

**MASTER AGREEMENT FOR SERVICES**

| SECTION A – CONTRACT PERIOD AND DETAILS INFORMATION  |  |   |  |
|--|--|---|--|
| <b>Date of Agreement</b>   |  |   |  |
| <b>Contract Period</b>   |  | <b>Renewal Term</b>   |  |
| <b><u>BSN information (Business &amp; Registered Address)</u></b><br>BANK SIMPANAN NASIONAL<br>Wisma BSN, 117, Jalan Ampang<br>50450 Kuala Lumpur<br><br>Contact Name :<br>Contact No. :<br>Contact Fax :<br>Contact Email : |  | <b><u>Company information (Business &amp; Registered Address)</u></b><br>Company Name :<br>Company Address :<br><br>Contact Name :<br>Contact No. :<br>Contact Fax :<br>Contact Email : |  |
| <b>For Operational purposes, any correspondence shall be sent to:-</b><br>Branch :<br><br>Contact Name :<br>Contact No. :<br>Contact Fax :<br>Contact Email :  |  | <b>For Operational purposes, any correspondence shall be sent to:-</b><br><br>Contact Name :<br>Contact No. :<br>Contact Fax :<br>Contact Email :                                       |  |
| SECTION B - SERVICE SUBSCRIBED BY THE COMPANY  |  |   |  |
| 1) Kindly mark (✓) for the Service taken up by the Company and (X) for the Service not taken up by the Company<br>2) Only the respective annexure for Service(s) taken up shall be attached to the Agreement                 |  |   |  |
| Type of Service / Annexure   |  | Applicable (✓) / Not applicable (X)   |  |
| 1. Bulk Payment Service / Annexure A   |  | [ ]   |  |
| 2. Autodebit Service / Annexure B  |  | [ ]   |  |
| 3. Collection Service / Annexure C   |  |   |  |
| a) Over the counter  |  | [ ]   |  |
| b) Automated Teller Machines (ATM)   |  | [ ]   |  |
| c) Cash Deposit Machines (CDM)   |  | [ ]   |  |
| d) SMS Banking   |  | [ ]   |  |
| e) Internet Banking  |  | [ ]   |  |
| f) Agent Banking (EB)  |  | [ ]   |  |
| 4. Statutory Body Payments Service / Annexure D  |  | [ ]   |  |
| a) EPF   |  | [ ]   |  |
| b) SOCSO   |  | [ ]   |  |
| c) LHDN (Monthly Tax Deduction)  |  | [ ]   |  |
| <b>EXECUTION</b> - This Agreement consists of this section, the General Terms and the Annexures attached. BSN and the Company hereby agree to the terms and conditions of this Agreement:                                    |  |   |  |
| Signed for and on behalf of<br><b>BSN</b>  |  | Signed for and on behalf of<br><b>the Company</b>   |  |
| In the presence of   |  | In the presence of  |  |
| Name :<br>NRIC :<br>Title :  |  | Name :<br>NRIC :<br>Title :   |  |
| Name :<br>NRIC :<br>Title :  |  | Name :<br>NRIC :<br>Title :   |  |

**ANNEXURE A**  
**TERMS AND CONDITIONS FOR BULK PAYMENT SERVICE**

**1.0 CONDITION PRECEDENT**

It is a condition precedent to the provision of the Bulk Payment Service that the Company and the Customer each open a Bank Account.

**2.0 SERVICE CHARGE**

2.1. The Service Charge payable hereunder shall be automatically debited by BSN from the Company's Account upon completion of the transactions and shall be in the sum more specified in the table herein.

| Description    | Particulars                                    |  |
|----------------|--|--|
| Service Charge | RM   per transaction for BSN recipient account | RM   per transaction for Non-BSN recipient account |

2.2. No cut off time for crediting of funds for real time payment through bulk payment services.

**3.0 CREDITING OF FUNDS**

3.1. Notwithstanding Clause 6.3 of the Agreement, where the Payment Date falls on a Saturday or a Monday then the Company shall ensure that the Data is received by BSN and the funds required to process the Payment into the Customer's Bank Account ('Funds') have been credited into the Company's Account before the Cut Off Time on the preceding Friday.

3.2. No cut off time for crediting of funds for real time payment through bulk payment services.

**4.0 MODE OF FORWARDING FUNDS**

4.1. For the avoidance of doubt, the Company may forward the Funds to BSN referred to under Clause 3.1 and 3.2 above:-

- 4.1.1. via RENTAS subject always to BSN's terms and conditions for RENTAS; or
- 4.1.2. via telegraphic transfer; or
- 4.1.3. by crediting the Company's Account; or
- 4.1.4. any other means as may be approved by BSN.

**5.0 MODE OF TRANSMITTING DATA IN THE EVENT OF UNAVAILABILITY OF BSNeBiz System**

The Company shall manually send the Data to BSN which shall be in the form of a tape or diskette or any other method from time to time prescribed by BSN at the Cut Off Time not less than one (1) Working Day before the Payment Date.

**6.0 STOP ORDER**

6.1. In the event the stop order instruction is received by BSN from the Company for any reason whatsoever after the Payment has been credited into the Customer's Bank Account, BSN shall not be obliged to debit any amounts from the Customer's Bank Account and the Company shall be solely responsible to recover such amounts directly from the Customer.

6.2. No stop order available for real time transaction.

**7.0 RECONCILIATION OF DATA**

The Company may download the Transaction Data within one (1) Working Day from the Payment Date.

**ANNEXURE B**  
**TERMS AND CONDITIONS FOR AUTODEBIT SERVICE**

**1.0 CONDITION PRECEDENT**

- 1.1 It is a condition precedent to the provision of the Autodebit Service that the Customer:-
- (a) opens a Bank Account; and
  - (b) completes the Autodebit Form.
- 1.2 The Company acknowledges that the Autodebit Service in relation to any particular Customer may be performed and be successful only if the Customer has sufficient funds in the Customer's Bank Account.

**2.0 SERVICE CHARGE**

- 2.1 The Service Charge payable hereunder shall be automatically debited by BSN from the Company's and/or the Customer's (as the case may be) Account upon completion of the transactions in the Debit Instructions and shall be in the sum more specified in the table herein.

| Description    | Particulars |                                    |
|----------------|-------------|------------------------------------|
| Service Charge | Customer    | RM    per successful transaction   |
|                |             | RM    per unsuccessful transaction |
|                |             | RM    per successful Enrolment     |
|                | Company     | RM    per successful transaction   |
|                |             | RM    per unsuccessful transaction |

- 2.2 BSN shall immediately deposit all Payment received hereunder into the Company's Account.

**3.0 AUTODEBIT FORM**

**3.1 Enrolment**

The Company shall send data of the Customer(s) to BSN via the BSNeBiz System for the purpose of registration of the Customer's information into BSN's auto debit system.

**3.2 Customer Verification**

The Company hereby undertakes to take all reasonable steps to ensure and verify the identity of the Customer prior to the Customer completing the Autodebit Form.

**3.3 Authenticity/Validity and/or Omission/Error of Autodebit Form**

- 3.3.1 BSN is under no obligation to verify the authenticity and/or validity of the Autodebit Form completed by the Customer.
- 3.3.2 The Company shall indemnify and keep BSN fully indemnified in the event of any dispute by the Customer as to the authenticity and/or validity of the Autodebit Form.
- 3.3.3 The Company shall deal directly with the Customer in the event of any omission or error by the Customer in relation to the Autodebit Form.

**3.4 Amendment Cancellation or Variation of the Autodebit Form**

The Customer's amendment, cancellation or variation of the Autodebit Form will be notified by the Customer to the Company as soon as practicable but not later than three (3) Working Days from the Company's receipt of the Autodebit Form and the Company shall immediately thereafter notify BSN of the said amendment, cancellation or variation but such notification shall not affect BSN's obligations to carry out the Customer's amendment, cancellation or variation of the Autodebit Form.

#### **4.0 DEBIT INSTRUCTIONS**

- 4.1 The Debit Instructions shall be contained in the Data.
- 4.2 BSN shall promptly process any variation of the Debit Instructions which BSN may receive from the Customer through the Company and shall promptly update its records to give effect to such instruction provided that the same has been validly given.
- 4.3 For the avoidance of doubt, if the Deduction Date falls on a non Working Day or a public holiday, BSN is not under the obligation to process the Debit Instructions and shall process the Debit Instructions on the next Working Day.

#### **5.0 MODE OF TRANSMITTING DATA IN THE EVENT OF UNAVAILABILITY OF BSNeBiz System**

- 5.1 The Company shall manually send the Data to BSN which shall be in the form of a tape or diskette or any other method from time to time prescribed by BSN at the Cut Off Time not less than one (1) Working Day before the Deduction Date.
- 5.2 BSN shall perform the Autodebit Service in respect thereof on the Deduction Date.

#### **6.0 STOP ORDER**

In the event the Company seeks to issue a stop order in relation to any Data already sent to BSN then the Company shall delete the entire File containing the Debit Instructions sent through the BSNeBiz System and send new Debit Instructions not later than 5.30 pm, one (1) Working Day before the Deduction Date. BSN shall not be liable to the Company for any consequences arising from the failure of the Company to delete the Initial File resulting in the Initial File being processed.

#### **7.0 RECONCILIATION DATA**

The Company may download the Transaction Data within (1) Working Day from the Deduction Date.

#### **8.0 LIABILITIES**

- 8.1 In the event of any error, delay, wilful act, negligence or omission occurs in cases of payments via the Debit Instructions, BSN's responsibility to remit such amounts to the Company shall depend solely on the availability of funds in the Customer's Bank Account at the relevant time.
- 8.2 With regard to the Autodebit Form delivered by the Company to BSN which is signed by the Customer in the presence of an officer of the Company instead of in the presence of an officer of BSN, the Company hereby agrees to indemnify BSN in the event of any dispute by the Customer as to the authenticity or validity of their signatures in the Autodebit Form.

**ANNEXURE C**  
**TERMS AND CONDITIONS FOR COLLECTION SERVICE**

**1.0 CREDITING PAYMENT AND TRANSMITTING DATA**

- 1.1 Upon the Customer making Payment at BSN's counter, BSN shall credit the Payment into the Company's Account.
- 1.2 BSN shall thereafter send the Transaction Data to the BSNeBiz System.

**2.0 SERVICE CHARGE**

- 2.1 The Service Charge payable hereunder shall be automatically debited by BSN from the Company's and/or the Customer's Account (as the case may be) upon receipt of the Payment from the Customer and shall be in the sum more specified in the table herein.

| Channels            | Service Charge |                 |                 |                       |
|---------------------|----------------|-----------------|-----------------|-----------------------|
|                     | Company<br>(√) | Customer<br>(√) | Per Transaction | % of total collection |
| a) Over the Counter | [ ]            | [ ]             | RM              |                       |
| b) ATM              | [ ]            | [ ]             | RM              |                       |
| c) CDM              | [ ]            | [ ]             | RM              |                       |
| d) SMS Banking      | [ ]            | [ ]             | RM              |                       |
| e) Internet Banking | [ ]            | [ ]             | RM              |                       |
| f) EB               | [ ]            | [ ]             | RM              |                       |

**3.0 MODE OF TRANSMITTING DATA IN THE EVENT OF UNAVAILABILITY OF BSNeBiz System**

BSN shall manually send the Data to The Company which shall be in the form of a tape or diskette or any other mode prescribed by BSN from time to time at the Cut Off Time not less than one (1) Working Day before the Payment Date.

**4.0 RECONCILIATION OF DATA**

The Company may download the Transaction Data within (1) Working Day from the Payment Date.

**5.0 MODE OF PAYMENT BY CUSTOMER**

The Company shall accept payment from Customer by way of any of the following :-

- a) Cash;
- b) Debiting from Saving / current accounts (CASA);
- c) BSN Credit Card; or
- d) Any payment method that may be approved by BSN from time to time.

## ANNEXURE D

### TERMS AND CONDITIONS FOR STATUTORY BODY PAYMENTS SERVICE

#### 1.0 CONDITION PRECEDENT

It is a condition precedent to the provision of the Statutory Body Payments Service that the Company and the Customer each open a BSN Account.

#### 2.0 SERVICE CHARGE

2.1 The Service Charge payable (if applicable) hereunder shall be automatically debited by BSN from the Company's Account upon completion of the transactions and shall be in the sum more specified in the table herein.

| Description                   | Service Charges                                |  |
|-------------------------------|--|--|
| <b>EPF Payment Service</b>    | RM   per transaction for BSN recipient account | RM   per transaction for Non-BSN recipient account |
| <b>SOCSSO Payment Service</b> | RM   per transaction for BSN recipient account | RM   per transaction for Non-BSN recipient account |
| <b>LHDN Payment Service</b>   | RM   per transaction for BSN recipient account | RM   per transaction for Non-BSN recipient account |

#### 3.0 CREDITING OF FUNDS

3.1 Notwithstanding Clause 6.3 of the Agreement, where the Payment Date falls on a Saturday or a Monday then the Company shall ensure that the Data is received by BSN and the funds required to process the Statutory Body Payment into the "Respective Collection Account" ('Funds') have been credited into the Company's Account before the Cut Off Time on the preceding Friday.

3.2 The Company shall also ensure that the Funds have been credited into the Company's Account before 5.30 pm, one (1) Working Day prior to the Payment Date ('Due Date'). In the event BSN fails to receive the Funds from the Company on the Due Date then BSN is under no obligation to process the Data.

#### 4.0 MODE OF FORWARDING FUNDS

4.1 For the avoidance of doubt, the Company may forward the Funds to BSN referred to under Clause 3.1 and 3.2 above:-

4.1.1 via RENTAS subject always to BSN's terms and conditions for RENTAS; or

4.1.2 via telegraphic transfer; or

4.1.3 by crediting the Company's Account; or

4.1.4 any other means as may be approved by BSN.

#### 5.0 MODE OF TRANSMITTING DATA IN THE EVENT OF UNAVAILABILITY OF BSNeBiz System

The Company shall manually send the Data to BSN which shall be in the form of a tape or diskette or any other method from time to time prescribed by BSN at the Cut Off Time not less than one (1) Working Day before the Payment Date.

#### 6.0 STOP ORDER

6.1 In the event the Company seeks to issue a stop order in relation to any Data already sent to BSN then the Company shall delete the entire File containing the said Data ("Initial File") sent through the BSNeBiz System and send a new File not later than 5.30 pm, one (1) Working Day before the Payment Date. BSN

shall not be liable to the Company for any consequences arising from the failure of the Company to delete the Initial File resulting in the Initial File being processed for payment.

6.2 In the event the stop order instruction is received by BSN from the Company for any reason whatsoever after the Payment has been credited into the Respective Collection Account, BSN shall not be obliged to debit any amounts from the Respective Collection Account and the Company shall be solely responsible to recover such amounts directly from the respective statutory body.

#### **7.0 RECONCILIATION OF DATA**

The Company may download the Transaction Data within one (1) Working Day from the Payment Date.

## **GENERAL TERMS AND CONDITIONS**

### **1.0 DEFINITIONS AND INTERPRETATIONS**

1.1 In the Agreement, the Sections and the Annexures hereto, save where the context otherwise requires, the following words and expressions shall bear the following meanings namely:-

|  |   |
|--|---|
| <p>"Annexure A" - the terms and conditions in respect of the Bulk Payment Service and shall include any variation, addition, amendment or modification made thereto;</p> <p>"Annexure B" - the terms and conditions in respect of the Autodebit Service and shall include any variation, addition, amendment or modification made thereto;</p> <p>"Annexure C" - the terms and conditions in respect of the Collection Service and shall include any variation, addition, amendment or modification made thereto;</p> <p>"Annexure D" - the terms and conditions in respect of the Statutory Body Payments Service and shall include any variation, addition, amendment or modification made thereto;</p> <p>"Bulk Payment Service" - the service relating to Bulk Payment which terms and conditions are as more specified in Annexure A;</p> <p>"Autodebit Service" - the service relating to the autodebit which terms and conditions are as more specified in Annexure B;</p> <p>"Autodebit Form" - the autodebit form in BSN's standard format available at all BSN branches which may be varied or amended or modified from time to time or in the Company's customized format as approved by BSN authorising BSN to make such deductions as are necessary from the Customer's Bank Account in respect of payments to the Company for services provided by the Company and/or any other payments as agreed upon by both Parties from time to time;</p> <p>BSN Credit Card Any credit card issued by BSN</p> <p>"Bank Account" - a BSN savings account;</p> <p>"BSNeBiz System" - BSNeBiz system through which Data is uploaded and downloaded by both BSN and the Company for the provision of the respective Services.</p> <p>"Collection Service" - the service relating to collection which terms and conditions are as more specified in Annexure C;</p> <p>"Company's Account" - the Company's Bank Account into which the Payment shall be deposited and/or from which Payment shall be made in relation to the Respective Annexures (as the case may be);</p> <p>"Customer" - individuals who utilizes the Services pursuant to the Agreement and the Respective Annexures (as the case may be) who may include:-<br/><br/>(i) the employees of the Company who are Bank Account holders; or<br/><br/>(ii) the customer of the Company and/or BSN who are or are not Bank Account holders;</p> <p>"Cut Off Time" - the times between 7.00am and 6.30pm and/or such other times as BSN may decide from time to time where uploading of the Data is carried out;</p> <p>"Data" - all the relevant information required for the provision of the Services;</p> <p>"Debit Instructions" - the Company's instructions to BSN to deduct the Payment due to the Company from the</p> | <p>Customer's Bank Account;</p> <p>"Deduction Date" - the date specified in the Debit Instructions;</p> <p>"EPF" - means the Employees Provident Fund Board, a body corporate established pursuant to Section 3 of the Employees Provident Fund Act 1991 and includes the successors in title and assigns thereof;</p> <p>"EPF Collection Account" means an account opened by EPF with BSN for the purpose of crediting the EPF Payments;</p> <p>"EPF Payments" - means the payments liable to be paid by a Company and/or Customer in accordance with the Employees Provident Fund Act 1991 and which shall include other payments approved by EPF from time to time;</p> <p>"File" - an electronic file containing the Data;</p> <p>"FTP" - file transfer protocol;</p> <p>"LHDN" - Means Inland Revenue Board of Malaysia or Lembaga Hasil Dalam Negeri Malaysia, a statutory body established under the Inland Revenue Board of Malaysia Act 1995 and includes the successor in the title and assigns thereof.</p> <p>"LHDN Collection Account" - means an account opened by LHDN with BSN for the purpose of crediting the Monthly Tax Deduction Payments;</p> <p>"Parties" - BSN and the Company and "Party" shall mean either of them;</p> <p>"Payment" - the payment of salaries, wages, allowances, bonuses, incentive payments and any other form of payment to the Customer or the amount payable by the Customer to the Company at monthly or other regular intervals in relation to the Respective Annexures (as the case may be) and/or any other form of payment as BSN may decide to include from time to time in connection with the Agreement;</p> <p>"Payment Date" - the date specified in the Data, excluding non Working Days;</p> <p>"RENTAS" - Real Time Electronic Transfer of Funds and Securities;</p> <p>"Respective Annexures" - Annexure A, Annexure B, Annexure C, Annexure D and shall include any variation, addition, amendment or modification made thereto and/or in relation to terms and conditions of such other services as BSN may decide to provide from time to time (references to Respective Annexures may mean any one of them as the context shall require);</p> <p>"Respective Collection Accounts" - Collection Account for each statutory body that are EPF, SOCSO and LHDN and shall include any variation, addition, amendment or modification made thereto and/or in relation to terms and conditions of such services as BSN may decide to provide from time to time (references to Annexure D may mean any one of them as the context shall require);</p> <p>"Service Charges" - the service charge payable by the Company to BSN as more particularly set out in the Respective Annexures (as the case may be) for the respective Services;</p> <p>"Services" - the services provided by BSN to the Company under the Agreement as more particularly set out in Clause 3.0 and the SECTION B hereto and such other services as BSN may decide to provide from time to time in connection with the Agreement (references to Services may mean any one of the Services as the context shall</p> |
|--|---|

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- require);
- "SOCSCO" - Means the Social Security Organization, a statutory body established under Employees' Social Security Act 1969 and includes the successors in the title and assigns thereof
- "SOCSCO Collection Account" - Means an account opened by SOCSCO with BSN for the purpose of crediting the SOCSCO Payments;
- SOCSCO Payments" - means the payments liable to be paid by a Company and/or Customer in accordance with the Employees' Social Security Act 1969 and which shall include other payments approved by SOCSCO from time to time;
- "Statutory Body Payments Services" - means the services provided by the Bank to enable the Company to make payment of the EPF, SOCSCO or LHDN through the BSNeBiz System and/or myBSN;
- "The Agreement" - this Master Agreement for Services and shall include any variation, addition, amendment or modification made thereto;
- "Transaction Data" - the data relating to the transactions effected via the Services (as the case may be);
- "User ID" - the identity assigned by BSN to the Company to enable the Company to access the BSNeBiz System;
- "Working Day" - the day (not being a Sunday or public holiday in the Federal Territory of Kuala Lumpur) which BSN is open for business.
- 1.2 Words denoting the singular number only shall include the plural and vice versa;
- 1.3 A period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is a weekly and/or banking holiday or a public holiday ("excluded day") the period shall include the day following which is not the excluded day;
- 1.4 The headings in the Agreement are inserted for convenience only and shall be ignored in construing the Agreement;
- 1.5 Words denoting individuals or persons shall include bodies corporate, partnerships, sole proprietorships, joint ventures and trusts;
- 1.6 Reference to a clause, item, section or annexure is a reference to a Clause, Item, Sections or Annexure of the Agreement;
- 1.7 The Sections and Annexures shall be taken read and construed as an essential part of the Agreement.
- 2.0 PURPOSE**
- The purpose of the Agreement is to regulate the provision of the Services by BSN to the Company in accordance with and subject to the terms and conditions set forth herein.
- 3.0 THE SERVICES**
- 3.1 BSN shall provide the Company with services relating to:-
- Bulk Payment;
  - Autodebit;
  - Collections; and/or
  - Such other services as BSN may decide to provide from time to time which will be notified by BSN to the Company.
- 3.2 Other than the above-mentioned Services, BSN may also from time to time provide other services or payment/collection method/channel stated in the SECTION B hereto that the Customer and/ or the Company may utilize.
- 3.3 References in this Agreement to any services other than the service(s) specifically subscribed by the Company as per the

SECTION B and its corresponding annexure shall be deemed irrelevant for the purpose of the Agreement between the Bank and the Company.

### **4.0 TERM OF AGREEMENT**

- 4.1 The Agreement shall be deemed to become effective and enforceable on the date stated above or such dates as may be mutually agreed between the Parties and shall continue for a period of ONE (1) year ("Initial Period").

### **5.0 SERVICE CHARGE**

- 5.1 In consideration of BSN agreeing to offer the Services to the Company in accordance with the terms and conditions set forth herein and under the Respective Annexures, the Company hereby agrees to pay the Service Charges which shall be automatically debited ('Automatic Debiting') by BSN from the Company's Account in accordance with the Respective Annexures (as the case may be).
- 5.2 Notwithstanding Clause 5.1 above, BSN shall be entitled to vary the Service Charges at its absolute discretion.
- 5.3 The Company shall not be entitled to any reduction in the Service Charges by reason of non-functioning of the Services at any time during the subsistence of the Agreement.

### **6.0 BSNeBIZ System**

- 6.1 The Company can access the BSNeBiz System only by virtue of the User ID.
- 6.2 BSN shall accept the Data via the BSNeBiz System at the Cut Off Time.
- 6.3 The Company shall ensure that the Data is sent to BSN via the BSNeBiz System before the Cut Off Time at 6.30pm not less than one (1) Working Day before the Payment Date or the Deduction Date (as the case may be).
- 6.4 In the event the BSNeBiz System is not available for any reason whatsoever resulting in the Company not being able to upload the Data, the Company shall manually send the Data to BSN in the form of a tape or diskette or by e-mail to BSN's relevant personnel at the time(s) mentioned in the Respective Annexures at no extra cost to the Company.

### **7.0 CONFIDENTIALITY**

- 7.1 Each Party shall at all times use its best endeavours to keep confidential and to procure that its employees and agents shall keep confidential any confidential information which it or they may acquire in relation to the Agreement generally and to the other Party and shall not use or disclose such information, except with the written consent of the other Party.
- 7.2 For the purposes of the Agreement, "confidential information" means any documents, data or information that is not generally known to the public.
- 7.3 In amplification of and not in derogation of the provisions contained in this Clause 7.0, the Company further agrees that it shall comply with all the security and secrecy provisions presently imposed or imposed on BSN from time to time by any law, regulation, rule or guideline and/or by any body or authority having regulatory powers over it, including and not limited to the provisions under the Development Financial Institutions Act 2002 and the Personal Data Protection Act 2010.
- 7.4 All confidential information proprietary to a Party shall be returned to that Party forthwith upon request by that Party.
- 7.5 This clause shall survive the termination of the Agreement.

### **8.0 PERSONAL DATA PROTECTION**

- 8.1 To the extent that any of the data/information extended to either Party by the other Party and/or collected or processed by either party on behalf of the other party, pursuant to this Agreement, consists of "personal data" as defined in the Personal Data Protection Act 2010 ("PDPA"), both Parties agrees, and the Parties shall procure that its employees and sub-contractors agree, to observe the other Party's

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personal data protection requirements hereunder as may be modified from time to time.

8.2 Where personal data is processed during the tenure of this Agreement, both Parties will:

- (a) process personal data in accordance with instructions from the other Party whether general or specific in nature as set out in this Agreement or as otherwise notified by the other Party in writing from time to time;
- (b) process the personal data to the extent, and in such manner, as is necessary for the performance of the Agreement or as required by any law and/or regulations in force;
- (c) ensure the reliability of any personnel having access to the personal data;
- (d) take appropriate technical and organisational measures to protect the personal data any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction, including by ensuring a level of security appropriate to the harm that might result from said acts and appropriate to the nature of the personal data;
- (e) permit either party and/or its representatives, to inspect and audit the other party's data processing activities (and/or those of its agents and sub-contractors) to ensure compliance with the PDPA and this clause;
- (f) not transfer, disclose, use or share the personal with any third party without the other Party's express written consent;
- (g) not transfer the personal data outside of Malaysia without the other Party's express written consent;
- (h) return all personal data to the other Party (or if requested by the other Party, destroy the personal data and provide written confirmation of the same) upon request;
- (i) promptly notify the other Party, in writing, when it becomes aware or reasonably ought to have become aware of any breach of its obligations under this Agreement that results in an actual or reasonably suspected unauthorised disclosure of personal data, whether on the part of itself or its officers, employees, agents or sub-contractors and of steps taken to repair the breach; and
- (j) respond promptly to the other Party in order that the other Party may deal adequately with all enquiries received relating to personal data protection.

8.3 Both parties agrees to indemnify the other party against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the other party may incur arising out of a breach of this clause.

8.4 For the purpose of this clause, to "process" personal data is to collect, record, hold and/or store personal data or carry out any operation or set of operations on the personal data as prescribed in the PDPA.

### **9.0 RECONCILIATION OF DATA**

9.1 The Parties hereby agree that the accuracy and validity of the Data shall be solely the responsibility of the Company and BSN shall not be obliged to verify or inquire further into any aspect of the same.

9.2 The Company may download the Transaction Data in respect of the Services within one (1) Working Day from the respective dates mentioned in the Respective Annexures.

9.3 The Parties hereto agree that the Transaction Data shall in the absence of manifest error be prima facie proof of the Payment and shall be admissible in court as evidence and proof of the same.

9.4 In the event of any discrepancy, the Company shall inform BSN of the same within three (3) Working Days from its receipt of the Transaction Data, whereupon BSN shall within seven (7) Working Days from such notice furnish the Company with the relevant electronic journal, generated report, advice slip or other form of receipt for the same as proof of the respective Services' transaction(s).

9.5 In the event the Transaction Data cannot be downloaded by the Company from the BSNeBiz for whatsoever reason or in the event of a failure or malfunction of BSN's systems, BSN shall make reasonable

efforts to continue the provision of the Services to the Customer pending resolution thereof.

9.6 The Automatic Debiting shall not be reflected in the Transaction Data.

### **10.0 INDEMNITIES AND LIABILITIES**

#### **10.1 BSN**

10.1.1 BSN hereby agrees to be liable for, indemnify and hold harmless the Company from and against losses, claims, damages, liabilities, obligations, costs, fees and expenses suffered by the Company that are caused by reasons of or arising from the following PROVIDED THAT such liability and indemnity shall only be limited to actual costs charges and expenses suffered by the Company and shall not extend to any consequential and/or potential loss or damage:-

- (a) any breach by BSN of any of its obligations, undertakings and/or covenants under the Agreement and the Respective Annexures;
- (b) BSN's failure to comply with the Agreement and the Respective Annexures; or
- (c) any action or claim by any person arising from misconduct, mistake, default, fraud, negligence or any unauthorised act of BSN.

10.1.2 BSN shall be absolved from any liability whatsoever in respect of:-

- (a) any error or omission arising in the Payment due to the Customer. If there arises a dispute relating to such Payment to the Customer due to any error, delay, wilful act, negligence or omission on the part of BSN to remit the amount payable to the Customer then BSN shall only be responsible to remit to the Customer the said amount which should have been remitted if not for the error, delay, wilful act, negligence or omission on BSN's part.

For the avoidance of doubt, BSN shall not be held liable for any error or omission arising in the Payment made in reliance of the Data provided by the Company to BSN;

- (b) fraud, unauthorised act, any negligent act, misconduct, mistake or default of the Company or its officers, directors, employees, servants or agents;
- (c) the insolvency of the Company;
- (d) any loss or destruction of any transactions effected via the Services while in transit or being communicated by electronic or other means from the Company to BSN or not in its possession which are not due to the default or negligence of BSN; or
- (e) any indirect, incidental or consequential loss to the Company.

#### **10.2 The Company**

10.2.1 The Company hereby agrees to be liable for, indemnify and hold harmless any and all losses, claims, damages, liabilities, obligations, costs, fees and expenses whatsoever (including legal fees on a solicitor and own client basis) that are caused by reasons or arising from the following, PROVIDED THAT such liability and indemnity is limited to actual costs and shall not extend to any consequential and/or potential loss or damage:-

- (a) any breach by the Company of any of its obligations, undertakings and/or covenants under the Agreement and the Respective Annexures;
- (b) the Company's failure to comply with the Agreement and the Respective Annexures or otherwise derived by virtue of it utilizing the Services; or
- (c) any action or claim by any person arising from misconduct, mistake, default, fraud, negligence or unauthorised act of the Company, its employees, servants or agents; or

## **GENERAL TERMS AND CONDITIONS**

(d) acceptance of any instruction given by the Company or breach by the Company of any of the terms and conditions of any of BSN's payment /collection method.

10.2.2 For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages (including loss of profits and loss of use) to BSN, losses that are not caused by a breach of the terms of this Agreement and losses relating to any business or BSN, loss of profits or opportunity or otherwise. In any event, the Company's liability shall be expressly limited to the value of this Agreement.

### **11.0 REPRESENTATIONS & WARRANTIES**

11.1 BSN hereby warrants and represents that:-

11.1.1 in the event the BSNeBiz is not available due to any reason whatsoever then BSN shall provide alternative means of effecting the Services; and

11.1.2 it has acquired and/or is maintaining the appropriate approvals, licenses and other necessary consents from the relevant authorities to provide the Services to the Company.

11.2 The Company hereby represents and warrants that:-

11.2.1 the execution of the Agreement and the performance of its obligations under the Agreement and the Respective Annexures are within the Company's powers and does not constitute a breach of any agreement of the Company with any party; and

11.2.2 no litigation, arbitration or proceeding is taking place, pending or, to its knowledge, threatened against it or any of its assets which may have a material adverse effect on its business, assets or financial condition.

11.3 The Parties shall rely upon the other's representations and warranties herein without any obligation to verify the truthfulness, accuracy or completeness of the same.

11.4 Failure of any of the above representations and warranties to be true during the term of the Agreement shall constitute a material breach of the Agreement and the non-defaulting party will have the right, upon written notice to the other, to immediately terminate the Agreement in accordance with Clause 13.1 hereto and all amounts outstanding hereunder to BSN shall be immediately due and payable.

### **12.0 COVENANTS**

12.1 The Company hereby agrees covenants and undertakes as follows:-

12.1.1 it shall promptly supply BSN with all necessary information and materials at its own expense as may be required by BSN from time to time (for such reasonable purpose in relation to the Services as may be notified to the Company) and hereby authorises BSN to supplement, modify or reproduce such information and material in order to correct any errors, ensure compatibility and appropriateness of the same for such purpose provided always that prior approval of the Company shall be obtained for any proposed change thereof; and

12.1.2 it shall at all times during the continuance of the Agreement utilize the Services and comply with the terms and conditions set forth herein and the Respective Annexures and such other agreements as may be required by BSN from time to time.

### **13.0 TERMINATION OF SERVICES**

13.1 Either Party shall be entitled to terminate the Services under the Agreement and/or the Respective Annexure by giving to the other Party at least thirty (30) days notice prior to the expiry of the current term.

13.2 Notwithstanding Clause 4.1 hereto, either party shall be entitled to terminate the Services at any point of time for the following events whereby the written notice shall be forthwith:-

(a) either Party fails to comply with the terms set herein and/or in the Respective Annexures and commits any material breach of any of the terms and conditions and/or its representations and warranties, obligations, undertakings or covenants under the

Agreement and the Respective Annexures and fails to discontinue or remedy such breach after being given notice to do so by the other Party; or

(b) the licenses, consent, approval, waiver and authorisation (if any) deemed necessary for the Parties' to perform their respective obligations hereunder and the Respective Annexures are withdrawn, resolved, terminated or has expired and are not renewed or otherwise invalid (if applicable); or

(c) the other Party ceases or threatens to cease to carry on the whole or any substantial part of its business other than in the course of reconstruction or amalgamation; or

(d) the other Party goes into liquidation, whether compulsory or voluntary (except for purposes of a bona fide reconstruction or amalgamation with the consent of the other Party which consent shall not be unreasonably withheld or delayed); or

(e) the other Party becomes insolvent or is unable to pay its debts or admits in writing its inability to pay its debts as they fall due or enters into any composition or arrangement with its creditors or makes a general assignment for the benefit of its creditors; or

(f) a receiver & manager or an administrator or Official Assignee is appointed over the whole or any part of the Parties' undertaking or assets; or

(g) the other Party fails to remedy or take adequate steps to remedy, where remediable, its default within thirty (30) days from the date of the notice from the first party requiring the default to be remedied.

13.3 Notwithstanding the termination of the Agreement pursuant to sub-clause 13.1 and 13.2 above, either Party's rights and/or obligations and/or liabilities in relation to the obligations, undertakings and covenants under the Agreement and/or the Respective Annexures which accrued prior to the date of termination shall continue to be binding upon it.

13.4 The Agreement shall continue to remain in effect as regards to each Party hereto until otherwise terminated under the provisions contained herein and/or the Respective Annexures save as provided herein as surviving the termination of the Agreement.

### **14.0 DISPUTE RESOLUTION**

14.1 The Bank and the Company shall each designate in writing to the other Party a representative who shall be authorised to resolve any dispute arising under this Agreement and, unless otherwise expressly provided herein, to exercise the authority of the Party which appointed him to make decisions by mutual agreement.

14.2 If the designated representatives are unable to resolve any dispute arising under this Agreement, the dispute shall be referred by the representatives, respectively, to a senior officer designated by the Bank and to a senior officer designated by the Company for resolution. If both senior officers agree, all or part of the dispute may be referred to an independent expert for advice or resolution on terms to be agreed by such senior officers.

14.3 If any decision on dispute is mutually agreed by the designated representatives of the Parties pursuant to Clauses 14.1 and 14.2 above, such decision shall be final, conclusive and binding onto both Parties in relation to such dispute.

14.4 The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. The Parties further agree to provide each other with reasonable access during normal business hours to non-privileged records, information and data pertaining to any such disputes subject to compliance with any confidentiality obligations under this Agreement or written law.

14.5 Failing such amicable settlement, any and all disputes, controversies and conflicts arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) or the breach, termination or invalidity thereof, which cannot be settled by good faith negotiations between the Parties shall be settled in a court of law.

### **15.0 FORCE MAJEURE**

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15.1 Neither Party hereto shall be liable for any failure or delay on its part in performing any of its obligations, or for any loss or damage caused, or charges or expenses incurred or suffered by reason of such failure or delay, in so far as, such failure or delay is occasioned by any cause beyond the control of the Party in default including (but not limited to) war, strikes, riot, or civil commotion, government action, rules and regulations or legislation of government, acts of God, outbreak of epidemic and/or virus and enemy action ("**Event of Force Majeure**").

15.2 Upon the occurrence of an Event of Force Majeure, the Party so affected shall, for the duration of the same, be relieved of any obligation under the Agreement which is affected by such event PROVIDED ALWAYS THAT the provisions with regard to all obligations under the Agreement and/or the Respective Annexures which are not affected by the Event of Force Majeure shall remain in force.

15.3 Either Party may, if the Event of Force Majeure continues for more than thirty (30) days, terminate the Agreement upon giving seven (7) days written notice to the other in which event neither Party shall be liable to the other by reason of such termination PROVIDED ALWAYS THAT if the Agreement and/or the Respective Annexures have not been terminated, the Party so affected by such Event of Force Majeure shall resume its full obligations under the Agreement and/or the Respective Annexures upon cessation of such event.

### **16.0 NOTICES**

16.1 All notices shall be deemed sufficiently served on each Party hereto if sent by ordinary post to, or left at, or by e-mail to, the Party's business e-mail address or by facsimile and shall be deemed to have been delivered to the relevant party :-

- (a) If sent by post, in the ordinary course of posting;
- (b) If personally despatched, on the same working day of despatch;
- (c) If faxed, upon receipt of a transaction report confirming the same; and
- (d) If e-mailed, upon receipt of e-mailed acknowledgement from the other party that the same has been received.

### **17.0 COSTS**

All costs and expenses incurred by the Parties under the Agreement and/or the Respective Annexures shall be borne by the respective Parties and stamp duty hereon shall be paid by BSN.

### **18.0 ENTIRE AGREEMENT**

18.1 The Agreement and/or the Respective Annexures embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of the Agreement and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the subject matter hereof whether such be written or oral.

18.2 For the avoidance of doubt, the Parties hereto agree that terms and conditions as set out in the Respective Annexures but not specifically mentioned herein shall form part of the Agreement.

### **19.0 AMENDMENTS, VARIATIONS AND MODIFICATIONS**

19.1 Notwithstanding any provision of the Agreement and/or the Respective Annexures to the contrary, either Party has the right to review and/or vary and/or amend and/or modify any of the terms of the Agreement and/or the Respective Annexures at any time throughout the duration of the Agreement, subject to the mutual agreement of the other Party.

19.2 Either Party may amend (with seven (7) days' written notice to the other Party) any of the terms of the Agreement and/or the Respective Annexures wholly or in part if the same is made pursuant to the amendment or introduction of guidelines by Bank Negara Malaysia and/or other governmental authority under which jurisdiction a Party falls or by the amendment or introduction of any statute, legislation, regulation or by-laws.

### **20.0 SEVERABILITY**

20.1 Each of the terms in the Agreement is severable and distinct from the others and if at any time one or more of such terms is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way thereby.

### **21.0 GOVERNING LAW**

The Parties hereto agree that the Agreement shall be governed by the laws of Malaysia and the Parties hereby submit to the non-exclusive jurisdiction of the High Court of Malaya and/or the directives and/or regulations issued by the relevant regulatory body or authority in Malaysia.

### **22.0 ASSIGNMENT AND NOVATION AND RECONSTRUCTION OF BSN**

22.1 The Parties shall not assign, novate or transfer all or any part of their respective rights or obligations under the Agreement or delegate performance under the Agreement without the prior written approval of the other Party (except as expressly permitted by the Agreement) and any assignment, novation, transfer or delegation which is made without such prior written approval shall constitute a breach of the Agreement.

22.2 The Company's obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of BSN or by any BSN by which the business of BSN may for the time being be carried on and shall be available to BSN carrying on the business for the time being and the Company agree that no such changes shall affect the obligations and liabilities created here within in relation to any transaction whatsoever whether past, present or future.

### **23.0 SUCCESSORS BOUND**

The Agreement shall be binding on the successors-in-title and the persons deriving title under BSN and the successors-in-title of the Company and the rights and liabilities created by the Agreement shall continue to be valid and binding for all intent and purposes whatsoever notwithstanding any change by amalgamation, reconstruction, expulsion or otherwise which may be made in the constitution of BSN and/or the Company.

### **24.0 NON WAIVER**

No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other rights or power herein.

### **25.0 SURVIVAL OF RIGHTS DUTIES AND OBLIGATIONS**

The termination of the Services for any reason, shall not release BSN or the Company from any liability which at the time of such termination has already accrued to the other Party which thereafter may accrue in respect of any act or omission by BSN or the Company prior to such termination.

### **26.0 ADVERTISING AND PROMOTION**

26.1 Each Party shall obtain the written consent of the other before the inclusion or withdrawal of the other Party's name, address, marks in its promotional and advertising materials related to the Services

26.2 The Parties agree that all advertising, publicity and other materials generated or originated from BSN or paid for by BSN under this Agreement shall belong to BSN and likewise, the Company shall own all materials paid for or generated by the Company.

26.3 Each Party shall bear its own costs for promotion and marketing of the Services including hosting of any events in respect of the Services.

26.4 Upon termination of this Agreement, the Parties shall cease all use of the other Party's name, mark and /or logo in any document, promotional and/or advertising material and any cost related or incidental to the same shall be borne by the respective Parties.

### **27.0 KNOWLEDGE AND ACQUIESCENCE**

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27.1 Knowledge or acquiescence by any Party of, or in, any breach of any of the provisions of the Agreement shall not operate as, or be deemed to be, a waiver of such provisions and notwithstanding such knowledge or acquiescence, such Party shall remain entitled to exercise its rights and remedies under the Agreement, and at law, and to require strict performance of all of the provisions of the Agreement.

### **28.0 TIME**

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

### **29.0 DISCLOSURE**

29.1 The Company agrees that BSN and each of its officers may divulge or disclose information pertaining to the Company's Accounts, affairs and/or transactions or instructions made pursuant to this Agreement:-

- (a) and that the Company hereby expressly consent to the disclosure of the above by BSN to the following parties:
  - (i) the Bank's head office and branches;
  - (ii) Bank Negara Malaysia; (the Central Credit Unit and Central Credit Reference Information System established by Bank Negara Malaysia) and
  - (iii) any person and/or party to whom the Bank is under an obligation to make disclosure under the requirements of any law, rules, regulations and/or guidelines binding on the Bank or any other authority which has jurisdiction over the Bank;
- (b) to the subsidiary of BSN PROVIDED THAT to whom such information is disclosed to and the purpose of such disclosure will be notified by BSN to the Company PROVIDED FURTHER THAT BSN shall take all reasonable care to ensure that such information shall remain confidential within BSN's group of subsidiaries;
- (c) to any other third parties SUBJECT TO the Company's express consent to the same (excluding information relating to the affairs or account of the Company).

### **30.0 TAX**

Any sum set out in this Agreement or otherwise payable by any party hereto to any other party pursuant to this Agreement shall be deemed to be exclusive of any tax imposed or will be imposed by the Government of Malaysia or any other competent authority in Malaysia based on the prevailing rate which is chargeable on the Service (or services) for which such sum is (the whole or part of) the consideration for tax purposes.

**[END OF GENERAL TERMS & CONDITIONS]**