

MERCHANT AGREEMENT

This **Merchant Agreement** (the "Agreement") is made together with the date of this iPay88 MYR Gateway Application Form (the "Form")

BETWEEN

IPAY88 (M) SDN. BHD. (Company No. 200001019210 (521817-M)) a company incorporated in Malaysia and having its principal place of business at Suite 2A-18-2, 18th Floor, Block 2A, Plaza Sentral, Jalan Stesen Sentral 5, 50470 Kuala Lumpur (hereinafter referred to as "iPay88") of the one part;

AND

The company to which its details are more specifically stated within Section C of the Form, annexed hereto as Appendix A (hereinafter referred to as "the Company") of the other part;

WHEREAS: -

- (A) iPay88 is involved in the business of provision of payment gateway solutions to facilitate online payment processing (collectively referred to as "Service"). The provision of the Services is governed by the terms and conditions in the agreements executed or to be executed between iPay88 and the relevant PSPs, including, but not limited to, the Standards (as hereinafter defined).
- (B) The Company is engaged in the operation of websites and provision of products and/or services as may be available on the Company Platform (as hereinafter defined).
- (C) The Company is desirous of appointing iPay88 for the provision of the Services, and/or other related products subject to the terms and conditions as set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires the following terms shall have the following meanings: -

"**ADC**" means Account Data Compromise in accordance with the Standards;

"**ADC Event**" means an ADC event that would or is likely to occur in accordance with the Standards;

"**Agreement**" means this Merchant Agreement and all schedules, appendices, and/or annexures attached hereto;

“**AML**” means Anti-Money Laundering;

“**Authorities**” means any government bodies, regulators, and/or any other relevant authorities who may exert control the Laws governing the obligations of the Parties;

“**Bank**” means any participating financial institutions where iPay88 maintains its transaction processing via the financial institution’s gateway;

“**Banned and High Risk Industries**” means any banned and high risk industries as determined by PSPs from time to time and includes the non-exhaustive list of banned and high risk industries in attached within Appendix B;

“**BRAM**” means the document containing the Business Risk Assessment and Mitigation compliance programme developed by MasterCard;

“**Business Day**” means any day (excluding Saturdays, Sundays, and any public holidays) on which the Banks in Kuala Lumpur are open for business;

“**Card Associations**” means VISA, MasterCard, and/or any other card associations that the Banks may subscribe with from time to time;

“**Commencement Date**” means the date of this Agreement;

“**Company Information**” means any information that the Company provides to iPay88 in relation to the Services;

“**Company Platform**” means the Company’s website(s) and/or platform(s), as stated in Section E of the Form (attached within Appendix A) hereto, for the provision and/or sale of goods and/or services by the Company to the Customers (or such other websites as may be notified from the Company to iPay88 from time to time);

“**Customer**” means the natural person or legal entity which purchases products and/or services from the Company;

“**Excessive Chargeback Program**” means the program(s) provided by the PSPs for the purposes of monitoring the chargeback performance of the Company and to determine if the Company has, or is likely to, exceed monthly chargeback thresholds;

“**Fees**” means the fees payable by the Company to iPay88 for the Services, more particularly, detailed in the Form excluding banking charges imposed on iPay88 and includes any revised Fees which may be agreed by both Parties in writing from time to time;

“**Law**” means any laws, regulations, bylaws, rules, policies, and/or operating regulations and procedures, including but not limited to, the Standards, any manuals, guides or bulletins, as may be amended from time to time and issued by the Authorities and/or PSPs;

"**Marks**" means the names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols and marks that any one of the PSPs, including, but not limited to, its affiliates and/or subsidiaries, own, manage, license, or otherwise control and make available for use by any other authorised entities;

"**MasterCard**" means MasterCard International Incorporated, a company organized under the State of Delaware having its office and principal place of business at 2000 Purchase Street, Purchase, NY10577-2509, United States of America of which the Bank is a member institution;

"**OFAC**" means the U.S. Treasury Department's Office of Foreign Assets Control;

"**Payment Card Industry-Data Security Standard (PCI-DSS)**" means a set of comprehensive requirements for enhancing payment account data security which was developed by the founding payment brands of the Payment Card Industry Security Standards Council to protect account data;

"**Payment Service Providers**" or "**PSPs**" means the Banks, Card Associations, and/or any other relevant payment service providers or operators;

"**Personal Data**" has the meaning ascribed to it in the Personal Data Protection Act 2010 of Malaysia ("the Act") as amended and/or revised from time to time;

"**Standards**" means any laws, bylaws, rules, policies, and/or operating regulations and procedures, including but not limited to, any manuals, guides or bulletins, as may be amended from time to time, of the PSPs;

"**VISA**" means Visa International Service Association; a company organized under the State of Delaware with its principal office at 3125 Clearview Way, San Mateo, CA94402, United States of America of which the Bank is a member institution;

- 1.2 Words bearing the singular in this Agreement shall include the plural and vice versa.
- 1.3 Titles and headings in this Agreement are used for convenience and ease of reference only, and in no way define, limit, extend or describe the scope and intent of this Agreement or of its provision.
- 1.4 All recitals, appendices, and/or annexures hereto in this Agreement shall be read and construed as an essential part of this Agreement.
- 1.5 "Parties" shall mean iPay88 and the Company and "Party" shall mean any of them.

2. Appointment

The Company hereby appoints iPay88 for the provision of the Service for the duration of the Term and iPay88 hereby agrees to accept the appointment for the provision of the Service to the Company in accordance with the terms and conditions of this Agreement.

3. Relationship

3.1 In providing the Service, the Parties agree that: -

- (a) iPay88 shall act only as a facilitator to assist the Company in accepting payments from the Customer;
- (b) iPay88 will act in accordance with the written instructions of the Company's authorised representatives provided that such instructions are within the scope of the Service; and
- (c) iPay88 acts solely as an online payment switching service provider by creating, hosting, maintaining and providing its Service to the Company via the internet. iPay88 does not have any control over the products or services that are transacted by the Company, and, accordingly, iPay88 does not have any onus or liability whatsoever to ensure that the Customers complete any such transactions with the Company. iPay88 does not make any representation and/or warranty for or on behalf of the PSPs
- (d) iPay88 and the Company are independent parties, and nothing herein shall be construed as creating a partnership or agency relationship between the Parties, and/or the PSPs.

3.2 Notwithstanding the provision of the Service by iPay88 and any of the terms of this Agreement to the contrary, the Company acknowledges that:-

- (a) iPay88 is not a bank and the Service provided by iPay88 is an online payment switching service and not a banking service, and
- (b) iPay88 does not act in the capacity of a trustee, fiduciary, and/or escrow agent with respect to the Company's funds and acts solely as a custodian of such funds. The Company agrees that it shall not receive interest or any other earnings on the funds handled or processed by iPay88 on behalf of the Company and that iPay88 shall be entitled to any interest accrued on such funds.

3.3 The Company shall, at its own cost and expense, register with the PSPs to obtain a merchant account prior to the provision of the Service by iPay88 to the Company.

3.4 The Company hereby agrees that: -

- (a) the PSPs may, at any time and without prior written notice, prohibit the Company from using any of the Marks for any reason whatsoever;
- (b) the PSPs shall be entitled to enforce any provision of the Standards and to prohibit the Company from engaging in any conduct that the PSPs deem will damage or create a risk of damage to the PSPs, including, but not limited to, any damage to its reputation, or that could adversely affect the integrity of the PSPs' systems; and
- (c) the Company shall not take any action against iPay88, and/or the PSPs to prevent and/or interfere with the rights mentioned in Clauses 3.4(a) and (b) above.

4. Requirements of Company Platform

The Company shall ensure that the Company Platform contains the following information or feature(s): -

- (a) Marks in full colour to indicate that payment can be made by way such applicable payment methods;
- (b) Complete description of the products and/or services offered by the Company;
- (c) Indicate if there are any guarantees and/or warranties granted by the supplier and/or manufacturer for such products and/or services;
- (d) Specify or indicate the return and/or refund policies, and terms and conditions of sale and purchase of the products and/or services, which must be acknowledged by the Customers;
- (e) Provide the particulars of the customer service contact including the Company's address, email address, and contact number;
- (f) Specify the cost of products and/or services, and the applicable delivery and/or shipping charges which shall be in the currency of the Malaysian Ringgit (MYR);
- (g) Any export restrictions;
- (h) Delivery policy;
- (i) Personal Data privacy policy in accordance with the Act;
- (j) Security capabilities and policy for transmission of payment transaction details;

- (k) Any legal restriction;
- (l) Indicate that the Company uses the Services as provided by iPay88 in which iPay88's name and/or logo shall appear on the Company Platform.

5. Remittance of Payments by iPay88

- 5.1 The Company hereby irrevocably authorizes iPay88 to cause all funds received on behalf of the Company by iPay88, in connection with the Service, to be deposited on its behalf in iPay88's banking accounts. iPay88 shall thereafter remit all such funds received by iPay88, free of interest less any Fees payable to iPay88 to the Company, via cheque, internet transfer, or telegraphic transfer to the Company's bank account on the fifth (5th) day of each and every succeeding week.
- 5.2 The frequency and date of payments as set out in Clause 5.1 above may be varied in writing by the Parties.
- 5.3 The Company hereby agrees that iPay88 and/or the PSPs have absolute discretion not to remit any such funds received by iPay88 and/or the PSPs to the Company if iPay88 and/or the PSPs reasonably believe that any of the following events has or may have occurred:
 - (a) Product is returned by the Customer or service is not rendered by the Company for any reason whatsoever;
 - (b) Dispute, chargeback, fraud, forgery and/or suspicious transactions;
 - (c) The Company is unable to furnish any document or record related to the transaction upon request of iPay88 and/or the PSPs;
 - (d) There has been a breach of this Agreement by the Company or the Company is suspected, expected, assumed, or believed to be in breach of any of its obligations under this Agreement or any security measures or guidelines issued by the PSPs;
 - (e) Non-compliance by the Company which may damage the goodwill of the PSPs or reflect negatively on the PSPs' Marks;
 - (f) If this Agreement is terminated by iPay88 for any violations by the Company as listed within Clause 11 or in accordance to Clause 19 of this Agreement.

6. Identity Authentication

- 6.1 The Company hereby authorises iPay88, either directly or through third parties, to carry out necessary verification and validation on the Company and to carry out credit checks and/or verifications on the information provided by the Company.

- 6.2 The Company agrees and acknowledges that iPay88 does not guarantee authenticity of any of the Customer's identity and the Company shall not hold iPay88 liable in any way whatsoever, including, but not limited to, third party claims, for any fraud in connection with any of the Customer's identity.

7. Release

The Company agrees that iPay88 shall not be held liable in any manner whatsoever in the event there is a dispute between the Company and any of the Customers, unless it can be reasonably proven by the Company that such dispute arose, directly or indirectly, from the negligence, fraudulent act, default, breach and/or omission committed by iPay88 in the provision of the Service.

8. No Warranty

iPay88 shall use its best efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner. Notwithstanding the foregoing, iPay88 makes no representations or warranties, express or implied, regarding the time required to complete any such transactions as the Service is largely dependent upon many factors beyond its control including, but not limited to, delays in the banking system, and/or the local or international mail service.

9. Disclaimer and Limitation of Liability

- 9.1 The Company shall not hold iPay88, its holding company, affiliates, subsidiaries, employees and its suppliers liable in any way for any losses or liabilities and shall indemnify iPay88 against any claims, including, but not limited to, for any non-compliance claims brought by any PSPs, Authorities, and/or any third parties caused, whether directly or indirectly, by the Company, or any third parties related to the Company, through the use of or access to the Service. The Company shall forthwith reimburse iPay88 for any fines imposed, all costs (legal or otherwise), and/or damages incurred by iPay88.
- 9.2 iPay88 and the Company shall under no circumstances be liable to each other, its holding company, subsidiaries, employees and its suppliers for:
- (a) any online services offered by third parties and accessible from the iPay88 website or the Company Platform;
 - (b) any exposure of users of the Service to third party online services providing prohibited material or other undesired experiences through the use of the iPay88 website or the Company Platform; or
 - (c) any act or omission on the part of any third parties not within the control of either Party.

- 9.3 The Company shall perform checks on all the Company's transactions and settlements carried out through the Services. Any disputes in relation to such shall be raised by the Company within seven (7) days from the date of any such transaction, failing which, all transactions and settlements carried out through the Services shall be final and binding.
- 9.4 Notwithstanding anything within this Agreement, iPay88's liability towards the Company for any breach shall be limited to the amount of Fees received by iPay88 from the Company in the preceding six (6) months from the occurrence of any such breach.

10. Indemnity

- 10.1 Subject to Clauses 7 (Release) and 9 (Disclaimer and Limitation of Liability) herein, the defaulting Party hereto agrees to indemnify and hold the non-defaulting Party, its holding company, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand made or incurred, whether by any third party or otherwise, due to or arising out of the defaulting Party's breach of any of the terms of this Agreement or the violation of any Law in connection with the transactions contemplated under this Agreement.
- 10.2 In any such cases as contemplated within Clause 10.1 above, the non-defaulting Party shall, as soon as practicable, notify the defaulting Party of any such claims or demands made against the non-defaulting Party. The non-defaulting Party shall not accept any form of settlement and/or arrangement for any such claims or demands without the prior written consent of the defaulting Party. The non-defaulting Party may, at the expense of the defaulting Party, opt to join the defaulting Party in defending any such claims or demands at its sole discretion.

11. Violations by the Company

- 11.1 If the Company engages in any of the following, iPay88 shall be entitled, at its sole discretion, to limit the Service provided to the Company or immediately terminate the Service and this Agreement by notice in writing to the Company:
- (a) Using the Service to receive payments for any sexually oriented or obscene materials or services in violation of iPay88's policy;
 - (b) Using the Service to receive payments for any narcotics, other controlled or illegal substances, steroids or prescription drugs in violation of any Laws;
 - (c) Using the Service to receive payments for any form of gambling related activities;
 - (d) Using the Service to receive payments for any unlicensed or counterfeit products;

- (e) Using the Service to receive payments for any firearms, ammunition, high capacity magazines, tasers, air guns, and similar objects;
- (f) Using the Service to receive payments for any fireworks or pyrotechnic devices or supplies;
- (g) Attempting to tamper, hack, modify, or otherwise corrupt the security or functionality of the Service;
- (h) Using the Service for money laundering activities;
- (i) Using the Service for pyramid scheme programs;
- (j) Using the Service for any illegal or immoral activities including, but not limited to, violating the Laws;
- (k) Damage the goodwill or reflect negatively on the PSPs' brand, including but not limited to violating the BRAM compliance program;
- (l) Deal in the currency of Israel;
- (m) Deal with the residents, Authorities, agencies, instrumentalities, and/or any entities owned or controlled, directly or indirectly, by Israel ("Specified Persons");
- (n) Deal with any person or group of persons as announced by relevant Authorities, such as but not limited to, the United Nations Security Council, as being a person or group of persons involved in terrorism or terrorism-related activities;
- (o) Deal with any persons or group of persons contained within the Specially Designated Nationals and Blocked Persons List (the "SDN List") issued by the OFAC;
- (p) Conduct any business or activities in a country subject to OFAC sanctions programs that impact payment services, or with the government of such a country;
- (q) Being involved in any of the Banned and High Risk Industries;
- (r) Failing to comply with relevant guidelines provided by the PSPs for use of the Marks;
- (s) Subcontracting and/or assigning its rights under this Agreement to a third party without the written consent of iPay88.

11.2 The Company agrees that the damages sustained by iPay88 as a result of the items listed within Clause 11.1 above by the Company will be substantial and may include, without limitation, fines and expenses from its payment processors and/or service providers, and damage to its reputation. Such damages may be extremely difficult and impracticable to ascertain and that monetary relief will not be an adequate remedy for such breaches by the Company. The Company further acknowledges that iPay88 shall be entitled to seek any and all forms of equitable relief, including, but not limited to, injunctions and specific performance in the event of any such breach or threatened breach by the Company.

12. Fees

12.1 The Company shall pay iPay88 the Fees as set forth in Appendix A of the Form.

12.2 All Fees will be assessed in the currency of the payment. The Company's account and all transactions are made and displayed in MYR unless otherwise specified and may be subject to exchange rates.

13. Receiving Payments

13.1 Reversed and/or Refunded Payments

The Company agrees that if a reversal and/or refund transaction occurs on a payment made to its account, iPay88 shall be entitled to reverse the payment and debit the same on the Company's account balance that is maintained with iPay88 to pay for any such reversals and/or refunds. The Company agrees not to take any legal action against iPay88 arising from any non-payment due any such reversal process. In the event of insufficient funds in the Company's account balance, the Company agrees to reimburse iPay88 through other means within fourteen (14) days from the receipt of notification in writing notifying the Company of such.

13.2 Refused Payments

Any payments carried out through the Service that are denied or unclaimed by a recipient will be returned to the Company:-

- (a) on the date any such payments are denied; or
- (b) within thirty (30) days from the date of any such unclaimed payments.

14. Warranties in respect of Company Information

- 14.1 The Company is solely responsible for the Company Information and the Company acknowledges that iPay88 acts solely as a passive conduit for the online distribution and publication of the Company Information. Notwithstanding the foregoing, iPay88 shall not use any of the Company Information for any other purpose which is not related to the provision of the Service pursuant to the terms of this Agreement without the consent of the Company.
- 14.2 The Company shall use its best endeavour to ensure that the Company Information and the Company's activities, including the payments and receipt of payments, that are transacted through the iPay88 Service **shall not**:
- (a) be false, inaccurate or misleading;
 - (b) be fraudulent or involve the sale of counterfeit or stolen items;
 - (c) be related in any way to gambling and/or gaming related activities;
 - (d) violate this Agreement as defined under Clause 11 herein;
 - (e) infringe any rights of third parties including, but not limited to, intellectual property and/or privacy rights;
 - (f) violate any Laws;
 - (g) be defamatory, trade libellous, or unlawfully threatening and/or harassing;
 - (h) be obscene or contain child pornography;
 - (i) contain any viruses, trojan horses, worms, time bombs, cancelbots, easter eggs, cryptolocker or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or other Personal Data; or
 - (j) damage the reputation of and/or cause liability to iPay88, and/or cause iPay88 to lose (in whole or in part) any services provided to iPay88 by its service providers and/or suppliers.

15. Representations, Undertakings and Covenants of the Company

- 15.1 The Company hereby undertakes and covenants as follow:
- (a) To obtain, at its own cost and expense, necessary licenses or permits and resources to conduct its business;
 - (b) Shall have legal or legitimate rights to sell and market such products and/or perform such services as offered by the Company;

- (c) Shall not offer any products and/or services at a price and/or use promotional tactics which contravene any Laws;
- (d) Shall not impose any form of minimum transaction value for the use of the Service, and/or impose any surcharge, commission, transaction cost, or any other contemporaneous finance charge in connection with transactions through the Service whether through any increase in price or otherwise, or, any additional terms and/or conditions for the use of any payment methods through the Service aside from that imposed by the PSPs;
- (e) The Bank reserves the rights to participate from time to time, in promotions with any vendors or suppliers featured on the Company Platform;
- (f) To be responsible and financially liable for all transactions, acts, omissions, Customer's disputes, chargebacks, fraud, suspicious transactions, and/or any other customer service-related issues caused by the Company;
- (g) Not to transfer and/or attempt to transfer any of the Company's financial liability by way of asking or requiring Customers to waive their dispute rights;
- (h) To provide the PSPs and/or iPay88 with the necessary information, documents and records of the transaction and Customer;
- (i) To comply with the Laws including, but not limited to, all applicable laws and regulations with regards to AML activities, and any changes or risk management controls implemented by relevant Authorities and/or PSPs;
- (j) To participate and give full co-operation in an audit with regards to the Laws upon request by the PSPs and/or iPay88;
- (k) Shall not deal directly with the PSPs in relation to the Service;
- (l) In the event that the products and/or services are categorized as "high risk business" such as Digital item (IDD card, mobile reload card, digital music, video, information, software, instant downloadable item and eBook), Event (one-time seminar, conference, expo and online ticket) and Fast Moving Consumer Goods (pharmaceuticals, consumer electronics, packaged food products and drinks), the Company shall perform transaction verifications with the Customer and to submit the relevant verification documents to iPay88 within three (3) Business Days after such transactions, failing which, the Company shall reverse such transactions and perform secret key verifications in the Company's online shopping cart for all instant downloadable items or activation of services;
- (m) Shall forthwith resolve any claims or complaints made by the Customer with respect to any purchase of the products and/or services from the Company directly with the Customer;

- (n) Shall not export or re-export any of the products and/or services stated in the Company Platform without the appropriate approval from the relevant Authorities and licenses; and/or
- (o) Shall comply with all applicable Laws of whatever jurisdictions, including without limitation, restrictions on the export of encryption software and the export or import of products and/or services to and from any countries.

16. Confidentiality and Intellectual Property Rights

16.1 “Confidential Information“ shall mean all information, reports and relevant data such as diagrams, plans, drawings and supporting records or materials compiled or prepared and provided by one Party (“the Disclosing Party”) to the other Party (“the Receiving Party”) (whether in writing, orally or by any means) and shall include but not be limited to any technical information ascertainable by way of inspection or any information relating to its business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, market opportunities, customers and business affairs.

16.2 The Parties undertake in relation to the Confidential Information:-

- (a) To maintain the same in confidence and to use it only for the purposes contemplated within the Agreement and for no other purpose and in particular, but without prejudice to the generality of the foregoing:-
 - (i) not to make use of Confidential Information for any other commercial uses aside from that prescribed within this Agreement; and
 - (ii) not to use the same for the benefit of itself or of any third party other than pursuant to a further agreement with the other Party.
- (b) Not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary for the purposes contemplated within the Agreement and that any copies, reproductions or reductions to writing so made shall remain the property of the Disclosing Party;
- (c) Not to disclose the same whether to its employees or to third parties except in confidence to such of its employees, directors, officers, advisors, and agents, including its respective affiliates (“Representatives”), who need to know the same for the purpose contemplated in the Agreement provided always that the obligations found within this Agreement are made known to such Representatives and that such Representatives are bound by the same obligations found herein;
- (d) To be responsible for the performance of sub-clauses (a), (b) and (c) above on the part of its Representatives to whom the same is disclosed pursuant to sub-clause (c) above; and

- (e) To apply thereto no lesser security measures and degree of care than those which applies to its own confidential or proprietary information and which warrants as providing adequate protection of such information from unauthorized, copying or use.
- 16.3 The Receiving Party shall not be bound by the obligations within this Agreement for any Confidential Information which:-
- (a) is or becomes available in the public domain in any way without breach of the confidentiality obligations within this Agreement by the Receiving Party;
 - (b) the Receiving Party can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party;
 - (c) can be proven to have been developed by the Receiving Party at any time independently of the Confidential Information disclosed to it by the Disclosing Party;
 - (d) is disclosed or made available to the Receiving Party from a source other than the Disclosing Party provided always that such source is not bound under any confidentiality obligations;
 - (e) is disclosed by the Receiving Party with the prior written consent of the Disclosing Party; or
 - (f) is disclosed in accordance to applicable Laws provided always, where possible, that the Receiving Party shall notify the Disclosing Party of any such sought disclosure to allow the Disclosing Party an opportunity to seek necessary remedy, including but not limited to, a protective order and that any such disclosure be limited to the part of the Confidential Information sought to be disclosed pursuant to such applicable Laws.
- 16.4 For the avoidance of doubt, in the event of termination or expiry of this Agreement, the Receiving Party shall be permitted to retain a copy of any such Confidential Information solely for the purposes of complying with, and to the maximum extent permitted by, applicable Laws. Any such Confidential Information retained by the Receiving Party shall be subject to the obligations found herein this Agreement.
- 16.5 The confidentiality obligations within this Clause 16 constitutes the entire agreement and understanding between the Parties with respect to the Parties' obligations towards Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect and all obligations implied by law to the extent that they conflict with the express provisions of this Agreement.

- 16.6 Each Party acknowledges that the copyright, designs, trademarks and other intellectual property rights comprised in the information, text, graphics, scripts, software, technology, music, sound, photograph or any other materials or works used on, comprised or contained in the systems, software, trademarks and logos (collectively "the Materials") are the sole and exclusive property of the respective Party and/or its licensors.
- 16.7 Each Party further agrees and undertakes that, save as expressly permitted in this Agreement, it shall not without the other Party's prior written consent:
- (a) reproduce, copy, reverse compile, adapt, modify, distribute, commercially exploit, display, broadcast, hyperlink or transmit in any manner or by any means or store in an information retrieval system any part of the other Party's website or Materials;
 - (b) create or use derivative works from the Materials;
 - (c) create any hyperlink of any sort or manner to or from the other Party's website; or
 - (d) use any part of the Materials contained at the other Party's website or any other server for any other purpose other than that provided for within this Agreement.

17. Access and Interference

- 17.1 The iPay88 website contains robot exclusion headers and the Company agrees that it will not use any robot, spider, other automatic device, or manual process to monitor or copy iPay88 web pages or the content contained herein without iPay88 prior express written permission. The Company agrees that it will not use any device, software or routine to bypass iPay88's robot exclusion headers, or to interfere or attempt to interfere with the proper working of the iPay88 site or any activities conducted on its site. The Company agrees that it will not take any action that imposes an unreasonable or disproportionately large load on iPay88 's infrastructure.
- 17.2 The Company acknowledges that much of the information on the iPay88 website is proprietary or licensed to iPay88 by its users or third parties. The Company agrees that it will not copy, reproduce, alter, modify, create derivative works, publicly display or frame any content (except for the Company Information) from the iPay88 website without the express written consent from iPay88 or the appropriate third party. If the Company uses, or attempts to use the Service for purposes other than sending and receiving payments and managing its account, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, the Company's account will be terminated and the Company shall be liable to iPay88 for any damages and other penalties, including, but not limited to, criminal prosecution.

18. Privacy and Security

iPay88 shall not use Company Information for marketing purposes without the Company's written consent and iPay88 shall only use the Company Information in the manner as described in the Privacy Policy (<https://www.ipay88.com/privacy.html>). iPay88 shall store and process Company Information on computers located in Malaysia that are adequately protected through the deployment of security devices. For the avoidance of doubt, all iPay88 websites begin with <https://www.mobile88.com/> and/or <https://payment.ipay88.com.my/>.

19. Term and Termination

19.1 The term of this Agreement shall commence on the Commencement Date and, unless earlier terminated or extended as provided below, shall end twenty-four (24) months later ("Term") provided that, this Agreement shall be automatically renewed on a yearly basis, upon expiry thereof, unless either Party provides written notice of termination to the other Party at least thirty (30) days prior to the end of the then current Term.

19.2 This Agreement may be terminated as follows:

- (a) If a Party (hereinafter referred to as "the Defaulting Party"):
 - (i) shall hereto commit or permit any material breach of any of the obligations herein contained and on its part to be performed or observed, and shall not have remedied such breach (if capable of remedy) within fourteen (14) days after written notice shall have been given to it by the Party not in default (the "Non-Defaulting Party");
 - (ii) shall go into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation, an order of court is made for its compulsory liquidation, shall become bankrupt, or have a receiving order made against any of his assets;
 - (iii) shall enter into any composition or arrangement with its creditors;
 - (iv) shall have a receiver appointed over the whole or any part of its undertaking or assets;
 - (v) shall suffer any encumbrances taking possession of or a receiver or trustee being appointed over the whole or any part of its undertaking, property or assets; or
 - (vi) shall have an order made against it or have a resolution passed for its winding-up, otherwise than for the purpose of a reconstruction or amalgamation previously approved by the other Party.

then and in any such event (hereinafter referred to as an “Event of Default”) the Non-Defaulting Party shall be entitled to, with or without notice in writing to the Defaulting Party, terminate this Agreement within fourteen (14) days from the date of which the Non-Defaulting Party becomes aware of the occurrence of the Event of Default.

19.3 This Agreement shall be terminated automatically and immediately without any prior notice if any of the following events shall occur:

- (a) When the Company or any of its directors and/or business owners of the Company has been blacklisted by the PSPs;
- (b) The PSPs de-registers iPay88 and/or the applicable Bank ceases to be a member of the PSPs for any reason whatsoever;
- (c) The Company is involved in fraudulent, counterfeit, suspicious, and/or wrongful activities;
- (d) The Company enters into another agreement under a new name with the intention to circumvent the provisions of the Laws;
- (e) The Company carries out activities that causes the PSPs and/or iPay88 to violate the Laws;
- (f) The Company performs any other activities that may result in undue economic hardship or damage to the goodwill of the system of the PSPs;
- (g) Irregular transactions by the Company, occurrence of excessive chargebacks as defined under the Excessive Chargeback Program, non-compliance with any applicable data security standards as determined by iPay88 and/or the PSPs, and/or any other circumstances which, in the discretion of iPay88 and/or the PSPs, may increase the risk exposure of, or otherwise present a direct or indirect financial or security risk to, such parties;
- (h) A violation by the Company of any Laws; or
- (i) The Company processes more than the threshold set by the PSPs annually (based upon the date its account is approved) and fails to comply with any Laws or requirements set by the PSPs.

19.4 Notwithstanding the above, iPay88 may terminate this Agreement, without the need to assign any reason thereto, by giving ninety (90) days’ written notice to the Company.

- 19.5 iPay88 may terminate the Company's iPay88 account without notice if the Company does not access its iPay88 account for a period of three (3) years. Upon termination, iPay88 shall refer to the accounts and/or address information provided by the Company to remit to the Company any funds that iPay88 is holding in custody for the Company. If iPay88 is unable to complete the payment to the Company, its funds will be subject to the applicable unclaimed property Laws.
- 19.6 Upon the termination of this Agreement, the following provisions shall apply:
- (a) The Company shall cease all promotions, advertising, and use of the Service, any pending transactions to be performed under the Service will be cancelled. The Company's iPay88 account shall be terminated and the Company shall notify its Customers of such.
 - (b) The Company may not use closure of its account as a means of evading investigations. iPay88 may continue to hold its funds for up to one hundred and eighty (180) days as appropriate for the purposes of possible disputes, reversals, and/or refunds. If the Company is later determined to be entitled to some or all of the funds in dispute, iPay88 will release those funds to the Company within thirty (30) days.
 - (c) Relevant information of the Company, as requested by the PSPs, shall be provided to the relevant PSPs for the sole purposes of complying with relevant requirements pursuant to relevant Laws set by the PSPs.
 - (d) Notwithstanding termination of this Agreement, the Company shall remain liable for any obligations accrued prior to the termination of this Agreement, including, but not limited to, any chargebacks and/or reversed transactions.

20. Remedies

- 20.1 If any of the following events occur:
- (a) the Company commits a breach of any of the terms of this Agreement as provided herein;
 - (b) iPay88 is unable to verify or authenticate any information provided by the Company to iPay88 and the Company refuses to co-operate or assist iPay88 to verify and authenticate such information;
 - (c) iPay88 believes, with reasonable cause, that the Company's account or activities pose a significant credit or fraud risk to iPay88;
 - (d) iPay88 believes, with reasonable cause, that the Company's actions may cause financial loss or legal liability for iPay88 or its users; or

- (e) The Company's use of the Company's iPay88 account is deemed by iPay88, and/or the PSPs to constitute abuse of the PSPs' systems or a violation of Laws.

without limitations to any other forms of remedies, iPay88 shall be entitled, at its discretion, to take any of the following actions and/or remedies: (i) to hold on the funds in the Company's iPay88 account; (ii) to limit the funding sources and payments; (iii) to limit access to the Company's iPay88 account and any or all of the account's functions; (iv) to limit withdrawals by the Company, (v) to indefinitely suspend or close the Company's iPay88 account; and/or (vi) to refuse to provide the Service to the Company.

- 20.2 In addition thereto, iPay88 reserves the right to hold the funds beyond the normal distribution periods for transactions it reasonably deems suspicious or for accounts conducting high transaction volumes to ensure integrity of the funds.
- 20.3 If the Company's iPay88 account is closed pursuant to this Clause 20, iPay88 will notify the Company by way of a written notice, and remit all unrestricted funds held in the Company's iPay88 account to the Company. In addition thereto, iPay88 shall have a lien over the Company's iPay88 account and iPay88 shall be entitled to set-off the funds held in the Company's iPay88 account against all sums due and owing to iPay88 pursuant to the terms of this Agreement.

21. Assignability

The Parties may not transfer any rights or obligations it may have under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and permitted assignees.

22. Credit Report

The Company agrees that iPay88 may order and review the Company's credit report with the sole purpose of assessing its fitness to hold an iPay88 account and/or its ability to use the Service or features thereof.

23. Representations of the Parties

Each Party represents to the other that:

- (a) it has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein;
- (b) it has the rights, licenses, permits and power to perform all obligations incurred by it under this Agreement;

- (c) the execution, delivery and performance of this Agreement are duly authorised;
- (d) this Agreement has been duly executed and delivered by it and is a valid and binding obligation of it; and
- (e) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or violate its constituent documents, any other contract or agreement to which it is a party, any applicable Laws or any order or judgment of any court or governmental authority.

24. Information, Data Security and Protection

- 24.1 Where either Party receives any Personal Data from the Customer, it shall ensure that it fully complies with the provisions of the Act and only deals with the data to fulfil its obligations under this Agreement.
- 24.2 Each Party shall indemnify the other for any breach of the Act which renders the latter liable for any costs, fines, claims or expenses howsoever rising.
- 24.3 Each Party shall take all reasonable steps to ensure that all its partners, contractors, employees or agents comply with this clause and the provisions of the Act where they are processing, including but not limited to, any transaction and/or Personal Data of the Customer.
- 24.4 The Company shall not appoint any contractors for the processing of any transaction and/or Personal Data of Customers without the written consent of iPay88.
- 24.5 The Company shall not request for any account-related information from the Customer for any purposes other than to carry out the provision of goods and/or services by the Company.
- 24.6 The Company must ensure the security and confidentiality of the Customer's information at all time and protect from any unauthorized access or the use of such confidential information that could result in substantial harm to the Customer and violation of the Laws, including without limitation, the PCI-DSS. The Company shall also ensure that it complies with PCI-DSS and the Payment Application Data Security Standard (PA-DSS).
- 24.7 In the event the system or environment of the Company is compromised or vulnerable to compromise (at the time the ADC Event or Potential ADC Event occurs), the Company shall be fully responsible to resolve all outstanding issues and liabilities to the satisfaction of the PSPs notwithstanding any subsequent change in iPay88's and/or the PSP's relationship with the Company after an occurrence of an ADC Event or Potential ADC Event.

- 24.8 The Company shall forthwith notify iPay88 when the Company becomes aware of an ADC Event or Potential ADC Event in or affecting any system or environment of the PSP, iPay88 or the Company. The Company is deemed to be aware of an ADC Event or Potential ADC Event under circumstances that include, but are not limited to, any of the following:
- (a) the Company is informed, through any source, of the installation or existence of any malware in any of its systems or environments, no matter where such malware is located or how it was introduced;
 - (b) the Company receives notification from the PSPs or any other source that the Company has experienced an ADC Event or Potential ADC Event; or
 - (c) the Company discovers or, in the exercise of reasonable diligence, should have discovered a security breach or unauthorized penetration of its own system or environment.
- 24.9 In the event the Company becomes aware of any ADC Event or Potential ADC Event, the Company shall forthwith take all necessary actions to resolve the said event and to assist with any directions by the PSPs.
- 24.10 The Company shall be liable for all costs in relation to any, and all, forensic investigations resulting from an ADC Event or Potential ADC Event.
- 24.11 The Company shall inform iPay88 of any third party relationships it has which may involve any transaction data and further agrees that any such information shared with iPay88 may be shared with the relevant PSPs.

25. Taxes

- 25.1 All taxes and other charges imposed or to be imposed by Authorities in respect of the provision of Service or in connection with this Agreement shall be borne by the Company and the Company shall reimburse and indemnify iPay88 for the payment of the same in respect of the provision of Service or in connection with this Agreement.
- 25.2 If new Laws are introduced or the existing Laws are amended as a result of which the applicable tax rates are changed, the Parties hereto shall comply with the new Laws and pay taxes at such rates as may be determined by the relevant Authorities.

27. Force Majeure

- 27.1 Neither Party shall be liable for any cost or otherwise, for any delay and/or failure in the execution of their respective obligations hereunder if such cost, delay or failure is due to Force Majeure, which for the purposes of this Agreement shall mean any unforeseeable event or cause not within the control of the Party affected which that Party is unable to prevent, avoid or remove.
- 27.2 The events falling within Force Majeure include but are not limited to:-
- (a) war, armed conflicts, riots, and insurrections;
 - (b) acts of terrorism, sabotage or criminal damage; or
 - (c) natural catastrophes including but not limited to earthquakes, floods or exceptionally inclement weather.

provided always that an event of Force Majeure shall not include economic downturn, unavailability or insufficiency of funds, or lack of financing on the part of the affected Party to carry out its obligations under this Agreement.

- 27.3 If either Party is prevented or delayed in the performance of any obligation under this Agreement by events of Force Majeure, the affected Party shall give written notice thereof to the other Party within seven (7) days of the happening of such event, specifying the details constituting Force Majeure and the anticipated period during which such prevention, interruption or delay may continue.
- 27.4 Where possible the Parties shall diligently mitigate or remove the effects of Force Majeure. Either Party upon receipt of the notice of Force Majeure shall confer promptly with the other and agree upon a course of action to remove or alleviate such effect and shall seek reasonable methods of resuming full performance of its obligations and achieving the objectives under this Agreement.

28. Waiver

- 28.1 No waiver of any rights under this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the Party granting such waiver.
- 28.2 A waiver by either Party of any breach of the terms and conditions of this Agreement shall not be construed as a waiver of any other breach of the same terms or conditions or a breach of any other terms or conditions of this Agreement.

29. Governing Law and Jurisdiction

This Agreement is governed under, and shall be construed in accordance with, the Laws of Malaysia, and the Parties hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

30. Time

Time is of the essence of this Agreement.

31. Costs

Each Party shall bear their own solicitors' costs in respect of this Agreement and the stamp duty incidental to this Agreement shall be borne by the Company.

32. Entirety

This Agreement sets forth and shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one Party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one Party to the other concerning such subject matter.

33. Severance

If any provisions of this Agreement or any part thereof is rendered void, illegal or unenforceable in any respect under any Law, the Parties shall, in goodwill and to its best efforts, negotiate and agree to a replacement of any such unenforceable provision to allow for the Agreement to be carried out in accordance to the Parties' original intentions. Notwithstanding this, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

34. Inconsistency

Unless expressly provided otherwise, in the event of any inconsistency between any provisions in this Agreement and the Standards, the Standards shall prevail unless such other agreement provides explicitly to the contrary.

35. Anti-Money Laundering

The operations of each Party and its affiliates are, have been conducted in accordance with applicable AML Laws and no action, suit or proceeding by or before any court or Authority and no regulatory investigation involving each Party and/or any of its affiliates with respect to the AML actions is pending or threatened or will hereinafter be instituted or commenced by any Authorities in or outside of Malaysia against each Party or any of its affiliates.

36. Ethics and Anti-Bribery

Neither Party, nor any of its affiliates, directors, officers, agents, employees or other persons acting on behalf of it, is aware of, or has taken any action, directly or indirectly, that would result in, or is at any time prior to or after the date hereof, being subject to any internal and/or regulatory investigation in relation to any anti-bribery Laws. Each Party and its affiliates warrant that it has, at all times, conducted their businesses in compliance with the relevant anti-bribery Laws and have instituted, maintained and at all times complied with their policies and procedures designed to ensure continued compliance with such anti-bribery Laws.

37. Survival

The following clauses and any other clauses which by their context and/or nature are intended to survive the expiry or termination of this Agreement, shall not be affected by the termination or expiry of the Agreement and shall continue to bind the Parties. of this Agreement: 9 (Disclaimer and Limitation of Liability), 10 (Indemnity), 13 (Receiving Payments), 16 (Confidentiality and Intellectual Property Right), 20 (Remedies), 24 (Information, Data Security and Protection), 29 (Governing Law and Jurisdiction).

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IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement the day and year first above written.

SIGNED for and on behalf of)
IPAY88 (M) SDN BHD)
in the presence of)

.....
Name: Lim Kok Hing
Designation: CEO

.....
Name: Chong Lee Kean
Designation: CPO

SIGNED for and on behalf of)
THE COMPANY)
in the presence of)

.....
Name:
Designation:

.....
Name:
Designation:

Appendix A

iPay88 MYR Gateway Application Form

Appendix B

Non-Exhaustive List of Banned and High Risk Industries

1. Direct Marketing - Travel-Related Arrangement Services
2. Direct Marketing - Outbound Telemarketing Merchants
3. Outbound telemarketers
4. Direct Marketing - Continuity / Subscription Merchants
5. Direct Marketing - Other Direct Marketers - not elsewhere classified
6. Direct Marketing - Inbound Telemarketing Merchants
7. Multi-level marketing businesses, Unlicensed Multi-level marketing
8. Rebate-based business and up-selling merchants
9. Pyramid or ponzi scheme, matrix program and other "get rich quick" schemes
10. Telemarketing
11. Time sharing
12. Gold bar
13. Investment scheme
14. Buyers Club / Membership clubs
15. Key-entry Telecom Merchant providing single local and long-distance phone calls using a central access number in a non-face-to-face environment using key entry
16. Telecommunication Services including but not limited to prepaid phone services and recurring phone services
17. File sharing services
18. Illegal downloads of movies, music, computer and video games or software
19. Items or downloads infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction
20. Counterfeit designer/luxury goods
21. Stolen goods including digital and virtual goods
22. Used / Pre-loved Products
23. Precious Stones and Metals, Jewel, Gem
24. Drugs, Drug Proprietors, and Druggists Sundries
25. Drug Stores, Pharmacies
26. Drugs, drug paraphernalia and drug test circumvention aids
27. Miracle Cures
28. Internet pharmacies / Internet pharmacy referral site
29. Counterfeit pharmaceutical products
30. Cigar Stores and Stands
31. Tobacco / Cigar / Electronic Cigarette / Nicotine content products
32. Counterfeit tobacco products (e.g. cigarettes, cigars)
33. Alcohol
34. Video Entertainment Rental Stores
35. Gambling transaction, gaming and/or any other activity with an entry fee and a prize, includes casino games, sports betting, horse, dog or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), sweepstakes and non-sports intrastate internet
36. Credit Counselling / Credit repair services
37. Credit repair or debt settlement services, credit transactions or insurance activities
38. Credit protection / Identity thief protection

39. Associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card
40. Associated with the sale of traveller's checks or money orders
41. Check cashing businesses
42. Currency and forex
43. Firearms / weapons
44. Fireworks and hazardous materials
45. Pornography and adult content
46. Sexually oriented materials or services
47. Items that are considered obscene
48. Human remains and body parts
49. Sale of a good or service, including an image, which is patently offensive and lacks serious artistic value (such as images of non-consensual sexual behaviour, sexual exploitation of a minor, non-consensual mutilation of a person or body part, and bestiality)
50. Payment aggregator
51. Prepayment business
52. Marketplace
53. Auction business including Penny Auction and/or bidding
54. Real Estate Agency / Brokers
55. Items promote hatred, racism, religious persecution or contain offensive content
56. Items encouraging illegal activity
57. Involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent

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