



# SPONSORED MERCHANT APPLICATION FORM

Serial No:   
 CP No:

Apply for:  Visa/MasterCard  Direct Debit (MY)

A. SPONSORED MERCHANT PROFILE			
Company Registered Name		Company Registration No.	Company Registration Date
Legal / Registered Address		Business Address	
City	State	City	State
Zip / Postal Code	Country	Zip / Postal Code	Country
Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Not For Profit <input type="checkbox"/> Others _____			
Telephone No.	Fax No.	No. of employees	Capital Resources (Assets)
Mailing / Correspondence address is <input type="checkbox"/> Registered Address <input type="checkbox"/> Business Address		GST Registration No.	Merchant Category Code <i>(for eGHL use only)</i>
Main Contact Person Name	Designation	Billing Contact Name	Email Address
Mobile No.	Email Address	Technical Contact Name	Email Address
Office area zoned: <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial		Office space (square foot): <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2000 <input type="checkbox"/> >2000	
B. OWNERSHIP PROFILE (ownership must equal 50% or more)			
Name – Principal #1	NRIC / Passport No.	Office No.	Mobile No.
Designation	% Owned	Date of Birth	Email Address
Current Home Address		Former Address (If less than 1 year at current address)	
City, State, Country	Zip / Postal Code	City, State, Country	Zip / Postal Code
Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent
Name – Principal #2	NRIC / Passport No.	Office No.	Mobile No.
Designation	% Owned	Date of Birth	Email Address
Current Home Address		Former Address (If less than 1 year at current address)	
City, State, Country	Zip / Postal Code	City, State, Country	Zip / Postal Code
Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Year(s) There	<input type="checkbox"/> Own <input type="checkbox"/> Rent
C. ONLINE BUSINESS PROFILE			
Company's Doing Business As (DBA) Name / Trading Name			
Type of products / services sold			
Targeted country	No. of Years in Business	Website URL	
Accept payment by credit card now? <input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, which brands <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> JCB <input type="checkbox"/> Others _____			
Current Transaction Fee Charged (%)	Current Acquirer / Payment Gateway	Desired Processing Currency	
Estimated Monthly Online Sales	Average Billing Amount	Highest Billing Amount	
Do you have a physical retail shop? <input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, (a) what is your monthly retails sales volume? _____ (b) how many outlet do you have? _____			

<b>How long does customer wait before product is received?</b> _____ days <span style="float:right">% of sales in this category _____%</span>						
<b>Does company accept transactions before the customer received product or service?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, % of deposit prepaid by customers _____%						
<b>Does company offer warranties, dues, subscriptions, memberships or other extended services?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, Duration of extended service or benefits (in weeks): _____%						
<b>Are you using any shopping cart?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes, please specify _____			<b>Are you selling via mobile app?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes, for OS platform of: _____			
<b>D. CUSTOMER SERVICE INFORMATION</b>						
<b>Contact No.:</b> _____			<b>Email Address:</b> _____			
<b>E. eGHL Payment Notification</b>						
<b>Email Address used to receive payment notification from eGHL (recommend to use group email):</b> _____						
<b>F. eGHL Merchant Admin Portal (Master User Login)</b>						
<b>Email Address (as username to access the portal):</b> _____						
<b>G. BANK ACCOUNT INFORMATION</b>						
<b>Bank Name:</b> _____		<b>Bank Address:</b> _____			<b>Bank Country:</b> _____	
<b>Bank Account Name:</b> _____		<b>Bank Account No.:</b> _____			<b>SWIFT Code:</b> _____	
<b>H. ONLINE PAYMENT PROCESSING HISTORY</b>	<b>LAST MONTH</b>	<b>2 MONTHS AGO</b>	<b>3 MONTHS AGO</b>	<b>4 MONTHS AGO</b>	<b>5 MONTHS AGO</b>	<b>6 MONTHS AGO</b>
<b>Sales Volume</b>						
<b>No. of Transactions</b>						
<b>Chargeback Volume</b>						
<b>No. of Chargeback</b>						
<b>Refund volume</b>						
<b>No. of Refund</b>						

**By the signature below, I/We hereby:**

- (a) further declare to have full control and authorization of the website content;
- (b) certifies that all information furnished herein is true, accurate and complete to my knowledge;
- (c) has read, understands and agrees to be bound by the terms and conditions of the Sponsored Merchant Services Agreement attached;
- (d) certify to the best of my/our current knowledge as of the date that Merchant Application Form and Merchant Service Agreement were signed, there is no known owner, officer, director, or agent which is a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); an official of a political party; an executive of a government-owned commercial enterprise; a family member of any of the above mentioned officials; or a close personal or professional associate of any of the above mentioned officials;  
If I/we am/are affiliated with any such Politically Exposed Person, the identity of the owner, officer, director, or agent is/are: \_\_\_\_\_
- (e) agrees GHL ePayments Sdn Bhd have a right, upon written request, to a complete and accurate disclosure of the nature of and scope of the investigation requested.
- (f) represents that:
  - I/We have complied in all materials respect with the Personal Data Protection Act ("PDPA 2010");
  - I/We have not received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the Personal Data Protection Commissioner of Malaysia, alleging any breach or non-compliance by it of the PDPA 2010 or prohibiting the transfer of data to a place outside Malaysia;
  - I/We have not received any claim for compensation from any person in respect of its business under PDPA 2010 and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the past three (3) years and there is no outstanding order against me/us in respect of the rectification of erasure of data; and
  - No warrant has been issued, authorizing the Personal Data Protection Commissioner of Malaysia (or any of its officers, employees or agents) to enter any of the possession of me/us for the purpose of, inter alia, searching them or seizing any documents or other material found there;
- (g) agrees that GHL ePayments Sdn Bhd and its related companies may forward now and at any future time the data of the Sponsored Merchant's business entity, authorized signatories, directors, partners, owners and key personnel of the company/business to credit bureaus that may include (but not limited to) Central Credit Reference Information System (CCRIS), Credit Tip Off Service (CTOS), RAM Credit Information (RAMCI) and Credit Bureau Malaysia (CBM) for credit checks and credit listing that may include trade reference listing for purposes such as opening of account; credit evaluation; credit/account review; credit/account monitoring; debt recovery purposes; legal actions feed; scoring solutions; legal documentation and/or action consented to a contract of facility granted. GHL ePayments Sdn Bhd and its related companies may also disclose any information including the conduct of the business account including its authorized signatories, directors, partners, owners and key personnel of the company/business to credit bureaus at any time.

**Agreed and accepted by:**

Authorized Signature	Company Stamp	Date
Name: _____		
Designation: _____		

## SPONSORED MERCHANT SERVICES AGREEMENT

### 1. GENERAL

- 1.1 This "**Agreement**" is made between the company as registered in the Sponsored Merchant Application Form (hereinafter called the "**Sponsored Merchant**") and **GHL ePayments Sdn Bhd (Company No. 1040427-M)**, a company incorporated in Malaysia, having its principal place of business of C-G-15, Block C, Jalan Dataran SD1, Dataran SD, PJU 9, Bandar Sri Damansara, 52200 Kuala Lumpur, Malaysia (hereinafter called the "**eGHL**" or "**Merchant**" of the other part and together with Sponsored Merchant shall hereinafter be referred to as the "**Parties**").
- 1.2 Member is a member of Visa International, Inc. ("**Visa**"), MasterCard International, Inc. ("**MasterCard**"), JCB International Co., Ltd. ("**JCB**"), and any other card associations as may be specified by Processor from time to time (including their respective successors and assigns, collectively, the "**Card Associations**"). Processor is a registered independent sales organization, a member service provider or a third party processor of each Card Association as may be necessary to perform services under this Agreement. **Merchant** is eGHL and **Sponsored Merchant** is merchant sponsored by eGHL.
- 1.3 Under the terms of this Agreement, Sponsored Merchant will be furnished with the services and products described herein and selected by Sponsored Merchant herein (collectively and individually, as applicable, the "**Services**") with respect to transactions for sale of goods and/or services involving cards issued under the Card Associations and/or card issuers accepted by Merchant for the time being ("**Card Transactions**"). Sponsored Merchant agrees to be bound by this Agreement, as may be modified or amended from time to time.
- 1.4 If signed by a firm, the expression "Sponsored Merchant" shall include the person or persons from time to time carrying on the business of such firm and, if Sponsored Merchant comprises of two or more persons, the expression "**Sponsored Merchant**" shall include all and each of them and their liabilities under this Agreement shall be joint and several.
- 1.5 Any reference in this Agreement to "**Merchant**", "**Sponsored Merchant**", "**Processor**", "**Member**" or "**Depository**" shall, if the context permits or requires, be construed so as to include its and any subsequent successors, legal representatives and permitted transferees and assigns in accordance with their respective interests.
- 1.6 If the context permits or requires, words importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall include the plural number and vice versa. Any reference to a "**Clause**" shall mean a clause hereof.

### 2. SERVICE DESCRIPTIONS

- 2.1 Processor's and Merchant's card processing services ("**Service**"), which are provided under this Agreement, consist of:
- (a) authorization of Card Transactions (by Processor);
  - (b) electronic draft capture (or collection of sales slips) of Card Transactions (by eGHL);
  - (c) outclearing of Card Transactions to the appropriate Card Associations and/or card issuers (by Processor);
  - (d) provision of information to Member to effect settlement of such transactions (by Processor);
  - (e) dispute resolution with cardholders' banks (by Processor); and
  - (f) transaction-related reporting, statements and products (by eGHL).
- 2.2 From time to time under this Agreement, upon Sponsored Merchant's request, Merchant may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Merchant's prior written approval and are subject to applicable pricing. Member will not affect payment to Sponsored Merchant for Switched Transactions.
- 2.3 Sponsored Merchant has elected to accept cards of the card types and other non-card payment options as specified on the Appendix I. Sponsored Merchant agrees to pay, and the Sponsored Merchant's Account(s) (as defined in Clause 5) will be charged pursuant to Clause 5 of this Agreement for, any additional fees incurred as a result of Sponsored Merchant's subsequent acceptance of transactions with any card type that it has not elected to accept on the Appendix I.

### 3. PROCEDURES

- 3.1 Sponsored Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Sponsored Merchant hereunder to charge purchases or leases of goods and services, provided that such Card Transaction complies with the terms of this Agreement. Each such transaction will be evidenced by a valid transaction record in an approved form such as a sales slip. Sponsored Merchant will not present any sales slip that does not arise out of a Card Transaction between a cardholder and Sponsored Merchant.
- 3.2 Sponsored Merchant agrees:
- (a) to follow the Card Acceptance Guide issued by Processor and for the time being in force, which is incorporated into and made part of this Agreement;
  - (b) to be bound by the operating regulations and rules of the Card Associations, including without limitation any rules and regulations related to cardholder and transaction information security, such as Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program.
- 3.3 eGHL may, from time to time, issue written directions (via mail or facsimile) regarding procedures for Sponsored Merchant to follow and forms to use to carry out this Agreement. These directions and the terms of the forms are binding as from the effective date specified in such directions and shall form part of this Agreement.

### 4. MARKETING

- 4.1 Sponsored Merchant shall adequately display the Card Associations and card issuer service marks and promotional materials supplied by eGHL. Sponsored Merchant shall cease to use or display such service marks in any way (including, without limitation, in promotional materials and transaction related papers or forms of Sponsored Merchant) immediately upon notice from eGHL or upon termination of this Agreement. Sponsored Merchant shall not issue or despatch any promotional materials which include any reference to eGHL or Processor or Member or its name, trade name, logo, service mark and/or trademark without its prior written consent.
- 4.2 Sponsored Merchant irrevocably authorises eGHL, Processor and Member to include its name in any directory or promotional materials produced by eGHL, Processor or Member in connection with the acceptance of the cards.

## 5. PAYMENT AND FEES

- 5.1 Sponsored Merchant agrees to pay the fees, charges and expenses described on the Appendix I, together with any other liabilities or expenses described in this Agreement.
- 5.2 eGHL will pay Sponsored Merchant for Card Transactions submitted under this Agreement by credit to the account(s) designated by Sponsored Merchant (the “**Sponsored Merchant’s Account(s)**”) or by delivery of a cheque or other negotiable instrument made payable to Sponsored Merchant or by any other means acceptable to eGHL. Unless otherwise agreed by eGHL, Sponsored Merchant will be paid within the timeframe set out on the Appendix II for the gross amount of the Card Transactions submitted less the amount of any discount, fees and other charges (including chargebacks and adjustments) set forth in this Agreement and credit vouchers deposited (together with any taxes payable in respect thereof); provided, however, that eGHL does not warrant payment within this timeframe if the Sponsored Merchant’s Account(s) is maintained with a financial institution other than Member. If the amount payable to Sponsored Merchant hereunder is insufficient to pay the outstanding charges described in the preceding sentence on any day and/or any other amount due or payable by Sponsored Merchant to eGHL under this Agreement, eGHL shall be entitled to:
- (a) set off and deduct the outstanding amount in whole or in part from any payment due from it to Sponsored Merchant; and/or
  - (b) debit the outstanding amount in whole or in part from Sponsored Merchant’s Account(s) (or any other account of Sponsored Merchant held with eGHL); and/or
  - (c) deduct the outstanding amount in whole or in part from subsequent credits to Sponsored Merchant’s Account(s); and/or
  - (d) claim from Sponsored Merchant the outstanding amount in whole or in part.
- 5.3 Sponsored Merchant agrees to pay, and Sponsored Merchant’s Account(s) will be debited, for all fees, arbitration fees, fines, penalties etc. charged by the Card Associations on account of Sponsored Merchant’s processing hereunder. If an error occurs, Sponsored Merchant’s Account(s) may be debited or credited therefor.
- 5.4 Sponsored Merchant represents and warrants that no one other than Sponsored Merchant has any claim in respect of any Card Transaction submitted hereunder except as authorized in writing by Member, Processor and eGHL. Sponsored Merchant agrees that Member has the sole right to receive payment from the Card Associations on any Card Transactions submitted hereunder.
- 5.5 Sponsored Merchant further represents and warrants that payment by eGHL shall be without prejudice to any claims or rights which Member or Processor or eGHL may have against Sponsored Merchant and shall not constitute any admission by Member or Processor or eGHL as to the performance by Sponsored Merchant of its obligations under this Agreement and the amount payable to Sponsored Merchant.
- 5.6 If Member or Processor or eGHL suspects, on reasonable grounds, that Sponsored Merchant has committed or is about to commit a breach of this Agreement, any illegal activity (including, without limitation, money laundering) or dishonesty or fraud against Member, Processor, eGHL or any cardholder, Member, eGHL shall be entitled to suspend all payments under this Agreement to Sponsored Merchant pending enquiries by Member or Processor or eGHL.
- 5.7 Sponsored Merchant hereby irrevocably authorizes eGHL to make withdrawals from any of its Sponsored Merchant Account(s) maintained with a financial institution other than Member in order to give effect to Sponsored Merchant’s authorization contained herein to eGHL to debit its Sponsored Merchant Account(s). Sponsored Merchant hereby instructs the related financial institutions to honor any requests made by eGHL under the terms of this provision. Sponsored Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from eGHL. If requested by eGHL, Sponsored Merchant shall give a direct debit authorization in favour of any such financial institution (in form and substance satisfactory to such financial institution) for the above purpose.

## 6. Intellectual Properties Rights

- 6.1 eGHL hereby grants the Sponsored Merchant a royalty-free, non-transferable and non-exclusive right to use the trade names and logos of eGHL (“Trademarks”) in its “**Website**” (An e-commerce enabled, interactive Internet world wide web sites maintained by the Sponsored Merchant for the purpose of displaying and offering Products for sale to the Customers) and in any off-line promotional materials solely for the purpose of indicating that it uses the Services. The Sponsored Merchant shall use such Trademarks in accordance with eGHL’s directions. The Sponsored Merchant does not have a right to sub-license the use of the Trademarks. eGHL may apply limitations to the right granted to the Sponsored Merchant at any time and at its sole discretion. “**Customer**” is any person making a purchase of the “**Products**” (that are offered, sold or distributed online by the Sponsored Merchant via the Website).
- 6.2 When using the Trademarks, the Sponsored Merchant will ensure that no composite marks are created with its own trademarks and/or logos. The Sponsored Merchant acknowledges that its use of the Trademarks does not create for itself any rights over the Trademarks other than those explicitly granted in this Agreement.
- 6.3 The Sponsored Merchant acknowledges and agrees that all Intellectual Property in connection with the “eGHL System” (The system providing secured online payment and clearing service to Sponsored Merchants), including but not limited to, in and relating to the Trademarks are owned by eGHL or its affiliates.
- 6.4 All proprietary rights in the equipment (such as interfaces) and other materials used or made available by eGHL in the performance of this Agreement, whether or not supplied to the Sponsored Merchant, shall remain with eGHL or its licensors. The Sponsored Merchant shall only acquire such right of use as is explicitly granted under this Agreement. Sponsored Merchant shall return them to eGHL on demand, upon termination of this Agreement or upon Sponsored Merchant ceasing to do business, whichever is the earliest.

## 7. FINANCIAL INFORMATION

- 7.1 Sponsored Merchant agrees to furnish eGHL, Processor and Member such financial statements and information concerning Sponsored Merchant, its owners, principals, shareholders, partners, proprietors, directors, officers or its affiliates as eGHL or Processor or Member may from time to time request. eGHL, Processor and Member, or their duly authorized representatives, may examine the books and records of Sponsored Merchant, including records of all transactions previously submitted hereunder.
- 7.2 Sponsored Merchant agrees to retain copies of all paper and electronic transaction records and credit slips submitted to eGHL for a period of 12 months from submission, or such longer period of time as may be required by the operating rules or regulations of the Card Associations, by law or by eGHL as specifically requested in writing in individual cases.
- 7.3 Sponsored Merchant agrees to furnish eGHL, Processor and Member copies of all paper and electronic transaction records including but not limited to credit slips, relative invoices, purchase orders, delivery orders and other documents within 14 days from date of request failing which the eGHL, Processor and Member reserve the right to chargeback the Sponsored Merchant for the charge amount.

## 8. CHANGE IN BUSINESS

Sponsored Merchant agrees to provide eGHL, Processor and Member 30-days prior written notice of its intent to:

- (a) transfer or sell all or any substantial part (10% or more) of its total stock or assets; or
- (b) liquidate or file for bankruptcy; or
- (c) cease business or change the basic nature of its business; or
- (d) convert all or part of its business to mail order sales, telephone order sales, Internet-based sales or other sales where the card is not physically present and processed through Sponsored Merchant's terminal; or
- (e) remove or relocate any shop or office; or
- (f) make any material change in the management of Sponsored Merchant; or
- (g) make any change in Sponsored Merchant's legal status (such as from sole proprietorship to partnership or limited company or vice versa); or
- (h) make any change in any other material particulars relating to Sponsored Merchant which have been supplied to eGHL or Processor or Member in connection with this Agreement.

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

## 9. TRANSFERABILITY

9.1 This Agreement is not transferable by Sponsored Merchant without the written consent of eGHL, Processor and Member. Any attempt by Sponsored Merchant to assign its rights or to delegate its obligations in violation of this Clause shall be void.

9.2 Sponsored Merchant agrees that the rights and obligations of eGHL hereunder may be transferred by eGHL to any other person without notice to Sponsored Merchant. Sponsored Merchant agrees that the rights and obligations of Member hereunder may be transferred by Member to any other member of the Card Associations without notice to Sponsored Merchant. Sponsored Merchant acknowledges that the transferable rights of eGHL, Processor and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Sponsored Merchant's Account(s) as described herein. eGHL, Processor and Member may subcontract or appoint any agent to carry out any of their respective obligations under this Agreement.

## 10. WARRANTIES AND REPRESENTATIONS

10.1 Sponsored Merchant warrants and represents to eGHL, Processor and Member:

- (a) that each Card Transaction submitted hereunder will represent a bona fide sale to a cardholder by Sponsored Merchant for the amount shown on the related transaction record as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever;
- (b) that each transaction record or other evidence of a transaction will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with the cardholder's instructions;
- (c) that Sponsored Merchant will comply fully with all laws, rules and regulations and not violates any laws of Malaysia including but not limited to the Anti-Money Laundering and Anti-Terrorism Financing Act 2001 and Personal Data Protection Act 2010 (including their subsidiary legislations and guidelines) as well as laws of any countries in which the eGHL carries out its businesses;
- (d) that Sponsored Merchant will fulfill completely all of its obligations to the cardholder and will resolve any cardholder dispute or complaint directly with the cardholder;
- (e) that each Card Transaction submitted hereunder shall have been consummated and the related transaction record prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable Card Association;
- (f) that, without limiting the generality of the foregoing, each Card Transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of the Card Associations related to cardholder and transaction information security, including without limitation those referred to in Clause 3.2;
- (g) that all of the information contained in or provided pursuant to this Agreement is true and correct;
- (h) that Sponsored Merchant shall keep strictly confidential the provisions of this Agreement, and all information and materials received from eGHL and/or Processor and/or Member in connection with their respective businesses and instrument provided by them or either of them, and will disclose the same only to such of its employees who require such information for the purposes of performing Sponsored Merchant's obligations under this Agreement; Sponsored Merchant shall not and shall procure that its officers, employees and agents shall not without the prior written consent of eGHL, Processor and Member use or disclose any such information to any other person (except to Sponsored Merchant's agents for the sole purpose of assisting Sponsored Merchant to complete or enforce Card Transactions or to Sponsored Merchant's insurers and professional advisers) unless such disclosure is compelled by law or rules and regulations of the Card Association;
- (i) that Sponsored Merchant shall not submit any Card Transaction which involves the following Products without the prior written consent of eGHL, Processor and Member;
  - firearms/weapons;
  - ammunition;
  - drugs, drug paraphernalia and drug test circumvention aids;
  - fireworks and hazardous materials;
  - miracle cures;
  - local and foreign currencies;
  - pornography and adult content;
  - escort services;
  - sexually oriented materials or services;
  - gambling/online casino;
  - counterfeit and replica goods;
  - items or downloads which infringe or violate copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
  - tobacco;

- pyramid or Ponzi schemes, matrix programs and other "get-rich-quick" schemes;
  - telemarketing;
  - time-sharing;
  - investment in gold bars;
  - investment scheme;
  - file sharing services;
  - items which promote hatred, racism, religious persecution or contain offensive content;
  - items which encourages illegal activity;
  - human remains and body parts;
  - unlicensed multi-level marketing;
  - stolen goods, including digital and virtual goods;
  - items which are considered obscene;
  - associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card;
  - payment aggregator;
  - associated with the sale of traveler's cheques or money orders;
  - check cashing businesses;
  - provision of certain credit repair or debt settlement services, credit transactions or insurance activities;
  - sales of products or services identified by government agencies to have a high likelihood of being fraudulent; and
  - gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
- (j) that Sponsored Merchant shall not receive any cash payment from a cardholder with respect to charges for goods and/or services included in a Card Transaction;
- (k) that Sponsored Merchant shall not engage in acceptance practices or procedures that discriminate against or discourage the use of a card of a card type selected to be accepted by it hereunder in favour of any other competing card brand, and shall not promote any other means of payment more actively than promoting payment with a card of such card type (except for any privilege card issued by Sponsored Merchant solely for the purpose of making purchases at Sponsored Merchant or under any temporary promotion programme);
- (l) that Sponsored Merchant shall display prominently the brand name and logo of eGHL and all other marketing or publicity materials that may be provided by eGHL from time to time during the Term on the Website. The Sponsored Merchant is also responsible for notifying the Customer that the description which will be printed on the Customer's credit card statement for the charges incurred may be different from the Sponsored Merchant's trading name;
- (m) that Sponsored Merchant shall retain copies of all Card Transaction receipts for a period of eighteen (18) months. The Sponsored Merchant will provide such copies of Card Transaction receipts to eGHL within five (5) Working Days of such request being made by eGHL;
- (n) that Sponsored Merchant shall perform card verification with the Customer in the event eGHL suspects that a transaction could be fraudulent;
- (o) that Sponsored Merchant further agrees that it will not provide or offer any "lifetime warranty", "lifetime guarantee" or any other guarantees for a period of more than ninety (90) days in respect of its Products;
- (p) that Sponsored Merchant agrees to describe accurately in its Website the following information:
- its trading name, address, telephone number, e-mail address and uniform resource locator;
  - details of its Products, including the price and specifications; and
  - steps which must be taken by Customers to make a purchase, including details on the point at which a sale is completed, delivery, shipping, returns, refund and privacy policies.
- (q) That Sponsored Merchant agrees to inform Merchant as soon as it becomes aware of any major or multiple product defects or logistics problems which could give rise to Chargeback or Refund; and
- (r) That Sponsored Merchant shall ensure that the Sponsored Merchant Password is not disclosed to any unauthorised persons at all times during the Term. "**Sponsored Merchant Password**" is the personal identification number used by the Sponsored Merchant when accessing the website of eGHL to view transactions processed through the eGHL System, which may be changed by the Sponsored Merchant with prior notification to eGHL.

## 11. INDEMNITY

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

## 12. LIMITATION OF LIABILITY

- 12.1 Neither Member nor Processor nor eGHL shall be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of any public enemy, acts of any Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems or other similar causes beyond such party's reasonable control.
- 12.2 To the extent permitted by any applicable law, the liability of eGHL, Processor and Member for any loss arising out of or relating in any way to this Agreement, including but not limited to damages arising out of the unavailability or malfunction of the Services, personal injury, or property damage, shall, in the aggregate, be limited to actual, direct and general money damages in an amount not to

exceed one (1) month's average charge paid by Sponsored Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Sponsored Merchant's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. This shall be the extent of eGHL's, Processor's and Member's liability arising out of or relating in any way to this Agreement, including alleged acts of negligence, breach of contract, wilful default, or otherwise and regardless of the form in which any legal or equitable action may be brought against eGHL, Processor or Member, whether in contract, tort or otherwise, and the foregoing shall constitute Sponsored Merchant's exclusive remedy.

12.3 Under no circumstances shall eGHL or Processor or Member be liable for:

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

### 13. TERM AND TERMINATION

13.1 Subject to the provisions hereof, this Agreement shall remain in full force and effect for a period of twenty four (24) calendar months, commencing from Effective Date (the "Initial Term"), unless Sponsored Merchant gives to eGHL written notice of termination as to this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any extension or renewals thereof. If no term is specified on the Appendices, subject to the provisions hereof, this Agreement shall continue in full force and effect until Sponsored Merchant gives not less than thirty (30) days' prior written notice to eGHL to terminate it.

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

13.3 Notwithstanding the foregoing, eGHL or Processor or Member may terminate this Agreement or any portion thereof at any time with immediate effect upon written notice to Sponsored Merchant. Furthermore, eGHL, Processor or Member may terminate this Agreement at any time without notice:

- (a) upon Sponsored Merchant's default in performing under any provision of this Agreement;
- (b) upon an unauthorized conversion of all or any part of Sponsored Merchant's activity to mail order sales, telephone order sales, Internet-based sales, or to any sales activity where the card is not physically present and processed through Sponsored Merchant's terminal;
- (c) upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a Card Association;
- (d) if there has been any misrepresentation by Sponsored Merchant;
- (e) upon commencement of bankruptcy or insolvency proceedings by or against Sponsored Merchant; or
- (f) in the event eGHL or Processor or Member reasonably deems itself insecure in continuing this Agreement.

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

13.5 Any Sponsored Merchant deposit of a transaction record hereunder after the effective date of termination will be returned to Sponsored Merchant and will not be credited (or debited) to Sponsored Merchant's Account(s), unless the related Card Transaction was effected on or before the effective date of termination and the deposit was made within 7 days thereafter (in which case the payment for any such Card Transaction will only be made to Sponsored Merchant after payment is successfully collected by Member from the related Card Association within 180 days from the date of such Card Transaction). Except as provided above, if any such deposit has already been posted to Sponsored Merchant's Account(s), such posting may be reversed and the deposit returned to Sponsored Merchant. Termination of this Agreement shall not affect Sponsored Merchant's obligations which have accrued prior to termination or which relate to any Card Transactions submitted hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination.

13.6 Any termination shall not affect any liabilities incurred prior to the termination nor any provision of this Agreement expressed or intended to survive, or to be effective from, termination. In particular, but without prejudice to the foregoing, Clauses 4, 6, 7, 10.1, 10.2, 11, 12, 13.5, 13.6, 13.7, 15.2, 15.3, 16.1 and 16.2 shall remain in full force and effect notwithstanding termination.

### 14. RETURNED ITEMS/CHARGEBACKS

14.1 If:

- (a) a cardholder disputes any Card Transaction or payment for any Card Transaction (irrespective of the nature or manner of such disputes);
- (b) a Card Transaction is charged back for any reason by the card issuing institution according to the operating rules and regulations of the related Card Association; or

- (c) there has been a breach by Sponsored Merchant of any term of this Agreement;
- (d) eGHL, Processor or Member has any reason to believe a transaction previously submitted hereunder is unlawful, unenforceable, irregular, questionable, not genuine, or is otherwise unacceptable; and/or
- (e) any other event or circumstance, which eGHL, Member or Processor shall have previously notified to Sponsored Merchant in writing for the purpose of this Clause 14, has occurred in relation to a Card Transaction,

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

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

## 15. RESERVE ACCOUNT

- 15.1 At any time, eGHL, Processor or Member may, upon notice to Sponsored Merchant, establish one or more reserve accounts to secure the performance of Sponsored Merchant's obligations under this Agreement to either or all of them (each a "Reserve Account"). A Reserve Account may be funded through any or all of the following:

- (a) direct payment by Sponsored Merchant by depositing funds in the Reserve Account at the request of eGHL or Processor or Member;
- (b) the proceeds of Card Transactions presented hereunder; or
- (c) the transfer by eGHL or Processor or Member into the Reserve Account of funds withdrawn from the Sponsored Merchant's Account(s) or any other accounts, including certificates of deposit, maintained by Sponsored Merchant or Sponsored Merchant's guarantor, if any, with any designated depository or other financial institution.

- 15.2 Sponsored Merchant and Sponsored Merchant's guarantor hereby irrevocably authorize eGHL (to the extent authorized by Processor and Member) or Processor (to the extent authorized by Member) or Member to make such withdrawals from any such other accounts maintained with any designated depository or other financial institution referred to in Clause 15.1(c) at such times and in such amounts as it may deem necessary hereunder. Sponsored Merchant and Sponsored Merchant's guarantor hereby instruct the related financial institutions to honor any requests made by eGHL or Processor or Member under the terms of this provision. Sponsored Merchant and Sponsored Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from eGHL or Processor or Member.

- 15.3 Sponsored Merchant hereby agrees that eGHL, Processor and Member may deduct from a Reserve Account any amount owed to such party in accordance with this Agreement. Any funds in a Reserve Account may be held until the expiration of any potentially applicable chargeback rights in respect of Card Transactions submitted hereunder as provided for under the rules and regulations of the Card Associations, which holding period may extend beyond termination of this Agreement. Sponsored Merchant will not receive any interest on funds being held in a Reserve Account. Without limiting the generality of the foregoing and without prejudice to Clause 13.5, Sponsored Merchant shall, upon termination of this Agreement, maintain the sum of at least five percent (5%) of gross sales for the 180 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Agreement. eGHL, Processor and Member may, at their discretion upon termination of this Agreement, require that Sponsored Merchant maintain more than five percent (5%) of gross sales for the 180 day period prior to termination in a Reserve Account.

## 16. DEFAULT/SECURITY INTEREST

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

- 16.2 Sponsored Merchant also agrees that, in the event of a default by Sponsored Merchant, Member has a right of setoff and may apply any of eGHL's balances or any other monies due Sponsored Merchant from Member towards the payment of amounts due from Sponsored Merchant under the terms of this Agreement. The rights stated herein are in addition to any other rights eGHL, Processor and Member may have under applicable law.

## 17. CHOICE OF LAW/COLLECTION FEES/JURISDICTION

- 17.1 Should it be necessary for eGHL or Processor or Member to defend or enforce any of its rights under this Agreement in any collection or legal action, Sponsored Merchant agrees to reimburse eGHL and/or Processor and/or Member, as applicable, for all costs and expenses, including reasonable collection agency and attorney's fees, as a result of such collection or legal action.

- 17.2 eGHL, Processor, Member and Sponsored Merchant agree that this Agreement and all disputes arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Malaysia and Sponsored Merchant hereby submits to the non-exclusive jurisdiction of the Courts of Malaysia.

## 18. AMENDMENTS

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

## 19. WAIVER

No provision of this Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against



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

## 20. EXCHANGE OF INFORMATION

20.1 Sponsored Merchant authorizes eGHL, Member and Processor to obtain from time to time from any person, including without limitation any credit reference agency, financial information on Sponsored Merchant or any owner, principal, director, officer, shareholder, partner, proprietor, managing agent or guarantor of Sponsored Merchant. Sponsored Merchant hereby authorizes (on its own behalf and on behalf of each person mentioned in the preceding sentence) Member and any depository institution to release any financial information concerning Sponsored Merchant or its accounts to Processor and/or eGHL.

20.2 eGHL, Processor and Member may exchange information about Sponsored Merchant, Sponsored Merchant's owners, principals, partners, proprietors, directors, officers, shareholders, managing agents and guarantors with each other, other financial institutions, Card Associations and any other party as eGHL or Processor or Member, as applicable, may deem necessary in connection with the Services and this Agreement. Sponsored Merchant hereby authorizes (on its own behalf and on behalf of each person mentioned in the preceding sentence) eGHL, Processor and Member to disclose information as mentioned above and information concerning Sponsored Merchant's activity to any Card Associations, or any of their member financial institutions, or any other party without any liability whatsoever to Sponsored Merchant.

## 21. USE OF SPONSORED MERCHANT'S NAME

Upon execution of this Agreement, eGHL, Processor and Member shall have the right to include the Sponsored Merchant's name in any directory or promotional material produced in connection with the acceptance of Card Transactions.

## 22. GENERAL

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

## 23. NOTICES

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

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

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

## 24. ENTIRE AGREEMENT

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

## 25. EFFECTIVE DATE

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

## 26. DESIGNATION OF DEPOSITORY

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

## 27. TRANSACTION CURRENCY

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

## 28. CARD NOT PRESENT TRANSACTIONS

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

- (a) any reference in this Agreement to "**Card Transaction**" shall include any card not present transaction;
- (b) any reference to use of a card or effecting a Card Transaction shall include use of, or effecting a Card Transaction with, the details of or relating to the card;
- (c) this Agreement shall apply to all card not present transactions except to the extent that any provisions of this Agreement are

- (d) not applicable where a card is not physically presented to Sponsored Merchant; and Sponsored Merchant shall comply with all provisions of this Agreement, in particular, such requirements specified in the Card Acceptance Guide and written directions of eGHL in connection with processing card not present transactions (including without limitation any software, system, security and website requirements).

**29. DATA PROTECTION**

- 29.1 The Sponsored Merchant agrees that is shall not perform or caused to be performed any act which violates Personal Data Protection Act 2010 (including their subsidiary legislations and guidelines) ("PDPA 2010") and shall exercise a reasonable degree of skill, due diligence, prudence and foresight to comply with all principles set out herein including, registering itself with the Personal Data Protection Commissioner of Malaysia as data user (if required), having in place adequate and reasonable procedures, protection and measures and continue to keep such procedures, protections and measures in place, in order to maintain the confidentiality and prevent unauthorized use and unauthorized disclosure of any personal data which came into possession of the Sponsored Merchant in the course of transacting Card Transactions and that it will not make any copies of the personal data or reproduce any of it in any form.
- 29.2 Upon the termination of this Agreement for any reason whatsoever, Sponsored Merchant shall immediately cease all processing personal data which came into possession of the Sponsored Merchant in the course of transacting via eGHL System and will return to eGHL in a format specified by eGHL, or destroy, as eGHL may request in its discretion, all personal data processed by the Sponsored Merchant.

**30. SERVICE LEVEL**

- 30.1 eGHL will, on a best effort basis provide an average up time of ninety-nine point five percent (99.5%) per month of the eGHL System provided always that there is full availability of the services of its underlying internet and telecom providers.
- 30.2 eGHL does not guarantee and is not responsible for any minimum response time in connection with the on-line authorisation of payment from Process, Member or an "Acquiring Bank" (the financial institution to which eGHL will route the Card Transactions for authorisation, clearing and settlement purposes) or availability of specific payment methods.

**31. SEVERABILITY**

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

**32. TAXES**

eGHL will not be liable for any taxes or other fees, including but not limited to goods and services tax, sales taxes, use taxes, withholdings taxes or any other tax assessed by any taxing authority with competent jurisdiction, to be paid in accordance with or related to the sale of Products through the eGHL System or transactions generated by the Customers. The Sponsored Merchant agrees to bear and take full responsibility for all taxes and fees of any nature associated with the Products sold or the Sponsored Merchant's use of the eGHL System, and will indemnify and hold eGHL harmless in accordance herewith.

**33. FORCE MAJEURE**

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

**34. COST AND EXPENSES**

- 34.1 Each party shall bear its own solicitors' legal fees and costs in respect of the preparation and execution of this Agreement and all ancillary documents.
- 34.2 The Sponsored Merchant shall pay the stamp duty on the original and one (1) duplicate of this Agreement. In the event of extension or renewal of the Term, the stamp duty shall be borne by the Sponsored Merchant and the Parties shall each bear their respective solicitors' legal fees and costs in connection with the renewal of the Term.

**APPENDIX I**

**eGHL SERVICE FEES**

Description		Service Fees
One-time eGHL Registration Fee <i>*Non-refundable</i>		RM399.00
One-time Credit Card Processing Fee <i>*Only applicable for merchant who apply for Visa/MasterCard</i>		RM900.00
eGHL Yearly Maintenance Fee		RM399.00 (1 <sup>st</sup> year waived. Subsequent years will be waived if previous year's total transaction value exceed RM6,000.00)
Transaction Fee	<u>Transaction Currency</u>	
1. Visa and MasterCard	RM	2.8%
2. Financial Processes Exchange (FPX)	RM	RM1.50
• Maybank2u		
• CIMB Clicks		
• Hong Leong Connect		
• RHB Now		
• Bank Islam Online		
• PBeBank		
3. RHB Now	RM	RM1.50
4. CIMB Clicks	RM	RM1.50
5. Affin Online	RM	RM1.50
6. Webcash	RM	2%
Settlement Fee		RM0.00
Chargeback Fee		RM3.00

## APPENDIX II

### SETTLEMENT

- (a) Subject to Clause (b) in Appendix II, Clause 14 and 15 in the Sponsored Merchant Services Agreement, eGHL shall remit payment (after deducting the Transaction Fee and fund for the Reserve Account as set out in Appendix I) to the Sponsored Merchant in respect of each completed Transaction within seven (7) working days ("**Settlement Date**").
- (b) The "**Settlement**" is derived by calculating the amounts due to the Sponsored Merchant in respect of the Card Transactions after deducting the following items:
  - (i) Service Fees;
  - (ii) Refunds;
  - (iii) Chargeback and any charges passed on to eGHL by Processor, Member or Card Associations in respect of the Card Transaction;
  - (iv) disputed Card Transactions and any amounts reasonably required to cover potential or expected Refunds, Chargeback or disputed Transactions;
  - (v) Reserve Account; and
  - (vi) any other charges or amounts due to eGHL under this Agreement.
- (c) If the Settlement falls below the minimum Settlement amount of Ringgit Malaysia One Hundred (RM100.00), such Settlement shall be carried forward to the next Settlement Date.
- (d) eGHL will pay to the Sponsored Merchant the Settlement by cheque, interbank giro or by telegraphic transfer to the Sponsored Merchant's designated bank account. All charges incurred by eGHL in making payment for the Settlement shall be borne by the Sponsored Merchant.
- (e) In the event that the value of all items listed in Clause (b) in Appendix II exceeds the value of all Card Transactions, eGHL may deduct and hold such amount equivalent to the shortfall from the Settlement together with interest at the rate of 3.0% per annum imposed thereon.
- (f) All payments made by eGHL to the Sponsored Merchant shall be in "Ringgit Malaysia" or "RM" (the lawful currency of Malaysia) and all payments in foreign currencies will be converted into RM based on the eGHL, Processor or Member's prevailing bank exchange rates.