

TERMS AND CONDITIONS FOR MADANI'S MICRO, SMALL, AND MEDIUM ENTERPRISES (PMKS) DIGITAL GRANT (GDPM)

Bil	ITEM	Information
1	Introduction	<p>a) The Madani Micro, Small, and Medium Enterprises (PMKS) Digital Grant is an initiative grant provided by the Malaysian Ministry of Finance in collaboration with Bank Simpanan Nasional (BSN), Malaysia Digital Economy Corporation Sdn Bhd (MDEC), and the Malaysian Communications and Multimedia Commission (MCMC) to assist PMKS in utilizing digital services in their daily business operations (the "Initiative").</p> <p>b) This Initiative is being offered to PMKS under the Madani Budget for 2023 to assist the PMKS to gain access to digital services from the appointed service providers. Furthermore, this Initiative has been extended to the Cooperative sector.</p> <p>c) The Malaysian Ministry of Finance, acting through BSN as the disbursing bank, allocates funds to each eligible PMKS/Cooperative in an amount equivalent to 50% of the total invoice from the appointed service provider, or up to RM5,000.00 (Malaysian Ringgit: Five Thousand Ringgit Only), to facilitate the implementation of the digitization process and other services specified in this Initiative.</p> <p>d) If the invoice from the appointed service provider amounts to RM10,000.00 (maximum amount), the grant amount that is eligible for each PMKS/Cooperatives under this Initiative is RM5,000.00. If the total invoice from the appointed service provider is less than RM10,000.00, the PMKS/Cooperatives will be eligible to receive a grant equal to 50% of the invoice amount. In the event the invoice amount exceeds RM10,000.00, PMKS/Cooperatives shall be responsible for paying the difference after considering the maximum grant amount of RM5,000.00 only.</p>
2	Amount	50% of the invoiced amount from the appointed service provider or up to RM5,000.00 (Malaysian Ringgit: Five Thousand Ringgit

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		Only). This grant is intended for implementing the digitization process and other services outlined in this Initiative.
3	Matching Grant	<p>a) PMKS that have previously received a Digitization Matching Grant are not eligible.</p> <p>b) Each PMKS is limited to one (1) application for this matching grant.</p> <p>c) However, PMKS are allowed to apply for up to three (3) types of Digital Services with one or more appointed Digital Service providers.</p>
4	Digital Services	<p>a) <u>Digital Marketing / Sales</u> Digital marketing services that promote products or services on the internet, through applications, advertising displays, and any other digital media.</p> <p>b) <u>Digital Payment / Electronic Point of Sale (e-POS) System</u> The use of software, such as Point-Of-Sale, to streamline company operations.</p> <p>c) <u>Human Resources (HR) Payroll System / Customer Relationship Management (CRM)</u> A system designed to facilitate and manage a company's payroll processes and any matters related to human resources.</p> <p>d) <u>Enterprise Resource Planning (ERP) / Accounting & Tax</u> Database services that support processes and operations, including marketing, finance, and human resources.</p> <p>e) <u>Digital Signature</u> A digital signature is an electronic signature used to authenticate the identity of the sender/signer of a message and is employed to ensure the accuracy and validity of information in electronic transactions.</p> <p>f) <u>Internet of Things (IoT) / Smart Systems</u> An ecosystem platform consisting of multifunctional applications for business excellence.</p>

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		<p>g) <u>Cybersecurity</u></p> <p>Cybersecurity in addressing cyber threats encompasses cybercrime, information breaches, hacktivism, technology vulnerabilities, and dangerous internet content.</p>
5	Target Segment	<p>a) Food and Beverage (F&B) Services</p> <p>b) Retail</p> <p>c) Healthcare</p> <p>d) Professional Services</p> <p>e) Smart Agriculture</p>
6	Eligibility	<p>a) PMKS/Cooperatives are owned by at least 60% Malaysian citizens.</p> <p>b) PMKS is registered with the Companies Commission of Malaysia (SSM) / Business License with Local Authorities (PBT) and is also open to Cooperatives registered with the Malaysian Cooperative Commission (SKM).</p> <p>c) PMKS/Cooperatives have been in operation for a minimum of six (6) months.</p> <p>d) PMKS/Cooperatives have an annual average sales turnover of at least RM50,000.</p>
7	Document	<p>a) A copy of the identification card or passport of the Owner / Director / Partner of PMKS / representative appointed by the Cooperative, as applicable.</p> <p>b) A copy of the PMKS registration license (SSM or any similar form under the Companies Act 2016), while for Cooperatives, a copy of the registration certificate from the Malaysian Cooperative Commission.</p> <p>c) The latest audited financial statements or the latest financial management account statement or PMKS bank statements for the last two (2) months (all documents must be certified by the statement provider).</p>

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		<ul style="list-style-type: none"> d) Quotations / payment invoices from appointed service providers. e) Other documents and information required by BSN from time to time.
8	Mechanism of the Initiative	<ul style="list-style-type: none"> a) PMKS should communicate and appoint one or more service provider panels to carry out any Digital Service (up to a maximum of 3 Digital Services). b) PMKS must submit their applications through the provided online platform. c) If any provided information is found to be inaccurate and/or false, BSN reserves the right to request additional documents from PMKS and/or reject PMKS's application. d) Within fourteen (14) days after the approval of PMKS's application, PMKS must pay the difference amount to the service provider for the entire invoice amount after deducting the grant amount provided under this Initiative for each Digital Service. e) Upon receiving proof of payment, BSN will make full or staggered payments to the service provider at BSN's discretion. f) The allocation of RM5,000.00 (Malaysian Ringgit: Five Thousand Ringgit) is subject to any directives issued by the Ministry of Finance Malaysia from time to time. g) PMKS must ensure that training modules and other digitization activities specified by the service provider are implemented perfectly. h) PMKS must submit Proof of Activation if requested by BSN at any time. i) PMKS must ensure that the implementation process of Digital Services funded by this Initiative is carried out in full. j) While participating in this Initiative, PMKS must prioritize the importance of maintaining the reputation of PMKS, BSN, MDEC, MCMC, and the Ministry of Finance. PMKS is strictly

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		<p>prohibited from engaging in illegal business activities that could tarnish the image of PMKS, BSN, MDEC, MCMC, and the Ministry of Finance.</p> <p>k) If PMKS fails to comply with any conditions, BSN and MDEC will take appropriate action, and the company's name will be blacklisted from participating in any digitization initiatives organized by BSN or any other government agency.</p>
9	General Terms and Conditions	<p>a) By participating in this Initiative, PMKS agrees to be bound by these Terms and Conditions and any other terms and conditions set by BSN and MDEC from time to time.</p> <p>b) PMKS agrees and consents to the collection, processing, and use of personal and/or company details, including but not limited to personal data or information, by BSN and MDEC for the purposes of this Initiative and other service-related or informational purposes of BSN.</p> <p>c) In no event shall BSN, MDEC, and MCMC be liable for any losses (including but not limited to loss of income, profits, or reputation, whether direct or indirect, consequential, exemplary, punitive, or special damages) arising in contract, negligence, or otherwise, related to the Initiative.</p> <p>d) BSN, MDEC, and MCMC shall not be liable and assume no liability in any form and manner whatsoever arising or experienced by eligible PMKS directly or indirectly as a result of participating in this Initiative or otherwise. BSN, MDEC, and MCMC shall not be responsible for any breach of obligations under this Initiative caused by force majeure events including but not limited to natural disasters, war, riots, blockades, industrial actions, epidemics, pandemics, fires, floods, droughts, storms, or any events beyond the reasonable control of BSN, MDEC, and MCMC.</p> <p>e) BSN reserves the absolute right to amend, modify, cancel, or add to any of these Terms and Conditions, in whole or in part, subject to any changes in government policy, by providing at</p>

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		<p>least twenty-one (21) calendar days' prior notice of such amendment, modification, cancellation, or addition through communication means that BSN, MDEC, and MCMC consider appropriate.</p> <p>f) Eligible PMKS shall access the BSN website at www.mybsn.com.my from time to time to ensure that they are always aware of any changes or amendments made to the Terms and Conditions.</p> <p>g) Any amendments, modifications, cancellations, or additions to these Terms and Conditions shall be binding on eligible PMKS and shall be deemed to have been brought to the attention and knowledge of all eligible PMKS through display on BSN, MDEC, and MCMC platforms or through notices sent by BSN, MDEC, and MCMC or advertising on BSN, MDEC, and MCMC's social media pages or any other means deemed appropriate by BSN, MDEC, and MCMC.</p> <p>h) In case of any conflict between these Terms and Conditions of the Initiative and advertising materials, promotions, publicity, and other materials related or connected to the Initiative, these Terms and Conditions shall prevail. Any matters regarding the Initiative not stated in these Terms and Conditions are subject to the sole discretion of BSN and MDEC.</p> <p>i) Any costs incurred in participating in this Initiative are the responsibility of PMKS.</p> <p>j) These Terms and Conditions are subject to and shall be construed in accordance with the laws of Malaysia and are subject to the exclusive jurisdiction of the Malaysian Courts.</p>
10	Personal data	<p>Eligible PMKS have the right at any time to:</p> <p>a) Withdraw consent previously granted for the use of Personal Data.</p> <p>b) Request any corrections to be made or updates to Personal Data.</p>



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		c) Ask any questions regarding the use of Personal Data by contacting BSN.
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