



KERAJAAN MALAYSIA

Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

PERBENDAHARAAN MALAYSIA

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e-PAYMENT**PS 2.2/2013 Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*****1. Tujuan**

- 1.1 Pekeliling Perbendaharaan ini bertujuan untuk menerangkan peraturan dan pelaksanaan pungutan hasil dan terimaan bukan hasil secara *online* bagi perkhidmatan yang dihoskan di laman sesawang Kementerian atau Jabatan.

2. Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

- 2.1 Pungutan secara *online* ini merangkumi transaksi secara *direct debit*, Kad Kredit (MasterCard dan Visa) dan Kad American Express (Amex). Pelaksanaan transaksi secara *direct debit* hendaklah melalui *Financial Process Exchange* (FPX) sebagai *Payment Gateway*. *Payment Gateway Provider* perlu juga menyediakan perkhidmatan pembayaran menggunakan Kad Kredit dan Kad Amex.
- 2.2 Bagi pungutan hasil, pembayaran boleh dibuat melalui *direct debit*, Kad Kredit dan Kad Amex. Manakala bagi terimaan bukan hasil, kaedah pembayaran secara *direct debit* sahaja yang dibenarkan.
- 2.3 Pungutan hasil dan terimaan bukan hasil secara *online* ini boleh dilaksanakan melalui laman sesawang Kementerian atau Jabatan. Walau bagaimanapun, sekiranya perkhidmatan tersebut dilaksanakan melalui Portal Perkhidmatan Awam, Kementerian atau Jabatan hendaklah merujuk kepada Unit Pemodenan Tadbiran Dan Perancangan Pengurusan Malaysia (MAMPU).

3. Kadar Caj Perkhidmatan Secara *Online*

- 3.1 Perbendaharaan Malaysia telah memutuskan caj perkhidmatan untuk pungutan hasil akan ditanggung oleh Kementerian atau Jabatan. Manakala caj perkhidmatan untuk terimaan bukan hasil seperti pembayaran balik pinjaman perlu dibiayai oleh orang awam.
- 3.2 Bagi melaksanakan kaedah ini, kadar caj perkhidmatan untuk *direct debit* melalui FPX adalah seperti berikut:
 - i. *Customer To Government* (C2G) adalah tidak melebihi RM0.50 bagi setiap transaksi; dan

- ii. *Business To Government* (B2G) adalah tidak melebihi RM1.00 bagi setiap transaksi.
- 3.3 Kadar caj perkhidmatan untuk Kad Kredit dan Kad Amex adalah tidak melebihi 1.8% bagi setiap transaksi. Selain daripada caj perkhidmatan tersebut di atas, tiada caj lain boleh dikenakan oleh *Payment Gateway Provider*.

4. Syarat Pelantikan Institusi Kewangan (“Bank”)

- 4.1 Urusan pungutan hasil dan terimaan bukan hasil secara *online* boleh dikendalikan melalui mana-mana bank sebagai *Payment Gateway Provider* yang:
- i. Dilesenkan di bawah Akta Bank dan Institusi-institusi Kewangan 1989;
 - ii. Mempunyai ibu pejabat atau tempat perniagaan utamanya di Malaysia; dan
 - iii. Di bawah kawalan tempatan.
- 4.2 Bagi memeterai perjanjian di antara Kementerian atau Jabatan dengan bank, format perjanjian yang perlu diguna pakai adalah seperti di **Lampiran A** (*Payment Gateway Provider Agreement*).

5. Perakaunan Pungutan Hasil Dan Terimaan Bukan Hasil Secara *Online*

- 5.1 Bagi pungutan hasil, bank yang dilantik boleh menolak caj perkhidmatan pada kadar yang telah ditetapkan daripada amaun kasar yang dipungut dan menyerahkan amaun bersih kepada Kementerian atau Jabatan. Walau bagaimanapun, Kementerian atau Jabatan perlu mengakaunkan amaun kasar yang dipungut sebagai hasil dan jumlah caj perkhidmatan yang telah ditolak oleh bank sebagai perbelanjaan.
- 5.2 Bagi terimaan bukan hasil, bank yang dilantik perlu menyerahkan kepada Kementerian atau Jabatan, amaun kasar yang dipungut tidak termasuk caj perkhidmatan yang dibiayai oleh orang awam.
- 5.3 Pekeliling Tatacara Perakaunan berkenaan perakaunan pungutan hasil dan terimaan bukan hasil secara *online* hendaklah juga dirujuk.

- 5.4 Kementerian atau Jabatan perlu memastikan peruntukan kewangan adalah mencukupi bagi menampung jumlah caj perkhidmatan bagi pungutan hasil yang akan dikenakan oleh bank yang dilantik.

LAMPIRAN

LAMPIRAN A

AGREEMENT

BETWEEN

GOVERNMENT OF MALAYSIA

AND

BANK.....

(Company No: 98127-X)

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. 98127-X), a company incorporated in Malaysia under the Companies Act 1965 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 (**“thePortal”**) 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 Oktober 2004 between the Bank and FPX Gateway Sdn. Bhd., the Bank has subscribed to the Financial Process Exchange facility which authorises 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, Self Accounting Department 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;
- "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;

- “Participating Financial Institution” - means an incorporated financial institution licensed under the Banking and Financial Institutions Act 1989 [Act 372] or the Islamic Banking Act 1983 [Act 276] or any other written law, who participates in the FPX;
- “Portal” - means the Government interactive websit 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 subscribing or to a business the online organization products and/or services provided by the Government;
- "Services" - means the payment processing system service via the MPS 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 Bank Islam, 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.

PART B

SCOPE OF SERVICES

3. SCOPE OF SERVICES

3.1 Mode

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;
- (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.

- (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.
- (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;
- (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 D**;
- (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;
- (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 E**.

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 C**.

or

- 5.1 The Bank shall deduct payment for commission from the Bank Account of the Public for the Services, in accordance with the charges described in **Schedule C**.

or

- 5.1 The Parties agree that where applicable, the Government shall pay commission to the Bank for the Services, and the Bank shall deduct payment for the commission from the Bank Account of the Public for the Services, in accordance with the charges described in Schedule .

- 5.2 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.

(Note : delete whichever is not applicable)

6. REMITTANCE OF FUNDS

6.1 Notwithstanding any disputed transactions, the Bank shall remit the value of each successful transaction less the Commission (where applicable) as agreed in this Agreement 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.

(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 a.m on the following working day from the transaction date and shall remit the same to the Main Collection Account before 4.00 p.m 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:

$$\frac{\text{Amount to be remitted} \times \text{Islamic Inter Bank Rate} \times \text{No of days delayed}}{365}$$

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:

- (a) Transaction date;

- (b) Time;
- (c) Mode of authorisation;
- (d) Description of services

- (b) No Liability

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

(The space below is intentionally left blank)

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 steps taken 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 will 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.

(The space below is intentionally left blank)

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),

and 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 Ascertained Damages

13.4.1 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

14.1.1 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.
- (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.

** (Note : delete whichever is not applicable)

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.

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 Kuala Lumpur Regional Centre for Arbitration 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 Kuala Lumpur Regional Centre for Arbitration 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.

(The space below is intentionally left blank)

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 : XXXXXX
 XXXXXX

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.

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)

in the presence of:)

)

Signed by)

for and on behalf of)

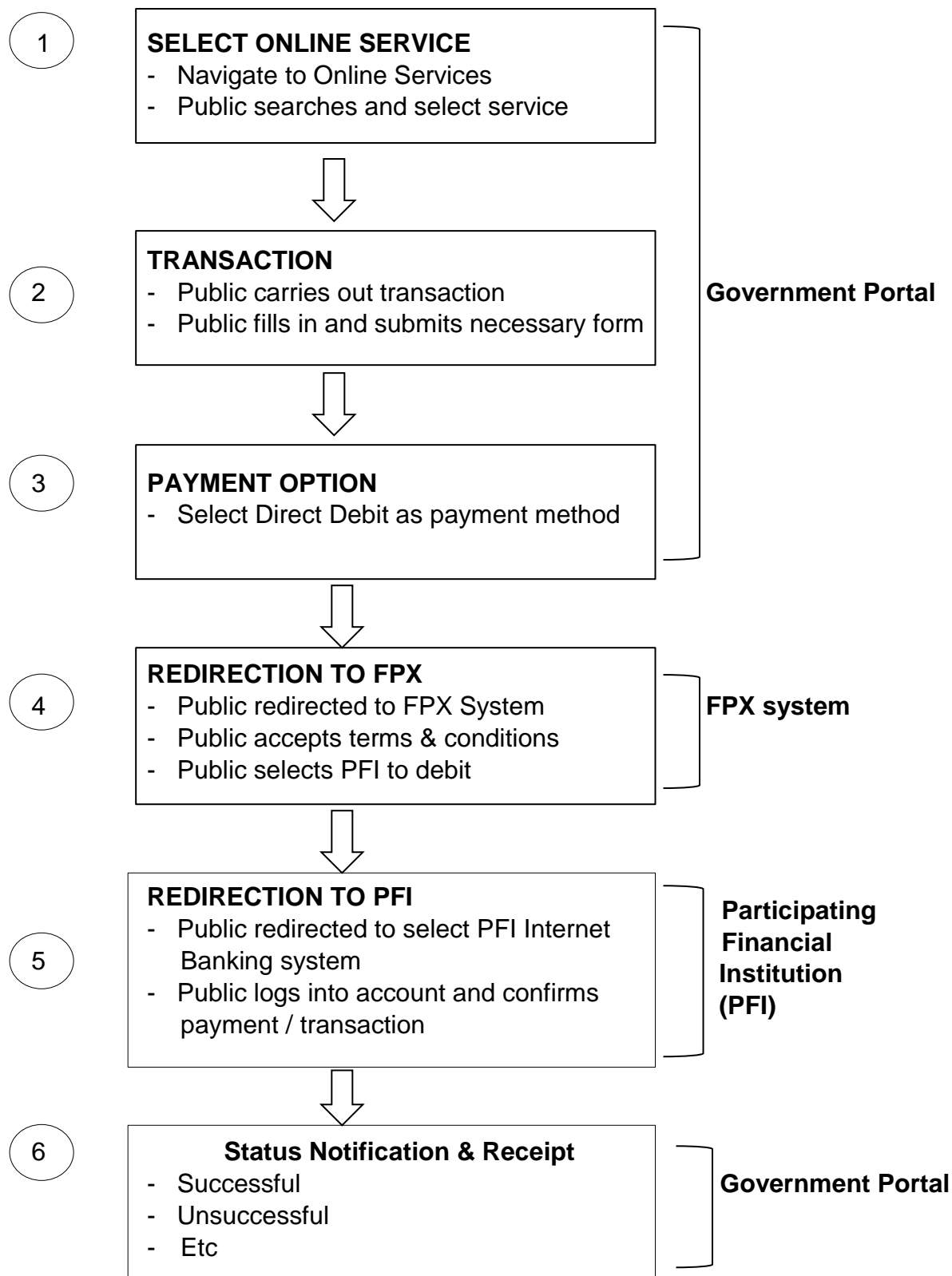
BANK)

)

in the presence of:)

)

SCHEDULE A1 FPX TRANSACTION FLOW

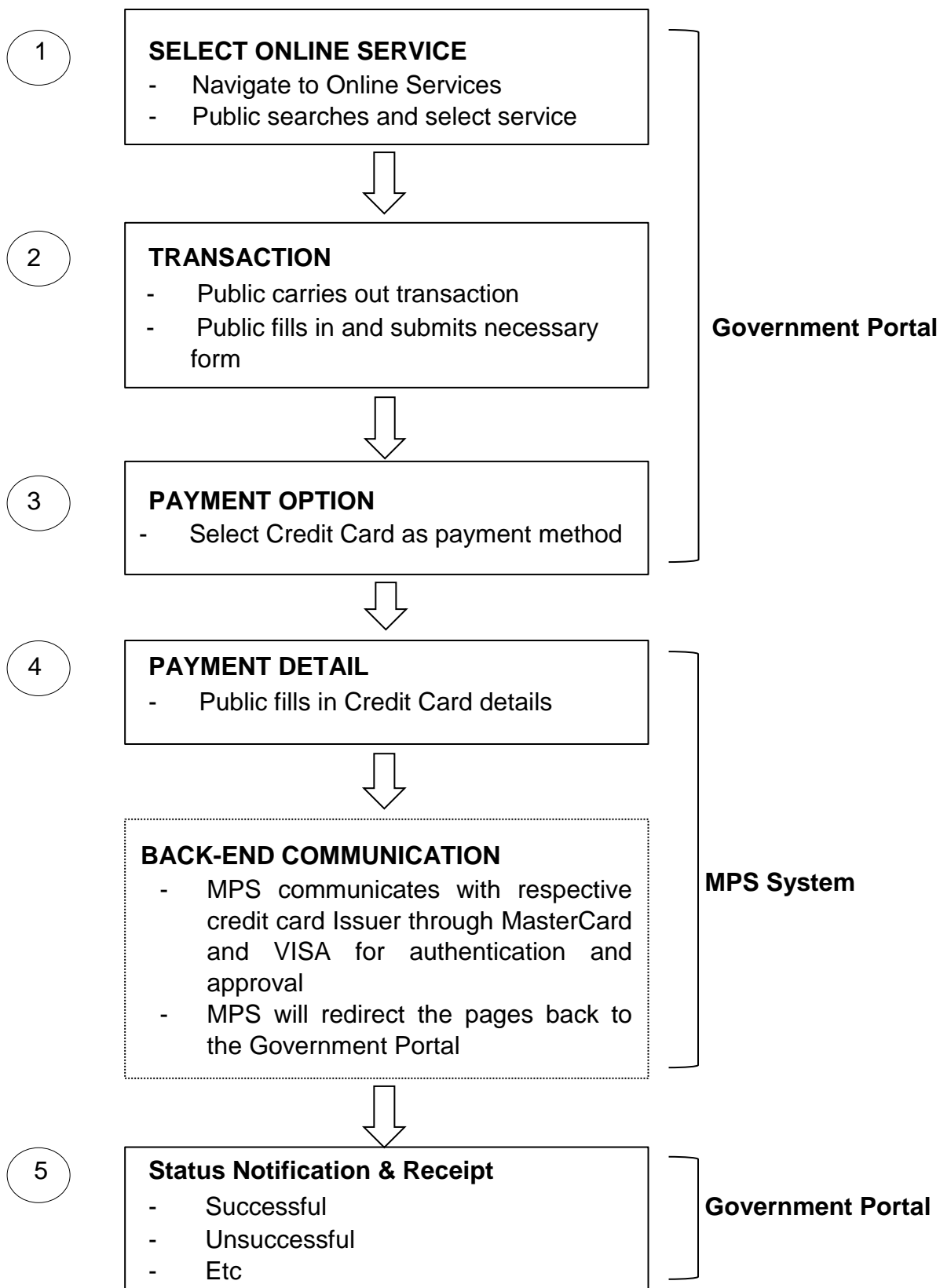


SCHEDULE A2
FPX TRANSACTION FLOW

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
COMMISSION CHARGEABLE

Payment Gateway	Commission per transaction
FPX	
Transaction by an individual (C2G)	RM0.50
Transaction by a business entity (B2G)	RM1.00
MPS	1.8 % of the transacted value.

SCHEDULE D

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 and MasterCard International Inc., one (1) week before performing the UAT.
 - 1.2 provide the following test data:
 - 1.2.1 for FPX
 - 1.2.1.1 bank account number
 - 1.2.1.2 internet banking user identification and password
 - 1.2.1.3 collection account
 - 1.2.1.4 seller identification
 - 1.2.1.5 exchange identification
 - 1.2.2 for MPS
 - 1.2.2.1 credit card number
 - 1.2.2.2 expiry date
 - 1.2.2.3 password
 - 1.2.2.4 CVV number
 - 1.2.2.5 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 and exception transaction

1.4 provide the end of day test report to the Government as follows:

1.4.1 for FPX

1.4.1.1 FPX transaction report

1.4.1.2 FPX text file

1.4.2 for MPS

1.4.2.1 MPS transaction report

1.4.2.2 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 E

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 forth (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

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 down time for the month	RM 20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day down time

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	RM 20 per hour = 2 hours x RM20	= RM40 with a maximum capping of RM100 for one day down time

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
- (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
- (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
- (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
- (j) Approval Code