

# SAMSUNG

## Participation in the Employee Purchase Program (EPP)

Our company agrees to participate in the Employee Purchase Program (EPP) supported with and implemented by Samsung Malaysia Electronics (SME) Sdn Bhd.

A.	Effective Date																																	
B.	Program Description	It is an employee benefit program, whereby employees of participating companies are entitled to exclusive discounts as part of the Samsung EPP Program.																																
C.	Term	<p>One (1) year</p> <p>This EPP shall automatically renew for successive periods of one (1) year unless either Party withdraws or terminates the EPP by providing 30 days prior notice.</p>																																
D.	Program Launching Requisite/ Conditions	<ol style="list-style-type: none"> <li>1. Participating Company to blast email to staff on the EPP launching &amp; promotion if there is any.</li> <li>2. The Participating Company agrees to use and/or display Samsung Products in its [internal/external] marketing, advertising materials and/or social platform. Samsung will provide support to the Participating Company in terms of marketing materials, visuals and Samsung Products.</li> <li>3. Participating Company agrees to allow Samsung to carry out at least one (1) of the following: <table border="1" data-bbox="764 1373 1417 1858"> <thead> <tr> <th>No.</th> <th>Marketing Channel</th> <th>Required "√"</th> <th>Remark</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Roadshow or Carnival</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>New Employee Orientation</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>EDM (email blast)</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Display on TV at office</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Bunting to be placed in office</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Intranet</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Other</td> <td></td> <td></td> </tr> </tbody> </table> </li> </ol>	No.	Marketing Channel	Required "√"	Remark	1	Roadshow or Carnival			2	New Employee Orientation			3	EDM (email blast)			4	Display on TV at office			5	Bunting to be placed in office			6	Intranet			7	Other		
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Please fill out information below and return to Samsung Malaysia Electronics (SME) Sdn Bhd.

Registered company name* ("Participating Company")	
Industry of company*	
Other subsidiaries name	
Point of contact 1* Name : Title : Email : Contact :  The Participating Company is required to inform Samsung if point of contact has changed	
Point of contact 2* Name : Title : Email : Contact :  The Participating Company is required to inform Samsung if point of contact has changed	
Company Business Address*	
City*	
Postcode*	
Total employee number* (verified by HR department)	
Verification Method* (Select one option)	
<b>Option 1:</b> Company email domains (e.g. @xxx.com)	
<b>Option 2:</b> Company Employee ID (Please also include an identifying prefix)	

\* Mandatory field

\*\* ID must be provided at least 5 digits

SME and Participating Company jointly by entering this EPP hereby agree as follows:

1. Participating Company's is an intermediary between EPP users and SME by providing information in regard to the EPP and to act as a liaison between SME and EPP users (where applicable).
2. Although the Participating Company is not a party to the EPP entered into by the EPP user and SME, the Participating Company will assist SME in regards to confirming that the EPP user is an employee of the Participating Company, when requested.
3. SME and the Participating Company shall comply with all applicable laws including but not limited to anti-bribery, anti-corruption, anti-money laundering, export control, sanctions, human rights, competition, and personal data protection.
4. SME and its affiliates shall not process the EPP users' personal data provided by the Participating Company to SME or its affiliates under the EPP other than for the purpose of employment verification only, and shall destroy or return the EPP users' personal data to the Participating Company upon completion of such verification exercise. For purposes other than employment verification, SME and its affiliates shall obtain separate consent directly from the EPP users to process their personal data.
5. The Terms and Conditions for EPP Users in Appendix A is attached for reference purposes.
6. Either Party may withdraw from or terminate the EPP with written notice of at least 30 days to the other Party.
7. SME reserves the right to amend these Terms and Conditions without prior notice to the extend permitted by law.

## Declaration

1. I/ We hereby confirm that the information provided above is true and correct at all times.
2. I/ We hereby agrees to abide and accept the terms and conditions of EPP stated herein.
3. I/ We have read, understood and accept Samsung's Privacy Policy [<https://www.samsung.com/my/info/privacy/>] and give our consent to SME to store & process our personal data for the purposes mentioned above.

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Name:

(Authorised Signatory)

Designation:

Company:

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Affix company chop

## Appendix A

### Terms & conditions for EPP Users:

Employee Purchase Program (“EPP”) implemented by Samsung Malaysia Electronics (SME) Sdn Bhd (“SME”) is a program extended to employees of corporate partner of SME (“EPP users”) providing access to Samsung products (“Products”).

The sale transaction is between the EPP users and Samsung SDS Malaysia Sdn Bhd (“SDS”) All sales are subject to SDS terms and conditions which are available at <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>.

Access to EPP is provided to users on the following terms and conditions and the Participating Company agrees to share the following terms and conditions to its EPP users to comply with:

1. EPP users agree to comply with all the terms and conditions herein when accessing or using the EPP. The scope of these Terms and Conditions is limited to SME's role of hosting this site and organizing promotions or campaigns, as the case may be. The sale transaction is between Samsung SDS Malaysia Sdn Bhd (“SDS”) and EPP users. SME only provides the recommended retail price (“RRP”) and other information, where applicable.
2. EPP users must be an active employee of the participating company to gain access to the EPP site. EPP users' details will be validated with the participating company. In the event SME requires any additional or updated information, the participating company shall provide the necessary assistance to SME.
3. EPP is intended for personal use of the EPP users only.
4. Access to EPP and the benefits provided to EPP users is at the sole discretion of SME and is subject to change at any time without prior notice.
5. EPP users are subject to purchasing quotas and spend limits for each Products. EPP quota limits apply for calendar year periods and will refresh at the beginning of each calendar year (1 January to 31 December).
6. EPP users are not allowed to resell, export, or transfer the purchase to any third party. If an EPP user resell, export or transfer any Product within 12 months of purchase, the EPP user shall reimburse SME for the difference between the Product's recommended retail price (as at the date of purchase by the EPP user) and the discounted price that the EPP user paid for the Product on EPP. On-selling of devices will be strictly monitored by SME. IMEIs of mobile Products/Serial Number of Consumer Electronics are recorded and SME reserves the right to track and trace any IMEIs/Serial Number sold through EPP for the purposes of monitoring compliance with these terms and conditions.
7. EPP users shall not publish any EPP information, promotion and any marketing material, any prices or discounts offered to the EPP user under EPP in any medium (including on social media or any online platforms) or otherwise disclose to any person (other than a family member). In particular, EPP users shall not disclose such information to any retail partners or business partners of SME and shall not request that EPP prices are matched by such retail partners.
8. Offers, benefits or promotions offered by SME separately from EPP are not available to EPP users in conjunction with an EPP purchase.

9. SME shall reserve the right, without any prior notice to terminate or suspend or invalidate access or discontinue the eligibility of any person who uses EPP, if EPP user do not comply or breach or SME suspects that EPP user fails to comply any EPP terms and conditions or the terms and conditions of sale <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>. In addition, SME shall reserve the right to take any legal action against any person in EPP as it deems necessary at its sole discretion to recover any damages from such person to the fullest extent permitted by law.
10. SME reserves the right to revise or change or amend these terms and conditions without prior notice to the extent permitted by law. In no event shall SME be liable for any claims, costs or damages caused by arising such changes or revision or amendments.
11. Any disputes regarding EPP or eligibility for EPP or EPP user's compliance with these terms and conditions will be resolved by SME in its sole discretion. SME decision is final and no further correspondence or appeal will be entertained.
12. Samsung and/or SDS reserve the right to cancel any order placed by the EPP user without any prior notice. For avoidance of doubt, any cancellation of orders will not entitle the EPP user to any compensation against Samsung and/or SDS for any losses or damages directly or indirectly that may be suffered or incurred by the EPP user as a result of the cancellation.
13. By participating in this EPP, EPP users accept all responsibility for and hereby release and agrees to indemnify and hold SME harmless from and against any claims, liability, damages or expenses that may arise from participating in this EPP.
14. The standard product warranty coverage is as per terms and conditions stated in the official corporate website at <http://www.samsung.com/my/support/warranty>. The EPP user is advised to check the website from time to time and stay informed of any changes on the terms and conditions of the warranty.
15. EPP users have read, understood and accept Samsung's Privacy Policy <https://www.samsung.com/my/info/privacy/> and give absolute consent to SME to store and process the personal data for EPP. For the full Terms and Conditions of Sale, kindly refer to <https://www.samsung.com/my/shop-faq/service-and-warranty/what-are-the-terms-and-conditions/>
16. These terms and conditions herein shall be governed by and interpreted in accordance with laws of Malaysia and the parties will submit to the exclusive jurisdiction of the Malaysian courts.

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