

RAZER MERCHANT SERVICES (RMS) PHYSICAL MERCHANT SERVICE APPLICATION FORM

Product / Service Type: (Please tick whichever is applicable) <input type="checkbox"/> Razer Pay Wallet Acceptance <input type="checkbox"/> GrabPay Wallet Acceptance <input type="checkbox"/> WeChat Pay CN Wallet Acceptance <input type="checkbox"/> Alipay Wallet CN Acceptance <input type="checkbox"/> Maybank QRPay Acceptance <input type="checkbox"/> Boost Wallet Acceptance <input type="checkbox"/> Touch 'n Go Digital Wallet Acceptance	(Please tick whichever is applicable) <input type="checkbox"/> New Merchant <input type="checkbox"/> Existing Merchant	Recruited by:
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Section I (A): Registration Information - Entity			
i. Company registered name:		ii. SST no:	
iii. Company/outlet trading name:		iv. Office number:	
v. Company registration no:	New:	Old:	
vi. Company registered address:			
vii. Main contact person:		viii. Designation:	
ix. Mobile number:		x. Email address:	

Section I (B): Registration Information - Individual			
i. Owner name:		ii. NRIC:	
iii. Mobile number:		iv. Email address:	
v. Municipal License Number: (DBKL/MPBJ License)			

Section II: Bank Information			
i. Bank Name:		ii. Bank Account No.:	
iii. Bank Account Name:			

Section III: Ultimate Business Owner	
Ultimate Business Owner	Number of Shares (%)
1.	

Section V: Acceptance of Terms and Condition and Acknowledgement
<p>If you are applying for Product(s) above, the Agreements, comprising of this Physical Merchant Service Application Form and the RMS Physical Merchant Service Agreement attached hereto (collectively "Agreements") is made between you and Razer Merchant Services Sdn Bhd ("RMS"). Please sign below to signify that you have read and understood all terms and conditions contained therein and herein.</p> <p>Declaration</p> <ol style="list-style-type: none"> 1. I/We confirm that all information given above is true, correct and not misleading and hereby authorize RMS and its affiliates to verify the authenticity of the information that I/we provided from any credit reference agencies, financial institutions or any other relevant authorities as may be authorized by law and by whatever means RMS may consider appropriate to process your/Company's/Merchant's application. 2. I/We hereby agree and authorize RMS to disclose or release the said information pertaining to this application to its affiliates, E-Wallet Issuers and third-party providers for the purpose of registration and receiving the services of RMS. 3. I/We hereby undertake to indemnify RMS and its affiliates against all loss or damages arising from all or any actions carried out by RMS and its affiliates pursuant to my consent and authorization given. I/We herein and undertake to release RMS and its affiliates from all its responsibilities in connection with or arising from such disclosure. 4. I/We agree to immediately notify RMS of any changes to the above-mentioned information. 5. I/We acknowledge that RMS reserves the sole and absolute right to approve or decline our/Merchant's application without assigning any reasons whatsoever. For an unsuccessful application, the supporting documents will be destroyed and not be returned to us/Merchant. 6. I/We confirm has accessed and read the Privacy Policy issued by RMS (which is available at https://merchant.razer.com/v3/privacy-policy/) and confirm Merchant's agreement to the same. Merchant hereby confirms that no further permission or consent is necessary or required in relation thereto and this shall constitute the consent required under the Personal Data Protection Act 2010 and any other contractual consent for such disclosures of information. 7. I/We agree that the Agreements shall take effect upon this Physical Merchant Service Application Form being signed by Merchant as provided below and shall remain in full force and effect in accordance with the respective term therein, unless terminated earlier by the parties according to the terms of the respective Agreements. <p>I/We acknowledge and confirm to have read and understood the provisions of the Agreements and have not relied upon any statement, representation or waiver made by RMS other than those set out therein in the respective Agreements. I/We certify that we are authorized to sign the Agreements on behalf of the Company/Merchant and hereby irrevocably and unconditionally agree and undertake to observe, fulfill and comply with the provisions of the respective Agreements.</p>

Signature

Name:

NRIC:

Designation:

Date:

RAZER MERCHANT SERVICES (RMS) PHYSICAL MERCHANT SERVICE APPLICATION FORM

RMS PHYSICAL MERCHANT SERVICE APPLICATION FORM

Supporting Documents Required for Merchant Application (Entity)							
No		Documents		Types of Companies			
				West Malaysia			East Malaysia
		Company (Private Limited)	Company (Private Limited) – Inc. under Company Act 2016	Sole Proprietor	Limited Liability Partnership/ Partnership	Business (Sarawak)	Business (Sabah)
1	Photocopy of Identity Card/Passport* (for foreigner)		√ (one of Major Directors)		√ (one of Partners/Owners)	√ (one of the Partners)	√ (one of the Partners)
2	Exterior Photos of Company and ALL Outlets: Front View with Signboard and Street View		√	√	√	√	√
3	Bank Account Statement Header (latest 1 month) / Transfer Fund Print Screen		√	√	√	√	√
4	Sijil Pendaftaran – Ordinan Nama-Nama Perniagaan (Bab 64)					√	
5	Petikan Pendaftaran Nama-Nama Perniagaan					√	
6	Borang I – Ordinan Perniagaan, Profesion dan Perlesenan Perdagangan					√	
7	Borang B – Ordinan Perlesenan Perdagangan, 1948						√

Supporting Documents Required for Merchant Application (Individual)		
1	Photocopy of Identity Card/Passport* (for foreigner)	√
2	Exterior Photos of Company and ALL Outlets: Front View with Signboard and Street View	√
3	Bank Account Statement Header (latest 1 month) / Transfer Fund Print Screen	√
4	Business License	√

Note:

* Photocopy of Identity Card/Passport for the person representing the company (authorised person). The authorised person must be Director/Shareholder/Partner who are authorised to represent and conduct any dealings with Razer. This person must also be similar to the person signing the application form whereby he has declared that he is the authorised person to act on behalf of the company.

For shareholder(s), applicable for direct or indirect ownership with an equity interest of 25% in the company only.

Product/Service Setup Information (For Internal Use Only)	
i. Type of products/services being marketed:	Entity: Individual: <input type="checkbox"/> Food Trucks <input type="checkbox"/> Hawkers <input type="checkbox"/> Pasar Malam <input type="checkbox"/> Pasar Pagi <input type="checkbox"/> Food Court <input type="checkbox"/> Wet Market <input type="checkbox"/> Transportation <input type="checkbox"/> Flea Market <input type="checkbox"/> Others: _____
ii. Setup Type and Unit(s):	<input type="checkbox"/> VT: ___username(s) <input type="checkbox"/> Terminal: ___Units (3G / LAN) <input type="checkbox"/> POS/3 rd Party App: ___Unit(s) <input type="checkbox"/> Static QR: ___Unit(s) <input type="checkbox"/> Others: (please state type: _____); ___Unit(s)
iii. Number of Outlet(s):	_____
iv. POSM Distribution Method: Total: _____ unit(s)	<input type="checkbox"/> Self Pick-Up <input type="checkbox"/> With terminal deployment <input type="checkbox"/> Courier <input type="checkbox"/> CP Deploy <input type="checkbox"/> Send to HQ; Name: _____ Contact Number: _____ Address: _____
v. Trading Address <i>*to provide spreadsheet attachment if more than 2 locations</i>	<input type="checkbox"/> Name: _____ Contact Number: _____ Address: _____ City: _____ Postcode: _____ State: _____ <input type="checkbox"/> same as registration address



RAZER MERCHANT SERVICES PHYSICAL MERCHANT SERVICE AGREEMENT

This Razer Merchant Services Physical Merchant Service Agreement (“**Agreement**”) is made;

BETWEEN:

- (1) Razer Merchant Services Sdn Bhd (Formerly known as MOLPay Sdn Bhd) (Company No. 948015-X), a company duly incorporated and existing under the laws of Malaysia, and having its principal place of business at at J-39-1, Block J, Persiaran Multimedia, i-City, 40000 Shah Alam, Selangor, Malaysia (hereafter referred to as the “**Razer Merchant Services**” or “**RMS**”); and
 - (2) The Party named and described in Section I of the Razer Merchant Services (RMS) Physical Merchant Service Application Form attached (hereinafter referred to as the “**Merchant**”).
- (hereinafter collectively, the “**Parties**” and each a “**Party**”)

WHEREAS

- (A) RMS is a Payment Service Provider (PSP) providing payment related services to Merchant; and
- (B) The Merchant is engaged in the business of selling products and/or services and is desirous to use RMS’ payment services subject to the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED as follows: -

1. Definitions

1.1 The following words shall have the following meanings, unless the context otherwise requires:

“Access password”	means the personal identification number to be used by the Merchant when accessing RMS System for enquiries for the Transaction processed through RMS, which may be changed by the Merchant with prior notification to RMS;
“Business Day”	means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Selangor;
“Charge Back”	means an invalid transaction or which the E-Wallet Issuer identifies as being an invalid or non-collectible transaction after initial acceptance on account of fraud, lost/cancelled/unissued/invalid account identification, unresolved E-Wallet User complaint or other cause which may be charged ultimately to the Merchant;
“Confidential Information”	means proprietary and other valuable information, regardless of form, communicated by one Party to the other Party, including, without limitation, technical or non-technical information, trade secrets, know how, specifications, financial and pricing information, market research, drawing, calculations, manufacturing data, specifications, test information, formulas and the discussion relating to, and the terms and conditions of this Agreement;
“E-Wallet”	means a digital wallet operated by the E-Wallet Issuer, which has stored value funded through a variety of funding sources and enables E-Wallet Users to make payment for any Product offered by the Merchant at its premises;
“E-Wallet Account”	means an account allocated to an E-Wallet User by the E-Wallet Issuer upon completion of registration at the E-Wallet Issuer’s designated website, mobile application or platform as applicable. Each E-Wallet Account is for payment and collection between the applicable E-Wallet Issuer and the applicable E-Wallet User;
“E-Wallet Issuer”	means the company that operates the E-Wallet (listed under Appendix A) used by E-Wallet Users which RMS will route Transaction data for authorization, clearing and settlement purposes;
“E-Wallet Users”	means an individual who has completed the E-Wallet’s membership registration process for the purposes of opening an E-Wallet Account;
“Effective Date”	means the date of the Merchant Service Application Form;
“External Scanner”	means a device attached to the terminal use to scan a user’s E-Wallet barcode and/or QR Code;
“MDR”	means the difference between the value of a Transaction and the amount the Merchant receives from RMS as settlement for that sale, expressed as a percentage of the value of the sale;
“RMS System”	means the payment processing system developed by RMS consisting of various secured payment channels to Merchant;
“MYR”	means lawful currency of Malaysia or Malaysian Ringgit;

“Offline Payment”	means a payment method which is initiated by RMS System by scanning barcode, other machine-readable format or via other similar means generated in an E-Wallet User’s portable device to enable E-Wallet Users to make cashless payments through E-Wallet at Merchant’s premises;
“Product”	means products and/or services that are sold or distributed at Merchant’s premises;
“Refund”	means a Transaction that is reversed with the intention of crediting into an E-Wallet Account;
“Settlement”	means the net settlement amount due to the Merchant, expressed in the currency notified by RMS to the Merchant or as listed under Appendix A;
“Settlement Period”	means the period between the date of the Transaction and the date on which Settlement in respect of that Transaction is due to the Merchant;
“Transaction” or “T”	means the sale and purchase transaction of a Product between an E-Wallet User and Merchant through Offline Payment.

2. Services

2.1 Under this Agreement, RMS will provide the Merchant with the following services:

- (a) processing of payments made by E-Wallet Users through RMS’s Offline Payment in connection with any Transactions;
 - (b) services relating to settlement with Merchant with respect to such Transactions.
- (collectively, “**Services**”)

3. Term

3.1 The term of this Agreement will be for a period of twelve (12) months from the Effective Date, after which this Agreement will renew automatically for successive twelve (12) months terms (“**Term**”) unless it is terminated in accordance with the terms and conditions of this Agreement.

4. Merchant’s Obligations

- 4.1 Merchant agrees that it shall not perform or fail to perform any act that violates federal, state/provincial, or local law of Malaysia including but not limited to Anti Money Laundering and Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (“**AMLATFA**”), as well as laws of any countries in which Merchant carries out its business.
- 4.2 The Merchant hereby authorizes RMS to conduct a background check on the Merchant through any credit reporting agency registered under the Credit Reporting Agencies Act 2010, as part of RMS’ Know Your Customer (KYC) procedure, and in compliance with the AMLATFA. The background check will include but not limited to credit check, Politically Exposed Persons (PEPs) and sanctions checks, adverse media checks, identity of Merchant’s parent company, subsidiaries, directors, shareholders and ultimate beneficial owner. The Merchant with information and/or copies of documents relating to, amongst others, the Merchant’s corporate structure, incorporation and statutory documents and nature of business as part of RMS’ KYC procedure.
- 4.3 Merchant agrees that the E-Wallet Issuer may suspend, limit or terminate, with reasonable notice, the provision of E-Wallet services, for purposes including but not limited to maintenance or compliance with Malaysian law, adjusting the types, issuing banks and payment limit of the credit card and/or debit card E-Wallet Users will be able to use to complete the Transaction from time to time.
- 4.4 Merchant agrees to cooperate with RMS and the E-Money Issuer to mitigate any risks of Charge Back.
- 4.5 Merchant will not restrict its customers in any way from using E-Wallet as a payment method at its premises, including but not limited to requiring a minimum or maximum purchase amount from customers using E-Wallet to make payments.
- 4.6 Merchant will only use the Services for its own business operations and in such manner as stated in this Agreement. Any use of the Service by Merchant for the benefit of or on behalf of any third party, including any use of the payment interface provided by RMS in connection with this Agreement for performing any commercial or non-commercial services for or on behalf of any other third parties, is strictly prohibited. Merchant will ensure that the Services are not used for any purpose of account top-up, account transfer or any other purpose that is solely related to funds transfer without an underlying Transaction.
- 4.7 The Merchant shall display prominently the brand or logo of RMS and the E-Wallet Issuer and other marketing or promotional materials in parity with all other forms of payment method accepted by Merchant, such as next to cashier counter at its premises, in each case where payment options are featured for the purchase of Products.
- 4.8 Merchant shall maintain the proofs /records for each Transaction to justify its authenticity within seven (7) years after the completion of the Transaction. Merchant will provide such proofs/records of such Transaction to RMS within three (3) Business Day upon the date of such request from RMS and hereby authorizes RMS to transfer such information to the E-Wallet issuer, where necessary for the purpose of providing the Services to the Merchant.



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- 4.9 Merchant shall perform payment verification with the E-Wallet User.
- 4.10 Merchant shall notify RMS as soon as Merchant becomes aware of any events which would give rise to Charge Back or Refunds;
- 4.11 The Merchant shall immediately notify RMS if:
- 4.11.1 there is any change in the Products offered by the Merchant;
 - 4.11.2 there is any change in the contact number, email address or address;
- 4.12 The Merchant shall ensure that the Access Password is not disclosed to any unauthorized persons at all times during the Term of this Agreement.
- 4.13 The Merchant shall resolve directly with RMS on any claims or complaints made by E-Wallet User in respect of any matters related with payment through RMS Transaction.
- 4.14 The Merchant fully acknowledges that RMS shall not provide Services with respect to any Transaction which is prohibited by applicable laws or violates RMS' internal policies or which will result in RMS being considered to have breached any applicable laws. Merchant will provide RMS information about the Products as reasonably requested by RMS from time to time. Merchant will not sell Products through RMS System that contains articles prohibited or restricted from being sold to E-Wallet Users under any applicable laws, including without limitation those listed as **Prohibited Products**.
- 4.15 Merchant will ensure that no Transaction being submitted for RMS processing involves or relates to any Prohibited Products ("**Prohibited Transaction**"). RMS will have the right to refuse to provide Services with respect to any Prohibited Transaction and Merchant will indemnify RMS for any damages, losses and liabilities that RMS may suffer arising from or in connection with such Prohibited Transaction.
- 4.16 Merchant shall not reverse engineer to decipher RMS Systems, copy, amend, edit, consolidate and alter such systems, including but without limitation to source program, object program, software files, data processing in local computer storage devices, data from terminals of clients to servers, server data.
- 4.17 Merchant shall be governed by and be subject to, and Merchant hereby agrees to comply with, all the terms and conditions herein including Appendix A.
- 4.18 Merchant's Obligations regarding Terminals:
- 4.18.1 Merchant shall provide prominent and sufficient space at its premises for placement of RMS terminal(s) ("Terminals"), and shall provide RMS with reasonable access and assistance to install and maintain the Terminal(s). The Terminal(s) shall be positioned only at a place agreed between RMS and the Merchant.
 - 4.18.2 The Merchant acknowledges that the Terminal(s) and all parts thereof will remain the property of RMS at all times.
 - 4.18.3 The Merchant shall :-
 - (a) take proper care of the Terminal(s) and keep the same in good condition, and shall be liable for the replacement of the Terminal of Ringgit Malaysia One Thousand (RM1,000.00) each (or cost of repair, as the case may be) of any Terminal(s) damaged or lost by reason of the Merchant's failure or negligence to take proper care of the same;
 - (b) take proper care of the External Scanner(s) and keep the same in good condition, and shall be liable for the replacement of Ringgit Malaysia Five Hundred (RM500.00) each (or cost of repair, as the case may be) of any External Scanner(s) damaged or lost by reason of the Merchant's failure or negligence to take proper care of the same;
 - (c) take proper care of the Terminal accessories (charger and cables) and keep the same in good condition, and shall be liable for the replacement of Ringgit Malaysia Five Hundred (RM500.00) each (or cost of repair, as the case may be) of any Terminal accessories damaged or lost by reason of the Merchant's failure or negligence to take proper care of the same; and
 - (d) take all reasonable steps to prevent any damage to or deterioration of the Terminal(s).
- 5. Authorization of Transactions**
- 5.1 Notwithstanding any provision in this Agreement to the contrary and any previous authorization that may have been given by RMS in respect of any Transaction or other matter, RMS shall be entitled to delay, defer or withhold the payment of the whole or any part of any payment due to the Merchant under this Agreement in respect of any Transaction previously approved by RMS and, if payment has been made to the Merchant, RMS shall be entitled to an immediate refund from the Merchant of the amount of the payment in any of the following events:
- (a) the Merchant has failed to observe, comply with or discharge any of the provisions of this Agreement;
 - (b) any representation or warranty by the Merchant under this Agreement is or becomes untrue or incorrect or is breached in any respect;
 - (c) any information relied upon by RMS in giving its authorization for a Transaction is fraudulent, false or incorrect;
 - (d) the E-wallet User disputes the sale, quality or delivery of Products pursuant to the Transaction or denies participation in the Transaction for whatever reason;
 - (e) the sale or performance of Products, or use of an E-wallet violates any law;
 - (f) the E-Wallet Issuer refuses to honor any Transaction or makes a Chargeback to RMS for any reason whatsoever; or
- (g) any Product is cancelled or returned to the Merchant.
- 6. Payment of Settlement**
- 6.1 Subject to Clauses 6.2, 10 and 11 RMS will remit undisputed payment to the Merchant in respect of each completed Transaction in the manner as set forth in Appendix A.
- 6.2 The amount of Settlement by calculating the amounts due in respect of Transactions after deducting the following:
- 6.2.1 MDR charges to the Merchant. In cases where there is dispute of refunds and chargebacks, after investigation of the same, it will be deducted from the settlement sum;
 - 6.2.2 Any applicable taxes (including Sales and Service Tax at 6%), assessments or duties that may be introduced by the relevant authorities, which may vary from time to time; and
 - 6.2.3 Any other charges or amounts due to RMS under this Agreement.
- 6.3 If the Settlement is below the minimum Settlement amount as set forth in the Appendix A, such Settlement shall be carried forward to the next Settlement date.
- 6.4 RMS will transmit all Settlement to Merchant by fund transfer or by telegraphic transfer in the Merchant's bank account (subject to service fee per settlement) and shall deduct from the Settlement a charge to cover the service charges for making the Settlement in the manner as set forth in the Appendix A. Telegraphic transfer is subject to service fee per transfer charged by the financial institution and is fully borne by the Merchant.
- 6.5 In the event that the value of all items listed in Clause 6.2.1 to 6.2.3 exceed the value of all Transactions falling due for Settlement on the Settlement date, the resulting shortfall may be held over by RMS for deduction against the following Settlement when it shall be deducted from that Settlement together with any interest due. However, RMS reserves the right at any time to require payment (including by directly debiting Merchant account) of all or part of such shortfall in MYR.
- 6.6 Settlement payment by RMS to Merchant shall be in the settlement currency stated in the Appendix A or as determined by RMS.
- 6.7 RMS may hold back from the Settlement any amounts reasonably required to cover potential or expected Refunds, Charge Back, or Disputed Transactions.
- 7. Service Charges**
- 7.1 In consideration to the RMS Services provided to the Merchant, Merchant agrees to pay to the RMS:
- 7.1.1 The Transaction Fee on each RMS Transaction and deduct the same from the payment made by the E-Wallet User in respect of each RMS Transaction as set forth in the Appendix A.
 - 7.2 RMS reserves the right to recover RMS fee provided in Clause 7.1.1 hereof by debiting the amount from the Merchant account in the event of insufficient funds being available from the next Settlement. Without prejudice to RMS' other rights RMS may suspend or withdraw the Services if Service Charges or any other sums payable to RMS are not paid when due. Merchant is also responsible for RMS additional costs due to dealing with the E-wallet User disputes, Refunds, Charge Back, Disputed Transactions or other causes.
 - 7.3 RMS reserves the rights to suspend the Merchant account and Settlement to the Merchant in the event that the Maintenance Fee, Charge Backs, and other due charges are not settled by the Merchant after two (2) weeks from the date the debt is due. The Merchant account shall be reactivated upon settlement of all amounts due and owing to RMS within one business day.
- 8. Security Deposit & Transaction Limit**
- 8.1 The maximum amount of any single Settlement permitted under the Merchant Account is stated in the Appendix A (hereinafter referred to as the Trading Limit). RMS may vary the Trading Limit at any time by notice to Merchant. RMS reserves the right to complete or reject any attempted payment that exceeds the applicable limit at RMS complete discretion. In addition, RMS reserves the right to further limit the monetary amount or the frequency of transactions from any of the Merchant's accounts for security reasons, without incurring any liability to the Merchant if RMS imposes such a limitation. RMS reserves the right to refuse to honor payment requests that RMS believes or suspects are fraudulent or erroneous. The Merchant accepts that RMS shall exercise this right in RMS' sole discretion. For avoidance of doubts, the Merchant shall not in any case rely upon RMS to discover or prevent loss as a result of a fraud or erroneous payment.
- 9. Transaction Risk Disclosures**
- 9.1 The Merchant agrees that the Transaction may be subject to risks which shall include but not limited to Settlement risk, risk due to fraudulent Transactions and/or erroneous payment when accepting the Transaction made by the E-wallet Users. The Merchant acknowledges and agrees that RMS and the E-Wallet Issuer shall not be held liable for any liability or claims arising thereon.
- 10. Charge Back & Disputed Transactions**
- 10.1 RMS shall not be responsible and liable to Merchant in the event an E-Wallet User disputes any Transaction.



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- 10.2 RMS may use its best effort in assisting to provide the information relating to the disputed Transaction to the Merchant, but RMS shall not under any obligation or responsibility to investigate any disputes on the Transactions.
- 10.3 In the event of any Charge Back, RMS will immediately be entitled to debit Merchant account (if not already debited as a disputed Transaction) and/or to recover from Merchant by other means the amount paid by RMS in respect of the relevant Transaction(s). The E-wallet Issuer's decision shall be conclusive as to the determination of any Charge Back.
- 10.4 Subject to Clause 10.3, where RMS is notified of any Charge Back or disputed Transactions, RMS will notify Merchant of the same by email or letter and wherever possible accompanied by an explanation of the reason for it. RMS has the right to suspend the processing of any Transaction or withhold Settlement to Merchant of the amount of that Transaction until the satisfactory completion of any investigation.
- 10.5 In the event that RMS reasonably determines that there is a possibility of Charge Back, RMS shall have the discretion to retain funds (up to a maximum of 6 months) from any Settlement to cover the potential amount of such Charge Back, and Merchant shall provide such additional funds within fourteen (14) days from RMS' official request to cover any Charge Back and potential Charge Back.

11 Refunds

- 11.1 Where there is any Transaction to be refunded to an E-Wallet pursuant to the instruction by the E-Wallet Issuer, the amount will be debited from Merchant account, RMS will notify Merchant of the same by email or letter and wherever possible accompanied by an explanation of the reason for it. The refund into the E-Wallet will be initiated within fourteen (14) days from the instruction by the E-Wallet Issuer.
- 11.2 Where there is any Transaction to be refunded to an E-Wallet pursuant to the instruction by the Merchant, the amount will be debited from Merchant account, and such refunds will only be made to the E-Wallet upon which the original Transaction was debited and not by any other method, and it will incur a service charge specified in the Appendix A. For the avoidance of doubt, such refunds request by the Merchant will only be entertained within four (4) Business Days from the date of the Transaction.
- 11.3 For avoidance of doubt, Merchant shall not make any refunds to the E-Wallet User directly. In the event an alternate method is used by the Merchant to effectuate a refund, RMS and/or E-Wallet Issuer rights' to be fully reimbursed by the Merchant for refunds shall not be adversely affected in any way whatsoever.

12 Indemnity

- 12.1 The Merchant hereby indemnifies and shall keep RMS indemnified from and against all suits, actions, demands, damages, losses, liabilities (whether criminal or civil), expenses and cost whatsoever arising to which RMS, its employees or servants may be subjected in any manner due to, arising out of or in the course of or by reason of any breach of this Agreement by the Merchant, including, without limitation:
- 12.1.1 the negligent or intentionally wrongful acts or omissions of the Merchant or its agents, employees, licensees;
- 12.1.2 any act of fraud committed by the Merchant or its agents, employees or licensees;
- 12.1.3 breach resulting in any successful claim by any third party alleging libel or slander in respect of any matter arising from the Merchant carrying out the Transactions;
- 12.1.4 breach resulting in any successful claim or penalty fee imposed by the E-Wallet Issuer in respect of any matter arising from the Merchant carrying out the Transactions;
- 12.1.5 any breach by Merchant of any representation, warranty, covenant, agreement or other obligation contained herein;
- 12.1.6 Any event which may compel the authority to issue statutory order towards RMS to make certain payment as a result of fraudulent and illegal transaction which may occur beyond RMS control;
- 12.1.7 any breach by Merchant of any provision contained herein;
- 12.1.8 any failure of Merchant to comply with all applicable laws in connection with the Razer Pay services provided hereunder; or
- 12.1.9 any violation or claimed violation of a third party's rights, including intellectual property rights in connection with the Razer Pay services.

13 Confidentiality

- 13.1 Each Party shall, and shall ensure that its employees, keep confidential and shall not disclose to any person or use directly or indirectly for its own or any other person's benefit (other than for the due performance by it of its obligations under this Agreement), any Confidential Information disclosed, made available or otherwise provided to that Party ("Receiving Party") by or on behalf of any other Party ("Disclosing Party").
- 13.2 Clause 13.1 shall not apply to the extent of:
- (a) any Confidential Information which at the time it is disclosed, made available or otherwise provided by the Disclosing Party, was already in the public domain and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the Receiving Party;

- (b) any disclosure required by any governmental or regulatory authority or stock exchange having jurisdiction over the Receiving Party in order to comply with any official directive or guideline, whether or not having the force of law; and
- (c) any disclosure made in confidence to professional consultants of the Receiving Party or to an affiliate of the Receiving Party, provided that such disclosure is made in confidence and that each person to whom such disclosure is made has given an undertaking on the same terms as this Clause.

- 13.3 The Receiving Party shall take all reasonable steps to minimize the risk of disclosure of any Confidential Information disclosed, made available or otherwise provided by the Disclosing Party by ensuring that only its employees and directors whose duties will require them to possess any such Confidential Information shall have access thereto, and that they shall be instructed to treat the same as confidential.
- 13.4 Notwithstanding, the Merchant agrees and authorizes RMS to disclose or release the information pertaining to Merchant's application to receive services of RMS, to its affiliates, E-Wallet Issuers and third-party providers for the purpose of registration and receiving the services of RMS.
- 13.5 The obligations contained in this Clause shall endure after the termination or expiry of the Term without any limit in time.

14 Mutual Representations and Warranties

- 14.1 Each Party represents and warrants to the other that, as at the Effective date:
- (a) it is a company duly constituted, properly incorporated and is validly existing under the laws of its country of incorporation;
- (b) it has taken all corporate and other action required to authorize the execution, delivery and performance of this Agreement, and the Agreement is binding upon and enforceable against it in accordance with its terms and conditions;
- (c) it has obtained all approvals required from any government, tax, monetary or other authority to enable it to comply with the provisions of this Agreement and make payment as specified, and all approvals are in full force and effect;
- (d) the compliance with the provisions of this Agreement will not violate any other agreement to which it is a party;
- (e) it is not a subject of any actual, pending or threatened legal proceedings which has or is likely to have a material adverse effect on its financial conditions; and
- (f) it has taken no corporate action, nor has any other steps been taken or legal proceedings started or threatened against it for its winding up, dissolution or for the appointment of a receiver, administrator, trustee or similar officer of it or any or all of its assets and undertakings.

15 Merchant's Covenants and Undertakings

- 15.1 The Merchant hereby irrevocably and unconditionally covenants and undertakes:
- 15.1.1 to observe any guidelines, operating procedures or policies provided by RMS from time to time during the Term of this Agreement;
- 15.1.2 that all information disclosed to RMS in connection with this Agreement is true, accurate and complete. Merchant will promptly inform RMS of any action or event of which it becomes aware that has the effect of making inaccurate, any of Merchant's representations and warranties;
- 15.1.3 upon request by RMS, to allow RMS' representative for site visit and photo taking on the Merchant premise;
- 15.1.4 to notify RMS immediately in writing of any change in the organization or corporate or business structure of the Merchant or in any of the information furnished to the Merchant Bank pursuant to this Agreement;
- 15.1.5 at all times, to promote and recommend E-Wallet Users to purchase Products using the RMS System;
- 15.1.6 not to provide or disclose any information in relation to or in connection with the Transactions to any unauthorised third party; not to gain or attempt to gain, directly or indirectly unauthorised access to RMS System for the purpose of obtaining the E-wallet Users information;
- 15.1.8 not to use the RMS System to conduct any fraudulent, immoral or illegal activities or activities that may infringe the intellectual property rights of third parties; and
- 15.1.9 not to use any intellectual property belonging to RMS, including, without limitation, trademarks, trade names or patents, whether registered or not, without the prior written consent of RMS other than such usage permitted under this Agreement.

16 Limitation on Liability

- 16.1 Notwithstanding anything else in this Agreement, neither RMS nor its officers, directors, agents, shareholders or employees shall be liable with respect to any contract, tort or other legal or equitable theory for any incidental, indirect, special, exemplary or consequential damages incurred as a result of lost time,



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lost savings, lost data, lost goodwill or lost profits, whether foreseeable or unforeseeable, that arises out of or in connection with this agreement even if such party has been advised of the possibility or likelihood of such occurring.

- 16.2 In no event shall RMS' total accumulated liability under this Agreement and any applicable law, exceed the total amount of MDR paid or payable by RMS to Merchant under this Agreement for the six-month period preceding that claim for liability, irrespective of the nature or kind of such liability.

17 Right of Termination

- 17.1 Termination due to the default of the Merchant:

17.1.1 Upon the occurrence of any of the events set out below RMS may, at its absolute discretion, forthwith, by giving notice in writing to the Merchant, terminate this Agreement without prejudice to any other remedy RMS may have against the Merchant:

- (a) if and whenever there shall be a breach of or non-observance or non-performance of any of the terms, covenants or conditions contained herein and on the part of the Merchant and/or its employees to be observed and performed including failure to pay any of the fees and payment herein stipulated;
- (b) any judgment obtained against the Merchant remains unsatisfied for more than fourteen (14) days or the Merchant shall have its property seized under any distress or execution process, makes any arrangements with or assignment for the benefit of its creditors or becomes a bankrupt or is the subject of any winding up proceedings or makes any arrangements or composition with its creditors;
- (c) the Merchant has a receiver or a receiver and manager appointed over the whole or in part of its property or undertake or has an official manager appointed pursuant to the provisions of the Companies Act 2016 or any other legislation in substitution therefore or a special administrator appointed pursuant to the Pengurusan Danaharta Nasional Berhad Act 1998;
- (d) the Merchant defaults in performing or observing any terms, covenants or conditions to be observed or performed by it under any mortgage or other encumbrance over the assets of the Merchant and such default materially affects the ability of the Merchant to perform its obligations under this Agreement;
- (e) the Merchant being a partnership changes its membership without the prior written approval of RMS or is terminated or dissolved except in the events of death of a partner;
- (f) where the Merchant is a corporation, the control of the Merchant by the shareholders who are shareholders as at the date of this Agreement is passed by them to other persons or corporation without the prior written approval of RMS first being had and obtained;
- (g) the Merchant being a natural person becomes of unsound mind or infirm or becomes a drug addict or an alcoholic, meaning that he/she habitually uses drugs or intoxicating liquor to such an extent that he/she has lost the power of self-control with respect to drugs or intoxicating liquor; or
- (h) the Merchant is engaged in or suspected of engaging in fraudulent, illegal or immoral activities or the Merchant is conducting or suspected of conducting fraudulent, illegal, immoral or infringing third parties' intellectual property, transactions through RMS System.
- (i) the Merchant has breached the provisions in clause 4.12.
 - 18.1.2 Upon termination of this Agreement, RMS shall not be obliged or bound to make any Settlement to Merchant for any Transaction completed after the date of termination.
 - 18.1.3 Upon termination of this Agreement, the Merchant shall forthwith return to RMS, at the Merchant's own cost and expenses, all materials provided by RMS pursuant to this Agreement.
 - 18.1.4 Upon termination of this Agreement, the security deposit as set forth in the Appendix A will be returned to the Merchant six (6) months upon the termination of the Agreement.

- 17.2 Either Party may terminate this Agreement at anytime without cause upon thirty (30) days prior written notice to the other Party.

- 17.3 Upon termination of this Agreement, any payments or obligations due from Merchant to RMS, or from RMS to Merchant, will become due and payable within thirty (30) days from the date of termination. For any Merchant where the security deposit is waived by RMS, any due and payable payment from RMS to Merchant shall only be payable six (6) month after the termination of the Agreement.

18 Suspension

- 18.1 RMS shall not be liable or responsible to the Merchant in any manner whatsoever for any failure to perform any of its obligations contained in this Agreement if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency of any state or any change in the interpretation or application thereof, it is or will become unlawful, or contrary to any such directive, or impractical without breaching such law or directive, for RMS to give effect to its obligations under this Agreement.

19 Ownership

- 19.1 RMS shall maintain ownership of materials, products, Point-of-Sale terminals, supporting hardware and other equipment ("RMS Property") supplied by RMS to the Merchant pursuant to the provision of the Services.

- 19.2 RMS grants to the Merchant limited, non-exclusive, non-transferable and revocable licence to use the RMS's Property. Merchant undertakes to bear any costs and expense arising from Merchant's damage to RMS Property, such payment due on demand.

20 Notices

- 20.1 All notices, demands, requests or communications given pursuant to or in connection with this Agreement shall be given in the English language and sent via telefax, email, airmail or by hand to the addresses and telefax of the Parties.
- 20.2 All communications shall be effective on receipt and shall be deemed to have been received, in the case of a registered letter, not later than five (5) days after having been posted; if by hand, when receipt is signed by the recipient's representative; and in the case of a telefax or email, when such communications have been sent and a confirmation of receipt is obtained, except that if the telefax or email is sent after normal office hours or on a day which is not a Business Day, such communications shall be deemed to have been received on the next Business Day.

21 Waiver

- 21.1 No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. The rights and remedies in this Agreement are cumulative and not exclusive of any rights and remedies provided by the applicable laws, rules and regulations.

22 Governing Law and Jurisdiction

- 22.1 This Agreement and the documents to be entered into pursuant to it shall be interpreted and construed in accordance with the laws of Malaysia. All disputes arising out of this Agreement and the documents to be entered into pursuant to it shall be subject to the exclusive jurisdiction of the courts of Malaysia.

23 Entire Agreement and Amendments

- 23.1 This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous communications and agreements, written or oral, relating to such subject. Any amendments to this Agreement shall be agreed in writing by both Parties.

24 Cost and Expenses

- 24.1 Each Party shall bear its own costs and expenses in respect of the preparation and execution of this Agreement and all ancillary documents.

25 Transfer

- 25.1 The Merchant shall not assign, novate, transfer, subcontract or delegate any of its rights, interest or obligations under this Agreement or any part thereof without the prior written consent of RMS.

26 Discretion

- 26.1 No decision, exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be deemed to have been made by RMS except if it is in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

27 Variation

- 27.1 The terms of this Agreement may be amended by RMS from time to time by way of a notice in any manner set out in clause 20.1 (which will be deemed received by the Merchant in the manner set out in clause 20.2) or an amendment agreement couriered to the Merchant's registered address (which will be deemed received not later than five (5) days after having been posted) or by any other manner as RMS may in its absolute discretion determine.
- 27.2 Any amendment to this Agreement will take effect fourteen (14) days from the date the notice is deemed received by the Merchant (as set out in clause 27.1) ("Date of Change") unless the Merchant communicates in writing to RMS of its non-acceptance of the amendment to this Agreement before the Date of Change.
- 27.3 In the absence of any notification by the Merchant, the Merchant agrees that continued performance of RMS Transactions after the Date of Change shall constitute the Merchant's acceptance of the amendment to this Agreement made by RMS.

28 Anti-bribery & Corruption Laws.

- 28.1 The Merchant shall comply and shall take appropriate steps to ensure the compliance of each of its principals, owners, ultimate beneficial owners, shareholders, officers, directors, employees, agents, consultants, affiliates, suppliers and sub-contractors with all applicable anti-bribery and anti-corruption laws in Malaysia ("Anti-Bribery and Corruption Laws") in any business



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dealings and activities undertaken in connection with this Agreement. Accordingly:

- (a) Merchant undertakes that neither it nor its affiliates nor anyone acting on its behalf shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer or employee of RMS or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.
(b) Merchant covenants that it has not and shall not, in all activities in connection with the performance of this Agreement, directly or indirectly, make any payment, authorise, offer or promise to make any payment or transfer of anything of value to a government official or employee, or to any political party or any candidate for political office, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire, preserve or obtain business.
(c) Merchant shall not instruct, cause or permit any third party to violate the conditions in this Clause 28 on behalf of Merchant or RMS.
(d) Merchant shall as soon as possible, in writing or orally, inform any of the officers of RMS, upon having knowledge of any director, officer or employee of RMS, directly or indirectly, asking for or receiving, any Gratification whether for his own personal benefit or advantage or for the benefit or advantage of any other person, in relation to this Agreement, whether before, during or after the term of this Agreement.
(e) Merchant undertakes that neither it nor its affiliate nor anyone acting on its behalf shall, whether before, during or after the term of this Agreement, directly or indirectly, give or offer, or agree to give or offer, any Gratification as an inducement or reward to any director, officer or employee of RMS or any other person, for doing or forbearing from doing or for having done or forborne from doing any act, or for showing or forbearing from showing favour or disfavour to any person, in relation to this Agreement.

- (f) Merchant shall maintain true and accurate records necessary to demonstrate compliance with this Clause 28 and shall provide to RMS a written certification of the measures it has taken to ensure such compliance upon simple request by RMS. RMS shall have the right to audit, by itself and/or by its appointed auditors and representatives, such books and records and various locations of the Merchant for the purposes of assessing compliance with the provisions in this Clause 28, upon notice and subject to reasonableness as to place, date and time of said audit, all to the extent such books and records relate to Merchant's performance under this Agreement. Merchant agrees to fully cooperate in any such audit.
28.2 Without prejudice to RMS's other rights and remedies under the Agreement or law, RMS may terminate this Agreement, or suspend or withhold payment effective immediately, upon written notice to Merchant if RMS in good faith believes that Merchant, its Affiliate or anyone acting on its behalf is in breach or caused a breach of this Clause 28. Upon such termination, RMS shall be entitled to claim all losses, costs, damages and expenses including any incidental costs and expenses incurred by RMS arising from such termination. RMS shall not be liable for any claims, losses or damages suffered by Merchant arising from or in connection with Merchant's failure to comply with this clause, or the termination of this Agreement pursuant to this clause.
28.3 Regardless of any other provision in this Agreement, RMS will not be obliged to do, or omit to do, any act which would, in its reasonable opinion, potentially cause RMS to breach the Anti-Bribery and Corruption Laws.
28.4 Merchant shall be liable for and shall defend, indemnify and hold harmless RMS from and against any and all costs and expenses as arising out of or in connection with any breach by Merchant of this Clause 28.
28.5 Notwithstanding any other provision in this Agreement but subject to any written law, RMS shall keep confidential any information disclosed or received under Clause 28 including the identity of the person giving the information and all the circumstances relating to the information.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

RAZER MERCHANT SERVICES SDN BHD

NAME OF COMPANY

(signature)

(signature)

SIGNED BY

SIGNED BY

for and on behalf of

for and on behalf of

Razer Merchant Services Sdn Bhd (Formerly known as MOLPay Sdn Bhd)

NAME OF COMPANY

Witnessed by:

Witnessed by:

(signature)

(signature)

Witness Name:

Witness Name:

Appendix A – E-Wallet Services Fee Structure

Item Description	Terms & Conditions
Transaction Fee (MDR) for the E-Wallet Issuers listed below:	<i>Transaction Fee (MDR) is valid until 31st December 2020.</i> <i>Any revision of Transaction Fee (MDR) will be subject to parties mutual agreement.</i>
<u>MALAYSIA</u>	
(a) Razer Pay E-Wallet	1.00 %
(b) Boost E-Wallet	1.20 %
(c) Maybank QR Pay E-Wallet	1.00 %
(d) Touch 'n Go Digital E-Wallet	1.00 %
(e) Grab Pay E-Wallet	1.00 %
<u>CHINA</u>	
(a) Alipay Spot (China) E-Wallet	1.00 %
(b) WeChat Pay QuickPay (China) E-Wallet	1.00 %
Settlement Period for Razer Pay E-Wallet, Boost E-Wallet, Touch 'n Go Digital E-Wallet, Alipay Spot (China) E-Wallet & WeChat Pay QuickPay (China) E-Wallet	Settlement will be remitted based on T+2 cycle, and any Settlement which falls on non-Business Day will be made on the next Business Day.
TT Charges	Borne by Merchant
Refund Service Charge	NIL
Chargeback Fee	NIL
Processing Currency	MYR
Settlement Currency	MYR
Settlement Amount	NIL
Trading Limit	NIL
Setup Options & Other Charges	
(a) RMS Virtual Terminal	NIL
(b) Physical Terminal	NIL
- Installation Fee	NIL
- Monthly Terminal Rental Fee	
(c) POS Integration	Chargeable by POS vendor to Merchant.
- Integration cost & setup	