

**PB CORPORATE MyDEBIT CARD AGREEMENT**

**BETWEEN**

**PUBLIC BANK BERHAD**  
**Registration No. 196501000672 (6463-H)**

**AND**

.....  
**Business Registration No. .... /**  
**Registration No. ....(.....)**

THIS AGREEMENT is made on the date and year as stated in Section 1 of the First Schedule hereto BETWEEN **PUBLIC BANK BERHAD Registration No. 196501000672 (6463-H)** whose registered office is at **27th Floor, Menara Public Bank, 146 Jalan Ampang, Kuala Lumpur** (hereinafter referred to as "PBB") and the party whose name and description are stated in Section 2 of the First Schedule having its address as stated in Section 3 of the First Schedule (hereinafter referred to as "the Company").

## WHEREAS

- (a) PBB has the experience and expertise in the operation and management of debit card, card schemes and is the issuer of the PB Corporate MyDebit Card.
- (b) The PB Corporate MyDebit Card will enable the holder to effect payment to the Government Agencies, more particularly described in the Second Schedule hereto and such other Government Agencies that shall be included from time to time and which shall be notified by PBB to the Company vide notification in writing to the Company and/or the Company's statement of account and/or Bank's website and/or by notification placed on PBB's business premises.
- (c) The PB Corporate MyDebit Card will enable the Company to effect any statutory payments, payments of any fees, charges, penalties or compounds (hereinafter referred to as "Payment") due to the Government Agency from the Company.
- (d) PBB at the request of the Company has agreed that PBB shall issue to the Company for the use by its designated and authorised employees (hereinafter referred to as "the Cardholder") the PB Corporate MyDebit Card (hereinafter called the "Scheme") under which the Cardholder is able to effect any Payment to the Government Agency on the terms and conditions hereinafter provided.

NOW IT IS HEREBY AGREED as follows:

### 1. INTERPRETATION

This Agreement shall be interpreted in accordance with the following provisions, unless the context requires otherwise:

- 1.1 "Cardholder" shall mean a person designated and authorised by the Company in writing to PBB to be issued and to use the PB Corporate MyDebit Card on behalf of the Company and all Payments accrued therefrom shall be debited from the Company's Account as hereinafter defined.
- 1.2 "Company's Account" shall mean the Current Account maintained by the Company with PBB which account shall be debited for the Payment and any other fees, charges or costs arising therefrom or incurred by the Company.
- 1.3 "PB Corporate MyDebit Card" shall mean the Public Bank Corporate MyDebit Card issued by PBB at its own expense at the request of the Company to be used by the Cardholder.
- 1.4 "Scheme" shall mean the PB Corporate MyDebit Card Scheme referred to in the recitals to this Agreement.
- 1.5 "Transaction Receipts" shall mean the relevant payment slips, sales draft, forms or papers or any other written documents or any electronic communication reports whether or not the same, if any supplied by PBB to the Government Agency for the purpose of recording, confirming and evidencing the Payments made by the Cardholder through the use of the PB Corporate MyDebit Card.
- 1.6 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders; words denoting persons shall include corporations and vice versa.
- 1.7 Unless otherwise stated, a reference to a Clause is a reference to a clause of this Agreement and a reference to a sub-clause is a reference to a sub-clause of the Clause in which that reference appears, and the Appendix (or Appendices) to this Agreement shall be considered part and parcel of this Agreement.

## 2. **THE SCHEME**

- 2.1 The Company and PBB hereby agree that upon receipt of a written notice by the Company which is a sole proprietorship or a Resolution of the Company duly passed, as the case may be, and upon receipt all duly completed PB Corporate MyDebit Card applications (in the format specified by PBB) by PBB, PBB shall issue the PB Corporate MyDebit Cards to the Company's duly authorised personnel as stated in the aforementioned written notice or the Resolution, as the case may be. The Company and the said duly authorised personnel of the Company shall during the term of this Agreement be solely responsible:
- 2.1.1 To determine how many PB Corporate MyDebit Cards are to be issued by PBB for use for and on behalf of the Company;
- 2.1.2 To determine which personnel of the Company is to be authorised to hold and to use the PB Corporate MyDebit Card for and on behalf of the Company;
- 2.1.3 To determine the daily limit of each Cardholder during the term of this Agreement.
- 2.2 Unless PBB notifies the Company to the contrary that the PB Corporate MyDebit Card has been terminated as provided herein, all PB Corporate MyDebit Card(s) will expire upon expiration of this Agreement.
- 2.3 The Company shall ensure at all times that there are sufficient funds in the Company's Account to meet its payment obligations and accordingly the Company shall be liable for any charges, charges incurred by fraud or forgery or any fraudulent Payment, over Payment or unauthorised Payment to a Government Agency by the Cardholder or any other third party using the PB Corporate MyDebit Card.
- 2.4 The Company shall notify PBB of the termination of employment of the Company's duly authorised personnel and/or any Cardholder and of any lost or stolen PB Corporate MyDebit Card(s). Upon receipt of written notification of the termination of employment of the Company's duly authorised personnel and/or the Cardholder by PBB as aforesaid and of any lost or stolen PB Corporate MyDebit Card(s), subject to the provision of Clause 2.4 herein, the Company shall not be liable for any Payments effected and debited from the PB Corporate MyDebit Card after receipt by PBB of such notification.
- 2.5 PBB shall not be liable for any amounts debited from the PB Corporate MyDebit Card or arising by virtue of the Company's failure to inform PBB in writing of such loss or theft of the PB Corporate MyDebit Card or termination of employment of any Cardholder and/or the Company's duly authorised personnel.

## 3. **DURATION AND TERMINATION**

- 3.1 This Agreement shall come into effect on the .....day of .....and shall remain in force unless terminated by either party in pursuant of clause 3.2 herewith.
- 3.2 Either party shall also be entitled to terminate the Agreement as follows:
- 3.2.1 By giving ninety (90) days written notice to terminate the Agreement forthwith or;
- 3.2.2 By giving written notice to terminate the Agreement with immediate effect in the event the other party shall become insolvent or be wound up or have a receiver appointed or go into liquidation or be dissolved (save for the purpose of amalgamation or reconstruction).
- 3.3 Upon termination of this Agreement for any reason, the Company shall instruct all Cardholder(s) to return to the Company all PB Corporate MyDebit Card(s), cut in half, and the Company shall thereafter be responsible for returning all PB Corporate MyDebit Card(s) to PBB.

- 3.4 The Company shall be liable for all Payments to be debited, penalty and other charges incurred or arising by use of the PB Corporate MyDebit Card by the Cardholder.
- 3.5 All rights, obligations and liabilities arising prior to the termination of this Agreement shall survive the termination of this Agreement.

4. **ACCEPTANCE AND USE OF THE PB CORPORATE MyDEBIT CARD**

- 4.1 The use of the PB Corporate MyDebit Card is restricted to the Cardholder to whom the PB Corporate MyDebit Card is issued as determined by the Company's a duly authorised personnel, who shall sign the PB Corporate MyDebit Card immediately upon receipt and return acknowledgement of receipt of the PB Corporate MyDebit Card to PBB or who shall activate the PIN to enable use of the PB Corporate MyDebit Card.
- 4.2 To effect a Payment using the PB Corporate MyDebit Card, the Cardholder shall key-in the Personal Identification Number (PIN) on a Sales Draft/Transaction Receipt prepared by the Government Agency with the use of the PB Corporate MyDebit Card.

5. **PAYMENT BY THE COMPANY**

All payments to be made by the Company to PBB or the Government Agency shall be in Ringgit Malaysia.

6. **POSSESSION OF THE PB CORPORATE MyDEBIT CARD**

- 6.1 The PB Corporate MyDebit Card shall remain the property of PBB at all times. The PB Corporate MyDebit Card shall be used exclusively by the Cardholder. Neither the Cardholder nor the Company shall transfer or otherwise part with the control or possession of the PB Corporate MyDebit Card for any uses or purpose unauthorised by PBB. The PB Corporate MyDebit Card shall not be pledged by the Cardholder or the Company as security for any purpose whatsoever.
- 6.2 The Cardholder and the Company shall use all precautions to prevent the loss or theft of the PB Corporate MyDebit Card(s). In the event of loss and/or theft of the PB Corporate MyDebit Card(s) and/or disclosure of the PIN and/or PB Corporate MyDebit Card(s) data to any unauthorised person, the Cardholder or the Company shall immediately upon the discovery of such event notify PBB by telephone, facsimile or email and confirm the same in writing to PBB accompanied by a police report but in any case, no later than seven (7) days from the happening of the event.
- 6.3 The Cardholder and the Company hereby irrevocably and unconditionally consent that PBB may (but shall not be obliged to) record the telephone instructions as aforesaid in writing and/or by tape recording and/or any other method and such record of any instructions shall be conclusive and binding on the Cardholder/the Company. The Cardholder/the Company hereby expressly consents that the telephone instructions may be so recorded and hereby acknowledges that any and/or all records maintained by PBB shall be conclusive and binding for all purposes.
- 6.4 The Company further agrees that PBB shall not be under any obligation to verify the identity or the authority of any person giving the telephone instructions purportedly in the Cardholder's name and PBB shall be entitled to act on such instructions and shall not be liable for acting in good faith on the telephone instructions which are given by such persons regardless of the circumstances prevailing at the time of such instructions.
- 6.5 The Company accepts that in consideration of PBB acting in accordance with such telephone instructions above or in the Cardholder/the Company consenting to PBB tape recording all or any the Cardholder's telephone calls with PBB, pursuant to Clause 6.3 above, to enable PBB to keep the tape recording of all or any instructions given by the Cardholder/the Company or purportedly in the Cardholder's name to PBB, the Cardholder/the Company hereby agrees to indemnify PBB and keeps PBB indemnified against such losses, claims, proceedings,

demands, damages, costs and expenses incurred or sustained by PBB howsoever arising out of or in connection with such instructions as aforesaid.

- 6.6 In the event of loss/theft as per Clause 6.2 above and subsequent to the loss/theft, in the event the PB Corporate MyDebit Card is used by an unauthorised person, the Cardholder/the Company shall be liable to and shall indemnify PBB for all unauthorised Payments.
- 6.7 All claims of a lost or stolen card or disputed transactions performed on the PB Corporate MyDebit Card will be investigated by PBB upon receipt of all relevant information and in accordance with BNM Guidelines and PBB's internal investigation procedures. In the event PBB finds that there has been any attempt to make false claim(s) on a disputed transaction, PBB reserves the right to lodge a police report on the false claim(s) made and/or terminate the Cardholder's use of the PB Corporate MyDebit Card, as the case may be, and hold the Company/the Cardholder liable for the amount of the disputed transaction(s) and all costs and expenses incurred by PBB.
- 6.8 PBB may at the request of the Cardholder, but without being obliged in law, replace the lost or stolen PB Corporate MyDebit Card upon payment of the card replacement fee as stipulated on the Bank's website.
- 6.9 When a lost PB Corporate MyDebit Card or stolen PB Corporate MyDebit Card is found, the Cardholder/the Company shall not use the PB Corporate MyDebit Card retrieved and shall return the same, cut into halves to PBB immediately upon retrieval of the PB Corporate MyDebit Card. PBB will be under no obligation to issue a PB Corporate MyDebit Card to a Cardholder/Company following its loss or theft. Any replacement PB Corporate MyDebit Card shall be subject to the replacement fee stipulated in Clause 6.8 above.
- 6.10 The Cardholder/the Company shall return the PB Corporate MyDebit Card to PBB cut in halves immediately upon its expiry, or upon its cancellation by the Cardholder/the Company or on demand by PBB upon its cancellation, revocation, or suspension by PBB or upon discovery of the PB Corporate MyDebit Card after notification of its loss and neither the Cardholder nor the Company shall have any further right to use the PB Corporate MyDebit Card.

## **7. INDEMNITIES**

The Company shall indemnify PBB for any and all liabilities, losses, damages, penalties actions, judgments, costs, expenses or disbursements of any kind whatsoever which may be imposed on, incurred by or asserted against PBB in any way relating to or arising out of the negligence or willful misconduct of the Company and/or the cardholder or any of its officers or employees in the performance of its obligations under the Scheme.

## **8. RIGHT TO SET-OFF AND CONSOLIDATION**

PBB may, at any time with seven (7) calendar days prior written notice to the Company combine, consolidate, set-off or transfer any monies standing to the credit of the Company's account with PBB of whatever description and wherever located for the purpose of or towards the reduction or discharge of any sum due to PBB by the Company under this Agreement.

## **9. CONFIDENTIALITY**

- 9.1 Except or otherwise provided herein, PBB and the Company shall during this Agreement and thereafter each keep secret and confidential, and use all reasonable endeavours to ensure that their respective employees keep secret and confidential, all information relating to the Scheme and the business and activities of the other, including their respective policies, the data-base, card-base build up and lists of all the Cardholders for the Scheme, any information or details relating to any PB Corporate MyDebit Card enhancement program devised by PBB, and the result of any investigations or inquiries carried out or report and recommendations made by either party, and shall not disclose such information to any other persons, without the prior written consent of the other party provided that this shall not apply to:

9.1.1 Disclosure of information which is in the public domain otherwise than directly or indirectly by virtue of any breach of an obligation thereunder; or

9.1.2 Disclosure of information pursuant to any law or in connection with legal proceedings.

The obligations of the parties under this Clause shall continue notwithstanding the termination of this Agreement.

#### 10. **CHANGES IN LAW**

If there is any change in or introduction of any law or regulation relating to money lending, consumer credit, or to the Agreement, PBB or the Company may at any time thereafter by written notice to the other party vary this Agreement such that any adverse financial impact of such change on either PBB or the Company is substantially reduced or to enable PBB and the Company to benefit from any exemption, benefit or privilege in connection with such law or regulation or any associated legislation. Such variation shall not take effect or be required to be effected before the expiry of thirty (30) days after one party's notification thereof to the other party.

#### 11. **WARRANTIES**

11.1 The Company warrants that:

11.1.1 This Agreement constitutes a valid, binding and enforceable agreement on the Company;

11.1.2 The execution of this Agreement and the performances of its obligations under this Agreement are within its power; and has been authorised by all necessary action and does not constitute a breach of any agreement by the Company with any party;

11.1.3 The execution of this Agreement and the performances of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and

11.1.4 The Company possesses the financial capacity to perform all of its obligations under this Agreement.

11.2 PBB warrants that this Agreement constitutes a valid, binding and enforceable agreement on PBB.

11.3 The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching party will have the right, upon notice to the other party, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable subject to PBB's right to set off/counterclaim as herein provided.

#### 12. **COMPLIANCE WITH LAWS**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. PBB and the Company shall in performance of their respective obligations hereunder comply with all applicable laws and regulations including directives and guidelines from Bank Negara Malaysia (BNM) and other government and/or regulatory authorities.

#### 13. **ENTIRE AGREEMENT**

Except as otherwise provided herein, amendment(s) to this Agreement shall be made by prior written notice to the other party hereto and such variation and/or amendment shall come into force from the date agreed by the parties as being effective date of such amendment and/or variation.

14. **NOTICES**

All notices, demands, requests, and consents hereunder shall be in writing and shall be deemed to have been duly given at the time of delivery, if delivered, or at the time of mailing, if mailed by registered or certified mail, postage prepaid and addressed:

If to the Company:

As stated in Section 3 of the First Schedule.

If to PBB:

Director  
Banking Operations Division  
13th Floor, Menara Public Bank  
146 Jalan Ampang  
50450 Kuala Lumpur

Attention: Self Service Banking

The Company shall notify PBB of any change in its address or the contact person herein above referred to.

15. **COSTS**

Each party shall bear its own cost and expenses (including legal fees) incidental to the negotiation and execution of this Agreement PROVIDED THAT the stamp duty on this Agreement shall be borne by PBB.

16. **HEADINGS**

The clause headings in this Agreement are for convenience of reference only and shall not effect the construction thereof.

17. **TAXES**

PBB shall pay all duties, assessments, royalties, taxes or other charges levied by any government authority in connection with the Scheme and the PB Corporate MyDebit Card except the Service Tax on the PB Corporate MyDebit Card which shall be paid by the Company in line with the requirement by law. PBB shall not invoice the Company with service tax for work performed under this Agreement unless PBB is required to levy the service tax on such PB Corporate MyDebit Card pursuant to the Service Tax Act, 1975, and a copy of a valid Service Tax license issued by the Royal Customs and Excise Department Malaysia, shall be provided to the Company.

18. **NO WAIVER**

No waiver by either party of any breach or non-compliance of any of the covenants or conditions herein contained to be performed by a party shall be construed as a waiver of any succeeding breach of the same or any covenant or condition.

19. **SEVERABILITY**

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

20. **ASSIGNMENT**

Either party shall not be entitled to assign any of its rights and/or obligations under this Agreement without the prior written consent of the other party.

This Agreement shall be binding on the successor in title and permitted assign of the parties.

21. **ANTI-BRIBERY AND ANTI-CORRUPTION**

- 21.1 PBB has established its Anti-Bribery and Anti-Corruption Policy ("ABAC Policy") which adopts a "zero-tolerance approach" towards any form of bribery and corruption in conducting its business. For more information on the ABAC Policy, please visit the PBB's website.
- 21.2 The Company shall ensure compliance with the ABAC Policy at all times and shall not engage in any acts of bribery or corruption that would be considered to be contrary to the Malaysian Anti-Corruption Commission Act 2009 ("MACC Act"), guidelines, by-laws, regulations and any re-enactments of the MACC Act.
- 21.3 PBB has the right to terminate the products and/or services provided to the Company immediately in the event the Company is found to be in breach of the ABAC Policy or found to be involved in any acts of bribery or corrupt practices.

[The remainder of this page is intentionally left blank]

In WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorised on the day and year first before written.

Signed by  
for and behalf of  
THE COMPANY

Signed by  
for and behalf of  
PUBLIC BANK BERHAD  
Registration No. 196501000672 (6463-H)

.....  
Name :  
Title :  
IC No. :

.....  
Name :  
Title :  
IC No. :

Witnessed by:

Witnessed by:

.....  
Name :  
Title :  
IC No. :

.....  
Name :  
Title :  
IC No. :

FIRST SCHEDULE

(Which is to be taken, read and construed as an essential part of the Agreement)

|           |                            |                                |
|-----------|----------------------------|--------------------------------|
| SECTION 1 | Date of the Agreement      | The ..... day of ..... 20..... |
| SECTION 2 | Particulars of the Company |                                |
| SECTION 3 | Address of the Company     |                                |

## SECOND SCHEDULE

(Which is to be taken, read and construed as an essential part of the Agreement)

### Government Agencies

1. Inland Revenue Board of Malaysia (IRB) / *Lembaga Hasil Dalam Negeri (LHDN)*
2. Social Security Organisation (SOCSO) / *Pertubuhan Keselamatan Sosial (PERKESO)*
3. Royal Malaysian Customs (RMC) / *Kastam Diraja Malaysia*
4. Employees Provident Fund (EPF) / *Kumpulan Wang Simpanan Pekerja*
5. Road Transport Department (RTD) / *Jabatan Pengangkutan Jalan (JPJ)*
6. National Registration Department / *Jabatan Pendaftaran Negara (JPN)*