

This Supplementary Agreement is made on the day and the year as stated in Part I of Annexure 1 between the following parties:

RHB BANK BERHAD (6171-M), a licensed Bank incorporated in and under the laws of Malaysia and having its registered office at Level 9, Tower One RHB Centre Jalan Tun Razak 50400 Kuala Lumpur of one part ("RHB Bank").

AND

The Party whose name, legal description and registered address are stated in Part II of Annexure 1 at the principal place of business as stated in Part III of Annexure 1 of the other part ("Merchant").

Whereas

- A. By a Merchant Agreement entered between RHB Bank and the Merchant on the date as set out in Part IV of Annexure 1, RHB Bank agreed to allow the Merchant to participate through RHB Bank, in the VISA and/or MASTERCARD Acceptance Programme.
- B. The parties agree to supplement the Merchant Agreement to include relevant terms applicable to debit card.

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSETH as follows:

- A. The following NEW definition shall be added to the Merchant Agreement :

1. DEFINITIONS AND INTERPRETATION

"MYCLEAR" means Malaysian Electronic Clearing Corporation Sdn Bhd (a wholly-owned subsidiary of Bank Negara Malaysia)

"DOMESTIC DEBIT CARD" means validly issued domestic debit card (routed to MyDebit payment network) issued by authorised banks or financial institution.

"PIN" means in relations to Card Member, the personal identification number require to be key in on EDC Terminal for performing transaction.

"DOUBLE SWIPING" means it is an act of a merchant completing a second swipe of a payment card at any other device after obtaining authorisation from card issuer.

"PIN & PAY" means transaction to be processed by PIN verified.

- B. The following EXISTING definition shall be AMENDED in the Merchant Agreement :

1. DEFINITIONS AND INTERPRETATION

"Card Holder" means a person who has applied and to whom the Card is issued and whose signature appear thereon as an authorised user and where the context so permits, shall include

a Supplementary Cardholder and/or (2) a person to whom has been issued domestic debit and/or payment card, whichever applicable.

“CARD” means :-

(d) an authorised and unexpired Domestic Debit Card that allows the holder to purchase good and/or services at the participating merchant by debiting from card holder’s nominated current account and/or saving account,

as the case may be, and where the context so permits include any one or more or all of the aforesaid cards.

C. The following NEW Clause 2.13 shall be inserted in the Merchant Agreement:

## **2. HONOUR OF THE PAYMENT METHODS AND TRANSACTIONS**

2.13 In addition to the above, the following shall also be applicable for Domestic Debit Card :

- (a) The Merchant shall only process Card transaction through the use of the EDC Terminal and Pin Pad provided or approved by the Bank only and not by any other mode and manner.
- (b) The Merchant must always ensure the card member has the confidentiality and security to enter the Personal Identification Number (PIN) for completing the transaction.
- (c) All complete transaction shall be subject to the merchant discount rate and/or any other relevant deductions from the total charges presented.
- (d) Merchant is prohibited to perform double swiping by second swipe of card at any other device.
- (e) Merchant shall permit card member to perform PIN verification and/or keying in the PIN for card to request transaction to be processed via PIN & PAY.
- (f) Merchant shall not require a minimum transaction amount below which merchant shall refuse to accept an otherwise valid card.
- (g) RHB Bank shall ensure that the MyDebit function on the terminal is in working condition upon installation and that any fault call is attended to within 3 hours (Klang Valley) or 3 days (outside Klang Valley).

D. The following NEW Clause 3.8 shall be inserted in the Merchant Agreement:

## **3. DISPLAY OF THE VISA AND/OR MASTERCARD AND/OR MYDEBIT AND/OR RHB BANK MARKS AND NAMES**

3.8 The merchant agrees and undertakes to:

- (a) The Merchant shall adequately display appropriate card trademarks, logos, names and other promotional materials provided by the Bank and/or MyClear at the Merchant’s premises and/or outlets and/or establishments.
- (b) The Merchant shall not use any of the card trademarks, logos, names and other intellectual property rights owned by or licensed to RHB Bank and/or MyClear for the

Merchant's advertising and promotional campaign without prior written approval from RHB Bank.

- (c) The Merchant shall not make any statement, cause or permit to be done, anything that may damage any of the card trademarks, logo, names and other intellectual property rights owned by or licensed to RHB Bank and/or MyClear.
- (d) The Merchant shall accept and honour all card when presented by card members at any EDC Terminal and provide the goods and/or services on the same time and conditions as those under which it supplies goods and/or services to persons purchasing good and/or services by means other than by Card.
- (e) The Merchant shall take all reasonable action to ensure that all EDC Terminals and pin pads are available for use by Cardholders and adequately displayed at the Merchant's premises and/or outlets and/or establishments.

E. Clause 9.1 shall be amended to as follows:

9.1 The Merchant agrees to be bound by the procedures and operations guidelines prescribed by RHB Bank when accepting or refusing acceptance of any Payment Method.

F. Clause 9.2 shall be amended to include 'MyClear' in the following sentence :

9.2 .....Where RHB specifies that any particular requirement is in order for RHB Bank to comply with requirements of Visa, MASTERCARD **and/or MyClear**, such statement shall be conclusive of that fact and Merchant must comply strictly therewith.

G. Clause 9.5 (e) shall be amended to as follows:

9.5 The Merchant agrees and undertakes to defend, indemnify and keep indemnified.....arising out of or in connection with :

(e) Any violation by the Merchant of any operational guidelines, any applicable law or regulation including but not limited to any Visa, MASTERCARD and/or MyClear rules, regulation, Unlawful Activity and any import or export control legislations and regulations;

H. Clause 12.7 shall be amended to as follows:

12.7 Any payments due from RHB Bank to the Merchant for any Card transaction will be credited directly to the Merchant's banking account maintained with RHB Bank. Any payment due from the Merchant to RHB Bank may be recovered by RHB Bank by way of deduction from subsequent Charges submitted to RHB Bank for payment and/or debiting the Merchant's account maintained with RHB Bank and/or by RHB Bank exercising its right of set-off and/or by RHB Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter and/or by any other means as RHB Bank shall deem fit.

I. Clause 15.1 shall be amended to as follow:

15.1 Unless otherwise agreed to by RHB Bank in writing, the Merchant shall pay to RHB Bank Merchant Discount as stated in Part IV of Annexure 1 and all other relevant charges or any other sum of moneys (if any) as informed by RHB Bank from time to time. The Merchant Discount, relevant charges and other sum of moneys (if any) shall be deducted by RHB Bank before the Merchant is paid on each occasion.

J. The following NEW Clause 20.4 shall be inserted in the Merchant Agreement:

20.4 In the event any investigation needs to be conducted by RHB Bank due to any dispute or allegation of fraudulent transaction reported to RHB Bank, the Merchant shall at their own cost assist to furnish all relevant information and documents as requested and to fully cooperate with RHB Bank to facilitate the relevant investigation into such dispute or fraudulent transaction.

K. Clause 26.1(e) shall be amended to as follows :

26.1 The Merchant agrees and undertakes:

(e) to comply with all rules, guidelines or regulations imposed by RHB Bank relating to personal data as stated in Annexure 2 and all applicable data protection laws of Malaysia.

L. The following NEW Clause 26.2 shall be inserted in the Merchant Agreement:

26.2 All processing of personal data by RHB Bank for purpose of the Merchant Agreement shall be in accordance to the RHB Group privacy policy at [www.rhbgroup.com](http://www.rhbgroup.com) and all relevant laws and regulations binding on RHB Bank as part of the Banking and Financial Institution Sectors.

M. The following NEW Clause 33 – Merchant Responsibilities for Security shall be inserted in the Merchant Agreement:

33. Merchant Responsibilities for Security

- 33.1 The Merchant is to ensure that their authorised personnel and staff alone can have access to the Cards and information relating to the Cards. The Merchant must have their own security procedures when it comes to handling of the cardholders Cards and information.
- 33.2 The Merchant must not let any non-authorised personnel or staff or third party to operate the EDC Terminal on their behalf, or leave their EDC terminal unattended whilst the Cards is still at the EDC Terminal.
- 33.3 After the transactions conducted by the Cardholder, all relevant EDC Slips must not be kept and stored in a public place which is accessible to other customers or visitors of the Merchant. The Merchant is expected to keep the EDC slips with its other confidential documents and use its reasonable discretion to keep the information secured as how the Merchant treats its own documents.
- N. All existing Clauses 33 shall be renumbered to Clauses 34
- O. The following NEW Part IV shall be inserted into Annexure 1

**Part IV : Merchant Discount Rate (MDR)**

Card Type	MDR
Scheme Debit (Visa and MasterCard)	0.80%
MyDebit	0.70%

Please note that the above MDR are subject to GST 6%.

- P. The clauses on Personal Data Protection Act 2010 as attached in Annexure 2 to this Supplementary Agreement shall be inserted as NEW Annexure 2.
- Q. The parties hereby expressly and irrevocably agree that save as varied herein, all terms and conditions, warranties, covenants, provisions and undertaking contained in or subsisting under the Merchant Agreement shall continue to be applicable, valid and binding and the Merchant Agreement shall remain in force and effect save as modified herein and shall henceforth operate as though the variations herein been originally incorporated in the Merchant Agreement.
- R. Save as amended and waived by this Supplementary Agreement, the provisions of the Merchant Agreement shall continue in force and effect and the Merchant Agreement and this Supplementary Agreement shall to the extent applicable be read and construed as one instrument.
- S. Each party shall bear its own solicitor's costs but the stamp duty payable on this Supplementary Agreement shall be borne by the Merchant.
- T. Each party agrees that all clauses relating to any representation and obligation related MASTERCARD and Visa shall also be applicable to Domestic Debit Card only to the extent that such clauses are relevant to the operation of the Domestic Debit Card. In the event of any inconsistency between the terms stated in the Merchant Agreement and the terms stated in this Supplementary Agreement, terms relevant to Domestic Debit Card as stated in this Supplementary Agreement shall prevail.

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**IN WITNESS WHEREOF** the duly authorised representatives of the Parties have set their hands the day and year first above written.

SIGNED BY )  
 )  
for and on behalf of )  
**RHB Bank Berhad** )  
**(Company No. 6171 M)** )  
in the presence of:- ) .....

SIGNED BY )  
 )  
for and on behalf of )  
the **Merchant** )  
**(Company No. )** )  
in the presence of:- ) .....

## **Annexure 1**

Part I : Date of Supplementary Agreement :

Part II : Merchant's Name, description and Registered Address :

Part III : Merchant's Principal Place of Business :

Part IV : Date of Merchant Agreement :



**Annexure 2**  
**Personal Data Protection Act 2010**

- 1.1 The Merchant undertakes to fully comply with the provisions of the Personal Data Protection Act and any other laws, regulations and industry standards relating to the privacy, confidentiality or security of Personal Data (collectively, "Privacy Laws").
- 1.2 The Merchant shall Process Personal Data only on behalf of and for the benefit of RHB Bank, only to the extent and in such manner as is necessary for the purposes of Processing Personal Data in connection with the Agreement, and to carry out its obligations pursuant to the Agreement and in accordance to RHB Bank's written instructions.
- 1.3 RHB Bank shall have the exclusive authority to determine the purposes for and means of Processing Personal Data and reserves the rights to amend such purposes and means from time to time.
- 1.4 The Merchant and its employees shall hold in strict confidence any and all Personal Data.
- 1.5 The Merchant shall ensure that access to the Personal Data is limited to:
  - (a) those employees who need access to the Personal Data to meet the Merchant 's obligations under this Agreement; and
  - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 1.6 The Merchant shall ensure that all employees:
  - (a) are informed of the confidential nature of the Personal Data;
  - (b) have undertaken training in the laws relating to handling Personal Data; and
  - (c) are aware both of the Merchant's duties and their personal duties and obligations under such laws and this Agreement
- 1.7 Where RHB Bank shares, transfers, discloses or otherwise provides access Personal Data to the Merchant, the Merchant shall:-
  - (a) employ appropriate safeguards to ensure compliance with Privacy Laws, including the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by RHB Bank ("**RHB Bank Data**");
  - (b) only process RHB Bank Data for purposes relating to the Agreement and shall comply strictly with all directions given by RHB Bank in respect of the same; and
  - (c) refrain from disclosing any RHB Bank Data to any third party, or transfer any RHB Bank Data outside Malaysia, without RHB Bank's prior written consent.
- 1.8 In the event the Merchant is permitted to disclose RHB Bank Data to any third party or contractors for the purposes of Processing RHB Bank Data in connection with the Agreement,

the Merchant shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on the Merchant under this Agreement.

- 1.9 The Merchant shall cooperate with RHB Bank if an individual requests access to his or her Personal Data for any reason.
- 1.10 The Merchant shall maintain reasonable safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data ("Data Security Incident").
- 1.11 The Merchant shall promptly inform RHB Bank in writing of any Data Security Incident of which the Merchant becomes aware, but in no case longer than 24 hours after it becomes aware of the Data Security Incident. Such notice shall summarize in reasonable detail the effect on RHB Bank, if known, of the Data Security Incident and the corrective action taken or to be taken by the Merchant. The Merchant shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with RHB Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Security Incident. The content of any filings, communications, notices, press releases or reports related to any Data Security Incident must be approved by RHB Bank prior to any publication or communication thereof.
- 1.12 Promptly upon the expiration or earlier termination of the Agreement, or such earlier time as RHB Bank requests, the Merchant shall return to RHB Bank or its representative, or at RHB Bank's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to RHB Bank (which decision shall be based solely on RHB Bank's written statement), each and every original and copy in every media of all Personal Data in the Merchant's possession, custody or control. In the event applicable law does not permit the Merchant to comply with the delivery or destruction of the Personal Data, the Merchant warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data after termination of the Agreement.
- 1.13 The Merchant shall provide to RHB Bank a copy of all Personal Data held by it in the format and on the media reasonably specified by RHB Bank at the request of RHB Bank.
- 1.14 RHB Bank shall have the right to monitor the Merchant's compliance with the terms of this Agreement. During normal business hours, and without prior notice, RHB Bank or its authorized representatives may inspect the Merchant 's facilities, premise, records and any information or materials in the Merchant 's possession, custody or control, relating in any way to the Merchant 's obligations under this Agreement. An inspection performed pursuant to this clause shall not unreasonably interfere with the normal conduct of the Merchant's business. The Merchant shall cooperate fully with any such inspection initiated by RHB Bank.
- 1.15 The Merchant shall deal promptly and appropriately with any inquiries from RHB Bank relating to the Processing of Personal Data in connection with or incidental to the performance of the Agreement.
- 1.16 The Merchant agrees to immediately notify RHB Bank in the event of any claim, notice, communication or complaint which relates directly or indirectly to the processing of the

Personal Data and/or an event of non-compliance with Privacy Laws and the data protection principles set out in the Act by either Party, whether discovered by the Merchant or forming the subject of an investigation and/or action by the relevant authorities. The Merchant shall provide RHB Bank with full co-operation and assistance in relation to any such claim, notice, communication or complaint.

- 1.17 The Merchant shall notify RHB Bank immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. RHB Bank shall have the right to defend such action in lieu of and on behalf of the Merchant. RHB Bank may, if it so chooses, seek a protective order. The Merchant shall reasonably cooperate with RHB Bank in such defense.
- 1.18 The Merchant agrees to indemnify and hold harmless RHB Bank and its officers, employees, directors and agents from, and at RHB Bank 's option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "**Claims**"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this Agreement; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Merchant or its employees in connection with obligations set forth in this Agreement; (iii) the Merchant's use of any third party providing services in connection with or relating to the Merchant's performance under this Agreement; or (iv) any Data Security Incident involving Personal Data in the Merchant's possession, custody or control, or for which the Merchant is otherwise responsible.
- 1.19 The Merchant agrees that any Processing of Personal Data in violation of this Agreement, RHB Bank's instructions or any applicable Privacy Laws, or any Data Security Incident, may cause immediate and irreparable harm to RHB Bank for which monetary damages may not constitute an adequate remedy. Therefore, the Merchant agrees that RHB Bank may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. The Merchant agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
- 1.20 The Merchant's obligations under this Agreement shall survive the termination of the Agreement and the completion of all services subject thereto.
- 1.21 For purpose of this Clause, the following are the definitions:
  - (a) PERSONAL DATA means any information in respect of commercial transactions, which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose, (b) is recorded with the intention that it should wholly or partly be processed by means of such equipment, or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from that information or from that and other information in the possession of RHB Bank, including any Sensitive Personal Information (as hereinafter defined) and expression of opinion about the individual, that may be (i) disclosed at any time to the Merchant or its employees by RHB Bank, in anticipation of, in connection with or incidental to the performance of the Agreement for or on behalf of RHB

Bank; (ii) disclosed at any time to RHB Bank or its employees by the Merchant, in anticipation of, in connection with or incidental to the performance of the Agreement; (iii) Processed (as hereinafter defined) at any time by the Merchant or its employees in connection with or incidental to the performance of the Agreement; or (iii) derived by the Merchant or its employees from the information described in (i) to (iii) above.

- (b) PROCESS or PROCESSING means collecting, recording, holding or storing the Personal Data, or carrying out any operation or set of operations on the Personal Data, including (a) organization, adaptation or alteration, (b) retrieval, consultation or use, (c) disclosure by transmission, transfer, dissemination or otherwise making available, or (d) alignment, combination, correction, erasure or destruction.
  
- (c) SENSITIVE PERSONAL INFORMATION means any Personal Data consisting of information as to the physical or mental health or condition of an individual, his political opinions, his religious beliefs or other beliefs of a similar nature, the commission or alleged commission by him of any offence, and other personal data as may be determined under the Personal Data Protection Act from time to time.