



Payments Network Malaysia Sdn Bhd
200801035403 (836743-D)

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Tower 2A, Avenue 5,
Bangsar South, 8 Jalan Kerinchi
59200 Kuala Lumpur

Ref No: DuitNow/MPC/2022/0012

25 May 2022

YBHG DATO' ABDUL LATIF BIN HAJI ABU SEMAN
Director General
MALAYSIA PRODUCTIVITY CORPORATION
Lorong Produktiviti, Off Jalan Sultan
46200 Petaling Jaya
Selangor

PRIVATE & CONFIDENTIAL

YBhg Dato',

SPONSORSHIP FOR DUITNOW QR ACTIVITIES WITH MALAYSIA PRODUCTIVITY CORPORATION

We are pleased to inform that **Payments Network Malaysia Sdn Bhd ('PayNet')** (Company No. : 200801035403) having its registered office at Level 12, Tower 2A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur has agreed to sponsor **RM87,600 to Malaysia Productivity Corporation ('MPC')** with its address at Lorong Produktiviti, Jalan Sultan, 46200 Petaling Jaya, Selangor, for **DuitNow QR Promotion Activities at Pekan Rabu, Kedah and Padang Besar, Perlis ('Campaign')** subject to the terms and conditions attached as Appendix 1 ('Agreement').

Please indicate your acceptance of the above-mentioned arrangement by signing the Acknowledgement of Acceptance and return the same to us for our further action.

We wish to thank you for your continued support and assure you of our commitment towards making DuitNow QR the preferred payment instrument in the country for the benefit of all stakeholders.

Yours sincerely,

MICHAEL KUMAR
Director, GCEO's Office



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ACKNOWLEDGEMENT OF ACCEPTANCE

I, the authorised signatory of **Malaysia Productivity Corporation ('MPC')**, having read and understood the terms and conditions of this sponsorship, hereby agree to the terms and conditions therein.

For and on behalf of
Malaysia Productivity Corporation ('MPC')

Name : YBhg Dato' Abdul Latif Bin Haji Abu Seman
[Authorised Signatory]
Designation : Director General, Malaysia Productivity Corporation (MPC)
Date 26/5/2022

APPENDIX 1
 TERMS & CONDITIONS

ITEM	PARTICULARS																		
1	Name of Campaign DuitNow QR Promotion Activities at Pekan Rabu, Kedah and Padang Besar, Perlis																		
2	Campaign Period Commencement Date : 1 June 2022 Expiry Date : 31 August 2022																		
3	Organiser Malaysia Productivity Corporation ('MPC')																		
4	PayNet's roles & responsibilities PayNet shall sponsor RM87,600.00 for this campaign at Pekan Rabu, Kedah and Padang Besar, Perlis ('Locations') comprising the activities described in paragraph 5A and 5B.																		
5	Organiser's roles & responsibilities MPC shall be responsible to: <ol style="list-style-type: none"> Utilise RM 27,600 to execute the following for registered DuitNow QR sellers at the Locations: <table border="1" data-bbox="366 1139 1355 1354"> <thead> <tr> <th>Program</th> <th>Details</th> <th>Prizes</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Hari Bertemu Pelanggan</td> <td>1 Lucky Draw each for registered DuitNow QR sellers at the Locations for a total of 2 Lucky Draws</td> <td>Digital Gadgets</td> <td>6 digital gadgets for 6 winners at each Location for a total of 12 digital gadgets for 12 winners</td> </tr> </tbody> </table> Manage DuitNow QR merchants' utilisation programs which includes engagement with the winning micro sellers and prize redemption comprising a stall upgrade worth RM5,000 each at the Locations described below: <table border="1" data-bbox="366 1498 1355 1767"> <thead> <tr> <th>Program</th> <th>Details</th> <th>Prize</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Utilisation Program</td> <td>Reward top 3 micro sellers with the highest DuitNow QR transactions monthly</td> <td>Stall upgrade for each top micro seller comprising: <ol style="list-style-type: none"> 1. Branded signboard 2. Branded curtain blinds 3. Branded portable air-conditioner </td> <td>12 top micro sellers (3 winners x 2 locations x 2 months)* <small>*must be different winners at each Location</small> </td> </tr> </tbody> </table> Approval from PayNet is required for any use of DuitNow branding used for the stall upgrades. 			Program	Details	Prizes	Quantity	Hari Bertemu Pelanggan	1 Lucky Draw each for registered DuitNow QR sellers at the Locations for a total of 2 Lucky Draws	Digital Gadgets	6 digital gadgets for 6 winners at each Location for a total of 12 digital gadgets for 12 winners	Program	Details	Prize	Quantity	Utilisation Program	Reward top 3 micro sellers with the highest DuitNow QR transactions monthly	Stall upgrade for each top micro seller comprising: <ol style="list-style-type: none"> 1. Branded signboard 2. Branded curtain blinds 3. Branded portable air-conditioner 	12 top micro sellers (3 winners x 2 locations x 2 months)* <small>*must be different winners at each Location</small>
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6	Organiser's Contact Person
	Name/Designation : Puan Azimah Adnan, Project Manager, Productivity Growth Division Telephone Number : +6012 2961494 Email address : Azimah@mpc.gov.my
7	PayNet's Contact Person
	Name/Designation : Puan Amy Zuhaira, Ecosystem Development, Retail Payment Services Telephone Number : +6013 5117069 Email address : amy.zuhaira@paynet.my
	With finance related matters copied to: Email address : fin.operations@paynet.my
8	Liability & Indemnity
	The Organiser shall be solely and fully responsible for attending to any complaints, claims or enquiries on matters relating to the Campaign. The Organiser shall be solely liable for any damages or legal action taken by the sellers arising from such complaints, claims and enquiries, provided always that such damages or claims are not due to the negligence or omissions of PayNet.
9	General
	<ol style="list-style-type: none"> a. PayNet shall provide an e-payment form to the Organiser to fill up the necessary details relating to the sponsored sum and upon PayNet's confirmation of the completeness of e-payment form, the Organiser shall issue an invoice to PayNet for the sponsored sums to be paid within thirty (30) days from the date of the invoice b. Any amendments of the terms and conditions of this Sponsorship Agreement shall be in writing and signed by the parties. Any terms and conditions which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, void, prohibition or unenforceability without invalidating the remaining provisions hereof. c. No delay in exercising or non-exercise by either party of any of its rights under or in connection with the terms and conditions of this Sponsorship Agreement shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it. d. The waiver of either part of any of the terms and conditions of this Sponsorship Agreement shall not prejudice any remedy to or insistence of strict rights for the waiving party in respect of other breaches of the same or other terms and conditions hereunder. e. Unless otherwise agreed to in writing by the parties, neither party shall assign or transfer all or any of its rights, obligations or benefits hereunder to any third party.

	<p>f. Each party will bear its own legal costs and expenses in relation to the negotiation, preparation and execution of this Sponsorship agreement and other documents relating or ancillary to it. The stamp duty payable under this Sponsorship Agreement shall be borne by the Organiser.</p> <p>g. Where any dispute arises in relation to the terms and conditions of this Sponsorship Agreement, both parties will make genuine efforts to resolve the dispute by negotiation between them (ensuring the dispute is internally escalated to the appropriate levels of management as required). If negotiation fails, the parties will finally resolve the dispute in the Courts of Malaysia.</p> <p>h. The terms and conditions of this Sponsorship Agreement shall be governed by the laws of Malaysia.</p>
10	<p>Anti-Corruption</p> <p>10.1 The Organiser shall, in performing its contractual obligations to PayNet pursuant to this Agreement:</p> <p>(a) act honestly and fairly;</p> <p>(b) provide PayNet with true and accurate information;</p> <p>(c) strictly comply with all relevant laws and regulations, including without limitation to those relating to anti-corruption, namely the MACC Act and all relevant Guidelines, circulars or directives;</p> <p>(d) comply with PayNet's position on anti-corruption, along with any guidelines on ethics and integrity communicated by PayNet and made available in PayNet's official website;</p> <p>(e) not:</p> <p>(1) directly or indirectly offer or provide to an employee, director or other representative of PayNet; or</p> <p>(2) directly or indirectly solicit or accept from an employee, director or other representative of PayNet,</p> <p>any gratification, as inducement to or reward for:</p> <p>(A) improperly influencing a business decision to act contrary to PayNet's interest or for the purpose of obtaining any advantage in the implementation of a contract; or</p> <p>(B) being improperly influenced in making a business decision to act contrary to PayNet's interest or for the purpose of conferring any undue or inappropriate advantage in the implementation of a contract;</p> <p>(f) not offer or provide any gratification which might be considered a bribe under either local or international legislation to a government official, either in Malaysia or any other country;</p> <p>(g) not use improperly, for purposes of competition or personal gain, or pass on to others, any information which may be reasonably be regarded as confidential and is provided by PayNet as part of the business relationship, including plans, technical proposals and business details including information contained or transmitted electronically;</p> <p>(h) not give any gratification to a public official, in order to expedite a process in relation to work carried out for PayNet;</p> <p>(i) take all measures to prevent corrupt practices, unfair means and illegal activities at all</p>

times while carrying out its contractual obligations;

(j) not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee or director of PayNet;

(k) ensure that its employees and other representatives of the Organiser dealing with PayNet are aware of the provisions above; and

(l) immediately notify PayNet in writing or orally, by informing any of the Designated Officer of PayNet as mentioned herein, if it is aware of any breach of this provision, or if it becomes reasonably suspicious that this provision may have been breached.

10.2 Where PayNet has reasonable concerns regarding behaviour involving gratification on the part of the Organiser, PayNet shall have the right to:

- (a) direct the Organiser to investigate the matter, and the Organiser shall carry out its investigations in the manner as directed by PayNet acting reasonably; and/or
- (b) conduct its own investigation into the matter, and the Organiser shall provide all reasonable assistance, information and documentation to PayNet, in respect of the conduct of investigations.

Pursuant to the investigation(s), if deemed necessary by PayNet, PayNet may acting reasonably require the Organiser to take such appropriate action(s) against any such person(s) involved in such corrupt behaviors.

10.3 Without prejudice to any other rights of PayNet, if the Organiser, its employee(s), director(s) or agent(s) is convicted by a court of law for corrupt practices, unfair means and illegal activities in relation to this Agreement, or any other agreement that the Organiser may have with PayNet, PayNet shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the Organiser.

10.4 Notwithstanding any provision to the contrary, the Organiser shall be liable, without limitation, for all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by the Organiser arising from termination under herein above.

10.5 For the avoidance of doubt, the parties hereby agree that the Organiser shall not be entitled to any claim from PayNet, any form of losses including loss of profit, damages, claims or other items whatsoever upon termination herein above.

10.6 For the purpose of this clause:

“Designated Officers of PayNet” means the following persons:

- a. Director of Internal Audit,
- b. Group Chief Executive Officer; or
- c. Chairman of Audit & Risk Committee.

“gratification” shall have the same meaning as in the MACC Act.

“Guidelines” means the Guidelines on Adequate Procedures pursuant to subsection (5) of section 17A under the MACC Act and such other guidelines, directives or regulations issued, amended and supplemented thereunder.



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“relative” shall have the same meaning as in the MACC Act.

“MACC Act” means the Malaysian Anti-Corruption Commission Act 2009 and includes its subsidiary legislation and guidelines.

[END OF TERMS & CONDITIONS]