



KERAJAAN MALAYSIA

TERIMAAN KERAJAAN SECARA ELEKTRONIK (TANPA TUNAI)

(Pindaan Oktober 2024)

PERBENDAHARAAN MALAYSIA

PEKELILING PERBENDAHARAAN

PS 2.1 TERIMAAN KERAJAAN SECARA ELEKTRONIK (TANPA TUNAI)

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PS 2.1 Terimaan Kerajaan Secara Elektronik (Tanpa Tunai)

1. TUJUAN

1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan terimaan Kerajaan secara elektronik (tanpa tunai) melalui saluran:

- (i) Terminal *Point-of-Sale* (POS);
- (ii) Portal Kementerian/Jabatan; dan
- (iii) Perbankan Internet dan Perbankan Mudah Alih

1.2 Kaedah pembayaran kepada Kerajaan secara elektronik adalah melalui mod terimaan tanpa tunai seperti berikut:

- (i) Kad debit;
- (ii) Kad kredit;
- (iii) Kad caj *American Express* (AMEX);
- (iv) Pindahan dana elektronik (*Electronic Fund Transfer – EFT*);
- (v) JomPAY;
- (vi) Aplikasi dompet digital¹ atau dikenali sebagai e-dompet (*e-wallet*); dan
- (vii) Mod terimaan lain yang diiktiraf oleh Bank Negara Malaysia (BNM) dari semasa ke semasa.

¹ Dompet Digital yang juga dikenali sebagai e-dompet atau *e-wallet* merupakan satu kaedah pembayaran elektronik berfungsi seperti akaun bank, wang simpanan, kad debit atau kredit dalam satu rangkaian dengan menggunakan aplikasi di telefon pintar, peranti pintar atau laman sesawang untuk tujuan pembayaran melalui portal Kementerian/Jabatan dan/atau di kaunter meliputi pembayaran dalam aplikasi (*In-Apps*), kod QR serta teknologi lain yang terkini.

2. PELAKSANAAN TERIMAAN

Terimaan hasil dan bukan hasil secara elektronik (tanpa tunai) oleh Kementerian/Jabatan Kerajaan boleh dilaksanakan mengikut saluran berikut:

2.1 Terminal Kad Pembayaran [*Point-Of-Sale* – (POS)]

- (i) Terminal POS merupakan peranti untuk memproses pembayaran menggunakan kad atau e-dompet;
- (ii) Terminal POS adalah terminal elektronik yang membenarkan pendebitan Akaun Kad Pembayaran Pelanggan yang juga dirujuk sebagai Terminal *Electronic Data Capture* (EDC);
- (iii) Terminal POS adalah saluran yang disediakan di kaunter terimaan Agensi Kerajaan atau di kios layan diri Agensi Kerajaan; dan
- (iv) Terimaan hasil dan bukan hasil di terminal POS dilaksanakan menggunakan kad debit, kad kredit, kad caj *American Express* (Amex) dan e-dompet yang ditawarkan oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank).

2.2 Portal / Aplikasi Mudah Alih (*Mobile App*) Kementerian/Jabatan

- (i) Portal merupakan laman web interaktif Kementerian/Jabatan di mana pelanggan boleh berurusan secara dalam talian bagi mendapatkan barangan dan/atau perkhidmatan yang disediakan oleh Kerajaan.
- (ii) Aplikasi mudah alih (*mobile app*) Kementerian/Jabatan ialah sejenis perisian yang direka khusus untuk digunakan pada peranti mudah alih di mana ianya perlulah sama sepenuhnya (*mirroring*) kepada portal Kementerian/Jabatan.
- (iii) Terimaan hasil dan bukan hasil melalui portal Kementerian/Jabatan dilaksanakan dengan menggunakan pindahan dana elektronik (*Electronic Fund Transfer* – EFT), kad debit, kad kredit, kad caj *American Express* (Amex) dan e-dompet yang ditawarkan oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank); dan

- (iv) Pelaksanaan transaksi melalui portal Kementerian/Jabatan hendaklah melalui *Financial Process Exchange (FPX)* atau mana-mana gerbang pembayaran yang diluluskan oleh Kerajaan.

2.3 Perbankan Internet dan Perbankan Mudah Alih

- (i) Perbankan internet dan perbankan mudah alih merupakan pembayaran melalui portal bank atau aplikasi bank bagi urusan Kerajaan dengan menggunakan peranti pintar atau aplikasi di telefon pintar; dan
- (ii) Terimaan hasil dan bukan hasil melalui perbankan internet atau perbankan mudah alih dilaksanakan dengan menggunakan pindahan dana elektronik (*Electronic Fund Transfer – EFT*), JomPAY, kad debit, kad kredit dan kad caj *American Express (Amex)* yang ditawarkan oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank).

3. CAJ PERKHIDMATAN

3.1 Caj perkhidmatan bagi semua jenis terimaan (hasil dan bukan hasil) akan ditanggung oleh Kerajaan melalui peruntukan tahunan Kementerian/Jabatan kecuali bagi terimaan amanah yang akan dibiayai melalui akaun amanah berkaitan.

3.2 Kadar caj perkhidmatan bagi terimaan hasil dan bukan hasil yang ditetapkan adalah seperti berikut:

Saluran	Mod Pembayaran	Kadar Caj Perkhidmatan
Terminal Kad Pembayaran [Point-Of-Sale – (POS)]	Kad Debit (tempatan)	Tidak melebihi 0.5% atas nilai transaksi
	Kad Kredit (tempatan)	Tidak melebihi 0.9% atas nilai transaksi
	Kad Caj Amex (tempatan)	Tidak melebihi 0.9% atas nilai transaksi
	E-dompet	Tidak melebihi 0.5% atas nilai transaksi
Portal / Aplikasi Mudah Alih	EFT <i>Customer to Government (C2G)</i>	Tidak melebihi RM0.50 bagi setiap transaksi

Saluran	Mod Pembayaran	Kadar Caj Perkhidmatan
Kementerian /Jabatan	<i>Business to Government (B2G)</i>	Tidak melebihi RM1.00 bagi setiap transaksi
	Kad Debit (tempatan)	Tidak melebihi 0.5% atas nilai transaksi
	Kad Kredit (tempatan)	Tidak melebihi 1.0% atas nilai transaksi
	Kad Caj Amex (tempatan)	Tidak melebihi 1.0% atas nilai transaksi
	E-dompet	Tidak melebihi 0.5% atas nilai transaksi
Perbankan Internet dan Perbankan Mudah Alih	EFT <i>Customer to Government (C2G)</i>	Tidak melebihi RM0.50 bagi setiap transaksi
	<i>Business to Government (B2G)</i>	Tidak melebihi RM1.00 bagi setiap transaksi
	JomPAY	Tidak melebihi RM0.40 bagi setiap transaksi
	Kad Debit (tempatan)	Tidak melebihi 0.5% atas nilai transaksi
	Kad Kredit (tempatan)	Tidak melebihi 1.0% atas nilai transaksi
	Kad Caj Amex (tempatan)	Tidak melebihi 1.0% atas nilai transaksi

3.3 Selain daripada caj perkhidmatan tersebut di atas, tiada caj lain boleh dikenakan oleh institusi kewangan (bank) atau penyedia perkhidmatan.

3.4 Kadar caj perkhidmatan ini adalah termasuk pembekalan, penyelenggaraan serta peningkatan/naik taraf perisian terminal yang disediakan oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) berkecualan secara percuma. Walau bagaimanapun, caj bagi talian telefon dan internet perlu dibiayai oleh Kementerian/Jabatan yang terlibat.

3.5 Kementerian/Jabatan hendaklah menyediakan peruntukan bagi menanggung caj perkhidmatan yang dikenakan.

4. SYARAT PELANTIKAN INSTITUSI KEWANGAN (BANK) ATAU PENYEDIA PERKHIDMATAN (BUKAN BANK)

4.1 Institusi Kewangan (Bank)

- (i) Kementerian/Jabatan perlu melantik satu (1) bank bagi urusan terimaan Kerajaan;
- (ii) Urusan terimaan Kerajaan boleh dikendalikan melalui mana-mana institusi kewangan (bank) yang:
 - a) dilesenkan di bawah Akta Perkhidmatan Kewangan 2013 [*Akta 758*], Akta Perkhidmatan Kewangan Islam 2013 [*Akta 759*] atau Akta Institusi Kewangan Pembangunan 2002 [*Akta 618*]; dan
 - b) mempunyai ibu pejabat atau tempat perniagaan berdaftar di Malaysia.

4.2 Penyedia Perkhidmatan (Bukan Bank)

- (i) Urusan terimaan Kerajaan boleh dikendalikan melalui mana-mana penyedia perkhidmatan (bukan bank) yang:
 - a) dikawal selia di bawah Akta Perkhidmatan Kewangan 2013 (*Akta 758*) atau Akta Perkhidmatan Kewangan Islam 2013 [*Akta 759*]; dan
 - b) mempunyai ibu pejabat atau tempat perniagaan berdaftar di Malaysia.

4.3 Bagi memeterai perjanjian di antara Kementerian/Jabatan dengan institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank), contoh format perjanjian yang boleh diguna pakai adalah seperti berikut:

- (i) Terminal POS
 - a) Lampiran A (*E-card Acceptance Agreement*); dan/ atau
 - b) Lampiran B (*E-wallet Agreement*).

(ii) Portal Kementerian/Jabatan

- a) Lampiran C (*Payment Gateway Provider Agreement*); dan/ atau
- b) Lampiran B (*E-wallet Agreement*).

(iii) Perbankan Internet dan Perbankan Mudah Alih - boleh mengguna pakai format perjanjian yang disediakan oleh pihak bank.

5. PERAKAUNAN TERIMAAN

- 5.1 Institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) yang dilantik untuk mengendalikan terimaan pembayaran secara elektronik (tanpa tunai) hendaklah menyerahkan amaun kasar yang dipungut kepada Kementerian/Jabatan yang terlibat tanpa menolak apa-apa caj yang dikenakan.
- 5.2 Bagi terimaan hasil dan bukan hasil (terimaan amanah), institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) hendaklah mengemukakan tuntutan melalui invoice kepada Kementerian/Jabatan untuk bayaran caj perkhidmatan.
- 5.3 Laporan Urus Niaga Harian ("LUH") hendaklah disediakan dan dihantar oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) yang dilantik selewat-lewatnya pada keesokan hari (T+1) dan Kementerian/Jabatan yang terlibat adalah bertanggungjawab untuk memuat turun laporan berkenaan daripada portal institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank).
- 5.4 Kementerian/Jabatan hendaklah merujuk tatacara pengurusan dan perakaunan terimaan yang dikeluarkan oleh Jabatan Akauntan Negara Malaysia sebagai panduan.

6. TEMPOH PEMINDAHAN WANG

- 6.1 Institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) hendaklah memindahkan terimaan yang dipungut kepada Akaun Terimaan Utama Pejabat Perakaunan dalam tempoh satu (1) hari bekerja selepas hari transaksi (T+1).

- 6.2 Pemindahan wang oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) hendaklah bersamaan dengan LUH.
- 6.3 Sekiranya institusi kewangan (bank)/penyedia perkhidmatan (bukan bank) gagal memindahkan terimaan yang dipungut kepada Akaun Terimaan Utama Pejabat Perakaunan dalam tempoh satu (1) hari bekerja selepas hari transaksi (T+1), kadar penalti akan dikenakan mengikut pengiraan seperti berikut:

Jumlah Penalti =	$\frac{\text{Jumlah Pindahan Lewat} \times \text{Bilangan Hari Lewat} \times 18\%}{365 \text{ hari}}$
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- 6.4 Bagi pembayaran melalui saluran e-dompet sahaja, pelaksanaan bayaran balik (*refund*) kepada pembayar sekiranya berbangkit, hendaklah dibuat oleh institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) pada hari transaksi sebelum pindahan wang kepada Akaun Terimaan Utama Pejabat Perakaunan.
- 6.5 Institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) adalah bertanggungjawab ke atas sebarang risiko kehilangan sebelum pindahan wang dibuat kepada Akaun Terimaan Utama Pejabat Perakaunan.

7. TRANSAKSI YANG DIPERTIKAIKAN

Sekiranya Kementerian/Jabatan atau institusi kewangan (bank) atau penyedia perkhidmatan (bukan bank) menerima aduan mengenai transaksi yang tidak sah atau yang dipertikaikan, kedua-dua pihak hendaklah berbincang dan memastikan tindakan penyelesaian dibuat dalam tempoh 14 hari bekerja daripada aduan diterima.

8. AKUAN PEMBAYARAN

Bagi pembayaran melalui saluran perbankan internet dan perbankan mudah alih sahaja, akuan pembayaran dari paparan portal bank dianggap sebagai bukti transaksi pembayaran.

9. HAL - HAL LAIN

Sekiranya terdapat pertanyaan lanjut mengenai Pekeliling Perbendaharaan ini, Kementerian/Jabatan boleh merujuk kepada pihak berikut:

Seksyen E-Pembayaran dan Projek Khas ICT
Bahagian Kawalan Kewangan Strategik Dan Korporat (BKSK)
Kementerian Kewangan
Aras 6, Blok Selatan
No.5, Persiaran Perdana, Presint 2
Pusat Pentadbiran Kerajaan Persekutuan
62594 WILAYAH PERSEKUTUAN PUTRAJAYA

10. TARIKH KUAT KUASA

Pekeliling Perbendaharaan ini berkuatkuasa mulai 7 Oktober 2024.

11. PEMBATALAN

Dengan berkuatkuasanya peraturan ini, empat (4) Pekeliling Perbendaharaan adalah dibatalkan seperti berikut:

- (i) PS 2.1: Terimaan Hasil Kerajaan Secara Elektronik di Terminal *Point-Of-Sale*;
- (ii) PS 2.2: Terimaan Kerajaan Secara Elektronik Melalui Portal Kementerian atau Jabatan;
- (iii) PS 2.3: Terimaan Kerajaan Secara Elektronik Melalui Perbankan Internet dan Perbankan Mudah Alih; dan
- (iv) PS 2.7: Terimaan Kerajaan Secara Elektronik Melalui E-Dompot (*E-Wallet*).

12. PEMAKAIAN

Pekeliling Perbendaharaan ini adalah terpakai kepada Kementerian/Jabatan Persekutuan manakala penggunaan di peringkat Badan Berkanun Persekutuan adalah tertakluk kepada keputusan Lembaga Pengarah masing-masing.

LAMPIRAN A

LAMPIRAN A

AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

BANK.....
(Company No: **XXXXXXX**)

eCARD ACCEPTANCE AGREEMENT

DATED

DAY OF

YEAR

eCARD ACCEPTANCE AGREEMENT

THIS AGREEMENT is made on the day of (Month/Year)

BETWEEN

THE GOVERNMENT OF MALAYSIA, who for the purpose of this Agreement is represented byhaving its office at(herein after referred to as "the Government") of the one part;

AND

(Name of Bank) , a bank duly registered in Malaysia under Companies Act 2016 [Act 777] and having its

address at (Address of Bank) , (herein after referred to as "the Bank") of the other part,

(both herein after singularly referred to as "the Party" and collectively as "the Parties").

WHEREAS:

- (a) The Bank is a licensed financial institution duly authorised pursuant to various agreements with Visa International, owner of the Visa Card Programs Marks and MasterCard International, owner of the MasterCard Marks to issue and acquire Visa and MasterCard Credit Card and any other new Credit Card/Debit Card (depending on the cards issuance company).
- (b) The Government is desirous to implement the eCard acceptance programme at counters identified by the Government and the Bank agrees to provide the Facility for the Services subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AS FOLLOWS:**ARTICLE 1 : DEFINITION AND INTERPRETATION**

1.1 In this Agreement, unless there is something in the subject or context inconsistent with such expression or unless it is otherwise expressly provided, the following definition shall apply:

"Authorisation"	means the obtaining of an authorisation for a transaction which is usually identified with an alphanumeric/numeric code from the Bank prior to completion of the transaction in which an eCard is being utilised;
"Bank Card"	means a chip-based multi-application card issued by the banking institutions which contain the Auto Teller Machine ("ATM") and eDebit applications;
"Business Day"	means any day on which the Bank is opened for business in Kuala Lumpur;
"Cardholder"	means any person authorised by any Issuer to enjoy the facilities whose name shall be embossed on the eCard and where applicable, whose signature appears thereon as the authorised user;
"Commission"	means the amount chargeable by the Bank to the Government at the agreed rate in percentum of the value of the eCards' transaction as stipulated under Article 6.2;
"Credit Card"	means a validly issued and unexpired Credit Card of Visa/Mastercard bearing the Visa Card Program Marks or Mastercard Program Marks and may include new credit card duly authorised by the Bank;
"Debit Card"	means a validly issued debit card of, validly issued by the Bank and may include new debit card duly authorised by the Bank;

"eCard"	means any card to be accepted under this Agreement as stipulated under Article 4;
"eDebit"	means a payment system that allows the Cardholder of a Bank Card to purchase goods and/or services at the participating Government counter by debiting directly from the Cardholder's nominated bank account;
"Electronic Data Capture ("EDC") Transaction Acceptance"	performed through the use of eCard at the EDC Terminal
"EDC Terminal"	means any electronic terminal and wireless terminal which is capable of reading magnetic stripe or chips embedded in the eCard;
"Facility"	means the EDC Transaction Acceptance facility granted by the Bank to the Government under the terms of this Agreement as stipulated under Article 3;
"Issuer"	means any bank or financial institution who are members of MasterCard International, Visa International or other organization or institution who are authorised to issue Credit Card to which the Bank is a member;
"Location"	means the premises, at which the EDC Terminal is installed by the Bank as agreed by the Parties under the terms of this Agreement;
"PIN"	means in relation to a Cardholder, the Personal Identification Number which an Issuer has issued to the Cardholder which is to be used by the Cardholder to authorise any transaction;

- "Point Of Sales (POS) Transaction Acceptance" means a transaction performed at point-of-sales consisting of EDC Transaction Acceptance through the use of eCard;
- "Sales Slip" means the relevant charge slip generated electronically after the completion of each transaction arising from the use of EDC Terminal evidencing the payment made by the Cardholder through the use of the eCard to be charged to the Cardholder's account;
- "Settlement Function" means the procedures required for and carried out by the Government via the EDC Terminal for the purpose of transmitting data of charges to the Bank to enable the Bank to make payment to the Government;
- "Services" means (agencies to describe their own) or other services to be determined by the Government.

- 1.2 Words importing the masculine gender include the feminine and neuter gender.
- 1.3 Words importing the singular number shall include the plural and vice-versa.

ARTICLE 2 : CONTRACT PERIOD

This Agreement shall be for a period of twenty four (24) months commencing from (herein after referred to as the "Effective Date") to (herein after referred to as the "Expiry Date"). Either Party may notify in writing not less than three (3) months prior to the Expiry Date if it intends to extend the Contract Period for a future period. The Parties may as soon as reasonably practicable after the receipt of such notification, negotiate the term and conditions of such extension not later than one (1) month prior to the Expiry Date.

ARTICLE 3 : FACILITY

- 3.1 The Parties hereby agree that the Bank shall provide the Facility to the Government to enable the Government to accept any payment made

by the Cardholder via eCard for the Services at the various counters of the Government.

- 3.2 The Bank shall supply, deliver, install, test and commission the EDC Terminals at the Locations mutually agreed upon by the Parties prior to the installation. The supply, delivery, installation, testing and commissioning of the EDC Terminal shall include the supply of papers and other related stationeries required for the operating of the EDC Terminal throughout the Contract Period, at no additional cost to the Government.
- 3.3 In the event that the Government requires additional EDC Terminal, the Bank shall agree to consider to such request.
- 3.4 The Bank shall also bear the costs of relocating EDC Terminal at such other site excluding the costs on internal telephone cabling and other internal power points in the event such request is made by the Government.
- 3.5 The Government hereby agrees and confirms with the Bank that it shall honour without any discrimination the eCard when properly presented to it as a means of payment from the Cardholder and shall maintain a policy that the Government shall not discriminate among Cardholders seeking to make payment to the Government.
- 3.6 The Bank shall at its own cost provide support services on the EDC Terminal and carry out necessary maintenance on the EDC Terminal at all Locations.
- 3.7 The Government shall keep the EDC Terminal in good condition at all times. In the event of any fault or defect to the EDC Terminal, the Bank shall at its own cost carry out such repair in order to restore the EDC Terminal. Such restoration shall be carried out within twenty four (24) hours in the Klang Valley and within three (3) Business Days outside the Klang Valley from the time of receiving the report made by the Government. In the event repair cannot be carried out for any reasons, the faulty or defective EDC Terminal shall be replaced by the Bank at its own costs. The Government hereby undertakes to ensure that each EDC Terminal is operated appropriately at all times and shall promptly report any malfunction or breakdown of the EDC Terminal to the Bank.
- 3.8 The Parties shall work together on the promotion and publicity of the Facility for the purpose of payment of the Services offered by the Government.

ARTICLE 4 : eCARD

- 4.1 Under the terms of this Agreement, the Government shall accept the Credit Card, Debit Card and any other new credit card/debit card ("eCard") as may be agreed by the Parties from time to time presented by any Cardholder.
- 4.2 The Bank shall provide the relevant training on the eCard acceptance procedures and shall not charge the Government for the training.

ARTICLE 5 : EDC TRANSACTION ACCEPTANCE PROCEDURES**5.1 Credit Card Acceptance Procedures**

- 5.1.1 When a Credit Card is presented to the Government for payment, in accepting and honouring the Credit Card, the Government shall follow the relevant transaction instructions notified in writing by the Bank to the Government from time to time.
- 5.1.2 The Government shall comply with the acceptance procedures as follows:
- (a) examine the Credit Card marks and security or distinctive features as specified by the Bank;
 - (b) ensure that the Credit Card so presented has not been mutilated;
 - (c) all transactions shall be drawn in Ringgit Malaysia only;
 - (d) request the Cardholder to personally authorise the completion of the transaction;
 - (e) ensure that all entries on the Sales Slip shall be legible on all copies thereof and the Government shall, at the time of the performance of payment of the Services, give a true and completed copy thereof to the Cardholder and retain one (1) copy of the same with the Government;
 - (f) process all transaction irrespective of the amount through the use of EDC Terminal and in accordance with the

procedures set out herein or provided by the Bank to the Government in writing from time to time;

- (g) ensure that the Credit Card so presented for the transaction be inserted into the EDC Terminal where an Authorisation shall be granted or declined electronically by the Bank or Issuer. Only transaction provided with an Authorisation shall be accepted by the Government; and
- (h) ensure that all completed Sales Slips bear an electronic imprint which includes:
 - (i) the names, validity/expiry date of the Credit Card and the account number of the Cardholder;
 - (ii) the date of the transaction(s);
 - (iii) the Authorisation code,
 - (iv) total value of the transaction; and
 - (v) the name and address of the Location.

5.2 Debit Card Acceptance Procedures

5.2.1 When a Debit Card is presented to the Government, in accepting and honouring the Debit Card, the Government shall follow the relevant transaction instructions notified in writing by the Bank to the Government from time to time.

5.2.2 The Government shall comply with the acceptance procedures as follows:

- (a) all transactions shall be drawn in Ringgit Malaysia only;
- (b) all Debit Cards' transaction irrespective of the amount shall only be performed through the use of EDC Terminal;
- (c) request the Cardholder to personally authorise the completion of the transaction;
- (d) upon completion of each successful transaction, give a true and completed copy thereof to the Cardholder and retain one (1) copy of the same with the Government.

ARTICLE 6 : COMMISSION CHARGEABLE

- 6.1 The Government shall pay commission to the Bank for the Services in accordance with the charges described in 7.2.
- 6.2 Payments for Commission are subject to arrangement between the Government and the bank. The bank may issue invoice
(Note: Parties to agree on the time period) to the Government in which the claimed amount of the commission are to be stated in detail. The Government shall make payment within 14 days from the date of receipt of completed invoice and other supporting documents.
- 6.3 Notwithstanding the above, the Parties hereby agree that the commission chargeable may be revised at any time by the Bank subject to the prior written consent of the Government.

ARTICLE 7 : REMITTANCE OF FUNDS**7.1 Settlement**

The Government shall carry out or perform a Settlement Function on a daily basis to enable the Bank to capture all the transactions using EDC Terminal so as to allow the Bank to make payment to the Government as stipulated in Article 7.3.

7.2 Commission Rate

- 7.2.1 As agreed between the Parties, the Bank shall be entitled to charge the Commission for processing of eCard transactions and the Commission agreed are as follows:
- (a) a percentum of (%)
(Note : Parties to agree on the rate subject to PP PS 2.1 on the value of each Debit Card transaction; and
 - (b) a percentum of (%)
(Note : Parties to agree on the rate subject to PP PS 2.1 on the value of each Credit Card transaction.;
- 7.2.2 The Parties further agree that the Commission rate may be revised at any time and any revised Commission rate shall only be implemented by the Bank with prior written approval of the Government.

7.3 Payment By the Bank

- 7.3.1 Upon completion of a Settlement Function or the receipt of the transaction slips by the Bank (whichever is applicable), the Bank shall pay to the Government the value of each successful eCard's transaction. Payment for Commission is subject to arrangement between the Government and the bank.
- 7.3.2 The Bank shall pay to the Government's collection account as specified by the Government by 11.00 am of the following Business Day from the transaction date.
- 7.3.3 The Bank shall provide supporting reports free of charge either in the form of hardcopy or softcopy to the Government for all the transactions paid to the Government the following Business Day from the transaction date. The report shall contain the following minimum information:
- (a) Government identification number;
 - (b) EDC Terminal identification number;
 - (c) eCard number;
 - (d) approval code;
 - (e) amount of the transaction;
 - (f) date of transaction;
 - (g) gross total amount ;
 - (h) commission amount; and
 - (i) net total amount.

7.4 Penalty

The Government may impose interest to the Bank based on interbank rate for any unjustified late remittance of funds under clause 7.3.2. The mode of payment and the penalty amount shall be mutually agreed upon by both Parties.

7.5 Reconciliation

The Government shall reconcile its records against the reports provided by the Bank and if there are any discrepancies or non-receipt of payment on any of the transaction items are detected, the Bank is to be notified of the same. Such notification is to be submitted by the Government to the Bank within a period of fourteen (14) days following the date of the transaction.

ARTICLE 8 : CLAIMS FOR DISPUTED TRANSACTIONS

- 8.1 The Bank shall write to the Government on any transaction disputed by a Cardholder or where the Bank has reason to believe of any fraudulent transactions reported to the Bank or discovered by the Bank and in the event where payment has been made by the Bank to the Government.
- 8.2 Upon receiving the report by the Bank under clause 8.1, the Government shall investigate within fourteen (14) days and make good the amount within thirty (30) days upon the occurrence of any of the following:
- (a) the Cardholder disputes or denies the completion of the eCard's transaction that he/she entered into with the Government and the Government is unable to confirm otherwise;
 - (b) no authorisation code has been granted to the Government by the Bank;
 - (c) the Government fails to furnish to the Bank with a copy of transaction details referred under clause 9.1. hereof within fourteen (14) days from the date of such request;
 - (d) the transaction is found to be a duplicated transaction;
 - (e) the transaction is a cash disbursement, cash refund or cash payment; and
 - (f) the transaction was processed more than fourteen (14) days from the date of authorisation where settlement processes were not performed accordingly by the Government.

ARTICLE 9 : SPECIAL CIRCUMSTANCES**9.1 The Government's Records**

- 9.1.1 The Government shall at its own cost and capacity keep proper account and correct copies of all receipts resulting from the use of the eCard, and may at the request of the Bank, at any reasonable time, allow the Bank to inspect and/or take copies of all such documents, accounts and all Sales Slips and

for the purpose of this Agreement, shall preserve such documents and records for a period of at least one (1) year from the transaction date.

9.1.2 The Government shall provide a copy of the transaction record or any related documents upon request made by the Bank for the purpose of Article 8 hereof.

9.1.3 The Parties shall be obliged to provide full cooperation towards any investigations or inquiries made by the Bank or the Government relating to any of the transaction within the period of one (1) year from the transaction date including furnishing and delivering of transaction documents to the relevant Party.

9.2 Prohibition against Cash Payment, Cash Disbursement and Cash Refund

The Government shall not allow the Cardholder to transact for any cash payment, cash disbursement or cash refund under any circumstances resulting from the use of eCard.

ARTICLE 10 : COVENANTS BY THE GOVERNMENT

10.1 The Government hereby covenants as follows:

- (a) it shall at all times observe the guidelines and procedures on the acceptance of eCard as required by the Bank;
- (b) unless otherwise provided by any written law for the time being in force, it shall not impose or require a Cardholder to pay any surcharge, commission, discount whether through any increase in price or otherwise, or any other term or condition whatsoever on any Cardholder desirous of using the eCard;
- (c) it shall not require a minimum transaction amount below which it shall refuse to honour otherwise a valid eCard;
- (d) it shall not reveal, sell, purchase, provide or exchange any eCard account number or/and PIN (where applicable) and other information in any form obtained by reason of eCard transaction to any third party;

- (e) it shall collaborate with the Bank in writing prior to any publication or advertisement of promotional material relating to the new eCard;
- (f) it may display any distinctive feature of any eCard on promotional materials provided by the Bank to inform the public that the eCard shall be honoured at the Locations;
- (g) it shall, at all times maintain in good order and keep in safe custody all Sales Slips, and EDC Terminal supplied by the Bank which shall remain the Bank's property and to return all such Sales Slips, and EDC Terminal forthwith to the Bank upon demand and/or upon termination of this Agreement under Article 23;
- (h) it shall allow the Bank, its contractors, agents or representatives at any time, subject to prior notice being given to the Government, to inspect, maintain or repair each EDC Terminal with the view of ensuring that the same is operating at all times and in a proper manner;
- (i) it shall preserve the following conditions in safeguarding the security of the EDC Terminal:
 - (i) it shall not at all times allow any unauthorised person to make any alteration or/and tamper or/and programme on the EDC Terminal;
 - (ii) it shall not remove, dislocate or change the position of the EDC Terminal without the prior written consent of the Bank; and
 - (iii) it shall not by its own, agents or servants, repair or rectify or attempt to repair or rectify any such faults or breakdown on any of the EDC Terminal.
- (j) where there is uncertainty or ambiguity in the terms of this Agreement or any guidelines or requirements pertaining to the use of the eCard marks or any security or distinctive features of the new eCard, the Government shall reconfirm with the Bank for its construction and meaning and the same when given by the Bank shall be final and binding; and

- (k) it shall use its best endeavour to promote the use of eCard and to render its cooperation to the Bank and Cardholders in connection with the use of the eCard.

ARTICLE 11 : WARRANTIES BY THE GOVERNMENT AS TO SALES SLIPS

11.1 The Parties agree that the presentation of each Sales Slip by the Government to the Bank shall be a warranty by the Government that at the time of the presentation of the Sales Slips to the Bank:

- (a) the Sales Slips are authorised by the Cardholder and/or not obtained by any fraudulent means;
- (b) the value stated in the Sales Slips evidence a bona fide sum due and owing from the Cardholder;
- (c) the Cardholder concerned shall not have acquired any right of set-off or counterclaim available against the Government in respect of the value of the Sales Slips; and
- (d) the Government has complied with the provisions set out in Article 5 of this Agreement.

ARTICLE 12: CONDITIONS CONCERNING THE USE OF EDC TERMINAL

12.1 Property of EDC Terminal

12.1.1 Each EDC Terminal supplied by the Bank shall remain the property of the Bank, free from any claims or right by any third party and shall be surrendered to Bank with all the connecting equipment in good order upon demand made by the Bank.

12.1.2 The Bank shall provide written notice to the Government prior to retrieving any EDC Terminal from the Location.

12.1.3 In the event of termination under Article 23 of this Agreement, the Government shall return, to the Bank, the EDC Terminal, Sales Slips and other material belonging to the Bank in connection to this Agreement.

12.1.4 The Government shall bear the cost and expenses directly incurred or suffered by the Bank due to damage or loss of any

of the EDC Terminal, Sales Slips and other materials belonging to the Bank, which is solely caused by the negligence of the Government.

12.2 Installation

12.2.1 The Government shall provide the Bank with the suitable Location for the purpose of installation and operation of the EDC Terminal.

12.2.2 The Government shall be responsible for the cost and expenses incurred for the necessary conduits, electrical connections outlets and electricity power required for the installation and operation of the EDC Terminal.

ARTICLE 13 : FORCE MAJEURE EVENTS

13.1 Neither the Government nor the Bank shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies;
- (b) insurrection, revolution, rebellion, military or usurped power, civil war or acts of terrorism;
- (c) natural catastrophes including but not limited to earthquakes, floods and subterranean spontaneous combustion or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions;
- (d) nuclear explosion, radioactive or chemical contamination or radiation;
- (e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
- (f) riot, commotion or disorder, unless solely restricted to the Bank, its personnel, servants or agents.

- 13.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under this Agreement (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.
- 13.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.
- 13.4 If this Agreement is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- 13.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.
- 13.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.

ARTICLE 14 : INDEMNITY

14.1 The Bank agrees with the Government that:

- (a) the Bank shall perform all of its obligations under this Agreement at its own risk and releases, to the fullest extent permitted by law, the Government and their agents and servants from all claims and demands of every kind resulting from any accident, damage, injury or death arising from the carrying out of this Agreement and the Government shall have no responsibility or liability whatsoever in relation to such accident, damage injury or death;
- (b) the Bank shall indemnify and keep indemnified the Government from and against all actions, suits, claim or

demands, proceedings, losses, damages, compensation, costs (including legal cost), charges and expenses whatsoever to which the Government shall or may be or become liable in respect of or arising from:

- (i) the negligent use, misuse or abuse by the Bank or its personnel, servants, agents or employees appointed by the Bank;
 - (ii) any loss or damage to property or injury of whatsoever nature or kind and howsoever or wherever sustained or caused or contributed by the Bank to any person and not caused by the negligence or wilful act, default or omission of the Government, its agents or servants; or
 - (iii) any loss, damage or injury from any cause whatsoever to property or persons affected by the Facility to the extent to which the same is occasioned or contributed to by the act, omission, neglect, breach or default of the Bank, its personnel, servants, agents or employees; and
- (c) The obligations under this Article shall continue after the expiry or earlier termination after the expiry or earlier termination of this Agreement in respect of any act, deed, matter or thing happening before such expiration or termination of this Agreement.

14.2 The Bank shall indemnify, protect and defend at its own cost and expense the Government and its agents and servants from and against all actions, claims and liabilities arising out of acts done by the Bank in the performance of this Agreement including the use or violation of any copyright works or literary property or patented invention, article or appliances.

ARTICLE 15 : WAIVER

The waiver by any Party of any breach of any terms of this Agreement committed by the other Party shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

ARTICLE 16 : PROHIBITION OF ASSIGNMENT

Each Party shall not be entitled to assign or charge any right or assign any obligation under this Agreement.

ARTICLE 17 : DISCLOSURE OF INFORMATION

No Party shall without the prior written approval of the other Party, be entitled to disclose any information relating to this Agreement to any agent or subcontractor appointed or engaged by the Party or to any authorised person in connection with any eCard products and in the event such approval is obtained from the other Party, the Parties undertake to ensure that such disclosure is reserved for the purpose intended and shall not be used to discriminatory disclose information.

ARTICLE 18: NOTICES

18.1 Any notices, demands, invoices, permissions, claims or consent required, authorised, permitted or contemplated to be served or given hereunder shall be in writing signed by or on behalf of the Party concerned and shall be deemed to have been sufficiently served or given if served by hand or mailed by registered mail or sent by facsimile to the below state addressee and intended recipient :

For the Government

Address :
Facsimile No. :

For the Bank

Address :
Facsimile No. :

18.2 Any change of address of the Parties as specified herein shall be duly notified to the other by giving one (1) month prior written notice.

18.3 Any notice sent by facsimile transaction shall be deemed served when despatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such

letter was properly stamped, addressed and placed in the post or delivered personally or by courier.

ARTICLE 19 : SERVICE OF LEGAL PROCESS

- 19.1 The Parties hereby agree that the service of any Writ of Summons or any legal process in respect of any claim arising out of or connected with this Agreement may be effected by forwarding a copy of the same by hand or by prepaid registered or ordinary post to the respective addresses of the Parties herein before mentioned and such service shall be deemed to be duly served after the expiration of five (5) days from the date it is posted and, if delivered by hand, on the day it is delivered.
- 19.2 No change of address of either Party herein mentioned shall be effective or binding on either Party unless that Party has given to the other actual notice of the change of address and nothing done in reliance on sub-clause (1) above shall be affected or prejudiced by any subsequent change in the said address over which the other Party has no actual knowledge of at the time the act has done or carried out.

ARTICLE 20 : IMPLIED TERMS

This Agreement embodies the entire understanding of the Parties and there are no provisions, terms, conditions or obligations, oral or written, express or implied, other than those contained herein.

ARTICLE 21 : ENTIRE AGREEMENT

This Agreement constitutes all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this Agreement and supersedes in all respect all previous representations, warranties, agreements and undertakings, if any, made between the Parties hereto with respect to the subject matter herein prior to the execution of this Agreement.

ARTICLE 22 : CONFIDENTIALITY

The Parties hereby undertakes to ensure that this Agreement and all matters pertaining hereto including but not limited to, all information relating to

Cardholders shall be treated as confidential in nature and shall not be disclosed to any third party unless the said disclosure is mandatory by law.

ARTICLE 23 : TERMINATION

23.1 Termination by the Government

23.1.1 Default by the Bank

In the event the Bank without reasonable cause:

- (a) suspends and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;
- (b) fails or persistently neglects to carry out its obligations under this Agreement;
- (c) defaults in performing the duties under this Agreement; or
- (d) breaches any of its obligations or fail to comply with any other terms and conditions of this Agreement, then the Government shall give notice in writing to the Bank specifying the default and requiring the Bank to remedy such default within thirty (30) days after the date of the notice. If the Bank fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

23.1.2 General Default

If at any time:

- (a) an order is made or a resolution is passed for the winding-up of the Bank, except for the purpose of reconstruction or amalgamation not involving the realisation of assets in which the interest of creditors are protected;

- (b) the Bank goes into liquidation or a receiver is appointed over the assets of the Bank or the Bank makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or
- (c) execution is levied against a substantial portion of the Company's assets, unless it has instituted proceedings in good faith to set aside such execution, then the Government shall have right to terminate this Agreement forthwith by giving notice to that effect.

23.1.3 Consequences of Termination By the Government

Upon termination of this Agreement under Article 23.1.1 or 23.1.2,

- (a) the Bank shall at its own cost and expenses, remove all the EDC Terminal from the Location; and
- (b) the Government shall claim against the Bank for any losses and damages suffered as a result of the termination of this Agreement, provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement.

23.2 Termination by the Bank

23.2.1 Default by the Government

- (a) If the Government without reasonable cause fails to perform or fulfill any of its obligations which adversely affects the Bank's obligation under this Agreement, then the Bank may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties.
- (b) If the Government fails to remedy the relevant default within such period as agreed by the Parties, the Bank shall be entitled to terminate this Agreement at any time by giving notice to that effect.

23.2.2 Consequences of Termination by the Bank

Upon such termination, the Bank shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

- (a) the Government shall pay the Bank all monies due and payable to the Bank as at the date of termination of this Agreement which have not been paid (if any) provided that the Government shall be entitled to deduct such sum due to the Government from the Bank under this Agreement; and
- (b) the Bank shall at its own cost and expenses, remove all the EDC Terminal from the Location.

23.3 Termination on National Interest

23.3.1 Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice to that effect to the Bank (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

23.3.2 For the purposes of this Article, what constitutes "national interest", "interest of national security", "Government policy" and "public policy" shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

23.4 Termination by the Government

23.4.1 Notwithstanding Article 23.1, 23.2 and 23.3, the Government, after giving 90 days written notice shall have the right to terminate this Agreement.

23.4.2 Upon such termination, the Bank shall accept the following undertaking by the Government as full and complete settlement of all claims for payment under or arising out of this Agreement:

- (a) the Government shall pay the Bank all monies due and payable to the Bank as at the date termination of the Agreement and which have not been paid provided that the Government shall be entitled to deduct such sum due to the Government from the Bank under this Agreement; and
- (b) the Bank shall at its own cost and expense, remove all the EDC Terminal from the Location.

ARTICLE 24 : ARBITRATION

- 24.1 If any matter, dispute or claim arising out of or relating to the Agreement or the breach or termination hereof which cannot be agreed upon by the Parties or which cannot be settled amicably by the Parties, the matter, dispute or claim shall be referred to an arbitration to be agreed between the Parties, and failing such agreement, to be nominated on the application of either party by the Director General of the Asian International Arbitration Centre (Malaysia) in Kuala Lumpur and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005. The decision of the arbitrator shall be final and binding on each of the Parties.
- 24.2 Any such arbitration shall be heard at the Asian International Arbitration Centre (Malaysia) using the facilities and systems available at the center.
- 24.3 The reference of any matter, dispute or claim to arbitration pursuant to this Article and / or the continuance of any arbitration proceedings consequent thereof shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.
- 24.4 Each party shall bear its own cost of the arbitration proceedings.

ARTICLE 25 : MISCELLANEOUS

- 25.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

- 25.2 All costs incidental to the preparation and completion of this Agreement and all duties payable shall be borne and paid for by the Bank.
- 25.3 The Bank shall not, without the Government's prior written consent, assign or transfer to a third party all or any of the benefits or obligations of this Agreement.
- 25.4 This Agreement shall be binding on the Parties' personal representatives, heirs, successors in-title and permitted assigns.
- 25.5 No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing by way of a supplementary agreement specifically referring to this Agreement and duly signed by the Parties.
- 25.6 The invalidity or unenforceability of any of the provisions herein shall not substantially nullify the underlying intent of this Agreement and the invalidity or unenforceability provisions shall be severed from this Agreement to the extent of such invalidity or unenforceability without affecting the remaining terms and conditions of this Agreement.
- 25.7 The captions and headings to the clauses of this Agreement are for reference only and do not affect the interpretation and/or enforcement of the provisions of this Agreement.
- 25.8 All communication between the Parties pertaining to this Agreement shall be in Bahasa Malaysia or English Language.
- 25.9 Time whenever mentioned shall be of the essence of this Agreement.

IN WITNESS whereof the Parties to this Agreement have caused this Agreement to be duly executed on the day and year first above written.

Signed for and on behalf)
THE GOVERNMENT OF MALAYSIA)
)

.....

In the presence of :)
)
)

.....

Signed for and on behalf)
(Name of Bank))

.....

)
.....)

In the presence of :)
)
)

.....

)

LAMPIRAN B

LAMPIRAN B

AGREEMENT

BETWEEN

THE GOVERNMENT OF MALAYSIA

AND

THE SERVICE PROVIDER

(Company No:)

E-WALLET AGREEMENT

DATED

DAY OF



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THIS AGREEMENT is made on the day of (Month/Year)

BETWEEN

The **GOVERNMENT OF MALAYSIA**, as represented by [name of Ministry/ Department/ Agency] and having its address at [insert address] ("**the Government**") of the one part;

AND

[insert bank/company name] * (Company No. insert no), a company incorporated in [Malaysia licensed under the Financial Services Act 2013 [Act 758], Islamic Financial Services Act 2013 [Act 759], Development Financial Institutions Act 2002 [Act 618] or Companies Act 2016 [Act 777] and having its registered office at [insert address] ("**the Service Provider**") of the other part,

(The Government and the Service Provider are hereinafter referred to collectively as "the Parties" and individually as "the Party").

WHEREAS:

- A. The Government is the owner of [■] [name of the portal] Portal ("the Portal") which provides online services to the Public.
- B. The Government is desirous of enabling the Public to make online payment for the services provided via the Portal, mobile application and counter identified by the Government using the eWallet System (as defined herein).
- C. The Service Provider is a payment service provider operating and facilitating an e-wallet System, branded as ["insert name of eWallet"] which allows end customers to make payments using [insert eWallet brandname"] for products or services.
- D The Government had, via a letter of appointment dated [■] agreed to appoint the Service Provider to provide the Services in respect of its online services and the Service Provider has agreed to do so subject to the terms and conditions as hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**PART A
GENERAL**

1. Definitions and interpretations

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions used in this Agreement shall have the following meanings:

“API” means Application Programme Interface software which facilitates the connectivity between the Government’s technology infrastructure and eWallet System;

“Business Days” means a day (other than Sunday, Saturday or public holidays), on which the Service Provider, licensed to carry on business under the provisions of the Financial Services Act 2013 [Act 758], Islamic Financial Services Act 2013 [Act 759], Development Financial Institutions Act 2002 [Act 618] and Companies Act 2016 [Act 777] are open for business in their respective locations in Malaysia. In States where the Service Provider is closed for business on days other than Saturdays and Sundays and/or public holidays ‘Business Day’ shall be construed and interpreted accordingly;

“eWallet” means the electronic money feature and/or the mobile application or web-based application named as “eWallet” or such other platform, as may be determined by the Service Provider from time to time; offered

by the Service Provider to the Public;

"eWallet Account" means any eWallet account or any other accounts of the Public with the Service Provider;

"eWallet System" means electronic money system which facilitates payment via eWallet;

"Devices" means suitable equipments for the purpose of operation at counter and portals provided by the Service Provider to the Government as stipulated under Subclause 3.3;

"Main Collection Account" means a collection account maintained at the main bank of the Accounting Office, where all government collection is credited. For the purpose of this Clause, Accounting Office shall mean Accountant General's office at state level including Sabah and Sarawak branches, Accounts Division in the Ministries and the State Treasury Office;

"Payment Touch-Points" means any of the following payment methods for the Public to make payments for services provided by the Government, either:

- (a) in person over the counter (Point-of-Sale (POS) Terminal also called as offline channel);

(b) through a mobile application or / and Government App (also called as in-app channel); or

(c) online via the Portal;

"Portal"	means the Government interactive website where the Public can subscribe online products and/or services provided by the Government and where the Service Provider provides the Services in accordance with terms and condition of this Agreement;
"Public"	means an individual, a business or an organization subscribing to the online products and/or services provided by the Government;
"Refund"	means a refund made by Government in accordance with Schedule F ;
"Service Charge"	means the amount chargeable by the Service Provider to the Government at the agreed rate, as stipulated under Clause 5;
"Services"	means the payment processing system service via eWallet System provided by the Service Provider to the Government in accordance with Schedule B ;

“Service Delivery Point” means the telecommunications point to which the Government’s portal connects to access the eWallet System;

“System” means the hardware, software and telecommunications, computer networks and equipment used or owned by a Party or licensed to a Party by a third party in connection with the eWallet System and/or the Portal, as the case may be;

“Sub-Collection Account” means a collection account maintained at any appointed bank, as payment gateway provider, where all monies collected electronically by the Government is credited and transferred to the Main Collection Account.

1.2 Interpretation

- (a) The Recitals, Schedules hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement provided however that in the event of any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply:
- (i) the Clauses; and
 - (ii) the Schedules.
- (b) Reference to Recitals, Clauses and Schedules are to be construed as references to Recitals, Clauses and Schedules of this Agreement, unless otherwise provided herein.
- (c) All references to provisions of statutes include such provisions as amended, modified or re-enacted.

- (d) The words "law" and "laws" mean any present or future law and any constitution, decree, judgment, legislation, order, ordinance, statute, treaty, directive, by-law, rule or regulation as amended from time to time.
- (e) Words applicable to natural persons shall also apply to any body of persons, companies, corporation, firm or partnership incorporated or unincorporated.
- (f) The expression "this Agreement" or any similar expression shall comprise the Recitals, Clauses and Schedules of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time.
- (g) Words importing any gender shall include any other gender.
- (h) Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1 hereof.
- (i) The heading and sub-headings to the Clauses of this Agreement are for convenience of reference only and shall not affect the interpretation and construction thereof.
- (j) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.
- (k) For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period or from a specified date, the period is inclusive of and time begins to run from the date so specified.
- (l) Wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression "or any other period agreed in writing between the Parties from time to time".

- (m) Any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession in Malaysia.
- (n) Any reference to a "working day" is to a day other than a Saturday, Sunday (except for States where Saturday and Sunday are working days, such reference excludes a Thursday and Friday) and any other day which is declared by the Government of Malaysia as a public holiday and any reference to a "day", "week", "month" or "year" is to that day, week, month or year in accordance with the Gregorian calendar.
- (o) Any reference to "normal business hours" of the eWallet System, with regard to (i) online/inApp availability, it means twenty-four (24) hours from Monday to Sunday, and (ii) over the counter, the Services shall follow the respective Government department and agencies' operating hours.
- (p) Any reference to "writing" or cognate expressions, include any communication effected by telex, cable, facsimile transmission, electronic mail or other comparable means.

2. Contract period

2.1 Contract period

This Agreement shall be for a period of ("the Contract Period") commencing from [■] ("the Effective Date") to [■] ("the Contract Expiry Date").

2.2 Extension of contract period

The Service Provider may apply to the Government in writing for an extension of the Contract Period not less than three (3) months prior to the Contract Expiry Date if it intends to extend the Contract Period. The Government shall have the absolute discretion whether or not to consider such application. If such application is considered, the Parties may, as soon as reasonably practicable after the receipt

of such application by the Government, negotiate the terms and conditions of such extension not later than one (1) month prior to the Contract Expiry Date. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

PART B SCOPE OF SERVICES

3. Scope of Services

3.1 The Parties shall ensure the following:

- (a) Payment Touch-Points acceptance shall be integrated into eWallet System;
- (b) the eWallet functionality shall be allowed on all PaymentTouch-Points; and
- (c) the Public shall make payments for the products or services traded or transacted by Public via the Payment Touch-Points in the manner as described in **Schedule A**.

3.2 The Service Provider shall provide the Services in the following manner:

- (a) enable the Public to make payment for the products or services offered by the Government via the Portal, by way of direct debit from their respective eWallet Account;
- (b) payment for all successful transactions shall be paid to the Government without any deduction of service charge;
- (c) all payments made by the Public to the Government for the products or services traded or transacted via the Portal are credited into the Main Collection Account in accordance with the terms and conditions of this Agreement;
- (d) all payments made by the Public via eWallet System are secured;

- (e) the transaction flow of the Services is as described in **Schedule A**; and

3.3 Devices

- (a) the Parties hereby agree that the Service Provider shall provide the Devices to the Government to enable the Government to accept any payment made by the Public via eWallet for the services at the counter;
- (b) the Service Provider shall supply, deliver, install, test and commission the Devices at the locations mutually agreed upon by the Parties prior to the installation. The supply, delivery, installation, testing and commissioning of the Devices shall include the supply of papers and other related stationeries required for operating the Devices throughout the Contract Period, at no additional cost to the Government;
- (c) in the event that the Government requires additional Devices, the Service Provider shall agree to consider such request at no cost to the Government;
- (d) the Service Provider shall also bear the costs of relocating the Devices at such other site excluding the costs on internal telephone cabling and other internal power points in the event such request is made by the Government;
- (e) the Service Provider shall at its own cost provide support services and carry out necessary maintenance for the Devices at the locations; and
- (f) the Government shall keep the Devices in good condition at all times. In the event of any faulty or defect to the Devices, the Service Provider shall at its own cost carry out such repair in order to restore the Devices. Such restoration shall be carried out within twenty-four (24) hours in the Klang Valley and within three (3) Business Days outside the Klang Valley from the time of receiving the report made by the Government. In the event repair cannot be carried out for any reason, the faulty or defective Devices shall be replaced by

the Service Provider at its own costs. The Government shall promptly report any malfunction or breakdown of the Devices to the Service Provider.

PART C IMPLEMENTATION

4. Implementation of Services

4.1 Implementation requirements

The Parties agree to implement the Services in the following manner:

4.1.1 Registration

- (a) the Service Provider shall provide the relevant registration form to the Government to register for access to the gateway server of the eWallet System; and
- (b) the Government shall complete the registration form for the Services and submit the same to the Service Provider together with the information of the Government's contact person.

4.1.2 Installation and integration

- (a) upon successful registration by the Government, the Service Provider shall, at its own costs, provide the Government with an implementation kit which consists of software plug-in and manual guide;
- (b) the Government shall install and integrate the eWallet System software plug-in at the Payment Touch-Points, configure the integration and connect to the eWallet System as referred to in the manual guide provided by the Service Provider;
- (c) the Service Provider shall provide the relevant API for integration purposes and respond to the Government's

inquiries during the installation and integration processes by the Government;

- (d) the Service Provider shall plan implementation timeline, which incorporate various design journeys as well as staging and production environments leading to co-ordinating and conducting the user acceptance test together with the Government, as described in **Schedule C**;
- (e) the Service Provider shall co-ordinate and prepare for migration to the production stage of the Services; and
- (f) the Service Provider shall co-ordinate and conduct the live testing together with the Government for the roll-out implementation.

4.1.3 Integration of Payment Touch Points with eWallet System

The Government shall ensure the Payment Touch-Points to integrate with the eWallet Services as follows:

- (a) to coordinate the System which required for the Service Provider to provide eWallet Services to the Payment Touch-Points;
- (b) to provide necessary assistance to the Service Provider and facilitate the installation and maintenance of necessary equipment and Devices (if need be) to enable the Payment Touch-Points to carry out the transactions by using eWallet Services;
- (c) in the event that the Payment Touch-Points have been relocated, suspended operations, change of domain name, telephone number and other information, the Government and the relevant Payment Touch-Points shall inform the Service Provider by a written notice;
- (d) where there are new Payment Touch-Points, the Government's contact person shall notify the Service Provider of the new Payment Touch-Points;

- (e) to reply to the Service Provider's queries which may arise from time to time during the Contract Period; and
- (f) that any refund made is in compliance with **Schedule F**.

4.2 Service level

4.2.1 The Service Provider shall keep all transaction records and information securely and shall maintain its data processing system in good order and working condition to enable the continuity of the Services.

4.2.2 The Service Provider shall provide and perform the Services in a proper manner and in accordance with the service level described in **Schedule D**.

4.3 Proper functioning of services

4.3.1 The Service Provider shall provide the Government with the industry standard data security and fraud detection services at the commencement of this Agreement and shall update the Government in the event of any changes.

4.3.2 The Service Provider shall inform the Government upon the occurrence of any (unscheduled down time) factor or event, which might affect the Services. The Service Provider shall promptly notify the Government in writing once it has been resolved.

4.4 Reports

The Service Provider shall provide reports either in the form of hardcopy or softcopy, for all the transactions on the Portal, mobile applications or Government's application or over the counter, to the Government in accordance with Clause 8, without any charges to the Government.

4.5 Protection of personal data

The Service Provider shall ensure that all personal data collected, used or disclosed in the course of this Agreement shall be used solely for the purpose for which it was collected unless otherwise agreed to by the owner of the personal data. The Service Provider shall ensure any disclosure of data shall comply with the Personal Data Protection Act 2010 [*Act 709*].

4.6 Changes to the System

- (a) Each Party shall provide prior notice to the other Party of not less than thirty (30) days or any such period as agreed by the Parties, in the event of any changes to the System or any part of the System and/or Payment Touch Points. Upon notification of the changes made, the Service Provider shall assist the Government to perform any test, if required.
- (b) The Service Provider shall ensure the compatibility of the eWallet System upon such changes to the System and/or the Payment Touch Points.

5. Service Charge

- 5.1 The Government shall pay the Service Charge to the Service Provider for the Services in accordance with the charges described in **Schedule E**.
- 5.2 For purpose of payment of Service Charge, the Service Provider shall issue invoice..... (**Note: Parties to agree on the time period**) together with supporting documents to the Government. The Government shall make payment within 14 days from the date of receipt of completed invoice and the relevant supporting documents.

6. Remittance of funds

- 6.1 Notwithstanding any disputed transactions, the Service Provider shall remit the value of each successful transaction to the Main

Collection Account on the following working day from the transaction date (T+1 working day) as follows:

(a) Banks

Transfer Period Money (T+1)	Account
Before 11.00 am	Sub-Collection Account
Before 4.00 pm	Main Collection Account

(b) Non-Banks

Transfer Period Money (T+1)	Account
Before 4.00 pm	Main Collection Account

- 6.2 The Service Provider shall pay penalty to the Government for any late remittance of funds if it is caused or contributed to by any act or omission or negligence of the Service Providers or its employees. The amount of penalty to be paid for each day of delay or any part thereof shall be based on the amount to be remitted multiplied by 18% per annum and the number of days delayed divided by 365 days as follows:

Late Penalty Charge =	Amount to be remitted x Number of days delayed x 18%
	365

7. Underpayment or overpayment by the Service Provider

In the event of any underpayment or overpayment by the Service Provider to the Government in respect of the Services, the Service Provider shall notify the Government in writing explaining the error in the payment by the Service Provider. The Service Provider shall upon receiving the written agreement and acknowledgement by the Government, remit into the Main Collection Account, the amount due to the Government in the case of underpayment and the Government shall reimburse the Service Provider accordingly in the case of overpayment provided always, that the Government shall have received all the payments made by the Public in respect of the products or services of the Government.

8. Reports

The Service Provider shall provide reports in the form, format, method and time/frequency for reporting as agreed between the Parties as specified in Schedule **G** and/or other reports as may be agreed by the Parties, without any charges to the Government.

9. Auditing

9.1 The Service Provider agrees that the authorised representatives of the Government including auditors shall have access to the system and data in respect of the Services for audit purposes.

9.2 The Service Provider shall maintain an adequate audit trail within the system and the Government including auditors shall have access to the audit trail.

9.3 The Service Provider shall at its own cost and expense employ an external auditor to conduct a system, operational and data audit annually and shall submit a copy of the reports to the Government.

9.4 The Service Provider shall not modify or amend the audit trail log and shall maintain the audit trail log for seven (7) years.

10. Claims for disputed transactions

10.1 In the event of any disputed transaction, the Public can lodge a complaint through the respective Payment Touch Points or to the Service Provider.

10.2 Upon receipt of such complaint or where the Service Provider has reason to believe or had discovered that the transaction is fraudulent, the Service Provider shall notify the Government in writing of the disputed transaction.

10.3 Upon notification by the Service Provider, the Government shall investigate the disputed transactions and refund to the appropriate person in accordance with **Schedule F**.

10.4 In the event of fraudulent transaction—

(a) Assistance in investigation

The Government shall, upon the request of the Service Provider provide to the Service Provider within fourteen (14) working days from the date of request, the following information in relation to any investigation arising out of a fraudulent transaction:

- (i) transaction date;
- (ii) time;
- (iii) mode of authorisation; and
- (iv) description of services.

(b) No Liability

The Service Provider acknowledges and agreed that the assistance provided by the Government shall not be considered in any way as an admission of liability on the part of the Government and that the Government shall not be held liable in any way for any loss or damage suffered by the Service Provider resulting from the incidence of fraud.

PART D

OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

11. Obligations

11.1 Obligations of the Service Provider

The Service Provider shall perform the Services:

- (a) by exercising professional judgement and practice requisite skill and using qualified and experienced personnel;
- (b) with due care, diligence and efficiency;

- (c) in accordance with sound principles and best practices in the communication, management and information technology industry;
 - (d) in such manner as shall always safeguard and protect the Government's interests and with all necessary and proper steps taken to prevent abuse or uneconomical or inefficient use of facilities or resources made available to the Service Provider; and
 - (e) in accordance with the provisions of this Agreement.
- 11.2 Notwithstanding the other provisions in this Agreement, the Service Provider shall provide detailed reports of the transactions and make available information/ documentation and provide reasonable access and support to the Government and its personnel throughout the Contract Period.
- 11.3 The Service Provider shall notify the Government in writing any guidelines, procedure or such other updates as provided by the Service Provider, from time to time during the term of this Agreement.
- 11.4 The Service Provider shall be responsible in relation to all customer service, support, disputes by the Public as well as to diligently and promptly attend any queries from the Government and/or the Public relation to the Service.

12. Representations and warranties

- 12.1 The Service Provider represents and warrants to the Government that—
- (a) it is a corporation validly existing under the laws of Malaysia;
 - (b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and to carry on its obligations as contemplated by this Agreement;

- (c) it has taken all necessary corporate actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
- (d) as at the execution date of this Agreement, neither the execution nor performance by it of this Agreement nor any transactions contemplated by this Agreement will violate in any respect any provision of—
 - (i) its Constitution/ Memorandum and Articles of Association; or
 - (ii) any other document or agreement which is binding upon it or its assets;
- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (f) this Agreement constitutes a legal, valid and binding obligation of the Service Provider and is enforceable in accordance with its terms and conditions;
- (g) it has necessary financial and technical capability to undertake the Services;
- (h) it is a Company registered at all times with the Ministry of Finance unless exempted in writing by the Government;
- (i) no corruption, unlawful or illegal activities or practices or act of bid rigging have been used for the purpose of securing the right to perform this Agreement,

and the Service Provider acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

- 12.2 The Service Provider further represents and warrants to the Government that the representations and warranties set out in Clause 12.1 above shall remain true and correct in all material respects throughout the duration of this Agreement save and except Clause 12.1(e).

PART E

LIABILITY AND INDEMNITY

13. Indemnity

13.1 Indemnity against infringement

The Service Provider shall, at its own costs and expense, fully and continue to indemnify the Government against all claims, demands, liabilities and costs incurred by the Government if the Services, or any part thereof, infringes the copyright, trade secrets, patent and trademarks and other intellectual property rights of any third party provided that such infringement—

- (a) is not caused by the acts of the Government other than the normal use of the Services; or
- (b) relates to any System procured by the Service Provider for the purposes of this Agreement.

13.2 Notice of claim or demand

The Government shall inform the Service Provider in writing of any such claim or demand that is made against the Government and the Service Provider in such event, shall defend/and or make settlements any of such claim or demand thereof at its own costs and expense.

13.3 The Service Provider's obligations

- (a) If at any time an allegation of infringement of a third party's rights is made, or in the Service Provider's opinion is likely to be made, in respect of any part used for the purpose of the

Services, the Service Provider shall at its own costs and expense:

- (i) obtain for the Government the right to continue using such part; or
 - (ii) modify or replace the part (without detracting from the functionality specified under or pursuant to this Agreement and without affecting the performance of the works as a whole) so as to avoid infringement and in consequence thereof, provide the relevant training for usage of such modification or replacement (if necessary); and
- (b) the Government agrees that it shall provide the Service Provider with all reasonable assistance (other than financial assistance) required to exercise such options.

13.4 Liquidated and ascertained damages

If the Service Provider fails to comply with any of its obligation which results in the unavailability of the Services to the Government, the Service Provider shall pay the Government liquidated ascertained damages (LAD) in accordance with the method of calculation described in **Schedule D**.

14. Other indemnity

14.1 Other indemnity

The Service Provider shall be liable for and shall indemnify and keep the Government fully indemnified from and against—

- (a) any demand, action, damage, expense, liability, loss, claim, suits or proceedings whatsoever arising under any law of Malaysia in respect of an accident, damage, injury or death to any person including defamation, libel and slander or in

respect of injury or damage of any kind to any property real or personal by reason of the carrying out of this Agreement; or

- (b) any direct damage to the Government and/or the Government's property, to the extent that the same is occasioned by (i) defects in any aspect of the Services and/or (ii) the gross negligent acts or omissions of the Service Provider, its agents and their respective employees committed in the course of their respective engagements or employment, and shall hold the Government harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting therefrom.

14.2 Liability upon expiry or earlier termination

The expiry or earlier termination of this Agreement shall not affect the liability of the Service Provider for any of its acts or omissions during the Contract Period and the Government shall be kept indemnified and held harmless in respect of any claim arising therefrom.

14.3 Notification

The Government shall inform the Service Provider in writing of any claim or proceedings or anticipated claim or proceedings against it in respect of the matters covered by this Clause as soon as practicable after it becomes aware of such claim or proceedings.

PART F

TERMINATION AGREEMENT

15. Termination by the Government

15.1 Default by the Service Provider

In the event the Service Provider without reasonable cause—

- (a) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;
- (b) fails to provide the Services and/or execute the Agreement in accordance with terms herein or persistently neglects to carry out its obligations under this Agreement;
- (c) defaults in performing its obligations under this Agreement; or
- (d) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then the Government shall give notice in writing to the Service Provider specifying the default and requiring the Service Provider to remedy such default within thirty (30) days after the date of the notice. If the Service Provider fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect to the Service Provider.

15.2 Events of default

If at any time during the Contract Period—

- (a) an order is made or a resolution is passed for the winding-up of the Service Provider, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;
- (b) the Service Provider goes into liquidation or a receiver is appointed over the assets of the Service Provider or the Service Provider makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or
- (c) execution is levied against a substantial portion of the Service Provider's assets, unless it has instituted proceedings in good faith to set aside such execution,

then the Government shall have the right to terminate this Agreement forthwith by giving a notice to that effect.

15.3 Consequences of termination by the Government

- (a) Upon termination of this Agreement under Clause 15.1 or 15.2 the powers and rights granted by the Government to the Service Provider and the obligations in this Agreement shall terminate immediately;
- (b) the Service Provider shall—
 - (i) pay all monies due and payable to the Government as at the date of termination of the Agreement and which have not been paid under this Agreement;
 - (ii) forthwith cease all Services;
 - (iii) forthwith remove all Devices/ any other hardware and terminate all access to the eWallet System;
 - (iv) terminate all third party contracts entered into by the Service Provider in respect this Agreement; and
 - (v) submit to the Government the detailed reports of the last status of the Services rendered and any payments which has become due and owing from the Government prior to the termination, for verification and approval by the Government.
- (c) the Government shall—
 - (i) pay all monies due and payable to the Service Provider as at the date of termination of the Agreement and which have not been paid under this Agreement;
 - (ii) return all the Devices/ any other hardware;

- (iii) be entitled to claim against the Service Provider for all losses and damages suffered (if any) as a result of the termination of this Agreement; and
- (iv) be entitled to appoint a third party to perform this Agreement and the Service Provider shall pay to the Government all costs and expenses incurred by the Government as a result of this appointment as damages.

PROVIDED THAT the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

Termination by the Service Provider

15.4 Default by the Government

- (a) If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Service Provider's obligations under this Agreement, then the Service Provider may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties.
- (b) If the Government fails to remedy the relevant default within such period or such other extended period, the Service Provider shall be entitled to terminate this Agreement at any time by giving notice to that effect.

15.5 Consequences of termination by the Service Provider

- (a) Upon such termination—

- (i) the Government shall pay the Service Provider all monies due and payable to the Service Provider as at the date of the termination of this Agreement which have not been paid (if any) under this Agreement;
- (ii) the Government shall return all the Devices and/or any other hardware; and
- (iii) the Service Provider shall cease to carry out the obligations under this Agreement;

15.6 Full and final settlement

For the avoidance of doubt, the Parties hereby agree that the Service Provider shall not be entitled to claim any compensation, costs, expenses and losses including loss of profits, damages, claims or whatsoever other than those stipulated in subclause 15.3

(a) (i) [*Effect of termination by the Government*]. The Parties further agree that the payment made by the Government under subclause 15.5 (a)(i) [*Effect of termination by the Service Provider*] shall constitute as full and final settlement between the Parties.

16. Termination on national interest, national security, government policy or public policy

16.1 Event of termination

Notwithstanding any provision in this Agreement, the Government may, at any time during the validity of this Agreement, terminate this Agreement by giving not less than thirty (30) days' written notice to that effect to the Service Provider if the Government considers that such termination is necessary for national interest, in the interest of national security, or for the purpose of the Government policy or public policy. For the purpose of this Clause, the determination of what constitutes "national interest", "national security", "Government policy" or "public policy" shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

16.2 Consequence of termination

16.2.1 In the event the Government terminate this Agreement pursuant to clause 16.1, the effect in clause 15.5 [*Effect of termination by the Service Provider*] shall be applicable.

16.2.2 The Parties hereby agree that the Service Provider shall not be entitled to claim any costs, expenses and losses including loss of profit, damages or compensation other than stipulated in clause 15.5 [*Effect of termination by the Service Provider*]. The Parties further agree that the payment made by the Government under clause 15.5(a)(i) [*Effect of termination by the Service Provider*] shall constitute as a full and final settlement between the Parties.

17. Termination on corruption, unlawful activities, illegal activities or bid rigging

- (a) Without prejudice to any other rights of the Government, if the Service Provider, its personnel, servants or employees is or are convicted by a court of law for corruption or unlawful or illegal activities or was found to be liable for an infringement of a prohibition from performing an act of bid rigging under the Competition Act 2010 [Act 712], in relation to this Agreement or any other agreement that the Service Provider may have with the Government, the Government shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the Service Provider.
- (b) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.
- (c) For the avoidance of doubt, the Parties hereby agree that the Service Provider shall not be entitled to any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement.

- (d) If this Agreement is terminated by virtue of Clause 17, the effect in Clause 15.3 [*Effect of termination by the Government*] shall be applicable.

18. Force Majeure

18.1 Events of Force Majeure

Neither the Government nor the Service Provider shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of *Force Majeure*. An "Event of *Force Majeure*" shall mean an event, not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall mean—

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or acts of terrorism;
- (b) ionizing, radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, fire, explosion, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods, subsidence and subterranean spontaneous combustion or any operation of the force of nature, lightning and exceptionally inclement weather;
- (e) riot, commotion and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Service Provider or their contractors or the Government which causes, or can reasonably be expected to cause any party to fail to comply with its obligations;

- (f) pandemic or epidemic; or
- (g) any other unforeseeable event which fulfils the criteria as set forth below:
 - (i) beyond the reasonable control of the Party affected by such event, circumstance or combination of events or circumstances;
 - (ii) which was not foreseeable or, if foreseeable, could not have been prevented or avoided or overcome by the affected Party having taken all reasonable precautions and due care;
 - (iii) which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Agreement; and
 - (iv) which is not the direct result of a breach by the affected Party of its obligations under this Agreement,

PROVIDED THAT an Event of *Force Majeure* shall not include economic downturn, non-availability of or insufficient of funds or lack of financing on the part of the Service Provider to perform its obligations under this Agreement.

- 18.2 If any Event of *Force Majeure* occurs which renders a Party unable to perform or fulfil any of its obligations under this Agreement (or any part thereof), the Party so affected shall immediately notify the other Party in writing of the occurrence of such Event of *Force Majeure* by giving full details thereof and the consequences thereof.
- 18.3 If any Event of *Force Majeure* has occurred and either Party reasonably considers such Event of *Force Majeure* applicable to be of such severity or to be continuing for a period of time that effectively frustrates the original intention of this Agreement, then the Parties may agree that this Agreement may be terminated upon mutual agreement of the Parties.

- 18.4 Upon such termination pursuant to Clause 18.3, all rights and obligations of the Parties under this Agreement shall forthwith terminate and neither Party shall have any claim against the other Party and/or be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of *Force Majeure*.

PART G

DISPUTE RESOLUTION

19. Dispute Resolution Committee

- 19.1 Any matter, dispute or claim between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its discretion under clause 16 [*termination on national interest, national security, government policy or public policy*] and clause 17 [*termination on corruption, illegal activities or unlawful activities*]) shall be resolved amicably by the Parties.
- 19.2 If the matter, dispute or claim cannot be resolved amicably by the Parties, the matter, dispute or claim shall be referred to a dispute resolution committee (hereinafter referred to as "the Dispute Resolution Committee") comprising—
- (a) Secretary General / the Director General or any officer appointed by him as the Chairman;
 - (b) ... (...) representatives to be appointed by the Government; and
 - (c) one (1) representative to be appointed by the Company.
- 19.3 The Dispute Resolution Committee may appoint an independent expert in the relevant field or an independent expert in each of the relevant fields (if there is more than one (1) field) to advise it on any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.
- 19.4 The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and

endeavour to achieve an amicable settlement between the Parties in respect of any matter referred to it.

19.5 Any agreement reached by the Parties pursuant to the reference to the Dispute Resolution Committee is final and shall be binding on the Parties.

19.6 If any matter, dispute or claim which is referred to the Dispute Resolution Committee cannot be agreed by the Parties thirty (30) days after the date of referral, either Party may refer that matter, dispute or claim to Arbitration pursuant to Clause [...] (*Arbitration*).

20. Arbitration

20.1 Submission

If any matter, dispute or claim cannot be settled amicably by the Parties hereto within thirty (30) days after the same have been referred to the Dispute Resolution Committee, then the matter, dispute or claim may be referred by either Party to an arbitrator to be agreed between the Parties, or failing agreement, to be nominated on the application of any Party by the Director of the Asian International Arbitration Centre (Malaysia) ("AIAC") and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005 [*Act 646*].

20.2 Venue and rules

The arbitration proceedings shall be held at the AIAC using the arbitration rules of the AIAC and utilizing the facilities and system available at that centre.

20.3 Language of Proceedings

The arbitration proceedings shall be conducted in the English language and/or Bahasa Melayu.

20.4 Costs

Each Party shall bear its own costs of the arbitration proceedings.

20.5 Decision and award binding

The decision and award of the arbitrator shall be final and binding on the Parties.

20.6 Continuity

The reference to any matter, dispute or claim to arbitration pursuant to this Clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

PART H

MISCELLANEOUS PROVISIONS

21. Confidentiality

21.1 Except with the prior written consent of the Government, the Service Provider and its personnel, servants, agents or employees shall not at any time communicate to any person or body or entity, any confidential information disclosed to him for the purpose of the provision of the Services or discovered by him in the course of the provision and performance of the Services, nor shall the Service Provider or its personnel, servants, agents or employees make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Services, nor shall the Service Provider or its personnel, servants, agents or employees make or cause to be made any press statement or otherwise relating to the Services nor publish or cause to be published any material whatsoever relating to the Services.

21.2 This Clause survives the early termination or expiry of this Agreement.

22. Intellectual property rights

- 22.1 Any intellectual property rights arising out of design, plans, calculations, Source Code, drawings, developed or used for or incorporated to the eWallet System shall vest in and become the sole property of the Government free and clear of all liens, claims and encumbrances six (6) months before the expiry of the Contract Period or at any time determined by the Government. The Service Provider shall not during or at any time after the completion of the eWallet System Development or after the expiry or termination of this Agreement, in any way, question or dispute the ownership of the Intellectual Property Rights by the Government.
- 22.2 All reports, certification and materials produced by the Government, pursuant to this Agreement and the proprietary rights in those reports, certification and materials shall belong to the Government except for those materials belonging to the Service Provider and which was used by the Service Provider in the performance of this Agreement.
- 22.3 The Service Provider shall at its own cost and expense defend and fully indemnify the Government from and against all claims, costs, damages, charges and proceedings whatsoever for or on account of infringement of any Intellectual Property Rights in respect of any design, plans, calculations, Source Code, drawings, documents, plant, equipment, machinery, material, methods or processes developed or used for or incorporated to the eWallet System except where such infringement results from compliance with the Government's instructions in accordance with this Agreement.
- 22.4 If the use or possession by the Government of eWallet System leads to any infringement, the Service Provider shall at its own cost and expense obtain the right for the Government to continue the use and possession of eWallet System or the Source Code or modify or replace eWallet System or the Source Code in order to avoid such infringement (in such an event, the Service Provider shall bear the cost suffered or incurred due to the modification or replacement).

- 22.5 If alternative measures in relation to the above clauses are not able to be met for some reason whatsoever, the Service Provider shall remove the infringing part of eWallet System or any part thereof from Payment Touch-Points and shall compensate the Government the purchase price of eWallet System subject to verification by the Government.
- 22.6 The Government has the right to impose liquidated ascertained damages to the Service Provider if fails to surrender the Source Code within the time stipulated in subclause 22.1 and the liquidated ascertained damages shall be calculated in accordance with subclause 13.4 of this Agreement.

23. Notices

- (a) Any notice, approval, consent, request, requirement, permission or other communications required, authorized, permitted or contemplated to be given or made under this Agreement shall be in writing in *Bahasa Melayu* or the English language and delivered by registered post or by personal service to the address, transmitted to the facsimile number or to the email address of the Parties, as the case may be, specified below or to such other address, facsimile number or e-mail address as either Party may have notified the sender. The proof of service of the same shall be deemed to be duly given or made:
- (i) in the case of delivery by registered post, on the third day it is posted to such address;
 - (ii) in the case of delivery in person, when delivered to the recipient at such address and an acknowledgement of receipt obtained;
 - (iii) in the case of facsimile transmission, when the recipient's facsimile number is shown on the sender's print-out for the transmission regarding the date, time and transmission of all pages; or

- (iv) in the case of e-mail, when it is transmitted without any error message.

To the Government:

Address: [■]

Telephone No. : [■]

Fax No.: [■]

Email Address. : [■]

Attention:

To the Service Provider:

Address : [■]

Telephone No. : [■]

Fax No.: [■]

Email Address. : [■]

Attention: [■]

- (b) It shall be the duty of the Parties, to notify the other, if there is a change of address, facsimile number or e-mail address by giving a written notice within fourteen (14) days from the change.
- (c) For the avoidance of doubt, the mode of delivery of notice stipulated in the Clause herein shall not apply to notices required to be given under any applicable laws relating to this Agreement.

24. No agency and no partnership

24.1 No agency

The Service Provider shall not hold itself out to be the principal or agent of the Government for any purpose and under no circumstances shall any action of the Service Provider shall bind the Government.

24.2 No partnership

Nothing contained in this Agreement shall be construed as creating or be deemed to imply a partnership between the Government and the Service Provider.

25. Amendment

No modification or amendment or waiver of any of the provisions of this Agreement shall be effective or binding unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties. The provisions in respect of such amendment or modification thereof shall be supplemental to and be read as integral part of this Agreement which shall remain in full force and effect as between both Parties.

26. Waiver

Failure by either Party to enforce, at any time, any provision of this Agreement shall not be construed as a waiver of its right to enforce the breach of such provision or any other provision in this Agreement or as a waiver of any continuing, succeeding or subsequent breach of that provision or other provision of this Agreement. Any waiver made under this Agreement shall only be valid if it is made in writing.

27. Severability

If any provision of this Agreement is held to be illegal or is invalid under any laws or regulations effective and applicable during the term of this Agreement such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised as part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

28. Set off

28.1 The Government reserves the right to deduct any money payable to the Company in accordance with the provisions of this Agreement from any money the Company owes to the Government. If the money owed by the Company to the Government is insufficient to cover the Government's claim, the Government may demand the balance of the money from the Company in writing and the Company shall make payment no later than thirty (30) days after the notice of demand.

28.2 If the Company fails to make payment after the expiry of the period as stated in Clause 1 above or any other period agreed by the Government, then the Government may take any legal action at any time without giving prior notice to the Company.

29. Laws applicable

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties shall submit to the exclusive jurisdiction of the courts of Malaysia.

30. Compliance with the laws

The Service Provider shall comply with all applicable laws and with all directions, orders, requirements and instructions given to the Service Provider by any authority competent to do so under any applicable law in Malaysia.

31. Assignment or novation

The Service Provider shall not, without the Government's prior written consent, assign its rights and benefits or novate to a third party all or any of the rights, benefits, obligations and liability of this Agreement.

32. Successors bound

This Agreement shall be binding upon each of the Parties hereto and their respective successors in title and permitted assigns.

33. Advertisement

No advertisement in respect of this Agreement shall be published by the Company/ Contractor or with the Company/ Contractor's authority in the newspaper, magazine or in any form of advertisement without prior written approval of the Government.

34. Further assurances

The Parties shall at all times and from time to time do all such further acts and execute all such further deeds, documents and instruments as may be necessary or desirable in order to give full effect to carry out the terms and conditions of this Agreement.

35. Cost and stamp duty

The Parties shall bear at its own any cost (including legal cost) relating to the preparation and execution of this Agreement, except the stamp duty of this Agreement which shall be borne in accordance with the Stamp Act 1949 [Act 378].

36. Time

Time whenever mentioned shall be of the essence in this Agreement.

37. Entire agreement

This Agreement contains the entire agreement and understanding between the Parties with respect to the Service and matters related to it and supersedes all previous agreements, contracts, representations, consents, negotiation letters, understandings, terms and conditions prior to the effective date of this Agreement, directly or indirectly, between the Parties against or related to the Service or matters related to it in this Agreement.

(The space below is intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year herein before appearing.

Signed for and on behalf of)

THE GOVERNMENT OF MALAYSIA).....

In the presence of:)

).....

Signed by for and on behalf of)

Service Provider).....

In the presence of:)

).....

SCHEDULE A: TRANSACTION FLOW

The Transaction flows for the following Payment Touch-Points are as follows:

[will insert upon finalisation by the relevant stakeholders]

[insert diagrams for:

- a) over the counter/offline;
- b) Government Portal; and
- c) Government/eWallet Apps.]

Service Provider will come up with the manner on transaction flow for each method counter, portal or apps

[Remainder of page intentionally left blank]

SCHEDULE B: SERVICES

SCHEDULE C: USER ACCEPTANCE TESTS

Each of the Payment Touch-Point shall have the following User-Journeys:

- (i) [to be inserted upon finalisation by the relevant stakeholders]**

[Remainder of page intentionally left blank]

SCHEDULE D: SERVICE LEVEL

OBJECTIVE

The purpose of this Schedule is to set out the standard measures and performance level in respect of the Services.

1. Operating requirements

1.1 Service Availability

1.1.1 Counter

XXXXX (XX) hours, XXX (X) days a week

1.1.2 Government Portal, Government Application dan eWallet Application

Twenty-four (24) hours, seven (7) days a week

1.2 System Availability

The monthly minimum percentage of the system availability up to the Service Delivery Point, excluding the Scheduled Downtime prescribed under item 1.3 below is Ninety eight percent (98%).

1.3 Scheduled Downtime Management.

eWallet System - Maximum of four (4) hours per calendar month.

Scheduled downtime shall be informed to the Government seven days in advanced.

1.4 Problem Resolution

All rectification required shall be attended within four (4) hours and resolved in accordance to the problem severity.

2. Government Experience Support

The Service Provider shall provide a merchant experience support/ counter support from 9.00 a.m. to 9.00 p.m., Monday to Sunday to attend to any queries by the Government.

All rectification required shall be attended resolved in accordance to severity of the problem. The Government shall name a contact person at every department and agency as a point of contact to reach out to the Service Provider.

3. Government Dispute Management/ Resolution Objective

The Service Provider shall provide the Government with disputemanagement support from 9.00 am to 9.00 pm, Monday to Friday to attend to any disputes which may be raised by the Customer.

4. Disaster Recovery Facilities

The Service Provider shall provide disaster recovery facilities in accordance with the disaster recovery plan as provided by the Service Provider.

5. Liquidated Ascertain Damages

5.1 Counter

Operational hours is from 7.30 a.m. to 6.00 p.m., 5 days a week

Calculation based on following;

- 10.5 hours x 22 days (maximum days) = 231 hours
- Minus 4 hours scheduled downtime = 227 hours
- 98% of 227 hours is equivalent to 222 hours
- Should the level of uptime for the Services in a particular month is less than 227 hours, the calculation for compensation is as follows:

Hours	Quantum per an hour downtime	LAD
2 hours downtime for the month	RM20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day downtime

5.2 Government Portal, Government Application dan eWallet Application

Operational hours is 24 hours, 7 days a week.

Calculation based on following;

- 24 hours x 30 days = 720 hours
- Minus 4 hours scheduled downtime = 716 hours
- 98% of 716 hours is equivalent to 702 hours
- Should the level of uptime for the Services in a particular month is less than 702 hours, the calculation for compensation is as follows:

Hours	Quantum per an hour downtime	LAD
2 hours downtime for the month	RM20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day downtime

[Remainder of page intentionally left blank]

SCHEDULE E: SERVICE CHARGE**Service Charge Rate**

As agreed between the Parties, the Service Provider shall be entitled to charge the **Service Charge** for processing of eWallet transactions and the **Service Charge** agreed is as follows:

Payment Touch Points	Service Charge per transaction
a) Over the counter; b) Through a mobile application or / and Government App; and c) on Government website	Not exceeding 0.5% of the transacted value

[Remainder of page intentionally left blank]

SCHEDULE F: REFUND**Refund**

1. The Government shall refund for the situations as follows:
 - (a) The counter entered wrong amount to be paid by the customer;
 - (b) The customer entered a wrong amount to be paid to the Government;
 - (c) Double payment made by the customer to the Government;
 - (d) Wrong dynamic QR code had been generated.
2. Each of the Refund process will be made accordingly to the Payment Touch-Points as follows:
 - (a) Refund of transactions at the counter is only permitted through void process at the POS Terminal before the settlement process function is implemented;
 - (b) Refund through a mobile application or / and Government App (also called as in-app channel) or online via the Portal is permitted after the settlement function is made which is the amount paid has been transferred to the Main Collection Account, the refund process must comply with Garis Panduan Pengurusan Pulangan Balik Hasil;
 - (c) Refund for payment made via the eWallet as follows
 - (i) on the same Transaction Day, the Government shall take necessary steps to void/ cancel the transaction through the relevant feature available on eWallet and make sure that such cancellation is relayed to the Service Provider on the same day. The refund process among others are as follows:
 - (A) Choose void transaction
 - (B) Enter PIN number
 - (C) Choose, check and cancel invoice number
 - (D) Print and keep statement
 - or;
 - (ii) after the Transaction Day, the refund shall be made in accordance with Garis Panduan Pengurusan Pulang Balik Hasil.

SCHEDULE G: REPORTS

The Service Provider will provide the Daily Settlement Report and Reconciliation Report with the following minimum information:

- (a) Transaction reference number / transaction ID
- (b) Amount
- (c) Date and Time
- (d) Terminal ID / Counter ID
- (e) Merchant ID / Merchant Name

[remainder of page intentionally left blank]

LAMPIRAN C

LAMPIRAN C

AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

BANK.....

(Company No: **XXXXXXXX**)

PAYMENT GATEWAY PROVIDER AGREEMENT

DATED

DAY OF

YEAR

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THIS AGREEMENT is made on the day of (Month/Year)

BETWEEN

The GOVERNMENT OF MALAYSIA, who for the purpose of this Agreement is represented by (name of Agency) having its address at.....(**“the Government”**) of the one part;

AND

BANK.....(Co. No. **XXXXXX**), a company duly incorporated in Malaysia under the Companies Act 2016 [Act 777] and having its registered office at the (**address**)(**“the Bank”**) of the other part,

(both hereinafter singularly referred to as **“the Party”** and collectively as **“the Parties”**).

WHEREAS-

- A. The Government is the owner of(name of the portal) portal (**“the Portal”**) which provides online services to the Public.
- B. The Government is desirous of enabling the Public to make online payment for the services provided via the Portal.
- C. Pursuant to an Agreement dated 1st February 2005 between the Bank and MasterCard International Inc., the Bank is duly licensed to provide payment facilities via Credit Card through the MasterCard Internet Gateway Service (MIGS) Processing Services (**“MPS”**).
- D. Pursuant to an Agreement dated 15th October 2004 between the Bank and FPX Gateway Sdn. Bhd., the Bank has subscribed to the Financial Process Exchange facility which authorizes the Bank to provide payment facilities via direct debit of customers’ accounts (**“FPX”**).
- E. The Government had, via a letter of appointment dated..... agreed to appoint the Bank to provide the MPS and FPX (**“the Services”**) to the Government in respect of its online services and the Bank has agreed to do so on the terms and conditions as hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

PART A

GENERAL

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless this Agreement otherwise requires, the following definitions shall apply in this Agreement:

- "Bank Account" - means any savings or current account or any other accounts of the Public with the Bank or any Participating Financial Institution;
- "Credit Card" - means a validly issued and unexpired MasterCard and VISA cards bearing distinctive service marks, designs and styles as may from time to time be determined and issued by the Issuer and shall where the context so permits include any one or more or all the aforesaid cards;
- "Commission" - means the amount chargeable by the Bank to the Government at the agreed rate, as stipulated under Clause 5;
- "Financial Process Exchange ("FPX")" - means an internet-based online payment gateway system which facilitates payment via direct debit of the Public's Bank Account;
- "Main Collection Account" - means a collection account maintained at the main bank of the Accounting Office, where all government collection is credited. For the purpose of this Agreement, Accounting Office shall mean Accountant General's Office at state level including

Sabah and Sarawak branches, Accounts Division in the Ministries and the State Treasury Office.

- "MasterCard Processing Services ("MPS")" - means an internet-based online payment gateway system which facilitates payment via Credit Card of the Public;
- "Participating Financial Institution" - means an internet-based online payment gateway system which facilitates payment via Credit Card of the Public;
- "Issuer" - means any bank or financial institution or other organisations who are members of MasterCard International and VISA International and who are authorised to issue Credit Card; means an incorporated financial institution licensed under the Financial Services Act 2013 [Act 758] or the Islamic Financial Services Act 2013 [Act 759] or any other written law, who participates in the FPX;
- "Portal" - means the Government interactive website of the where the Public can subscribe online products and/or services provided by the Government; and where the Bank provides the Services in accordance with this Agreement;
- "Public" - means an individual or a business or an organization subscribing the online products and/or services provided by the Government;
- "Services" - means the payment processing system service via the MPX and FPX payment gateway provided by the Bank to the Government in accordance with this Agreement;

- “Service Delivery Point” - means the telecommunications point to which the Government’s portal connects to access the MPS and FPX;
- “Sub-Collection Account” - means a collection account maintained at any appointed bank, as payment gateway provider, where all monies collected electronically by the Government is credited and transferred to the Main Collection Account.

1.2 Interpretation

- (a) The Recitals, Schedules hereto and any documents therein referred to shall be taken, read and construed as an essential and integral part of this Agreement provided however that in the event of any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply:
- (i) the Clauses; and
 - (ii) the Schedules
- (b) Reference to Recitals, Clauses and Schedules are to be construed as references to Recitals, Clauses and Schedules of this Agreement, unless otherwise provided herein.
- (c) All references to provisions of statutes include such provisions as amended, modified or re-enacted.
- (d) The words “law” and “laws” mean any present or future law and any constitution, decree, judgment, legislation, order, ordinance, statute, treaty, directive, by-law, rule or regulation as amended from time to time.
- (e) Words applicable to natural persons shall also apply to any body of persons, companies, corporation, firm or partnership incorporated or unincorporated.

- (f) The expression "this Agreement" or any similar expression shall comprise the Recitals, Clauses and Schedules of this Agreement and include any supplemental written agreement thereto as may be executed and be in force from time to time or any time.
- (g) Words importing any gender shall include any other gender.
- (h) Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1 hereof.
- (i) The heading and sub-headings to the Clauses of this Agreement are for convenience of reference only and shall not affect the interpretation and construction thereof.
- (j) Where any word or expression is defined in this Agreement, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.
- (k) For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period or from a specified date, the period is inclusive of and time begins to run from the date so specified.
- (l) Wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression "or any other period agreed in writing between the Parties from time to time".
- (m) Any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession in Malaysia.
- (n) Any reference to a "working day" is to a day other than a Saturday, Sunday (except for States where Saturday and Sunday are working days, such reference excludes a Thursday and Friday) and any other day which is declared by the Government of Malaysia as a public holiday and any reference to a "day", "week", "month" or "year" is to

that day, week, month or year in accordance with the Gregorian calendar.

- (o) Any reference to "normal business hours" in relation to the Government shall mean the hours between 7.30 a.m. to 5.30 p.m. from Monday to Friday.
- (p) Any reference to "writing" or cognate expressions, include any communication effected by telex, cable, facsimile transmission, electronic mail or other comparable means.

1.3 Entire agreement

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written.

2. CONTRACT PERIOD

- 2.1** This Agreement shall be valid for a period of twenty four (24) months ("the Contract Period") commencing from ("the Effective Date") to ("the Contract Expiry Date").

2.2 Extension of Contract Period

The Bank may apply to the Government in writing for an extension of the Contract Period not less than three (3) months prior to the Contract Expiry Date if it intends to extend the Contract Period. The Government shall have the absolute discretion whether or not to consider such application. If such application is considered, the Parties may, as soon as reasonably practicable after the receipt of such application by the Government, negotiate the terms and conditions of such extension not later than one (1) month prior to the Contract Expiry Date. If the Parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.

(The space below is intentionally left blank)

PART B

SCOPE OF SERVICES

3. SCOPE OF SERVICES

3.1 Mode of Services

The Bank shall provide the Services to the Government in the following manner:

- (a) allows the Public to make payment in the manner described in clauses **3.2** and **3.3** for the products or services traded or transacted by Public via the Portal;
- (b) ensures that all payments made by the Public to the Government for the online products or services traded or transacted via the Portal are credited into the accounts of the Government in accordance with this Agreement; and
- (c) ensures that all online payments made by the Public via FPX and MPS are secured.

3.2 FPX

- (a) The Bank shall, via the FPX services, enable the Public to make payment for the products or services offered by the Government via the Portal, by way of direct debit from their respective Bank Accounts;
- (b) The Bank shall assure the Government of payment for all successful transactions and shall not repudiate any such payment made via the FPX services;
- (c) The Bank shall at its own costs, obtain and renew the MSC Trustgate certificate for FPX for the use of the Government; and
- (d) The transaction flow of the FPX services is as described in **Schedules A1 and A2.**

3.3 MPS

- (a) The Bank shall, via MPS, enable the Public to make payment for the products or services offered by the Government via the Portal, by way of Credit Card;
- (b) The Bank shall ensure full automation of authentication or payment in accordance with Visa/MasterCard rules;
- (c) The Bank shall at its own costs, pay the annual subscription fee for the MPS services; and
- (d) The transaction flow of the MPS is as described in **Schedules B1 and B2**.

(The space below is intentionally left blank)

PART C

IMPLEMENTATION

4. IMPLEMENTATION OF SERVICES

4.1 Implementation requirements

The Parties agree to implement the Services in the following manner:

4.1.1 Registration

- (a) The Bank shall provide the registration form to the Government to register for access to the gateway server of the Services payment systems; and
- (b) The Government shall complete the registration form for the Services and submit the same to the Bank together with a photocopy of the identification card of the Government's contact persons.

4.1.2 Installation and Integration

- (a) Upon the successful registration by the Government, the Bank shall, at its own costs, provide the Government with an implementation kit which consists of software plug-in and manual guide;
- (b) Upon receiving the implementation kit from the Bank, the Government shall install and integrate the MPS and FPX software plug-in at the Portal, configure the integration and connect to the MPS and FPX payment gateway systems as referred to in the manual guide provided by the Bank;
- (c) The Bank shall provide the sample coding and respond to the Government's inquiries during the installation and integration processes by the Government;

- (d) The Bank shall co-ordinate and conduct the user acceptance test (“UAT”) together with the Government, as more described in **Schedule C**;
- (e) The Bank shall co-ordinate and prepare for migration to the production stage of the Services;
- (f) The Bank shall obtain the sign-off document from the Government for the purposes of the production of the Services and provide the production plug-in to the Government for installation and integration; and
- (g) The Bank shall co-ordinate and conduct the live testing together with the Government for the roll-out implementation.

4.2 Service Level

- 4.2.1 The Bank shall store all transaction records and information securely and shall maintain its data processing system in good order and working condition to enable the continuity of the Services.
- 4.2.2 The Bank shall provide and perform the Services in a proper manner and in accordance with the Service Level Term as described in **Schedule D**.

4.3 Proper Functioning Of Services

- 4.3.1 The Bank shall provide the Government with the online administration tool for MPS to enable the Government to perform administration function and/or for reconciliation purpose.
- 4.3.2 The Bank shall provide the industry standard data security and fraud detection services which will be notified to the Government at the commencement of this Agreement and shall update the Government in the event of any change.
- 4.3.3 The Bank shall inform the Government upon the occurrence of any (unscheduled down time) factor or event, which might affect the Services and shall update the Government once the factor or event is no longer occurring.

4.4 Remittance of funds

The Bank shall remit the value of successful transactions to the collection account of the Government in accordance with Clause 6 of this Agreement.

4.5 Reports

The Bank shall provide, without any charge, reports either in the form of hardcopy or softcopy, for all the transactions on the Portal, to the Government in accordance with Clause 8.

4.6 Protection of Personal Data

The Bank shall ensure that all personal data collected, used or disclosed in the course of this Agreement shall be used solely for the purpose for which it was collected unless otherwise agreed to by the owner of the personal data.

4.7 Changes to the software or hardware

Each Party shall provide prior notice to the other, of not less than thirty (30) days or any such period as agreed by the Parties in the event of any changes to the software and/or hardware or any part of the system relating to the MPS and/or FPX and/or the Government's Portal. Upon notification of the changes made, the Bank shall assist the Government to perform any test, if required.

5. COMMISSION CHARGEABLE

5.1 The Government shall pay commission to the Bank for the Services in accordance with the charges described in **Schedule E**.

5.2 Payment for Commission is subject to arrangement between the Government and the bank. The bank may issue invoice

(Note: Parties to agree on the time period) to the Government in which the claimed amount of the commission are to be stated in detail. The Government shall make payment within 14 days from the date of receipt of completed invoice and other supporting documents.

5.3 Notwithstanding the above, the Parties hereby agree that the commission chargeable may be revised at any time by the Bank subject to the prior written consent of the Government.

6. REMITTANCE OF FUNDS

6.1 Notwithstanding any disputed transactions, the Bank shall remit the value of each successful transaction to the designated bank account of the Government with the Bank (“the Sub-Collection Account”) as follows:

(a) MPS

- (i) The settlement cut-off time will be at 10.30 p.m daily. Any transaction after 10.30 p.m. will be included in the next settlement day; and
- (ii) The Bank shall remit the settlement payment to the Government on the following working day.

(b) FPX

The Bank shall remit the payment to the Government real time upon successful transaction made by the Public.

6.2 The Bank shall pay to the Sub-Collection Account as specified by the Government by 11.00 am on the following working day from the transaction date and shall remit the same to the Main Collection Account before 4.00 pm on the same day.

6.3 The Bank shall pay compensation to the Government for any late remittance of funds under clause 6 if it is caused or contributed to by any act or omission or negligence of the Bank or its employees. The amount of compensation to be paid for each day of delay or any part thereof shall be based on the amount to be remitted multiplied by the Islamic Inter Bank Money Market Rate per annum, as determined by Bank Negara Malaysia from time to time and the number of days delayed divided by 365 days as follows:

Amount to be remitted	x	Islamic Inter Bank Money Market	x	No of days delayed
365				

7. UNDER OR OVER PAYMENT BY THE BANK

In the event of any under or over payment made by the Bank to the Government in respect of the Services, the Bank shall notify the Government in writing explaining the error in the payment by the Bank. The Bank shall upon receiving the written consent by the Government, remit the amount due to the Government in the case of under payment and the Government shall reimburse the Bank accordingly in the case of over payment provided always, that the Government shall have received all the payments made by the Public in respect of the products or services of the Government.

8. REPORTS

The Bank shall provide, without any charge, reports ("Reports") in the form, format, method and time/frequency for reporting as agreed between Parties in **Schedule F** and/or other reports as may be agreed by the Parties.

9. AUDITING

9.1 The Bank agrees that the authorised representatives of the Government including auditors shall have access to the systems and data in respect of the Services for audit purposes.

9.2 The Bank shall maintain an adequate audit trail within the system and the Government including auditors shall have access to the audit trail.

9.3 The Bank shall at its own cost and expense employ an external auditor to conduct a system, operational and data audit annually and shall submit a copy of the reports to the Government.

9.4 The Bank shall not modify or amend the audit trail log and shall maintain the audit trail log for seven (7) years.

10. CLAIMS FOR DISPUTED TRANSACTIONS

10.1 In the event of any dispute arising from the Services, the Public can lodge a complaint with their respective Participating Financial Institution or Issuer or the Bank.

10.2 Upon receipt of such complaint or where the Bank has reason to believe or had discovered that the transaction is fraudulent, the Bank shall notify the Government of the disputed transaction.

10.3 Upon notification by the Bank, the Government shall investigate and shall refund to the appropriate person the amount received within fourteen (14) days, upon the occurrence of any of the following:

- (a) the Public disputes or denies the completion of the transaction that he entered into with the Government and the Government is unable to confirm otherwise; or
- (b) the transaction is found to be a duplicated transaction

10.4 Fraud

- (a) Assistance in Investigation

The Government shall, upon the request of the Bank, provide the Bank within fourteen (14) working days from the date of request, the following information in relation to any investigation arising out of a fraudulent transaction:

- (i) Transaction date;
- (ii) Time;
- (iii) Mode of authorisation; and
- (iv) Description of services

- (b) No Liability

The Bank acknowledges that the assistance provided by the Government shall not be considered in any way as an admission of liability on the part of the Government and that the Government shall not be held liable in any way for any loss or damage suffered by the Bank resulting from the incidence of fraud.

PART D
OBLIGATIONS OF THE PARTIES

11. OBLIGATIONS OF THE BANK

11.1 Standard of care and skill

11.1.1 The Bank shall perform its obligations under this Agreement:

- (a) by exercising professional judgement and practice requisite skill and using qualified and experienced personnel;
- (b) with due care, diligence and efficiency;
- (c) in accordance with sound principles and best practices in the communication, management and information technology industry;
- (d) in such manner as shall always safeguard and protect the Government's interests and with all necessary and proper stepstaken to prevent abuse or uneconomical or inefficient use of facilities or resources made available to the Bank; and
- (e) in accordance with the provisions of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Bank hereby represents and warrants to the Government that:

- (a) it is a company validly existing under the laws of Malaysia;
- (b) it has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions and business as contemplated under this Agreement;
- (c) it has taken all necessary corporate actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;

- (d) as at the execution date of this Agreement, neither the execution nor performance by it of this Agreement nor any transactions contemplated by this Agreement shall violate in any respect of any provision of:
 - (i) its Memorandum and Articles of Association; or
 - (ii) any other document or agreement, which is binding upon it or its assets;
- (e) no litigation, arbitration, tax claim, dispute or administrative proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement;
- (f) this Agreement constitutes a legal, valid and binding obligation and is enforceable in accordance with its terms and conditions;
- (g) it has obtained the necessary licence, authorisation, approvals and certifications in providing the Services and the fulfilment of its obligations under this Agreement;
- (h) the Services shall be provided in conformity with the standards generally observed in the industry for similar services; and
- (i) the execution of this Agreement and the performance of its obligations under this Agreement does not cause a breach by the Bank of any duty arising in law or equity.

The Bank acknowledges that the Government has entered into this Agreement in reliance on its representations and warranties as aforesaid.

PART E

LIABILITY AND INDEMNITY

13. INDEMNITY

13.1 Indemnity against Infringement

The Bank shall, at its own costs and expense, fully indemnify the Government against all claims, demands, liabilities and costs incurred by the Government if the Services, or any part thereof, infringes the copyright, trade secrets, patent and trademarks and other intellectual property rights of any third party provided that such infringement:

- (a) is not caused by the acts of the Government other than the normal use of the Services; or
- (b) relates to any hardware and software procured by the Bank for the purposes of this Agreement.

13.2 Notice of Claim or Demand

The Government shall give notice to the Bank of any such claim or demand that is made against the Government and the Bank in such event shall defend any such claim or demand and make settlements thereof at its own expense in order to settle or oppose it.

13.3 The Bank's Obligations

- (a) If at any time an allegation of infringement of a third party's rights is made, or in the Bank's opinion is likely to be made, in respect of any part used for the purpose of the Services, the Bank shall at its own costs and expenses:
 - i) obtain for the Government the right to continue using such part; or

- ii) modify or replace the part (without detracting from the functionality specified under or pursuant to this Agreement and without affecting the performance of the works as a whole) so as to avoid infringement and in consequence thereof, provide the relevant training for usage of such modification or replacement (if necessary),
- (b) the Government agrees that it shall provide the Bank with all reasonable assistance (other than financial assistance) required to exercise such options.

13.4 Liquidated and Ascertained Damages

If the Bank fails to comply with any of its obligation which results in the unavailability of the Services to the Government, the Bank shall pay the Government liquidated ascertained damages (LAD) in accordance with the method of calculation described in **Schedule E** for each day the Services is unavailable.

14. OTHER INDEMNITY

14.1 Other Indemnity

The Bank shall be liable for and shall indemnify and keep the Government fully indemnified from and against:

- (a) any demand, action, damage, expense, liability, loss, claim, suits or proceedings whatsoever arising under any law of Malaysia in respect of an accident, damage, injury or death to any person including defamation, libel and slander or in respect of injury or damage of any kind to any property real or personal by reason of the carrying out of this Agreement; or
- (b) any direct damage to the Government and/or the Government's property, to the extent that the same is occasioned by (a) defects in any aspect of the Services and/or (b) the gross negligent acts or omissions of the Bank, its agents and their respective employees committed in the course of their respective engagements or employment and shall hold the Government harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting there from.

14.2 Liability Upon Expiry or Earlier Termination

The expiry or earlier termination of this Agreement shall not affect the liability of the Bank for any of its acts or omissions during the Contract Period and the Government shall be kept indemnified and held harmless in respect of any claim arising there from.

14.3 Notification

The Government shall inform the Bank of any claim or proceedings or anticipated claim or proceedings against it in respect of the matters covered by this Clause as soon as practicable after it becomes aware of such claim or proceedings.

15. TERMINATION

TERMINATION BY THE GOVERNMENT

15.1 Default by the Bank

In the event the Bank without reasonable cause:

- (a) suspends the Agreement and fails to proceed regularly and diligently with the performance of its obligations under this Agreement;
- (b) fails to execute the Agreement in accordance with this Agreement or persistently neglects to carry out its obligations under this Agreement;
- (c) defaults in performing the duties under this Agreement; or
- (d) breaches any of its obligations or fails to comply with any other terms and conditions of this Agreement,

then the Government shall give notice in writing to the Bank specifying the default and requiring the Bank to remedy such default within thirty (30) days after the date of the notice. If the Bank fails to remedy the relevant default within such period or such other period as may be determined by the Government, the Government shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

15.2 General Default

If at any time during the Contract Period:

- (a) an order is made or a resolution is passed for the winding-up of the Bank, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;
- (b) the Bank goes into liquidation or a receiver is appointed over the assets of the Bank or the Bank makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts; or
- (c) execution is levied against a substantial portion of the Bank's assets, unless it has instituted proceedings in good faith to set aside such execution,

then the Government shall have the right to terminate this Agreement forthwith by giving notice to that effect.

15.3 Consequences of Termination by the Government

Upon termination of this Agreement under Clause 15.1 or 15.2:

- (a) the powers and rights granted to the Bank under this Agreement shall terminate immediately;
- (b) the Bank shall:
 - (i) forthwith cease all Services;
 - (ii) submit to the Government the detailed reports of the last status of the Services rendered and any payments which has become due and owing from the Government prior to the termination, for verification and approval by the Government; and
 - (iii) terminate all third party contracts entered into by the Bank in respect of carrying out the Agreement.

- (c) the Government shall:
 - (i) be entitled to claim against the Bank for all the losses and damages suffered (if any) as a result of the termination of this Agreement; and
 - (ii) be entitled to appoint a third party to perform this Agreement. Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

TERMINATION BY THE BANK

15.4 Default by the Government

If the Government without reasonable cause fails to perform or fulfil any of its obligations which adversely affects the Bank's obligations under this Agreement, then the Bank may give notice in writing to the Government specifying the default and the Government shall remedy the relevant default within thirty (30) days after receipt of such notice or such other extended period as agreed by the Parties. If the Government fails to remedy the relevant default within such period or such other extended period, the Bank shall be entitled to terminate this Agreement at any time by giving notice to that effect.

15.5 Consequences of Termination by the Bank

Upon such termination, the Bank shall accept the following undertaking by the Government as full and complete settlement of all claims under or arising out of this Agreement:

- (a) the Government shall pay the Bank all monies due and payable to the Bank as at the date of the termination of this Agreement which have not been paid (if any) under this Agreement; and
- (b) the Bank shall cease to carry out the obligations under this Agreement.

15.6 Termination on National Interest

Notwithstanding any provision of this Agreement, the Government may terminate this Agreement by giving not less than thirty (30) days notice to that effect to the Bank (without any obligation to give any reason thereof) if it considers that such termination is necessary for national interest, in the interest of national security or for the purposes of Government policy or public policy.

For the purposes of this Clause, what constitutes "national interest", "interest of national security", "Government policy" and "public policy" shall be solely made and determined by the Government and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.

15.7 Termination on Corruption

- (a) Without prejudice to any other rights, if the Government is satisfied that the Bank, its personnel or agents is or are involved in corruption in relation to this Agreement, the Government shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the Bank; and
- (b) Upon such termination, the Government shall be entitled to all losses, costs, damages and expenses including any incidental costs and expenses incurred by the Government arising from such termination.

16. FORCE MAJEURE

16.1 Events of Force Majeure

Neither the Government nor the Bank shall be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations thereunder as a result of the occurrence of an Event of *Force Majeure*. An "Event of *Force Majeure*" shall mean an event not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall include:

- (a) war, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or act of terrorism;

- (b) ionizing radiation or contamination by radioactivity from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof;
- (c) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- (d) natural catastrophe including but not limited to earthquakes, floods subsidence, lightning and exceptionally inclement weather; and
- (e) riot and disorders, criminal damage, sabotage, strike, lock out, labour unrest or other industrial disturbances (affecting the performance of this Agreement) that causes or can reasonably be expected to cause either Party to fail to comply with its obligations.

16.2 Event of *Force Majeure* Affecting the Bank

If an Event of *Force Majeure* occurs by reasons of which the Bank is unable to perform any of its obligations under this Agreement, the Bank shall inform the Government as soon as reasonably practicable of the occurrence of that Event of *Force Majeure* and take all reasonable measures to mitigate any delay or interruption to the Services.

16.3 Event of *Force Majeure* Affecting the Government

If an Event of *Force Majeure* occurs by reason of which the Government is unable to perform any of its obligations under this Agreement, the Government shall inform the Bank as soon as reasonably practicable of the occurrence of that Event of *Force Majeure* and shall take all reasonable measures to mitigate any delay or interruption to the Services.

16.4 Termination by *Force Majeure*

If either Party considers the event of *Force Majeure* to be of such severity or to be continuing for such period of time that either Party is unable to perform any of its obligations hereunder, this Agreement may be terminated by mutual agreement.

16.5 Determination of Event of *Force Majeure*

Neither Party shall be entitled to rely upon the provisions of Clause 16.4 above if both Parties reasonably determine that an Event of *Force Majeure* has not occurred. If either Party does not agree that an Event of *Force Majeure* has not occurred the dispute may be referred to the Dispute Resolution Committee.

16.6 Effect of Termination

Where this Agreement is terminated pursuant to Clause 16.5, the Bank shall comply with all instructions and directions given by the Government.

16.7 Continuing Obligations

For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of *Force Majeure* and such obligations shall, pending the outcome of Clause 16.5 continue in full force and effect.

(The space below is intentionally left blank)

PART F**DISPUTE RESOLUTION****17. DISPUTE RESOLUTION COMMITTEE****17.1 Composition of the Dispute Resolution Committee**

Any dispute between the Parties in respect of any matter under this Agreement (except in relation to the Government exercising its sole discretion under this Agreement) may be referred to a dispute resolution committee ("the Dispute Resolution Committee") comprising:

- (a) the Secretary General of the Ministry of or his representative / the Director General of the Department of..... or his representative as the Chairman ; **
- (b) two (2) representatives appointed by the Government; and
- (c) two (2) representative appointed by the Bank.

17.2 Independent Expert

The Dispute Resolution Committee may appoint an independent expert to advise it on any matter referred to it and all costs, fees and expenses of any independent expert so appointed shall be borne equally by the Parties.

17.3 Amicable Settlement

The Dispute Resolution Committee shall determine its own procedures. The Dispute Resolution Committee shall meet and endeavor to achieve an amicable settlement between the Parties in respect of any matter referred to it.

17.4 Non-settlement

If any matter, dispute or claim, which is referred to the Dispute Resolution Committee cannot be mutually agreed by the Parties within thirty (30) days after the date of referral, then either party may refer that matter, dispute or claim to arbitration pursuant to Clause 18.

** (Note : delete whichever is not applicable)

18. ARBITRATION

18.1 Submission

If any matter, dispute or claim cannot be settled amicably by the Parties hereto within thirty (30) days after the same have been referred to the Dispute Resolution Committee, then the matter, dispute or claim may be referred by either Party to an arbitrator to be agreed between the Parties, or failing agreement, to be nominated on the application of any Party by the Director of the Asian International Arbitration Centre (Malaysia) and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005.

18.2 Venue and Rules

The arbitration proceedings shall be held at the Asian International Arbitration Centre (Malaysia) using the arbitration rules of the centre and utilizing the facilities and system available at that centre.

18.3 Language of Proceedings

The arbitration proceedings shall be conducted in the English language and/or Bahasa Melayu.

18.4 Costs

Each Party shall bear its own costs of the arbitration proceedings.

18.5 Decision and Award Binding

The decision and award of the arbitrator shall be final and binding on the Parties.

18.6 Continuity

The reference to any matter, dispute or claim to arbitration pursuant to this Clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement.

PART G**MISCELLANEOUS PROVISIONS****19. CONFIDENTIALITY****19.1 Confidentiality of Agreement**

This Agreement and all matters pertaining hereto shall be considered as confidential information ("Confidential Information").

19.2 Non-Disclosure

Except with the prior written consent of the Government and subject to Clause 19.3, the Bank, its personnel and agents shall not at any time:

- (a) communicate to any person or body or entity except those employees, agents and other suppliers on a need-to-know basis, any Confidential Information disclosed to it for the purpose of the Agreement or discovered by it in the course of the provision and performance of the Agreement;
- (b) make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the provision and performance of the Agreement; or
- (c) make or cause to be made any press statement or otherwise relating to the Agreement nor publish or cause to be published any material whatsoever relating to the Agreement.

19.3 Exceptions

The obligations in Clause 19.2 shall not apply to any Confidential Information which:

- (a) is in the Bank's possession (with full right to disclose) before receiving it from the Government;
- (b) is or becomes public knowledge other than by breach of Clause 19.2;

- (c) is independent or developed by the Bank without access to or use of the Confidential Information; or
- (d) is lawfully received from a third party (with full rights to disclose).

19.4 Survival

Clause 19 shall continue in force notwithstanding the termination of this Agreement for any reason.

20. NOTICES

- (a) Any notices, demands, invoices, permissions, claims or consent required, authorized, permitted or contemplated to be served or given hereunder shall be in writing signed by or on behalf of the Party concerned and shall be deemed to be duly given or made, in the case of delivery in person or by facsimile transmission, when delivered to the recipient at such addresses or facsimile number which is duly acknowledged:

For the Government:

Address:

Telephone No. : (603)

Facsimile No. : (603)

For the Bank:

Address :

Telephone No. : (603)

Facsimile No. : (603)

- (b) Any change of address of the Parties as specified herein shall be duly notified to the other by giving one (1) month prior written notice. No change of address of either Party herein mentioned shall be effective or binding on either Party unless that Party has given to the other Party the actual notice of the change of address.
- (c) Any notice sent by facsimile transaction shall be deemed served when despatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered personally or by courier.

21. NO AGENCY AND NO PARTNERSHIP

21.1 No Agency

The Bank shall not hold itself out to be the principal or agent of the Government for any purpose and under no circumstances shall any action of the Bank shall bind the Government.

21.2 No Partnership

Nothing contained in this Agreement shall be construed as creating or be deemed to imply a partnership between the Government and the Bank.

22. AMENDMENT

No amendment, modifications or waiver of any provision of this Agreement shall have any legal force or effect unless made by mutual consent and made in writing by way of a Supplementary Agreement specifically referring to this Agreement and duly signed by each of the Parties hereto.

23. WAIVER

Failure by either Party to enforce at any time, any provisions of this Agreement shall not be construed as a waiver of its right to enforce against

the breach of such provision or any other provision in this Agreement or as a waiver of anything continuing, succeeding or subsequent breach of any provision or other provision of this Agreement.

24. SEVERABILITY

If any provision of this Agreement or any part thereof is rendered void, illegal or unenforceable by any legislation to which it is subjected, it shall be rendered void, illegal or unenforceable to that extent and no further. Such provision which is rendered void, illegal or unenforceable shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties hereto in accordance with the applicable law and the remainder of this Agreement shall remain in full force and effect as if this Agreement had been entered into without the void, illegal or unenforceable provision.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the Parties irrevocably submit to the exclusive jurisdiction of the court of Malaysia.

26. COMPLIANCE WITH APPLICABLE LAWS

The Bank shall comply with all applicable laws and with all directions, orders requirements and instructions given to the Bank by any authority competent to do so under any applicable law.

27. ASSIGNMENT

This Agreement may not be assigned (by operation of law or otherwise) or otherwise transferred in whole or in part by the Bank unless the Bank has received prior written permission from the Government. To the extent the Bank is permitted to assign this Agreement, all provisions of this Agreement shall be binding upon the Bank's successors or assigns.

28. BINDING EFFECT

This Agreement shall be binding upon the Parties hereto and their personal representatives, heirs, successors in-title and permitted legal assigns.

29. COSTS AND STAMP DUTY

All costs incidental to the preparation and completion of this Agreement and all duties payable shall be borne and paid for by the Bank.

30. TIME

Time wherever mentioned herein shall be of essence for the purposes of any provision of this Agreement.

(The space below is intentionally left blank)

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year herein before appearing.

Signed by)
for and on behalf of)
the **GOVERNMENT OF MALAYSIA**

in the presence of:)

)

Signed by)

for and on behalf of)

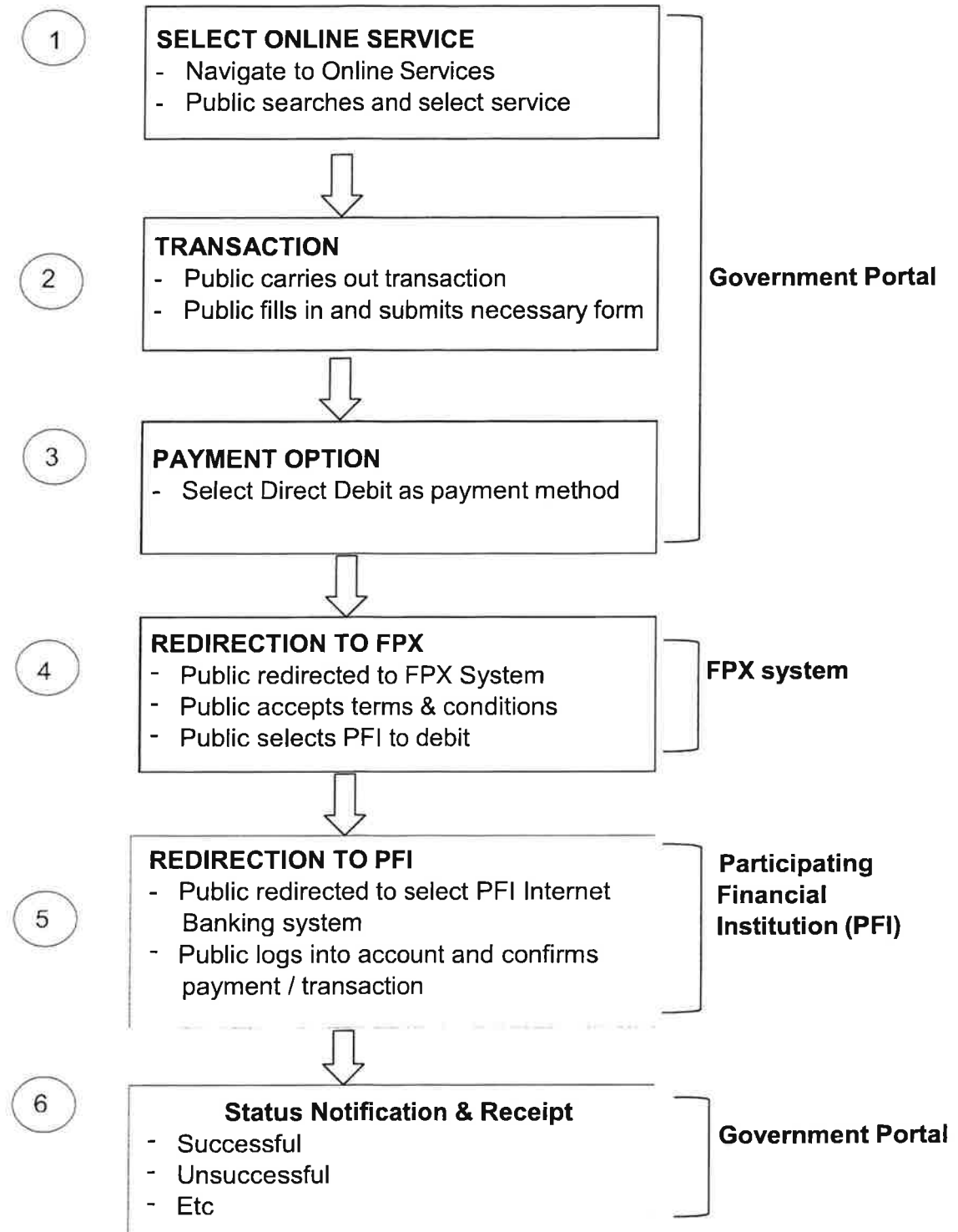
BANK)

)

in the presence of:)

)

**SCHEDULE A1
FPX TRANSACTION FLOW**



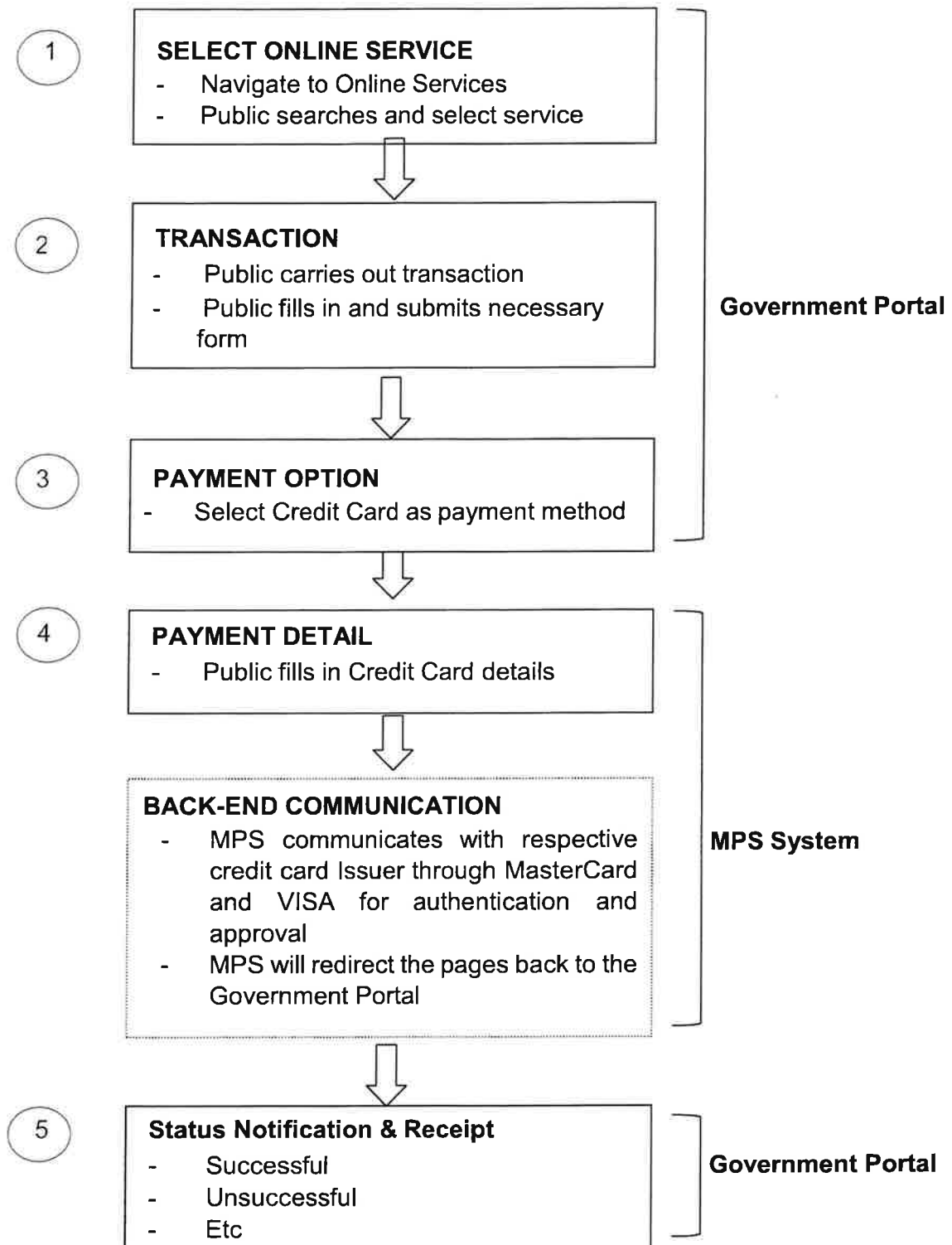
SCHEDULE A2

FPX TRANSACTION FLOW

For FPX

1. Log on to the Public Service Portal.
2. Select the Agency offering the online products and/or services.
3. Select online products and/or services detail.
4. Select FPX as mode of payment.
5. At FPX page, choose paying bank from the list of Participating Financial Institution.
6. Log in to respective Participating Financial Institution's Internet Banking account using existing user identification and password.
7. Choose which Bank Account to debit and make payment.
8. Upon successful transaction, confirmation from the Participating Financial Institution will be displayed.
9. Subsequently, confirmation from FPX system will be displayed.
10. Finally, the Public Service Portal will display its confirmation page detailing the transaction details.

**SCHEDULE B1
MPS TRANSACTION FLOW**



SCHEDULE B2
DETAILED MPS TRANSACTION FLOW

For MPS

1. Log on to the Public Service Portal
2. Select the Agency offering the online products and/or services.
3. Select online products and/or services detail.
4. Select MPS as mode of payment.
5. At MPS page, choose MasterCard or VISA Credit Card to pay from.
6. Enter Credit Card details i.e. Credit Card number, expiry date, card verification number ("CVV").
7. Enter password if the Credit Card is enrolled with secure authentication system (MasterCard Secure Code or Verified by VISA).
8. Upon successful transaction, confirmation from MPS system will be displayed.
9. Finally, the Public Service Portal will display its confirmation page detailing the transaction details.

SCHEDULE C USER ACCEPTANCE TEST

OBJECTIVE

The purpose of this Schedule is to describe in detail the preparation and tasks to be performed in respect of the User Acceptance Test (UAT) in relation to the Services.

1. Upon notification by the Government, the Bank shall:
 - 1.1 reserve the UAT environment with FPX Gateway Sdn Bhd an MasterCard International Inc., one (1) week before performing the UAT.
 - 1.2 provide the following test data:
 - 1.2.1 for FPX
 - (a) bank account number;
 - (b) internet banking user identification and password;
 - (c) collection account;
 - (d) seller identification; and
 - (e) exchange identification.
 - 1.2.2 for MPS
 - (a) credit card number;
 - (b) expiry date;
 - (c) password;
 - (d) CVV number; and
 - (e) merchant identification.
 - 1.3 provide the test script detailing:
 - 1.3.1 the number of transaction to perform.
 - 1.3.2 the test criteria which include successful transaction an exception transaction.
 - 1.4 provide the end of day test report to the Government as follows:
 - 1.4.1 for FPX
 - (a) FPX transaction report; and
 - (b) FPX text file.

1.4.2 for MPS

- (a) MPS transaction report; and
- (b) MPS settlement report.

2. UAT Period

The Government shall notify the Bank the time period required for the UAT.

3. UAT Time

The UAT shall be performed from 10.00 am to 4.00 pm on working days in Kuala Lumpur.

4. UAT Support

The Bank shall provide the UAT support during the UAT. Any problem encountered during the UAT, the Government shall notify the Bank for escalation and rectification.

5. UAT Transactions Flow

5.1 For FPX:

- 5.1.1 Log on to the Government's portal.
- 5.1.2 Select online products and/or services detail.
- 5.1.3 Select FPX as mode of payment.
- 5.1.4 At FPX page, choose paying bank from the list of Participating Financial Institution.
- 5.1.5 Log in to respective Participating Financial Institution's Internet Banking account using existing user identification and password.
- 5.1.6 Choose which Bank Account to debit and make payment.
- 5.1.7 Upon successful transaction, confirmation from the Participating Financial Institution will be displayed.
- 5.1.8 Subsequently, confirmation from FPX system will be displayed.
- 5.1.9 Finally, the Government's portal will display its confirmation page detailing the transaction details.

5.2 For MPS:

- 5.2.1 Log on to the Government's portal
- 5.2.2 Select online products and/or services detail.
- 5.2.3 Select MPS as mode of payment.

- 5.2.4 At MPS page, choose MasterCard or VISA Credit Card to pay from.
- 5.2.5 Enter Credit Card details i.e. Credit Card number, expiry date, card verification number ("CVV").
- 5.2.6 Enter password if the Credit Card is enrolled with secure authentication system (MasterCard Secure Code or verified by VISA).
- 5.2.7 Upon successful transaction, confirmation from MPS system will be displayed.
- 5.2.8 Finally, the Government's portal will display its confirmation page detailing the transaction details.

SCHEDULE D SERVICE LEVEL TERM

OBJECTIVE

The purpose of this Schedule is to set out the standard measures and performance level to be provided by the Bank in respect of the Services.

1. Operating requirements

1.1 Service Availability

1.1.1 MPS

Twenty-four (24) hours, seven (7) days a week

1.1.2 FPX

7.00 a.m. to 11.00 p.m., seven (7) days a week

1.2 System Availability

The monthly minimum percentage of the system availability up to the Service Delivery Point, excluding the Scheduled Downtime prescribed under item 1.3 below is as follows:

1.2.1 MPS

Ninety eight percent (98%)

1.2.2 FPX

Ninety eight percent (98%)

1.3 Scheduled Downtime Management.

1.3.1 MPS

Maximum of four (4) hours per calendar month.

1.3.2 FPX

Maximum of four (4) hours per calendar month.

Scheduled downtime shall be informed to the Government seven days in advanced.

2. System Availability Report

The Bank shall provide the system availability report to the Government as follows:

2.1. MPS

2.1.1 Monthly Report as indicated in Annexure C

2.1.2 The Report will be made available on the fourth (4th) week of the following month or as and when required by the Government.

2.2. FPX

2.2.1 Monthly Report as indicated in Annexure D

2.2.2 The Report will be made available on the fourth (4th) week of the following month.

3. Problem Resolution

3.1 For FPX

All rectification required shall be attended within four (4) hours and resolved in accordance to the problem severity.

3.2 For MPS

Severity	Example Definition	Resolution Objective
1	Any error or fault that has a critical impact on both the Bank and its Agencies ability to use the service e.g. the MIGS Payment System is unavailable.	1-2 hours
2	Any error or fault, which restricts the use of service by the Bank or its Agencies, e.g. some transactions are not being processed or processing is slow.	<4 hours
3	Any error or fault that reduces the functionality or benefit of the service e.g. unresolved irregularity in reporting.	<7 days

4	Bank request for supporting information to assist the monitoring of service delivery standards.	<10 days
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4. Helpdesk

The Bank shall provide a helpdesk support from 9.00 a.m. to 6.00 p.m., Monday to Friday for any problems and/or queries by the Government in accordance with item 3.0 above. Upon request of the Government the Bank shall extend the Helpdesk service hours.

5. Disaster Recovery Facilities

The Bank shall provide disaster recovery facilities in accordance with the disaster recovery plan as provided by MasterCard International Inc. and/or FPX Gateway Sdn Bhd.

6. Liquidated Ascertain Damages

6.1 MPS

Operational hours is 24 hours, 7 days a week.

Calculation based on following;

- 24 hours x 30 days = 720 hours
- Minus 4 hours scheduled downtime = 716 hours
- 98% of 716 hours is equivalent to 702 hours
- Should the level of uptime for the Services in a particular month is less than 702 hours, the calculation for compensation is as follows:

Hours	Quantum per an hour downtime	LAD
2 hours downtime for the month	RM20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day downtime

6.2 FPX

Operational hours is from 7.00 a.m. to 11.00 p.m., 7 days a week

Calculation based on following;

- 16 hours x 30 days = 480 hours
- Minus 4 hours scheduled downtime = 476 hours
- 98% of 476 hours is equivalent to 466 hours
- Should the level of uptime for the Services in a particular month is less than 466 hours, the calculation for compensation is as follows:

Hours	Quantum per an hour downtime	LAD
2 hours of downtime for the month	RM20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day downtime

SCHEDULE E
COMMISSION CHARGEABLE

Payment Gateway	Commission per transaction
FPX Transaction by an individual (C2G) Transaction by a business entity (B2G)	Not exceeding RM0.50 per transaction Not exceeding RM1.00 per transaction
MPS	1.0% of the transacted value

SCHEDULE F REPORTS

OBJECTIVE

The purpose of this Schedule is to describe in detail the reports in relation to the Services.

1. FPX

1.1 The Bank will provide the softcopy of FPX reports with the following minimum information:

- (a) Date and time of transaction;
- (b) Seller ID;
- (c) Payer ID;
- (d) Payer Name;
- (e) FPX Transaction ID;
- (f) Seller Order Number;
- (g) Transaction Amount;
- (h) Commission Amount;
- (i) Net Amount; and
- (j) Transaction Count.

1.2 The Bank will also provide the softcopy of text file with the following file minimum information:

- (a) Payer Code (Agency as collection station);
- (b) Date (Header, Detail);
- (c) Transaction Count;
- (d) Total Amount;
- (e) Bill Reference 1 (FPX ID);
- (f) Bill Reference 2 (Seller Order Number);
- (g) Bill Reference 3;
- (h) I/C No.;
- (i) Name; and
- (j) Transaction Amount.

- 1.3 The Bank will make available the FPX report and text file on daily basis and will provide the Agency with a user ID and password to access the designated bill payment server to obtain the FPX reports and text file for reconciliation purpose.

2. MPS

- 2.1 The Bank will provide the softcopy of merchant settlement report with the following minimum information on the next working day:
- (a) Date and time of transaction;
 - (b) Card Number;
 - (c) Merchant ID;
 - (d) Terminal ID;
 - (e) Number of Transaction;
 - (f) Gross Amount;
 - (g) Commission Amount;
 - (h) Net Amount; and
 - (i) Total Amount.
- 2.2 The Bank will also provide the softcopy of text file for MPS with the following minimum information:
- (a) Merchant ID;
 - (b) Date (Header and Detail);
 - (c) Transaction Count;
 - (d) Reference Number;
 - (e) Card Number;
 - (f) Card Type;
 - (g) Transaction Amount;
 - (h) Commission Amount;
 - (i) Net Amount; and
 - (j) Approval Code.