



MEMBER ENROLMENT FORM

Date: ____/____/____

Sub-Member / Institution Details (As Per Supporting Document)

Registered Name: _____ Brand Name: _____

(If different from registered name) PAN / VAT: _____

Company Registration Number: _____ License Number _____

Registered Address: _____ Tel. No.: _____ Business _____
Address: _____ E-mail: _____

Contact Information (Primary Contact)

Name: _____ Designation: _____ Mobile _____

Email: _____

Secondary Contact

Name: _____ Designation: _____ Mobile _____

Email: _____

Institution's Settlement Account Details

Bank Name: _____ Account No : _____ Account Name _____

Sub-Member Category

- ☐ Bank ☐ PSP / PSO ☐ Broker ☐ Capital ☐ Insurance ☐ Remittance ☐ Cooperative/Microfinance ☐ ISP ☐ E-commerce ☐ Travel ☐ Hotel ☐ Education
☐ Hospital ☐ Tech ☐ Others (please specify): _____

Required Product

- ☐ Aggregated Payment Gateway ☐ One Link ☐ Pay Now Button ☐ Fund Transfer

Estimated Monthly Transaction: Total Transaction Number: _____ Transaction Amount: _____

_____ **Copy of documents to be enclosed in support.**

S.N.:	Documents	Attached	Not required
1	Copy of certificate incorporation	<input type="checkbox"/>	<input type="checkbox"/>
2	Copy of Operating license	<input type="checkbox"/>	<input type="checkbox"/>
3	Copy of VAT/PAN certificate	<input type="checkbox"/>	<input type="checkbox"/>
4	Copy of Tax clearance certificate	<input type="checkbox"/>	<input type="checkbox"/>
5	Copy of MOA and AOA	<input type="checkbox"/>	<input type="checkbox"/>
6	Copy of Citizenship/National Identity Card of Board member/Proprietor (along with address and contact number)	<input type="checkbox"/>	<input type="checkbox"/>

7	Copy of KYC/AML/CFT Policy	<input type="checkbox"/>	<input type="checkbox"/>
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TERMS AND CONDITIONS:

These Terms and Conditions ("Agreement") are entered into by and between ("Sub-Member") and ("Nepal Payment Solution-NPX") and set forth the terms and conditions under which the NPX agrees to provide payment processing services to the Sub-Member.

1. PAYMENT PROCESSING SERVICES:

NPX agrees to provide payment processing services to the Sub-Member, as mentioned in the required product section of this document.

2. FEES AND CHARGES:

The Sub-Member holds the responsibility for covering all expenses and fees linked to NPX services, encompassing transaction fees, annual fees, chargeback fees, and any other applicable charges. NPX retains the authority to modify its fees and charges at any given time, while ensuring the Sub-Member receives reasonable notice. Failing to settle the charges may lead to a suspension of the service.

** Prior to commencing the service, the membership fees must be paid.*

PARTICULARS	CHARGES (NRs.)	REMARKS
Initial Sub-Membership Fee	Rs. 5,000	One Time
Annual Membership (From 2 nd year)	Rs. 2,000	Waived*

Transaction Fees for Aggregated Payment Gateway, One Link and Pay Now Button:

PAYMENT CHANNELS	SLAB	FEE
M-BANKING / E-BANKING	Rs. 10 – Rs. 3,000	0.5%
	Rs. 3,000 – Rs. Transaction Limit	Rs. 10
WALLETS	Rs. 10 – Transaction Limit	Rs. 10
DOMESTIC CARDS	Rs. 10 – Transaction Limit	2.5%
INTERNATIONAL CARDS	Rs. 10 – Transaction Limit	3.5%

Transaction Fees for NPX Fund Transfer:

PAYMENT INSTRUMENT	SLAB	FEE
NPX Fund Transfer	Rs. 10 – Transaction Limit (20 Lakh Real Time)	Rs. 8

Note:

- All Transaction fees are exclusive of Applicable Taxes.
- Any amount crossing the regulatory threshold has to be accompanied by additional documents in a format requested by the PSO and will be in a pending state for manual vetting and approval.

3. SUB-MEMBER OBLIGATIONS

Sub-Member entering the agreement must fulfill the following obligations to carry out the service:

- a. The Sub-Member shall be responsible for ensuring that all transactions processed through the NPX are legal and valid and comply with all applicable laws and regulations. The Sub-Member shall also be responsible for providing accurate and complete information to the NPX, and for ensuring that all products and services sold through the NPX are delivered in a timely and satisfactory manner.
- b. Sub-Member confirms that all legal, regulatory, KYC/AML/CFT and other related details are intact, and they are fit to accept/originate the intended transactions.
- c. Sub-Member declares that it is legally capable of entering into this agreement and is licensed/registered to provide financial services to its customers pursuant to regulations of Sub-Member’s concerned Authorized Regulatory Body.

- d. Sub-Member shall be liable to enforce all the operational guidelines, manuals, and policies as provided by NPX and shall remain fully responsible towards its customers unless transaction errors are caused by the system developed by NPX.
- e. Sub-Member shall be liable for ensuring the fulfillment of all legal and regulatory provisions applicable for performing financial transactions using the services provided by NPX.
- f. Sub-Member hereby agrees to enroll in services provided by NPX and authorizes NPX to debit their above-mentioned settlement account to perform various transactions when required.
- g. Every transaction being routed through the NPX network shall be credited in the NPX settlement account provided and NPX shall handle the transaction triggering and settlement of the same.
- h. Sub-Member are aware that the copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works in relation to the underlying payment systems remain the exclusive property of NPX.
- i. Sub-Member undertakes the obligation to inform NPX of any occurrence that is likely to have a significant impact on its ability to perform the services under this agreement.
- j. The Sub-Member agrees to provide their settlement account details for debit/credit purposes using the NPX Platform. Additionally, the Sub-Member acknowledges and grants NPX the right to accept the provided settlement bank, or alternatively, choose a new settlement bank, or introduce any new settlement bank in the future, if deemed necessary. In the event of such a change, the Sub-Member agrees to comply with the requirement to maintain their settlement account with the newly introduced bank and provide the necessary details accordingly.
- k. Sub-Member provides the NPX authority to withhold or suspend the Service if any actions are discovered to be in violation of the guidelines, or if there are suspicions of fraudulent activities or non-compliance with regulatory requirements.

4. INDEMNIFICATION:

Sub-Member shall indemnify and hold harmless, the NPX, their Board, agents, staff and associates, against any and all actions, suits, claims, proceedings, costs damages and expenses or any loss of any kind whatsoever in case of any misappropriation, negligence, omission, deficiency of services, non-observance and non-performance of the terms and conditions of this Agreement or fraud on the part of the Sub-Members or its staff or agents who are handling these instruments. Furthermore, the Sub-Member agrees to reimburse the NPX for any harm sustained by the NPX as a result of a failure in the Sub Member's system."

5. PRIVACY AND SECURITY:

NPX shall take reasonable measures to ensure the privacy and security of all information provided by the Sub-Member, including customer payment information. The Sub-Member shall also take reasonable measures to ensure the privacy and security of all customer information. NPX reserves the right to retain the data and information provided by the Sub-Member when utilizing the services, while maintaining the necessary privacy and security measures.

6. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the applicable laws of Nepal. Any dispute arising out of or relating to this Agreement shall be resolved amicably between both the parties, and no third parties shall be involved. In case of failure to settle the dispute amicably between the parties, such dispute may be settled through the process of Arbitration in the manner as prescribed in the Arbitration Act, Nepal 1998 (2055) or as per the process of normal court proceedings as per the laws of the country (Nepal).

7. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Sub-Member and the Payment Processing Service of NPX, and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

8. CONFIDENTIALITY:

Sub-Member, its employees, and staff shall maintain strict confidentiality in respect of any information relating to this arrangement, which may be known to them or, which they may come across in course of providing the services under this contract or otherwise and that such confidentiality shall be maintained even after the expiry or termination of this contract. In case of failing to maintain confidentiality in respect of information relating to the e-services via either party and if such incur any losses to either party then the other party shall be liable for such compensation.

9. SERVICE DURATION:

This Agreement will be effective from the date it is signed until either both parties agree to terminate it, or one party provides a written notice of termination at least 30 days in advance. In the event of termination, the Sub-Member will still be responsible for settling any fees and charges accrued before the termination. NPX reserves the right to suspend services in case of fraudulent activity or suspicious behavior on the part of the sub-member. Additionally, NPX may suspend services if the sub-member fails to comply with applicable AML/CFT laws and regulations (if any).

Institution Location:

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* A separate sheet of location map/ guide can also be submitted, as convenient to the Corporate Vendor.

We affirm that the information provided above is accurate, complete, and truthful to the best of our knowledge and belief. We grant NPX permission to conduct any necessary inquiries regarding the information provided. Both our firm/company/organization and the authorized representatives signing this document acknowledge that we will be jointly and severally liable for any legal consequences that may arise if the information provided is found to be falsified or misrepresented. By submitting this enrollment form, the Sub-Member agrees to the terms and conditions outlined in this Agreement and verifies the accuracy and completeness of all the information provided.

Authorized Signature & Stamp

Name: _____

Designation: _____

For NPX Use Only:

Sub-Member Code: _____ Signature & Official Seal

Date:

____/____/____

Approved By:

Designation:

Note: For any queries contact NPX; ask@nepalpayment.com For Support: support@nepalpayment.com | Phone no: 01-4430980 | Toll-Free: 1660-01-30666