

MERCHANT APPLICATION



Please fill the content in BLOCK Letters

1 **COMMERCIAL NAME** :

2 **LEGAL NAME** :

3 **ADDRESS** :

	Commercial Address	Registered Address
Address Line 1		
Address Line 2		
Address Line 3		
City		
District		
Telephone No.1		
Telephone No.2		

☐ For additional outlets, an annexure submitted

4 **LEGAL STATUS** : Proprietorship ☐ Partnership ☐ Limited Liability ☐ Corporation ☐ Individual ☐
Others (Please Specify)

5 **PROPRIETOR'S / MANAGING PARTNER'S / MANAGING DIRECTOR'S NAME** :

6 **BUSINESS REGISTRATION NUMBER** :

7 **WEBSITE URL** :

8 **APPROXIMATE ANNUAL TURNOVER** : L K R
Average Transaction Value : L K R

9 **DO YOU ACCEPT OTHER CREDIT CARDS?** (Please tick the appropriate boxes IF YES) :

	YES	IMPRINTER	POS / EDCT	IPG	BANK NAME
VISA / MASTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CUP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OTHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10 **DESCRIPTION OF MERCHANDISE / SERVICES SOLD** :

11 **TRANSACTION CONFIRMATION COMMUNICATIONS** :

Mobile No. 1 : Mobile No. 2 :

12 **CONTACT POINTS** :

	Business Section	Finance Section	IT Section
Name			
Designation			
Email			
Contact No.			

13 **IPG**

	Set Up Fee	Annual Fee
L K R		

14 CORRESPONDANCE ADDRESS TO BE DELIVERED :

Address Line 1	:	
Address Line 2	:	
Address Line 3	:	
City	:	

15 E-STATEMENT & NATIONS TRUST BANK PLC PORTAL ACCESS:

	Name & Designation	Email Address	Portal Access Required
1			
2			
3			
4			
5			
6			

16 Please attach the required document as per appropriate business and legal status and sign the agreement as per the instructions given below

<p>PROPRIETORSHIP</p> <p>1. Business Registration Certificate Copy</p> <p>2. National Identity Card / Passport Copy of Proprietor</p> <p>3. Latest Bank Statements (If Other Bank)</p> <p>* Agreement should be signed by the Proprietor on the Company rubber stamp</p> <p>LIMITED LIABILITY COMPANY - ONE DIRECTOR</p> <p>1. Certificate of Incorporation</p> <p>2. Memorandum of Articles of Association</p> <p>3. National Identity Card/ Passport Copies of All Directors</p> <p>4. Form 01, Form 48 or Form 20</p> <p>5. Latest Bank Statements (If Other Bank)</p> <p>6. Board Resolution</p> <p>7. NIC Card/ Passport Copies of Authorized Signatories</p> <p>* Agreement should be signed by the Directors on the respective Company rubber stamps attesting the company embossed seal placed on the agreement</p> <p>* Appointing of authorized signatories to be done through the Board Resolution</p> <p>INDIVIDUAL</p> <p>1. National Identity Card / Passport Copy of Individual</p> <p>2. Latest Bank Statements (If Other Bank)</p> <p>* Agreement should be signed by the Individual</p> <p>HOTEL, REST HOUSE ETC.</p> <p>1. Ceylon Tourist Board – License</p> <p>GEM & JEWELRY DEALERS</p> <p>2. National Gem & Jewelry Authority License</p>	<p>PARTNERSHIP</p> <p>1. Business Registration Certificate Copy</p> <p>2. National Identity Card / Passport Copy of Partners</p> <p>3. Latest Bank Statements (If Other Bank)</p> <p>* Agreement should be signed by all Partners on the Company rubber stamp</p> <p>LIMITED LIABILITY COMPANY - MULTIPLE DIRECTORS</p> <p>1. Certificate of Incorporation</p> <p>2. Memorandum of Articles of Association</p> <p>3. National Identity Card/ Passport Copies of All Directors</p> <p>4. Form 01, Form 48 or Form 20</p> <p>5. Latest Bank Statements (If Other Bank)</p> <p>6. Board Resolution</p> <p>7. NIC Card/ Passport Copies of Authorized Signatories</p> <p>* Agreement should be signed either by two Directors or a Director and the Company Secretary on the respective Company rubber stamps attesting the company embossed seal placed on the agreement</p> <p>* Appointing of authorized signatories to be done through the Board Resolution</p> <p>CORPORATION AND OTHER</p> <p>1. National Identity Card / Passport Copy of Authorized Signatories</p> <p>2. Latest Bank Statements (If Other Bank)</p> <p>3. Relevant Supporting Documents (As Requested)</p> <p>* Agreement should be signed by all Authorize Signatories on the company rubber stamp</p>
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17 KNOW YOUR CUSTOMER (KYC)
DATA COLLECTION FORM

	Proprietor / Partner / Director / Beneficial Owner															
	1				2				3				4			
Name of the Partner / Director																
Designation / Function																
NIC / Passport Number / Country of Issuance																
Date of Birth																
Permanent Address																
Share Ownership Percentage																

18 IDENTIFICATION OF POLITICALLY EXPOSED PERSON & COMPLIANCE WITH FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

Are You: Involved in politics / holding a position in any Political party or a member of the Cabinet/Parliament/Other local government authority OR holding an executive position in a government institution?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are You: In anyway related to any of the persons referred to above? Yes / No	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If yes, please state the relationship								

Relationship with Other Countries

Are you a citizen of another country (Including Dual Citizenship)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If yes, Country								
Are you a resident of another country (Includes green card holders)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If yes, Country								
Are you a tax payer of another country *	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If yes, Country								
Please mention Tax Identification Number of the specified country								
Main Income Source of the Business								
Is there any US person having a share holding over 10% in the Company ? *							YES <input type="checkbox"/>	NO <input type="checkbox"/>
If the answer is YES, for clause marked with * and the entity / individual is a US Tax Payer, same should be accompanied with the relevant FATCA Declaration Form								

19 SETTLEMENT ACCOUNT

Bank Name :

Account Name :

Account Number :

Branch Name : Branch Code :

20 SIGNATURE PLACED BY APPOINTED AUTHORIZED SIGNATORIES

Name :

Designation / Function :

NIC / PP No. :

Signature :

Date :

Name :

Designation / Function :

NIC / PP No. :

Signature :

Date :

Name :

Designation / Function :

NIC / PP No. :

Signature :

Date :

Name :

Designation / Function :

NIC / PP No. :

Signature :

Date :

GENERAL CONDONITON : If more than 4 authorized signatories / directors are available, please place the signature on an annexure (place the Company Seal and Embossed Seal and attach to the application

FOR THE USE OF NATIONS TRUST BANK PLC OFFICIALS ONLY

TIDE Reference No. :

MCC :

FriMi Business Category :

A

B

C

D

IQC :

Acquirer Type :

Amex (Non IPG) - EDC

Amex - Manual

Payment Cards (IPG)

FriMi (Non IPG)

FriMi (IPG)

Transaction Type :

Retail

Wholesale

MO

E-Com

Subscription

FriMi Acceptance Mode :

QR

Online

POS

FriMi Sub Acceptance Mode:

Mobile App

SMS Pay

ECR

Direct Debit

NTB POS

Sharing POS

FriMi Longitude :

FriMi Latitude :

VISA/ Master Expected Volume :

L

K

R

NTB Expected Volume :

L

K

R

FriMi Merchant Commission Percentage :

Normal

%

Cash In

%

Cash Out

%

Merchant Tier :

AMEX On Us :

Advice Periodicity :

AMEX Off Us :

FriMi Settlement :

Real Time

Bulk

DINERS On Us :

No. of Terminals :

DINERS Off Us :

Sharing Bank :

V/M TID :

V/M MID :

Payment Mode :

(NTB/ Other Bank / Pay Order)

Payment Currency

Transaction Currency

EXISTING AMEX MID:

EXISTING FRIMI CIF

Remarks :

Bank Salesperson :

Branch : Department :

Signature : Employee No. :

Date :



Merchant Agreement

This Agreement is entered into by and between;
Nations Trust Bank PLC, a licensed commercial bank duly incorporated under the laws of Sri Lanka bearing Company Registration number PQ118 and having its registered office at No.242, Union Place, Colombo 2 (hereinafter referred to as the "Bank" which term or expression shall where the context so requires or admit mean and include the said Nations Trust Bank PLC its successors and assigns) of one part and;
The Merchant described in the SCHEDULE 1 hereto, which reference shall include its successors and permitted assigns;
WHEREAS the Bank is a Card Acquirer and/or a Card Issuer and / or a Licensee, licensed by associated partners and/or registered financial or similar institutions which are eligible to acquire Merchants, issue Cards through different networks and;
WHEREAS the Bank also provides e- Wallet Service(s) via various e-Wallet Systems; and;
WHEREAS the Merchant is desirous of being able to accept at the offices / branches / establishments of the Merchant the existing Card(s) and/ or e- Wallet (s) as morefully described in the SCHEDULE 4 hereto and /or Cards and/ or e- Wallet(s) which are/ shall be issued and/ or facilitated by the Bank in future and thereby become a Merchant of the Bank;
AND WHEREAS the Bank has agreed to pay to the Merchant the amount of all sales carried out by the Merchant through the use of the Cards and/ or e- Wallet System(s) less any discount and/or commission and other amounts the Bank is entitled to retain in respect of transactions carried out by the Customers (as applicable), subject to and upon the terms and conditions set out hereinafter;

Now therefore this Agreement witness as follows:

1. INTERPRETATION
Unless the context otherwise requires in this Agreement, the following terms shall have the following meanings:
a. "Approval Code" or "Authorization Code" means the numeric Code provided to the Merchant by the Bank or the Card issuer and communicated via the Bank at the time of Authorization;
b. "Authorization" or "Authorization Response" means the approval granted to the Merchant by the Bank to make a charge on the Card;
c. "Card(s)" means a Card issued physically and/ or virtually by the Bank and / or by other associated partners, registered financial or similar institutions through different networks;
d. "Cardholder" or "Cardmember" or "Customer" means the person to whom a Card is issued or who is authorized to use such Card and/or who has registered with the Bank, for the purpose of using the e-Wallet Services (as defined below) only to effect permitted transactions for his/her personal use;
e. "Card Acquirer" means the Bank as engaged in the Merchant Acquiring Business which may include the acquisition and processing of transactions and data from the Merchant.
f. "Card Issuer" means the Bank and / or any associated partners, registered financial or similar institutions that issue Cards through different networks;
g. "Charge" means the total price being charged to the Card including all applicable taxes payable by the Cardholder and/or Customer to the Merchant for the purchase of goods and/or services using a Card;
h. "Charge Record Form" means the form or receipt issued by the Merchant manually or issued through an EDCT recording details of the Charge and / or such other details as may be required by the Bank ;
i. "Discount" or "Merchant Discount Rate" means the percentage or portion of a charge which the Merchant is obliged to pay to the Bank as may be decided by the Bank from time to time in relation to Card(s) and/ or e-Wallet Services;
j. "Electronic Data Capture Terminal" or "EDCT" or "Point-of-Sale Device" or "POS" means any terminal/ device (including mobile phones and personal digital assistants), card reader, cash register, or terminal (including customer – activated terminal and self- service terminal), and any necessary software, that is capable of electronically capturing data from other devices, receiving electronic evidence of Authorization Responses and which may also be capable of transmitting electronic evidence of Sales data as provided by the Bank or by a person other than the Bank to the Merchant which enables the Merchant to electronically process transactions carried out through the Card and/ or e- Wallet System(s);
k. "Equipment" includes EDCT, all related accessories and software including imprinters and includes any replacement, modifications, enhancements and / or additions made thereto from time to time;
l. "Establishment" includes the shop, store, retail outlet, offices or other establishment of the Merchant;
m. "e-Wallet" means the virtual electronic wallet of a Customer through which such Customer can access the e-Wallet System to utilize the e-Wallet Services;
n. "e-Wallet Service Provider" means the Bank and/ or any associated partners, registered financial or similar institution that provides the e-Wallet Service(s).
o. "e-Wallet Payment" means a payment by a Customer through the e-Wallet, for the purchase of goods and/or services from the Merchant, which ultimately results in the debiting, charging or other related transaction of the purchase amount to a payment instrument in such Customer's e-Wallet.
p. "e-Wallet Services" means the use of the e-Wallet System for Transactions.
q. "e-Wallet System" means, a technological creation owned and administered by the Bank and/ or any associated partners, registered financial or similar institution in relation to provisioning of e-Wallet Services.
r. "Floor Limit" means the maximum charge that can be made on a Card for a single transaction as notified by the Bank to the Merchant, from time to time as specified in the SCHEDULE 2 (i) hereto;
s. "Merchant" or "Service Establishment" means any legal business enterprise which has entered in to an agreement with the Bank, Participant or a third party authorized by the Bank to permit Cardmembers and/ or Customers to purchase goods and/ or services there from and such purchases to be paid for by Participant or agency or third party using the Card and/or e-Wallet.
t. "Over- limit Authorization" means the authorization that is required when the amount of the Charge incurred on a Card exceeds the Floor Limit as advised by the Bank;
u. "Participant" means an entity which has entered into an agreement with the Bank to conduct specified business activities pertaining to Card transactions and processing.
v. "Refund Form" has the meaning attached there to in clause 12.1.3(a) (i);
w. "Schedule" means the schedule(s) annexed to this Agreement.
x. "System" means the processing system of the Bank for authorizing transactions carried out through a Card and/or e-Wallet System;
y. "Void Form" has the meaning attached thereto in clause 12.1.3 (c) (i);
If the context permits or requires words importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall include the plural number and vice versa. Any reference to a "clause" shall mean a clause hereof.
2. CARDS AND E-WALLET
This Agreement shall apply in respect of;
a. each and every transaction involving a Charge made on or through a Card and;
b. transactions executed through e-Wallet(s) (as applicable).
c. the existing Card(s) and/ or e- Wallet (s) which are morefully described in the SCHEDULE 4 hereto and the Cards and/ or e- Wallet(s) which are/ shall be issued and/ or facilitated by the Bank in future and shall be updated in the said SCHEDULE 4 in terms of this Agreement;
3. HONOUR CARDS
Subject to the terms and conditions set out in this Agreement, the Merchant shall accept and honour all transactions carried out through a Card at its Establishments.
The Merchant shall not in any way engage in practices or procedures that discriminate against or discourage the use of a Card in favor of any other competing card brand.
4. INSTALLATION OF ELECTRONIC DATA CAPTURE TERMINALS AND USE OF THE AUTHORISATION PROCESSING SYSTEM
The Bank may install electronic data capture terminals and provide the Merchant with such other Equipment and access to the System as the Bank thinks fit and the Merchant shall permit the Bank to install the Equipment in their Establishments.
In the event the Bank permits the Merchant to use an EDCT supplied by another bank, the Bank shall enable the Merchant to have access to the System via the said EDCT (s) in terms of the sharing agreements the Bank has with other banks and entities.
5. OPERATION OF EDCT(s) AND USE OF THE SYSTEM
In circumstances where the Bank has delivered and installed EDCT(s) at the Establishments, the Merchant shall;
a. operate the Equipment and use the System only in accordance with and comply with such instructions as the Bank may give the Merchant from time to time ;
b. be responsible for the cost of any electricity consumed by the Equipment and for any telephone and/ or data packet line charges payable in connection with the use of the Equipment;
c. not alter or otherwise tamper with the software or hardware of the Equipment;
d. ensure that at all times during ordinary business hours, at least two employees of the Merchant (a sale person and a supervisor) who have been trained to operate the Equipment are available;
e. report promptly to the Bank any fault or suspected faults in the operation of the Equipment;
f. not, except with the written consent of the Bank, permit any removal of or interference with or addition to the Equipment or make any markings thereon;
g. keep strictly confidential all information received from the Bank in connection with the Equipment and/ or the System and only be entitled to disclose the same to its employees who require the said information for the purpose of the operation of the Equipment and the use of the System. The Merchant shall take all necessary steps to ensure its employees are aware of such confidentiality obligations and in particular but without limitation will maintain strict security measures with respect to the encryption and terminal initialization procedures affecting the use of the Equipment and the System; and
h. not permit a third party to use the Equipment or have access to the System for any purpose whatsoever without the prior written consent of the Bank.
6. ACCEPTANCE OF CARDS
6.1 The Merchant shall permit Cardholders to purchase goods and/or services with the Card at the Establishment (s) only if;
a. the Card is presented subsequent to the commencement date and prior to the expiry date (if the said dates are shown on the face of the Card);
b. Merchant has not been notified of the cancellation or suspension of the Card by the Bank or the Bank has not otherwise informed the Merchant to decline a transaction on that Card;
c. the Card bears the signature of the person whose name is embossed on the face of the Card;
d. the Charge Record Form is signed by the Cardholder in the presence of an employee of the Merchant with the same signature as what written on the signature panel of the Card;
e. where relevant, the Merchant has obtained an Over-limit Authorization
f. the Card is not visibly altered or mutilated;
g. the Card is valid for use in Sri Lanka; and
h. the transaction complies with all of the provisions of the Agreement and all other terms and conditions, rules or procedures set out by the Bank and notified to the Merchant from time to time.
6.2 In the event there is a doubt regarding the validity of the signature of a Cardholder, a signed affidavit by the Cardholder stating that the signature is his/hers shall be conclusive on the genuineness of the said signature.
7. AUTHORISATION
7.1 In the case of the transaction effected other than through an EDCT, the Merchant shall obtain Authorization from the authorization centre at the Bank and record legibly on the Charge Record Form the Authorization Code before completing such transaction. In the event that;
a. the Charge requires Over-limit Authorization;
b. the Cardholder does not present the Card;
c. the Merchant believes the Card may be counterfeit or stolen or lost; or
d. there are suspicious circumstances surrounding the presentation of the Card or proposed transaction.
the merchant shall inform the Bank such circumstances and obtain approval to proceed with the transaction.
7.2 In cases where the Merchant is equipped with an EDCT from the Bank or has access to the System by any other means, the Merchant shall obtain Authorization through the EDCT for every Charge made on a Card.

- 7.3 In the event of a breakdown in the EDCT or the EDCT is inoperable for any reason, the Merchant shall obtain Authorization from the authorization centre at the Bank for all charges made on a Card until such time the EDCT is functional, unless otherwise instructed by the Bank.
8. **RETENTION OF CARDS DURING A TRANSACTION**
The Merchant shall;
a. retain a Card while making an Authorization request to the Bank;
b. use its best effort by reasonable and peaceful means to retain a Card where the Bank directs that the Card be retained and not returned to the Cardholder;
c. comply with the advice or instruction given by the authorization centre of the Bank or received via EDCT.
9. **TRANSACTIONS COMPLETED MANUALLY AND VIA EDCT(S)**
9.1 At the time of each transaction conducted through a Card other than through an EDCT the Merchant shall legibly complete a Charge Record Form recording the details of the Charge.
The said Charge Record Form shall bear;
a. the imprint of the Card by means of an imprinter acceptable to the Bank;
b. the date on which the Charge was made to the Card (if the imprinter used by the Merchant cannot imprint the date on which the Charge was made that date must be written legibly on the Charge Record Form by the Merchant);
c. an adequate description of all the goods and services;
d. the amount of Charge in Sri Lankan Rupees (or other currency) only if the Merchant has been authorized to carry out transactions through the Card in such a currency;
e. an Over-limit Authorization approval code or any other approval code if necessary;
f. ensure that the signature of the Cardholder appears on all copies of the sales invoice issued by the Merchant (in transactions where the Bank has required the signature of the Cardholder to be placed on such sales invoices);
g. the name of the Establishment, its address and the merchant number assigned to that Establishment by the Bank;
h. All other information that may be required by the Bank to be included on the Charge Record Form as notified by the Bank to the Merchant from time to time.
- 9.2 The Merchant in handling transaction(s) via EDCT shall;
a. ensure that the EDCT is acceptable to the Bank (in the case where the EDCT is provided by a person other than the Bank);
b. ensure that the extraction of data from Cards is in the manner specified by the Bank (this may vary from time to time but the Bank will give prior notice of variation to the Merchant);
c. ensure that the Charge and any further information (such as Cardholder number and data) which the bank from time to time requires is printed on the Charge Record Form which should be in a form approved by the Bank;
d. ensure that the Equipment and procedures for the electronic extraction, retention and transmission of data for the purpose of this Agreement are approved by or (as the case may be) in accordance with the requirements of the Bank;
e. ensure that the signature of the Cardholder appears on all copies of the sales invoice issued by the Merchant (in transactions where the Bank has required the signature of the Cardholder to be placed on such sales invoices); and
f. ensure there is no discrepancy between the Card number embossed and the Card number displayed on the EDCT terminal before completing the transaction;
- 9.3 The Merchant shall ensure that the signature of the Cardholder appears on the Charge Record Form and shall deliver to the Cardholder a true and completed copy of the Charge Record Form;
9.4 In the event the Card has a photograph, the Merchant shall prior to effecting a transaction on the Card, ensure that the person presenting the Card is the same person as that in the photograph;
9.5 the Bank may from time to time with notice to the Merchant amend or vary the procedures for completing or issuing a Charge Record Form or in respect of handling transactions relating to the use of the Card and the Merchant shall comply with the said amended or varied procedure.
10. **GENERAL OBLIGATIONS OF THE MERCHANT IN HANDLING TRANSACTION**
10.1 When handling a transaction relating to a Card and/ or e-Wallet with a Cardholder and/ or a Customer, the Merchant shall;
a. not impose any additional conditions or restrictions on the use of the Card and/ or e-Wallet that are not imposed on other cards/e-Wallets accepted by the Merchant;
b. not require to provide personal information such as personal residence telephone number, address, driver's license or passport information unless required to do so by the Bank;
c. not require a Cardholder to provide a photocopy of the Card unless required to do so by the Bank;
d. include all legally required taxes that apply to purchases made through the Card and/e-Wallet;
e. not accept the Card and/ or e-Wallet for the purchase of a scrip or gift certificate where a cash exchange is permitted;
f. not create a transaction for a Cardholder and/ or Customer who is attempting to refinance a bad cheque or a past due amount;
g. not provide cash upon presentation of the Card, unless the Merchant is specifically authorized as a Cash Disbursement Provider;
h. always comply with the current PCI Data Security Standard as set out by the Bank;
i. immediately report all instances of a data compromise to the Bank in no case later than twenty four (24) hours after discovery of such incident;
j. not submit transactions on behalf of other merchants;
11. **MULTIPLE CHARGE RECORD FORMS**
11.1 The Merchant shall not use two or more Charge Record Forms to avoid exceeding the Floor Limit per transaction.
11.2 The Merchant shall not effect a transaction through the Card when only a part of the amount due in respect of such transaction is included on a single Charge Record Form except;
a. when the balance of the amount is paid in cash or by cheque, or
b. when the goods or services are to be delivered or performed at a later date and one Charge Record Form represents a deposit and the second Charge Record Form represents payment of the balance, in which case the Merchant must obtain Authorization from the Bank to use more than one Charge Record Form and shall note on the Charge Record Form the Authorization Code and the words "deposit" or "balance" as appropriate. The Charge Record Form with the notation "balance" shall not be presented to the Bank until the goods are delivered or the services are performed.
12. **PRESENTMENT OF TRANSACTION INFORMATION AND REFUNDS**
12.1 Presentment of transaction information and refunds in relation to Card(s)
12.1.1 In respect of transactions effected other than through the use of an EDCT the Merchant shall complete a slip referred to as a "charge summary" and / or such other documents as may be required by the Bank ("transaction information") setting out;
a. the total amount charged through the Charge Record Forms being submitted (and attach the relevant Charge Record Form);
b. the Discount and the net amount due to the Merchant on those Charge Record Forms and the Merchant shall present the said transaction information to the Bank within seven (7) days of the transaction date.
12.1.2 In the event the Bank has agreed to the presentation of transaction information set out in clause 12.1.1 electronically, the Merchant shall at the close of business of each day, effect a settlement of the transaction for that day on the EDCT and arrive at the amount due to the Merchant in respect of the transactions carried out for that day ("settlement amount").
12.1.3 If in respect of any transaction any goods are not received by the Cardholder or are lawfully rejected or accepted for return or services are not performed or cancelled or the price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not make a cash refund and shall follow the procedure set out herein to provide a refund to the Cardholder.
a. in the event information relating to the transaction requiring a refund has already been presented to the Bank with the transaction information referred to in clause 12.1.1 the Merchant shall;
i. complete a Charge Record Form indicating there in the amount which must be credited to the Cardholder, a brief description of the goods or services, the number of the Card, the date on which the refund was requested, state clearly on the said Charge Record Form the words "refund" (hereinafter referred to as a "Refund Form") and sign the said Refund Form;
ii. deliver to the Cardholder a true and completed copy of Refund Form;
iii. within (7) days of the Merchant generating the Refund Form, deliver a copy of the said Refund Form to the Bank along with a request in writing to the Bank to cancel the authorization previously obtained for that transaction (if any).
b. In the event information relating to the transaction requiring a refund has not been presented to the Bank with the transaction information referred to in clause 12.1.1 the Merchant shall;
i. destroy the Charge Record Form and any copies thereof and hand over the said destroyed copies to the Cardholder
ii. inform the Bank in writing to cancel the authorization previously obtained (if any)
c. In the event a refund is being effected through an EDCT, in respect of a transaction for which the Merchant has not obtained a settlement amount as referred to in clause 12.1.2 the Merchant shall;
i. void the transaction on the EDCT, generate a Charge Records Form stating the terms "void" or "credit sale" (hereinafter referred to as a "Void Form") and hand over a copy of the said Void Form to the Cardholder; and
ii. provide the bank, within (7) days of generating the said Void Form, a copy of the Void Form with a copy of the original Charge Record Form
d. In the event a refund is being effected through an EDCT, in respect of a transaction for which the Merchant has obtained a settlement amount as referred to in clause 12.1.2, the Merchant shall immediately inform the Bank in writing, to reverse the transaction (with a copy of the Charge Record Form requiring to be cancelled) and provide the Cardholder with a copy of the said letter.
e. In the event that only Refund Forms or Void Forms are presented to the Bank at any one time the Merchant shall at the same time make payment of the net refund (i.e the total refunds (s) to the Cardholder(s) less the Discount) to the Bank.
12.1.4 By presentation of the transaction information, the Merchant represents, warrants to and agrees with the Bank:
a. that all statements of fact contained therein which are within the knowledge of the Merchant are true and complete;
b. that the Merchant has supplied, or caused to be supplied, the goods and/ or services to which the transaction information relates and to the value stated therein at a price not greater and otherwise on terms no less favorable than the price and terms at and on which such goods and/ or services are supplied by the Merchant for cash;
c. that no other sales slip or information has been or will be issued or presented in respect of the goods and/ or services to which the transaction information relates;
d. that provision of the credit for the supply of the goods and/ or services to which the transaction information relates is not unlawful;
e. that the transaction information related to transaction actually carried out by the Merchant and
f. that the Merchant has complied with this Agreement
12.1.5 Neither the receipt by the Bank of any transaction information nor any payment by or other act or omission of the Bank (other than an express written acknowledgement or waiver thereof by the Bank) shall constitute or be deemed to constitute any acknowledgement or waiver of compliance by the Merchant with any of the warranties specified in Clause 12.1.4 above or any other provision of this Agreement.
- 12.2. **PRESENTMENT OF TRANSACTION INFORMATION AND REFUNDS IN RELATION TO e-Wallet(s)**
12.2.1 In the event the Bank has agreed to the presentation of transaction information electronically, the Merchant shall at the close of business of each day, effect a settlement of the transaction for that day on the EDCT and arrive at the amount due to the Merchant in respect of the transactions carried out for that day ("settlement amount").
12.2.2 In the event a refund is being effected through an EDCT, in respect of a transaction for which the Merchant has not obtained a settlement amount as referred to in clause 12.2.1 the Merchant shall;
i. void the transaction on the EDCT, generate a Charge Records Form stating the terms "void" or "credit sale" (hereinafter referred to as a "Void Form") and hand over a copy of the said Void Form to the Customer; and
ii. provide the bank, within (7) days of generating the said Void Form, a copy of the Void Form with a copy of the original Charge Record Form.
12.2.3 In the event a refund is being effected through an EDCT, in respect of a transaction for which the Merchant has obtained a settlement amount as referred to in clause 12.2.1, the Merchant shall immediately inform the Bank in writing, to reverse the transaction and provide the Customer with a copy of the said letter.
12.2.4 In the event that only Refund Forms or Void Forms are presented to the Bank at any one time the Merchant shall at the same time make payment of the net refund (i.e the total refunds (s) to the Customer(s) less the Commission) to the Bank.
12.2.5 By presentation of the transaction information, the Merchant represents, warrants to and agrees with the Bank:
a. that all statements of fact contained therein which are within the knowledge of the Merchant are true and complete;

- b. that the Merchant has supplied, or caused to be supplied, the goods and/ or services to which the transaction information relates and to the value stated therein at a price not greater and otherwise on terms no less favorable than the price and terms at and on which such goods and/ or services are supplied by the Merchant for cash;
 - c. that no other sales slip or information has been or will be issued or presented in respect of the goods and/ or services to which the transaction information relates;
 - d. that provision of the credit for the supply of the goods and/ or services to which the transaction information relates is not unlawful;
 - e. that the transaction information related to transaction actually carried out by the Merchant and
 - f. that the Merchant has complied with this Agreement
- 12.2.6 Neither the receipt by the Bank of any transaction information nor any payment by or other act or omission of the Bank (other than an express written acknowledgement or waiver thereof by the Bank) shall constitute or be deemed to constitute any acknowledgement or waiver of compliance by the Merchant with any of the warranties specified in Clause 12.2.5 above or any other provision of this Agreement.
13. PAYMENT
- 13.1 Payment plans are set out in the SCHEDULE 2 (ii) hereto, where the Merchant can receive payments from the Bank in relation to Card(s) of the net amount due to the Merchant as reflected in the transaction information or of the settlement amount;
- a. The Next Day Payment Plan- in which the Bank shall make payments to Merchant within one (1) day of receiving the transaction information or arriving at settlement amount; or
 - b. The Three Day Payment Plan- in which the Bank shall make payment to the Merchant within three (3) days of receipt of the transaction information or arriving at the settlement amount; or
 - c. The Seven Day Payment Plan- in which the Bank shall make payment to the Merchant within seven (7) days of receipt of the transaction information or arriving at the settlement amount; or
 - d. The Extended Payment Plan- in which the Bank shall make payment to the Merchant within twenty eight (28) days of receipt of the transaction information or arriving at the settlement amount; or
 - e. Such other payment plan as may be agreed between the parties hereto.
- 13.1.1 In the event the day on which payment is required to be made by the Bank under the respective payment plan falls on a day other than a business day for the Bank, the Bank shall make the said payment on the next business day.
- 13.2 Payment settlement plans are set out in the SCHEDULE 3 (iii) hereto, where the Merchant can receive payments from the Bank in relation to e-Wallets due to the Merchant.
- 13.3 The Bank shall make payment to the Merchant by crediting the account of the Merchant maintained with the Bank or to such other account as notified by the Merchant to the Bank or by such other means as agreed in writing between the parties from time to time.
- 13.4 Payment by the Bank shall be without prejudice to any claims or rights which the Bank may have against the Merchant and does not constitute any admission by the Bank as to the performance by the Merchant of its obligation under this Agreement and the amount payable to the Merchant.
- 13.5 The Bank may debit the account of the Merchant, set off or deduct from any payment due to the Merchant or seek immediate reimbursement from the Merchant;
- a. of the amount of any refund due to any Cardholder and/ Customer in accordance with the refund procedure set out in clause 12 above;
 - b. if the Bank has made an overpayment to the Merchant due to mathematical errors or otherwise;
 - c. if any other sums are due from or payable by the Merchant to the Bank;
 - d. at the Bank's discretion, an amount equal to interest at the rate then currently charged to Cardholder and/or Customer in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgment obtained), on the amount of any transaction information or the information relating to the refund which is not presented as required under this Agreement within the specified period.
- 13.6 In the event the Bank suspects, on reasonable grounds, that the Merchant has committed a breach of this Agreement or committed an act of dishonesty or fraud against the Bank, the Bank shall be entitled to suspend all payments under this Agreement to the Merchant pending the conclusion of an inquiry thereto by the Bank.
- 13.7 The Bank reserves the right to vary the Discount/Commission rate from time to time, with prior written notice to the Merchant.
14. CHARGES TO CARDHOLDER/CUSTOMER
- The Merchant shall not require any Cardholder and/ or Customer to pay a surcharge or to pay any part of the Discount payable by the Merchant whether through any increase in price or otherwise or to pay any other fee in connection with the transaction relating to a Card and / or e-Wallet.
15. CHARGEBACK
- The Bank shall be entitled at any time to refuse total or partial payment to the Merchant and / or to debit the account of the Merchant with such amount and / or to seek immediate reimbursement from the Merchant for any amount already paid to the Merchant in the event of a breach by the Merchant of any of the terms and conditions of this Agreement including but not limited to any of the following situations.
- a. the transactions is for any reason unlawful or unenforceable;
 - b. the Cardholder's signature is missing;
 - c. the Cardholder's signature on the Charge Record Form or any other document required to be signed by the Cardholder in relation to the transaction is a forgery or the Cardholder's signature on the document does not match the signature on the Card used for the transaction;
 - d. the copy of the sales slip or invoice of the Merchant or any other document required to be signed by the Cardholder in relation to the transaction presented to the Bank or retained by the Merchant is incompatible with any copy provided to the Cardholder;
 - e. Cardholder's account number is found to be omitted incomplete or invalid or Cardholder's account number is not imprinted on the Charge Record Form;
 - f. the Card presented to the Merchant in respect of the transaction has been altered or had not yet become valid or had expired at the time of the transaction;
 - g. the Card presented to the Merchant in respect of the transaction was listed in a warning list or any other communication or advice (in whatever form) from time to time issued or made available by or on behalf of the Bank to the Merchant;
 - h. the price charged to the Cardholder was in excess of the price at which the goods supplied or the services performed were supplied by the Merchant for cash;
 - i. the sales price was in excess of the Floor Limit and no prior authority therefore was obtained from the Bank;
 - j. the goods and / or services covered by the transaction are rejected or returned or the transaction or part thereof is invalid cancelled or terminated by a Cardholder or if the Merchant fails to provide at all or to the Cardholder's satisfaction goods and/ or services to the Cardholder;
 - k. the Charge Record Form or any part thereof is illegible, incomplete or unsigned or not prepared or completed or submitted in accordance with this Agreement;
 - l. the Cardholder disputes the nature quality or quantity of the goods and/ or services covered by the transaction;
 - m. any information presented electronically to the Bank in respect of the transaction is not received in accordance with this Agreement;
 - n. the Bank has requested evidence in accordance with Clause 22 in relation to the transaction which the Merchant has failed to provide;
 - o. the transaction information required to be presented in respect of the transaction is not presented to the Bank within the agreed time;
 - p. the Cardholder disputes or denies the transaction or the sale or delivery of goods and / or services covered by the transaction with reason;
 - q. in seeking Authorization for a transaction the Merchant has given an incorrect Cardholder's name or Card account numbers to the Bank;
 - r. transaction is charged more than once to Cardholder's account due to the deposit of an incorrect copy of a Charge Record Form by the Merchant;
 - s. the Bank reasonably believes that's the transactions are irregular;
 - t. the Bank of the opinion that there are circumstances suspicious surrounding the transaction;
 - u. the Bank is of the opinion that the submission of the transaction information by the Merchant is out of the normal pattern;
 - v. the issuing bank refuses to honor the sales slips presented by the Merchant;
 - w. notwithstanding the provisions of Clause 7.1 hereof , the circumstances of the transaction were so suspicious that the Merchant should have realized that the Card is counterfeit or stolen and should have therefore declined the transaction.
16. USE OF MERCHANTS NAME
- The Merchant irrevocably authorizes the Bank to include the Merchants name in any directory or promotional material produced in connection with the products and services of the Bank including the acceptance of the Card and/ or e-Wallet.
17. DISPLAYING SYMBOLS AND NAMES OF CARDS
- The Merchant shall display such signs and materials of the Bank including current symbols and names of Cards and/ or e-Wallet. The promotional materials shall only be provided by the Bank to inform the public that the Cards and / or e-Wallet will be honored/ available at the Establishments. The right to use or display such signs symbols and materials and names by the Merchant shall continue only so long as this Agreement remains in force or until the Merchant is notified by the Bank that the Merchant must cease such usage or display.
18. MERCHANT DISCOUNT RATE/ COMMISSION RATE
- The rate of the Discount/Commission Rate shall be advised by the Bank from time to time and shall be subject to change by the Bank with notice to the Merchant.
19. FLOOR LIMIT
- The Floor Limit(s) shall be advised by the Bank from time to time and shall be subject to change by the Bank with notice to the Merchant. Unless otherwise advised the Floor Limit shall be zero (0).
20. MINIMUM TRANSACTION AMOUNT
- The Merchant shall not require or post signs indicating that they require a transaction amount below which the Merchant shall refuse to honour otherwise valid Cards.
21. TRANSACTIONS EFFECTED IN BREACH OF THE AGREEMENT
- 21.1 Without prejudice to the Bank's right to terminate this Agreement under Clause 30, the Bank shall be authorized to debit the account of the Merchant or deduct from any payment or refund due to the Merchant, any sum claimed by that Cardholder and/ or Customer if such claim arises from a breach by the Merchant of any of the terms or conditions contained in this Agreement.
- 21.2 In the event that the Merchant does not have an account with the Bank or there are insufficient funds available therein, the Merchant shall forthwith on demand by or on behalf of the Bank pay to the Bank the amount of the said claim to the extent to which such funds proves inadequate.
- For the avoidance of doubt, the Merchant expressly agrees that the ability of the Bank to demand payment from the Merchant under this clause shall continue after the termination of this Agreement and in respect of claims made by Cardholders at any time after the termination of the Agreement.
22. EVIDENCE AND DOCUMENTS
- 22.1 The Merchant will promptly on the Bank's request (and whether or not the same is disputed by the Cardholder and/ or Customer) produce to the Bank evidence satisfactory to the Bank of the Cardholder's and / or Customer's authority for the Card account and/ or E-Wallet to be debited with any transaction amount and (but without prejudice to the foregoing) will retain all documents and records relating to each transaction for a period of not less than eighteen (18) months thereafter and produce the same to the Bank on request.
- 22.2 The Merchant shall provide reasonable assistance for the prevention and detection of fraud in respect of any transaction as the Bank may from time to time request.
23. MAINTENANCE OF EQUIPMENT AND/OR IMPRINTER(S)
- 23.1 In the case of Equipment provided by the Bank,
- a. The Merchant shall maintain the Equipment in good condition.
 - b. It is the sole responsibility of the Merchant to safe-keep and control the use of the Equipment. The use of the Equipment shall be deemed to be authorized and sanctioned by the Merchant.
 - c. As between the Bank and Merchant, all persons using the Equipment shall be deemed to be agents of the Merchant. The Bank shall not be responsible for any disputes whatsoever arising between the Merchant and its agents or its customers. The Merchant shall indemnify the Bank against all claims losses costs expenses and liabilities whatsoever that may be suffered incurred or sustained by the Bank as a result of or arising from the use or misuse of the Equipment.

- d. Any Equipment supplied to the Merchant shall remain the property of the Bank and shall be surrendered to the Bank on demand.
- e. The Merchant shall also provide such responsible assistance for the prevention and detection of fraud in respect of usage of the Equipment.
- f. The Bank may charge the Merchant the costs of the Equipment and/or the costs of repairing the Equipment if the Equipment was damaged as a result of the improper handling by the Merchant.
- g. All Equipment shall be returned to the Bank upon termination of this Agreement or upon the Merchant ceasing to do business for any reason or as and when required to do so by the Bank.
- 23.2 In the case of Equipment provided by the Bank, the Merchant shall not;
- a. sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the Equipment or any encumbrance on the Equipment to be created;
- b. remove, conceal or alter any markings, tags or plates attached to the Equipment or any part of the Equipment which indicates the ownership of the Equipment by the Bank; or
- c. cause or allow any action to be taken that will affect the Bank's right to access repossess or dispose of the Equipment or otherwise to encumber or in any way jeopardize the Equipment, whether by any act of a customer or any of its servants or agents or by any other factor within its control.
- 23.3 Subject to the provisions of clause 26 hereof, in respect of Equipment provided by the Bank, the Bank shall be responsible for any servicing, repairs or replacement required to be carried out to the Equipment. For this purpose the Merchant shall allow the Bank, its representative, contractors or agents to have access to the Equipment at all times.
- 23.4 The Merchant shall not permit any third party to perform any maintenance services on the Equipment provided by the Bank or to effect modifications enhancement or engineering changes to the said Equipment without the prior written consent of the Bank.
24. **REMOVAL AND CESSATION OF BUSINESS**
The Merchant shall inform the Bank in the event of the closure of any of its Establishment and/ or the transfer or sale of its business to another person at least thirty (30) working days prior to the effective date of closure, transfer or sale.
25. **DISCLOSURE**
The Merchant hereby authorizes the Bank to disclose any information relating to the Merchant's Account or the conduct thereof, the Merchant's particulars and affairs (financial or otherwise) to any party, including but not limited to any person ,corporation , bank , financial institution , any of the Bank's branches and related companies and to obtain such information from any such party.
26. **DISCLAIMER**
- 26.1 The Bank shall not be under any liability to the Merchant or any of the Merchant's customers for the inaccuracy or invalidity of any point of sales Authorization communicated by the Bank hereunder except for the Bank's gross negligence and willful default and the Merchant shall indemnify the Bank for any claims arising therefrom.
- 26.2 Except as expressly provided to the contrary in this Agreement, all terms, conditions, warranties, undertakings, inducements or representations whether express , implied ,statutory or otherwise relating in any way to the System are excluded. Without limiting the generality of the preceding sentence the Bank shall not be under any liability to the Merchant for any loss or damage (including consequential loss or damage) however caused which may be suffered incurred by the Merchant or which may arise directly or indirectly in respect of the Equipment or as a result of failure or error in the Equipment or the System.
27. **INDEMNITY**
- 27.1 The Merchant will indemnify the Bank on demand in respect of any action, claims , costs, damages ,demands, expenses ,losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with:
- a. any failure by the Merchant to comply with the provisions of this Agreement and /or;
- b. any transaction between the Merchant and Cardholder and/ or Customer and including but without prejudice to foregoing any or any alleged misrepresentation or breach of contract or other breach of duty by the Merchant (or any of the Merchant's officers, employees or agents) to any Cardholder and/ or Customer;
- c. The Bank acting on instructions received from the Merchant through facsimile or email.
- 27.2 The Bank will be entitled to have full conduct of all proceedings and negotiations relating to any such claims and in its discretion to accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that the Bank may require.
28. **CONFIDENTIALITY**
- 28.1 The Merchant will not, without prior written consent of the Cardholder and/ or Customer use or disclose information of the Cardholder and/ or Customer or his/her transactions howsoever obtained and in whatsoever form the information shall take to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transaction and the Merchant's insurers and professional advisers) unless such disclosure is required by law or by a court.
- 28.2 The Merchant shall not, without prior written consent of the Bank, use or disclose information howsoever obtained and in whatsoever form of the business of the Bank or the System or this Agreement, to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transaction and the Merchant's insurers and professional advisers) unless such disclosure is required by law or by a court.
29. **ACCOUNT INFORMATION**
The Merchant shall not sell, provide, or exchange a Customer's name or Card account and/ or e-Wallet information in the form of imprinted Charge Record Forms, carbon copies of Charge Record Forms, mailing lists, tapes, or other media obtained through transactions effected on a Card and/ or e-Wallet to any third party other than to the Merchant's agents for the purpose of assisting the Merchant in its business, to the Bank, to Card Issuer and/ or e-Wallet Service Provider through the Bank or unless required to do so by a court.
30. **TERMINATION**
- 30.1 Termination of this Agreement in relation to the Card(s) shall be effected;
- a. by the Merchant giving to the Bank at least thirty (30) day's prior notice in writing; or
- b. by the Bank forthwith, without prejudice to due completion and payment in respect of all transactions processed and accepted by the Bank on or before the termination date.
- In the event of termination the Merchant shall present all completed transactions to the Bank's representative at the time of termination. However, subject to Clauses 12, 13 and 15, payment for all such items received will only be made to the Merchant after the payment is successfully collected by the Bank from the Card issuer(s) and in any event only after 180 days from the date of the receipt by the Bank of the transaction information relating to that transaction. Where any refund claimed by the Bank exceeds the amount due to the Merchant the difference thereof shall be a debt due from the Merchant to the Bank and be forthwith payable by the Merchant to the Bank.
- 30.1.2 In the event the Merchant has informed the Bank under clause 24 above of the closure, transfer or sale of its business, this Agreement shall terminate at the expiry of the period of thirty (30) days required to be given under the said clause 24. Provided however, until the Merchant returns the Equipment to the Bank, the Merchant shall remain liable for any transactions effected through the use of the Equipment provided to the Merchant.
- 30.1.3 Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and (but without prejudice to the foregoing) Clauses 12, 13, 15, 21, 22, 27 and 28 and this Clause shall remain in full force and effect notwithstanding termination.
- 30.1.4 Any transaction presented to the Bank for payment after the termination date, whether it bears Authorization or not, shall not be paid by the Bank.
- 30.2 Termination of this Agreement in relation to e-Wallet(s) shall be effected;
- a. by the Merchant giving to the Bank at least thirty (30) day's prior notice in writing.
- b. if the Merchant is in breach of any provision of this Agreement, the Bank reserves the right to;
- i) terminate this Agreement immediately, if the Merchant fails to rectify such breach within the period notified by the Bank, or
- ii) suspend or place restrictions on Merchant's access to e-Wallet at any time, with or without notice to the Merchant.
- 30.3 the Bank reserves the right to terminate this Agreement at any given time by giving thirty (30) days prior notice in writing to the Merchant.
- 30.4 if there are any outstanding Commissions due to the Bank, the Merchant must pay all such amounts immediately prior to termination.
- 30.5 Upon termination the Merchant shall forthwith and at the Merchant's expense return to the Bank the Equipment and all related documentation.
31. **RECOVERY OF CLAIMS AND COSTS**
In the event of a breach by the Service Establishment of any of the terms and conditions of this Agreement the Service Establishment shall pay or reimburse the Bank immediately upon demand;
- a. all claims relating to the said breach;
- b. all costs, expenses, interest and/or charges incurred as result of the said breach.
32. **PROHIBITED SERVICE ESTABLISHMENT CATEGORIES**
- 32.1 A Service Establishment shall be deemed to operate in a prohibited Service Establishment category if the Service Establishment;
- a. sells goods or services using deceptive or predatory practices and/or in violation of requirements of law applicable to any Participant, Service Establishment, Card Acquirer, Card Issuer and/ or e-Wallet Service Provider, including laws prohibiting deceptive practices, whether or not in conjunction with the sales of goods or services, including prostitution, pornography, or "counterfeit goods" (as defined below) where prohibited by law. "counterfeit goods" shall mean products or goods that are imitations fraudulently produced with the intent to be sold as if they were authentic or to violate protection under applicable trademark, patent or copyright laws.
- b. Any activity or service that facilitates the direct or indirect sales and/ or distribution of child pornography and human trafficking and exploitation.
- c. Sells any goods or products that consist of endangered species or their products (any species included in any one of the appendices to the Convention on International Trade of Endangered Species).
- d. Offers or sells a type of goods or service or conducts a type of business or operates in a Service Establishment category that is designated by the Card Acquirer, Card Issuer and/ or e-Wallet Service Developer as ineligible for Card and/ or e-Wallet acceptance including, an entity that does not comply with the definition "Service Establishment" or the terms governing Card and/ or e-Wallet acceptance; an entity that operates outside the authorized jurisdiction designated for the Participant; that may cause Card Issuer and/ or e-Wallet Service Provider acceptances marks, or acceptance to experience damage or adverse publicity.
- e. Otherwise engages in transactions for which are illegal where the transaction is occurring, except as otherwise prohibited by the Card Acquirer and/ or Card Issuer and/ or e-Wallet Service Provider, under requirements of law, authorization and /or settlement could not be undertaken by a person or from or within the Participant's authorized jurisdiction.
- 32.2 In the event any new prohibited Service Establishment category is set out by the Bank/ Card Issuer/ associated partners/ registered financial or similar institutions/ e-Wallet Service Provider, the Merchant shall be duly updated on such prohibited Service Establishment category from time to time.
- 32.3 The Merchant shall not engage and/ or operate in any of the prohibited Service Establishment category set out herein above and/ or as set out from time to time, by the Bank, Card Issuer/ associated partners/ registered financial or similar institutions/ e-Wallet Service Provider.
- 32.4 Card Acquirer, Card Issuer and/ or e-Wallet Service Provider may use their sole discretion to determine if a Service Establishment is compliant with requirements stipulated herein.
33. **ASSIGNMENT**
This Agreement is not assignable by the Merchant.
- 33.1 The Bank is entitled at any time, with notice to the Merchant, to assign this Agreement or any of the Bank's obligations hereunder and /or to sub-contract or appoint any agent to carry out any of the Bank's obligations herein.
34. **REPRESENTATIONS**
The Merchant acknowledges and agrees that the Merchant has not entered into this Agreement in reliance on any representation statement or warranty (whether written or oral and whether express or implied) made by or on behalf of the Bank other than such as are expressly set out herein.
35. **WAIVER**
The failure by the Bank to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of the rest of them right at any time subsequently to enforce all terms and conditions of this Agreement.

36. GENERAL
- 36.1 If any provision of this Agreement is or proves to be or becomes illegal, invalid or unenforceable in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in anyway effected thereby.
- 36.2 Any notice or communication by either party to the other shall be in writing and shall be deemed to have been duly given if either delivered personally or by prepaid registered post addressed to the other party at the appropriate address stated above or at such other address as such parts hereto may hereafter specify to the other party.
- 36.3 The Merchant shall advise the Bank in writing of any change of address, status, contact details or any other change, thirty (30) days prior to any change.
- 36.4 Terms and conditions pertaining to Card(s) and/ or e-Wallet(s) that may be issued and/ or facilitated by the Bank in the future, shall be communicated from time to time via e mail to the Merchant and such terms and conditions shall be considered as accepted by the Merchant once the first transaction is effected using the said Card(s) and/ or e-Wallet(s) by the Cardholder(s) and/ or Customer(s) at the Establishment.
37. VARIATION OF AGREEMENT
- The Bank reserves the right at all times to vary or amend these terms and conditions. Any such variation or amendment or introduction will become effective and binding on the Merchant upon notification to the Merchant by ordinary post or e mail and if the Merchant is unwilling to accept any such variation or amendment or introduction, the Merchant shall notify the Bank in writing by registered post or e mail within five (05) days from the receipt of the notification by the Bank. A notification sent by the Bank by post shall be deemed to have been received by the Merchant on the day following the date of posting.
38. GOVERNING LAW
- This Agreement shall be governed and construed in accordance with the laws of Sri Lanka.
39. SPECIFIC CLAUSES ON E-WALLET
- 39.1 Transacting through e-Wallet
- a. If the Bank is of the view that there are suspicious, erroneous or unintended e-Wallet Payments, the Bank reserves the right to reverse and/ or suspend such e-Wallet Payments and/or with or without notice to the Merchant, suspend Merchant's access to e-Wallet, until the Bank's investigations in to the same are completed.
- b. Any information requested by the Bank in respect of e-Wallet Payments must be provided by the Merchant, within seven (7) days of such request.
- c. The Merchant agrees that all e-Wallet Payments, once confirmed by the Merchant or the Customer (as the case may be) through e-Wallet, are final, conclusive and binding on the Merchant.
- d. The Merchant must not hold the Bank liable for the underlying transactions which the Customers have entered into with the Merchant, using e-Wallet.
- e. In the event, the web portal access is provided by the Bank, the Merchant must ensure that access to such web portal shall only be given to its authorized users.
- f. The Merchant must comply with operational instructions issued by the Bank from time to time in relation to the use of the e-Wallet System.

IN WITNESS WHEREOF the parties hereto have set their hands hereunto in the manner hereinafter set out

Business Name (Please Print or Type)

Name of the Authorized Signatory and Title (Please Print)

For & on behalf of the Nations Trust Bank PLC

Authorized Signature on Embossed/Rubber Seal

Date

Date

SCHEDULE 1

Description of the Merchant	
	<p>In the case of a Company:</p> <p>.....[NAME OF COMPANY], bearing company registration no. [.....] of [address]</p> <p>In the case of an Individual/Sole Proprietorship:</p> <p>.....[NAME OF INDIVIDUAL] (NIC No.[.....]) of.....[address] carrying on business under the name and style of ".....[business name]" (Business registration no. [.....])</p> <p>In the case of a Partnership:</p> <p>.....[NAME OF INDIVIDUAL A] (NIC No. [.....]) of[address] and.....[NAME OF INDIVIDUAL B] (NIC No. [.....]) of[address], together carrying on business as a partnership under the name and style of ".....[business name]" (Business registration no. [.....])</p>

SCHEDULE 2

i.	Merchant No.	
	Floor Limit	Local
		International

ii. (Please tick appropriate payment plan)-

Payment Plan	Discount Rate
Next Day Payment Plan	
Three Day Payment Plan	
Seven Day Payment Plan	
Extended Payment Plan	

SCHEDULE 3

i	Equipment	[insert technical specifications of POS and/or mobile devices]
ii	Commission	Rate :
iii	Payment settlement plan	
iv	Payment settlement account	
v	Effective date	

SCHEDULE 4

American Express	
Diners Club International	
Discover Network	
E-Wallet	

BOARD RESOLUTION

MERCHANT AFFILIATION

An extract from the minutes of the meeting of the board of directors of
.....held at No
.....on thisday of
.....20...

Present: 1 (In the chair)
2
3
4

It is hereby resolved that

The company does enter into a Merchant Agreement with Nations Trust Bank PLC as an Accredited Dealer/ Merchant to accept and honor all valid cards including but not limited to American Express Cards/Diners Club International Cards, Discover Network Cards and E-wallet issued and acquired by the Nations Trust Bank PLC in favor of their customers. It is also further resolved that the company shall adhere to all the terms and conditions specified in the Merchant Agreement.

that for this purpose the company do sign, seal execute and deliver to the Nations Trust Bank PLC from time to time all such instruments and documents of whatsoever nature or description as may be required by the Nations Trust Bank PLC and that every such execution and signing be done bydirectors of the company.

BY this resolution the company does hereby warrant, represent, confirm and declare that in terms of the Memorandum and Articles of Association of the Company, the company is duly authorized to enter into an agreement as resolved above and is acting intra virus in doing so.

I certify that the above is a true extract from the recorded minutes of the company.

Signatures of:

.....
DIRECTOR

.....
DIRECTOR/ COMPANY SECRETARY

Date :

ANNEXURE TO MERCHANT APPLICATION



Please fill the content in BLOCK letters

I KNOW YOUR CUSTOMER (KYC) DATA COLLECTION FORM

Proprietor/Partner/Director/Beneficial Owner

Name of the Partner/Director		
Designation/Function		
NIC/Passport No		
Country of Issuance		
Date of Birth		
Permanent Address		
Share Ownership Percentage		

2 IDENTIFICATIONS OF POLITICALLY EXPOSED PERSONS & COMPLIANCE WITH FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

Are you: involved in politics/holding a position in any political party or a member of the cabinet /parliament/other local government authority OR holding an executive position in a government institution?	Yes	No	Yes	No
Are you: in anyway related to any of the persons referred to above? Yes/No	Yes	No	Yes	No
If yes, please state the relationship				

Relationship with other countries

Are you a resident in other country (Includes green card holders)	Yes	No	Yes	No
If yes, Country?				
Are you a Tax Payer of another country*	Yes	No	Yes	No
If yes, Country?				
Please mention Tax Identification number of the specified country				
Main income source of the business				
Is there any US person having a share holding over 10% in the country? *	Yes	No	Yes	No
If the answer is YES, for clause marked with * and the entity/individual is a US Tax Payer, same should be accompanied with the relevant FATCA declaration form				

3 SIGNATURES PLACED BY APPOINTED AUTHORISED SIGNATORIES

Name		Signature	
Designation/Function			
NIC/PP No		Date	
Name		Signature	
Designation/Function			
NIC/PP No		Date	

GENERAL CONDITION: Please place the signature on an annexure (Place the company & embossed seal and attached to the application)

DETAILS OF ADDITIONAL MERCHANT OUTLETS

Please fill the content in BLOCK Letters

1

COMMERCIAL NAME

:

COMMERCIAL ADDRESS:

Telephone No. 1

Telephone No. 2

TRANSACTION ACCOUNT

Bank Name

Account Name

Account Number

Branch Code

Branch Name

No. of Terminals

Sharing Bank

V/M TID

V/M MID

Payment Mode

Currency

FriMi Business Category

(NTB/ Other Bank / Pay Order)

A

B

C

D

Payment

FriMi Longitude

Transaction

FriMi Latitude

IQC

Acquirer Type

Amex (Non IPG) - EDC

Amex - Manual

Payment Cards (IPG)

FriMi (Non IPG)

FriMi (IPG)

MCC

FriMi Settlement

Bulk

Real Time

TIDE Reference No.

2

COMMERCIAL NAME

:

COMMERCIAL ADDRESS:

Telephone No. 1

Telephone No. 2

TRANSACTION ACCOUNT

Bank Name

Account Name

Account Number

Branch Code

Branch Name

No. of Terminals

Sharing Bank

V/M TID

V/M MID

Payment Mode

Currency

FriMi Business Category

(NTB/ Other Bank / Pay Order)

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Amex (Non IPG) - EDC

Amex - Manual

Payment Cards (IPG)

FriMi (Non IPG)

FriMi (IPG)

MCC

FriMi Settlement

Bulk

Real Time

TIDE Reference No.

2 SIGNATURE PLACED BY APPOINTED AUTHORIZED SIGNATORIES

Name

Signature

Date

D

D

M

M

Y

Y

Y

Y

Name

Signature

Date

D

D

M

M

Y

Y

Y

Y

GENERAL CONDITONS :

- Please attach a copy of the latest Bank Statement for each of the Transaction Account/s specified above
- Please place the signature on an annexure (place the Company Seal and Embossed Seal and attach to the application