The Bank reserves the right to impose an instruction – amendment fee (which sum shall be decided by the Bank in its absolute discretion) in the event of the Company amending cancelling or varying the Instructions in the manner contemplated in this Clause herein.
- 4.4 The Company hereby agrees to pay the Bank the same and further authorises the Bank to debit such fee from the Account.
- 4.5 Notwithstanding anything in this Agreement and for the avoidance of doubt, the Bank shall act on the cancellation or amendments of Collection Instructions on a best effort basis.

5. THE FEES AND OTHER REMITTANCES RATES

As stipulated in the Letter of Offer attached.

6. TRANSFER OF COLLECTED SUMS AND COLLECTION REPORTS

(a) Transfer of Collected Sums to the Designated Account	(a) * daily
(b) Transfer of collection Report to The Company	(b) * daily

IN WITNESS WHEREOF the parties hereto have respectively executed this Agreement.

<p><u>THE BANK</u></p> <p>Signed by) for and on behalf of) HONG LEONG BANK BERHAD) in the presence of :-)</p>	<p>.....</p> <p>Name : Designation : Date :</p>
<p>.....</p> <p>Witness Name : NRIC NO. (Old/ New): Designation :</p>	
<p><u>THE COMPANY</u></p> <p>Signed by) for and on behalf of the Company))) in the presence of :-)</p>	<p>.....</p> <p>Name : Designation : Date :</p>
<p>.....</p> <p>Witness Name : NRIC NO. (Old/ New): Designation :</p>	