senangPay

Date: September 2023

Addendum Agreement— (Merchant Name)

We are pleased to welcome you onboard as subscriber and thank you for your support and trust with us SenangPay.

With reference to the Subscription for Service Agreement ("User Agreement") entered between yourselves and SenangPay user agreement, we are pleased to offer you Atome BNPL services (*Offer*)

The Offer is subject to you signing this letter and agreeing to the terms and conditions stated herein.

1) Responsibilities

1. Merchant should provide basic 'know your customer' form which can be found below the agreement on **KYB Form** (SSM Name, SSM No, SSM Registered Address, Brand Name, PIC Name, PIC Contact Number, PIC Email, Website address, Outlet Address)**.**

2) Liability for Complaints Disputes and Other Liabilities

You are liable for all claims, expenses, fines and liability we incur arising out of:

(a) a Chargeback, Refund, over-payment, payment error, or other invalid payment you cause (collectively "Invalidated Payment");

(b) any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and

(c) any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the senangPay Payment Services

3) Terms and Conditions

1. This offer is only valid upon merchant account activation within the period of subscription.

2. SenangPay will provide such of the Atome BNPL Services as those of the Merchant Business as the Client may require, on and subject to the terms and conditions of this Agreement.

3. This offer is only valid until Subscription expired. Thereafter, it shall be active upon renewal to the schedule of charges as per Subscription fees.

4. The merchant must always comply with all policies, procedures and induction requirements published by senangPay from time to time in respect of the operation, management and control of its credit card system.

5. Apart from the changes stated herein, other charges shall remain valid and binding as per Schedule of Charges of the User Agreement.

6. Either Party may terminate this Agreement provided that the terminating Party submits a written notice of termination within thirty (30) days from the date of termination.

7. SenangPay hereby reserves the right to review and revise the Offer from time to time. In the event of any revisions, we shall provide the Subscriber with written notice as stated in the User Agreement.

8. For the avoidance of doubt, the Offer is supplemental to the terms and conditions of the Subscription Agreement. Save and except for the provisions stipulated herein, all other terms and conditions in the Subscription Agreement shall remain in full force and effect.

9. In the event of any discrepancies or inconsistencies between the Offer and the related provisions of the Subscriber Agreement in so far as the Offer is concerned, the parties hereby agree that the terms and conditions of the Offer shall prevail.

4) Law

This Agreement is governed by and interpreted in accordance with the laws of Malaysia and each party submits to the exclusive jurisdiction of the courts of Malaysia.

Please Fill in The Form Below:

KYB FORM

Registered Name:	
SSM Number:	
SSM Registered Address:	
Company Name:	
PIC Name:	
PIC Contact Number:	
PIC Email:	
Website Address:	
Outlet Address:	

Atome Commercials Information.

Sell rate:	5.5%
Credit Tenure:	3 months

![senangPay logo]

Please sign and return a duplicate copy of this letter to indicate your acceptance of the Offer from senangPay.

Signed for and on behalf of:
SIMPLEPAY GATEWAY SDN BHD (Company No. 1155742-H)

_____

We hereby understand and agree to accept the Offer and the terms & conditions as stipulated here.

Signed for and on behalf of:

Merchant Name (Company No: N/A)

_____

![senangPay logo]

Atome Addendum – Deferred Payment Structure

This Addendum supplements the contract between **Simplepay Gateway Sdn Bhd** ("**we**" or "**us**") and you (the "**Main Contract**"). Upon any use by you of the Atome Services, you shall be deemed to agree and be bound by the terms of this Addendum.

1. **Definitions**

   Unless expressly defined in this Addendum, capitalized terms shall have the meaning ascribed to them in the Main Contract.

   "**Applicable Law**" means all laws, orders, decrees, rules, regulations, circulars, notices or guidelines, including the requirements of any regulatory authority, having legal effect and as applicable to a Party in respect of its rights and/or obligations under this Addendum. These include anti-money laundering, anti-bribery, anti- terrorist financing, sanctions, data privacy, tax and consumer protection laws (as applicable).

   "**Assignment Settlement Amount**" means the net amount payable by us to you in respect of each Transaction, taking into account the total value of the Deferred Payment assigned by you to us as per Clause 2.1.3 and all applicable fees charged by us for the underlying Transaction as shall be informed to you from time to time.

   "**Atome**" means APaylater Singapore Pte Ltd or such other related or group entity responsible for providing the Atome Services to you.

   "**Atome Platform**" means any websites (including any subdomains thereof), mobile applications and application program interfaces developed, maintained and operated by Atome to facilitate the provision of the Atome Services.

   "**Atome Services**" means the services of (i) implementing and administrating an online payment solution, whereby you agree to accept payment by Customers through a Deferred Payment Structure pursuant to the terms of the Deferred Payment Agreement, (ii) performing validation checks and assessments on Customers and merchants using the system, (iii) managing accounts and (iv) processing Transactions and requests, and allowing Customers to make payments via the Atome Platform.

   "**Cancellation**" means the cancellation of a Transaction for which you have been paid or was due to be paid, initiated by Atome.

   "**Customers**" means your customers who purchase Merchant Services via the Atome Platform.

   "**Deferred Payment**" means an outstanding payment under a Deferred Payment Structure which shall be paid by the Customer and may be assigned by you to us for each Transaction.

   "**Deferred Payment Agreement**" means each contract entered into between you and a Customer via Atome Platform to conclude a Transaction under a Deferred Payment Structure, in substantially the form set out at https://www.atome.my/en-MY/purchase-payment-contract.

   "**Deferred Payment Structure**" means an extended payment feature offered by you to Customers under which payment of the Purchase Price for a Transaction shall be made on a deferred and interest free basis.

   "**Indemnified Parties**" means us, Atome or its or their subsidiaries, partners, affiliates, employees, directors, officers, agents, representatives and/or any third parties providing services for and/or behalf of us or Atome.

   "**Merchant Funded Discounts**" means promotional payment discounts which may be granted by you to Customers from time to time for promotional purposes.

"**Merchant Services**" means the goods and services that form part of an Order, as offered by you in any of Merchant's Sites.

"**Order**" means a Customer's application to purchase the Merchant Services captured and processed via the Atome Platform.

"**Payment Method**" means the method of payment nominated by a Customer to make payments to Atome (including payment of any fees and charges). For the avoidance of doubt, a Payment Method shall not include any issued prepaid debit cards, virtual debit cards or virtual account numbers, gift cards or any other type of access card.

"**Purchase Price**" means the total monetary value of an Order (including any applicable goods and services tax and delivery fees, and subject to any applicable Merchant Funded Discounts).

"**Refund**" means a complete or partial refund in respect of any Transaction.

"**Refunded Amount**" means the amount to be refunded to a Customer in respect of a Refund.

"**Re-Purchase Amount**" means, upon the occurrence of any event specified in Clause 5.1 below in relation to a Transaction, the amount equal to the corresponding Assignment Settlement Amount, less any portion of the Deferred Payment already received by us, or any lesser amount as determined by us in our sole and absolute discretion.

"**Sites**" means any of your physical stores, websites, pages within your website, equivalent mirrors, replacements, substitutes or backup websites.

"**Term**" refers to the period during which this Addendum shall be in effect.

"**Transaction**" means any transaction under a successful Order between you and a Customer as facilitated and processed via Atome Platform, and evidenced by the Customer being notified via the Atome Platform that the Order has been approved.

2. **Atome Services**

   2.1. You agree that in order to use the Atome Services, upon any Customer initiating an Order at your Site, you shall:

      2.1.1. offer to settle the Purchase Price of such Order under a Deferred Payment Structure;

      2.1.2. enter into a Deferred Payment Agreement with the Customer upon the conclusion of such Order; and

      2.1.3. immediately sell and assign absolutely to us all of your present and future rights, title and interest in and to the benefit of each Deferred Payment Agreement in respect of such Order (including the right to receive the outstanding Deferred Payment from the Customer under the Deferred Payment Structure for such Order (the "**Receivables**")) and authorize us to notify the Customer of such assignment.

   2.2. Upon conclusion of the assignment under Clause 2.1.3 above, the Order is concluded as a Transaction and we shall pay you for such assignment via your account with us, subject to any commercial or fees terms which we may notify and impose on you from time to time.

   2.3. You agree and acknowledge that as part of the Atome Services, Atome will conduct the following checks and assessments in respect of any Order:

      2.3.1. real-time checks and validations on your eligibility, the transaction value of the Order, the risk associated with the Merchant Services, and overall risks for each Transaction; and

      2.3.2. real-time checks and validations on Customer's credentials, devices, relationships with other Customers and other historical data.

   2.4. You agree and acknowledge that an Order will be approved by Atome and concluded as a Transaction if Atome is satisfied at its sole discretion of the eligibility of both the

Customer and you at the time of the Order.

3. **Cancellations**

You agree and acknowledge that, pursuant to the provision of the Atome Services, Atome reserves the right to effect a Cancellation of a Transaction where (i) Customer and/or you fail to satisfy Atome's validations, checks and assessments or (ii) Atome suspects or becomes aware of suspicious activity from the Customer and/or you on the Atome Platform which may contravene Applicable Laws.

4. **Refunds**

You agree and acknowledge that if you choose to accept a return or process a Refund (in full or in part) in relation to a Transaction, you must inform us and initiate the Refund process with us within sixty (60) calendar days of the Transaction, failing which you agree and acknowledge that Atome may reject the Refund request at Atome's sole discretion.

5. **Limited Recourse**

5.1. You agree and acknowledge that regardless of any failure or delay by the Customer to make payment of any part of a Deferred Payment on its due date, we shall have no recourse to you for such failure or delay unless there has been a dispute, Cancellation or waiver of any Deferred Payment ("**Recourse Event**") for any reason whatsoever. Upon a Recourse Event, you shall, upon our written notification, buy back from us the relevant Receivables assigned under Clause 2.1.3 above, in the Re-Purchase Amount.

5.2. Upon the occurrence of a Refund, you will immediately owe us a debt in an amount equal to the Refunded Amount.

5.3. Without prejudice to any of our other rights under this Addendum, you agree and acknowledge that we shall be entitled at its discretion to set-off any Re-Purchase Amount, the amount equal to any Refunded Amounts and/or any Refund fees against any present or future Assignment Settlement Amounts or demand payment of any Re-Purchase Amount, the amount equal to any Refunded Amounts and/or any Refund fees within three (3) business days of our written notice to you.

6. **Marketing**

Atome shall have the right to display representations of your logos and marks in all marketing and publicity material relating to the Atome Services for the purpose of presenting you as being equipped with the Atome Services.

7. **Indemnity**

You agree to release, indemnify and hold harmless the Indemnified Parties from and against any costs (including reasonable legal fees), damages, claims, actions, expenses or liabilities arising out of or related to:

7.1. any failure by you to pay any amount due under this Addendum;

7.2. claims brought against the Indemnified Parties by any third party and/or otherwise incurred arising out of your and/or your representatives' breach of the Addendum and/or any Applicable Laws;

7.3. claims brought against the Indemnified Parties by any third party or Customers relating to or in connection with the Merchant Services;

7.4. complaints, goods rejections, and disputes arising out of illegal, false, outdated or incomplete transactions;

7.5. any dishonesty, fraud or fraudulent misrepresentation by you, your affiliates or your employees; and

7.6. any claim by any third party or any person relating to any breach (or alleged breach) of any intellectual property rights,

unless such costs, damages, claims, actions, expenses or liabilities are caused by any negligence or wilful act or omission of the Indemnified Parties.

8. **Miscellaneous**

   8.1. This Addendum shall be effective and binding between the parties upon and throughout your use of the Atome Services. Either party may terminate this Addendum by thirty (30) calendar days' written notice to the other party, and you agree and acknowledge that you shall no longer be able to use the Atome Services after the termination of this Addendum.

   8.2. In the event of any inconsistency between this Addendum and the Main Contract, the Addendum shall take precedence.

   8.3. Apart from Atome, a person which is not a party to this Addendum has no rights under the Contracts (Rights of Third Parties) Act to enforce any terms of this Addendum.

   8.4. This Addendum, including all documents or other material incorporated by reference, constitutes and contains the entire agreement between us and you with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements.

   8.5. You shall, upon the request of Atome or us, execute, stamp and deliver such documents or deeds as may be reasonably necessary to give full effect to this Addendum (including the assignment of the Receivables under the Deferred Payment Agreement(s)).