

Merchant Agreement Between

SPEMAI(PVT)LTD

AND

(Company name or person's name if its an individual business).



This Agreement is made and entered into at in the Democratic Socialist Republic of Sri Lanka on this (date) day of (month) Two Thousand and Twenty one (2021) (the effective date)

By and between

Spemai (Pvt)Ltd a Company duly registered under the Companies Act No.07 of 2007 under the registration number PV00206829 and having its registered office at First Floor No.410/22, Galle Road, Colombo 03 in the said Republic of Sri Lanka (herein after referred to as “the Company”) and which term shall mean include the said Spemai (Pvt)Ltd successors and permitted assigns.

And

(Company name or person’s name if its an individual business) duly registered under the Companies Act No.07 of 2007 under the registration number and having its registered office at (Address) in the Republic of Sri Lanka (herein after referred to as “the Merchant”) and which term shall mean include the said, its successor and permitted assigns.

Herein after sometimes, the Company and the Merchant together shall be referred to as “the Parties” and individual as “the Party”.

AND WHEREAS the Company is having an agreement with the Cargils Bank Limited and Nations Trust Bank PLC to act as aggregators in which may provide the technology platform for Merchant and their customers to conduct transactions using Visa/ Master/ Amex/ Diners Club/ Discovery/ UnionPay and Lanka QR etc. which may specify in the agreement.

AND WHEREAS Onepay will be the payment facilitator which allows customers to execute transactions using any of the payment options they have registered for. Including but not limited to debit card, credit card, mobile payment aggregators, mobile payment wallets, mobile money, current account, savings account, and any other payment methods made available from time to time. And JustPay Merchants to accept such payments made by the customers via JustPay.

Hereinafter sometimes the words “Customer” and the “Cardholder” refer the same person.

NOW, THEREFORE, in considerate on the foregoing, and the mutual agreements and covenants set for therein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties here to agree as follows:

DEFINITIONS

In this Agreement unless expressly stated otherwise:

“Platform” means the software application under the trade and domain name, “Onepay.lk”

built and operated Sri Lanka which is owned,

"Payment methods"- Cards (Visa, Master, Amex, Diners Club, Discovery, UnionPay) LankaQR, Justpay, Coupons, Points, Vouchers, Offline payment

"Cards" - Credit or Debit card which is belong to Visa/Master/Amex/Diners Club/ Discover/UnionPay

"LankaQR" - is a national QR scheme which is facilitating by CBSL and LankaQR payment channel.

"Offline payment" - Cash on Delivery, Pay & Go deposit, Cargills food city payment

"Confidential Information" - end user information

"Effective Date" the date of this agreement;

"End User" consumer who are getting a particular service from you

1. APPOINTMENT AND SCOPE OF AGREEMENT

1.1 SCOPE OF THE AGREEMENT

The purpose of this Agreement is to record the terms and conditions and the rights and obligations of the Parties hereto (hereinafter referred to as the "Parties" and individually as a "Party") in respect of the Onepay service. Onepay Service (hereinafter referred to as the "Service") shall provide a payment facility which enables customers of the Merchant to execute transactions using any payment method provided by Onepay.

2. WARRANTIES AND REPRESENTATIONS

2.1 Both Parties hereby warrant and represent for the benefit of each other that on the date of this Agreement and throughout the term hereof:

2.1.1 That each Party shall ensure to hold any requisite licenses, permits and/or ownership documents where necessary for carrying out its obligations hereunder or for executing this Agreement;

2.1.2 That all information, and the deliverables enumerated herein do not and shall not:

- a) Infringe any third-party intellectual property rights; or
- b) Be illegal; or
- c) Infringe confidentiality obligations owed to any third party; or
- d) Contain false/incorrect or misleading statements.

2.1.3 That employees of both Parties are suitably qualified and competent to undertake the responsibilities enumerated herein in accordance with the terms of this Agreement;

2.2 Neither Onepay nor any of its suppliers makes any representations or warranties, express or implied, including but not limited to the Merchant ability with respect to any equipment (including authorization terminals, data capture terminals, mobile devices or printers, if any). However, Onepay warrants to the Merchant that the Services shall be fit for the intended purpose of usage of Services.

2.3 Onepay agrees that the Merchant does not have any contractual relationship with the Acquirer Bank from whom Onepay has obtained the internet payment gateway for provision of Services (hereinafter referred to as the "Acquirer

Bank”), thereby warranting to the Merchant that the obligations of the Acquirer Bank connected to its provision of the agreed services shall be fully enforced by Onepay for the benefit of the Merchant.

3. CHARGES / PAYMENT PROCESS

3.1 The Merchant shall pay a commission per transaction to Onepay. The agreed commission rates are specified in the Annexure 2.

3.2 The commission rate shall be retained fully by the Acquirer Bank and the due amount to the Merchant shall be transferred to the Merchant’s bank account stipulated herein, or any other bank account to be agreed by the Parties.

3.3 The Merchant shall additionally pay the payment facilitation fee which include;

- LankaClear / Slips (Other bank daily bulk transfers) fee;
- Tokenization (Applicable for recurring Payments) fee; as specified in the Annexure 2

3.4 Payment terms may be amended by Onepay with prior notice due to changes in government taxes, regulatory requirements, banking charges imposed on Onepay, or any other reason affecting Services or operations hereunder. Any such changes shall be notified by Onepay to the Merchant and shall be deemed to be effective upon such notification.

4. TRANSACTIONS

Credit/debit card transactions shall be settled within three (03) working days from the transaction date and LankaQR shall be settled next date if the merchant bank account is not with the acquiring bank, and credit/debit card transactions shall be settled within three (03) working days from the transaction date.

Unless otherwise agreed with the Customer in writing, the Merchant shall only deliver the goods and/ services to the Customers after the Merchant has verified the receipt of the applicable payment from the Customer through system provided by Onepay.

4.1 Settlement schedule would be as follows: –

- a) A monthly as well as a daily report shall be generated by Onepay to the Merchant portal to monitor its transactions.
- b) Settlement of daily transactions shall occur on real time basis via LankaClear Slips. An additional fee (as shown in Annexure 2) shall be charged by Acquiring Bank if the Merchant account is not with the Acquirer Bank.

5. RETURNED ITEMS/CHARGEBACKS

5.1 A returned item or chargebacks shall take place only if:

- a) A customer of the Merchant disputes any transaction or payment for any transaction (irrespective of the nature or manner of such disputes), and moreover in such situation, it shall be reported to the issuing bank of the respective card and the Merchant shall be informed formally by the Acquiring Bank followed by an investigation regarding the authenticity of the dispute/claim by the customer.
- b) There has been a breach by the Merchant of any term of this Agreement;

c) Any other event or circumstance, which Onepay shall have previously notified to the Merchant in writing for the purpose of this Clause 5, has occurred in relation to a transaction;

d) If the payment is 3Ds secure and the product is already delivered without fail, the customer cannot charge back as a fraudulent transaction.

A transaction shall be charged back to Onepay for any reason by the issuing finance institution according to the prevailing operating rules and regulations of the Central Bank of Sri Lanka. At Onepay's request the Merchant shall, repurchase such transaction(s) at the amount of such transaction(s), which may be deducted from any payment due to the Merchant or may be charged against any of the Merchant's account(s). In such situations the Merchant shall be notified and an investigation shall take place accordingly. A customer may request a chargeback within forty five (45) working days from the date of transaction.

However, Onepay shall not be responsible for any disputes regarding chargebacks arising between the Merchant and customers after fourteen working days(14) from the date of transaction. If any such amount is not collectable through withholding from any payments due hereunder or through charging to the Merchant's account(s), the Merchant shall, (upon request by Onepay), pay the full amount of the chargeback. The commissions stipulated in Clause 3 relating to the original transaction to be charged back shall NOT be returned to the Merchant.

5.2 Reversals

a) The Merchant shall be able to reverse a previously settled amount to the customer's account, where the transaction had occurred within the last fourteen days (14) and the customer's account is still active (if a current or savings account). The Merchant shall have the facility to initialize the reversal process during the said period of time.

b) The refund process shall be completed within seven (07) business days from the initiation date subject to reversal from service provider/merchant.

c) The Merchant shall be able to initiate a reversal of the full amount of any transaction that has not yet been posted for settlement which is regarded as void.

d) For reversals of transaction Onepay shall forward the reversal to the external payment gateway provider or service provider for the reversal of the transaction. For reversal via bank accounts, Onepay shall direct the reversal to the respective bank account of the customer.

5.3 Resolution of Transaction Disputes/reversals

For any transaction disputes, other than network connectivity (transaction disputes and reversals etc.), the customer shall contact the Merchant, and the Merchant shall NOT refer to contact of the Acquiring Bank.

6. OBLIGATIONS OF THE MERCHANT/COMPANY

6.1 The Merchant shall:

a) Promptly honor any payment request for a transaction by a customer via the Service;

b) Not use the Services for any unlawful or unauthorized purpose;

6.2 Onepay shall provide required training to a trainer who shall be responsible to train and educate the staff of the Merchant.

6.3 The Merchant shall be responsible for ensuring the security of the access credentials provided to the Merchant to access the Services. If anyone accesses the Services using the access credentials provided to the Merchant, with or without his/its authorization, for all intent and purposes such access shall be considered an authorized access and the merchant shall be fully responsible for same. Any financial liability occurring to the Merchant due to such access shall be borne by the Merchant.

6.4 Obtaining and maintaining online connectivity for the merchant to connect with Onepay shall be the responsibility of the Merchant, at the cost of the Merchant.

6.5 The Merchant shall ensure that it maintains online connectivity of adequate bandwidth and capacity enabling Transactions to be successfully carried out at all times.

6.6 While Onepay shall endeavor to avoid any downtime of Services, other than for purposes of scheduled maintenance of Onepay system – in which case the Merchant shall be given prior notice of same by Onepay via e-mail to an e-mail address specified by the Merchant, Onepay shall not be liable in any manner whatsoever to the Merchant for any downtime of Onepay system due to technical issues, or for failed transactions. The Merchant warrants that the aforementioned e-mail address shall be functional at all times, and Onepay shall not be liable whatsoever for non-receipt by the Merchant of any e-mail that is generated by Onepay.

6.7 The Merchant shall:

- i) Promptly honor any payment request by a User for a transaction via Onepay;
- ii) Offer goods and services to customers on terms not less favorable than those relating to customers/purchasers paying the Merchant using other payment methods including cash payments;
- iii) Not require a minimum value for transactions, or make any indication to this effect, verbally, via any signage, or otherwise;
- iv) Not charge or levy any additional amount from a customer than the price/charge charged from any other customer of the Merchant;
- v) Not commit any act or omission in relation to Onepay, which may result in a claim or action against Onepay Service and/or cause any damage to the reputation, brand or image of the Services of Onepay;
- vi) keep all Customer information confidential and shall not use such information for any other purpose except for the purpose of full filling its obligations under this Agreement, and shall not disclose any such information to any other party. Further, the Merchant shall not use such customer information for marketing, promoting, selling any other goods or services to the customer or to send advertisements to the customer;
- vii) Agree that all documents and instructions/directions issued by Onepay from time to time shall form part and parcel of this Agreement, and that it shall be bound by same;
- viii) Maintain reports with the full details of the transactions concluded through Onepay by the Merchant. In the event of any dispute relating to the commission, the Parties shall endeavor to resolve all such disputes amicably, failing

which however the decision of Onepay with regard to such dispute based on the detailed transaction logs maintained by Onepay shall be final;

ix) Allow Onepay to visit and examine the books of accounts and any other records

connected with the Services and/or Onepay transactions at reasonable hours with prior notice. Further, the Merchant shall provide any documents or information Onepay reasonably requires hereunder;

x) Not disclose any details pertaining to the commissions hereunder with any other Onepay merchant, prospective Onepay merchant or any other party;

xi) Not develop or implement any payment application, or act as a payment system aggregator in any other manner until expiry of six (06) months from termination of this Agreement. This restriction shall apply to any of the Merchant's subsidiaries, affiliates and holding company, shareholder and directors;

6.8 The Merchant's Website or Wallet shall comply with the requirements from time to time reasonably imposed by the Acquiring Bank. The current requirements shall be as follows.

a) Corporate information, trading name most recognizable to the cardholder, postal address, email address, telephone number(s) and country of domicile of your business.

b) Complete description of goods/services offered, if selling electrical goods, the voltage requirements must be stated, which does vary around the world.

c) Return/refund/cancellation policies, if there is limited refund or "no refund" policy, this must be very clearly communicated to customers before the purchase decision is made.

d) All customer service contact information, e.g., e-mail address, telephone numbers (including country code, toll-free and non-toll-free numbers, facsimile numbers, etc.), and have the resource available to address customers queries with due diligence.

e) Transaction currency, including the country name of currency unit if the currency unit designation is not unique, e.g. a Dollar could be an Australian Dollar, a New Zealand Dollar, a HK Dollar etc.

f) Country to which goods are shipped and any import/export regulations and custom duties related to shipment to those countries.

g) Policy regarding delivery of goods, and inclusive of any restrictions or other special condition in place.

i) Data privacy policy must be clearly stated including what type of information is collected, the purpose of collecting the data, when the information is being collected, how card holder information will be used, to what extent it will be shared in any way with a third party and if and how a consumer can restrict the use of his/her personal information.

h) If you provide recurring goods or services e.g. subscriptions, membership fees etc, and charge a cardholder's account periodically, you must obtain a written permission in the format such as hard copy or electronic record from the cardholder for the good or services to be charged to the cardholder's account. The written permission must at least specify transaction amount, frequency of recurring charges and duration of time for which the cardholder's permission is granted. You must retain the written permission for the duration of the recurring services. A simple and

easily accessible online cancellation procedure must be in place if the cardholder's request for goods or services was initially accepted online.

i) Information about method of transaction security you use to secure cardholder account data during the ordering and payment process must be provided to the consumer. It should include what level and type of security is being used (e.g. Secure Socket Layer (SSL) with 40-/56-/128-bit crypt ion keys), why it is being used in general, what steps are taken to ensure data quality and access, how it is being held and where, what the consumer will benefit from it, what pages will be secured etc. This information needs to be clear and easy to understand.

j) Country of domicile of your business location must be clearly disclosed to the card holder immediately prior to completion of payment instructions.

6.9 The Company Shall:

a) Ensure to provide a service to the Merchant within the scope of this Agreement, enabling the Merchant to provide an uninterrupted service to its customers.

b) Do the coordination between the Merchant and the Cargills Bank/Nations Trust Bank as and when necessary.

c) Notify the Merchant about the laws, by laws, regulation, guidelines, and directions that has been imposed by the Central Bank of Sri Lanka and whatsoever relevant information in relating to Justpay and other payment options available time to time.

d) Reserve the right to issue instructions on the payment services from time to time with prior written notice to the Merchant.

e) Ensure, the best of its ability that the Merchant will not use the Justpay and other payment services for any unlawful or illegal transaction or activity and shall always comply with all applicable laws and any regulations, guidelines and directions issued by the Central Bank

f) Consider all the information of the customers are confidential by the Company and maintain the mina secured manner and protect from unauthorized viewing or modification during transmission and storage.

g) Not breach any of its obligations under this Agreement.

7. LIMITATION OF LIABILITY

7.1 Onepay shall not be liable for any loss or damages, whether direct, incidental, special, or consequential, (including but not limited to loss of income or profits), whether or not Onepay had knowledge or constructive knowledge that such damages might be incurred, unless such damage was caused by Onepay's own willful misconduct or gross negligence. Notwithstanding anything to the contrary Onepay's liability under this Agreement shall not exceed the value of transactions successfully completed through Onepay for the month proceeding the month in which the loss or damage occurred.

7.2 Neither Party shall be liable for loss, damage, or delay caused by events which such Party cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, delays in information flows,

acts of public enemies, war, strikes, civil commotions, or acts or omissions of the government and/or public authorities with actual or apparent authority, government regulations or epidemic/pandemic situations or any other reason beyond the reasonable control of the relevant Party.

8. INDEMNITY

8.1 Subject to Clause 7, each Party shall indemnify and keep the other Party fully indemnified from and against all actions, claims, demands, cost, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by that other Party resulting (directly or indirectly) from any breach or non-performance of conditions contained in this Agreement by the first Party or arising directly or indirectly out of any negligent act or omission, willful default or breach of statutory duty on the part of the first Party, including breach of the other Party's and third party intellectual property rights. For the avoidance of doubt, the limitation of liability under Clause 7 shall not apply to liability arising from breach of intellectual property rights.

9. TERM AND TERMINATION/SUSPENSION

9.1 This Agreement shall be valid for a period of Three (03) Years from the effective date set out herein and shall thereafter be automatically renewed for successive periods of three (03) years unless either Party in writing informs the other Party not less than ninety (90) days prior to the expiration of such ongoing term that the Party giving notice has no intention to renew this Agreement.

9.2 Either Party may terminate or suspend this Agreement if the other Party breaches any of the terms herein contained and the same is not cured within forty five (45) days of notice of the said breach by the non-defaulting Party to the defaulting Party, unless such time period allowed for curing of the breach is further extended by mutual agreement.

9.3 Either Party may terminate this Agreement with Thirty (30) Days written notice to the other Party, without assigning any reason therefore.

9.4 Either Party may immediately terminate or suspend this Agreement immediately in the event of any violation of law or regulation by the other Party relating to financial transactions or payment systems or any other law or regulation relating to this Agreement or the operation hereunder.

9.5 Onepay shall be entitled to terminate this Agreement or suspend Services immediately in the event the Merchant or its employees carry out any unlawful or immoral business including but not limited to sales and/or distribution of child pornography, prostitution and internet adult digital content and human trafficking and exploitation or resorts to any unethical practices relating to its sales or otherwise, or Onepay has reasons to believe the Merchant or its employees may commit or have committed any of the aforementioned acts.

9.6 Onepay shall be entitled to terminate this Agreement or suspend Services immediately in the event the Merchant declines to agree to any chargeback to any customer or a reversal of a transaction where such customer makes a justified request for same.

9.7 Effects of Termination / Suspension

Upon the termination or suspension of this Agreement for any reason:

- a) Such termination or suspension shall not affect any provision of this Agreement which is expressed to survive or operate in the event of termination of this Agreement and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement occurring prior to termination or in respect of any money payable by either Party to the other or in respect of any other rights accrued in each case in respect of any period prior to termination. In the event of the termination of this agreement resulting from a breach by Onepay, the Merchant shall not be required to make any payments accrued or due in future.;
- b) Such termination or suspension shall not prejudice the benefits provided to customers by either Party and both Parties undertake to full fill their respective obligations under this Agreement towards any customer serviced prior to any termination/suspension;
- c) Each Party shall with immediate effect or within a period as notified by the other Party or otherwise in accordance with the directions of such other Party return to the first Party all property of the other Party in its possession or under its control including but without limitation all samples and any advertising, promotional or sales material relating to the other Party, applications, equipment then in the possession or under the control of the relevant Party;
- d) The Merchant shall no longer hold himself/itself out as an entity authorized by Onepay to transact via Onepay and shall cease to promote, market, advertise or operate Onepay or the Services;
- e) All rights granted by Onepay to the Merchant to use the intellectual property pursuant to this Agreement shall automatically cease;
- f) Any costs incurred by Onepay in complying with the provisions of this Agreement specifically at the request of the Merchant shall be for the account of the Merchant;
- g) The Merchant shall have no claim against Onepay for indemnification or compensation, whether for loss of income, loss of goodwill or otherwise, direct or indirect, upon the termination/suspension of this Agreement for any reason, unless such breach is by the Onepay ;
- h) The Parties shall settle all dues to each other within a period of sixty (45) days from the date of termination, completion, or suspension of the Agreement.

10. FORCE MAJEURE

10.1 Neither Party hereto shall be deemed to be in default of any provisions hereof for any delay, failure in performance or interruption of services resulting directly or indirectly from an act of God or military or governmental authority, acts of public enemy, civil disturbance, acts of war – whether declared or not, accident, re, explosion, earthquake, flood or any other natural disaster, Government regulation, any epidemic/pandemic situation or any other event beyond the reasonable control of any Party (hereinafter referred to as “Force Majeure Events”), provided the Party facing such Force Majeure Event shall within Forty Eight (48) hours issue a notice in writing to the other Party (a “Force Majeure Notice”) detailing the occurrence of such Force Majeure Event and its anticipated effect upon the performance of the Agreement. As appropriate the Force Majeure Notice shall also state any extension of time that is required by such Party and the details of any alternative method sought by such Party to fulfill its contractual obligations under the Agreement and additional cost, if any, involved in such alternate method. The foregoing is subject to the Business Continuity Plan of Onepay.

10.2 The Party receiving the Force Majeure Notice may, at its sole discretion agree with such extension of time, alternate method or agree to additional cost sought by the Party sending such Notice. If such agreement is reached by the Parties it shall amount to a modification or amendment to the Agreement.

10.3 If the Force Majeure Event shall prevail for more than Thirty (30) Days, the Party receiving such Force Majeure Notice may immediately after the said Thirty (30) Days period, terminate this Agreement by giving the other Party notice in writing, notwithstanding any agreement reached by the Parties under Clause 10.2 above. Neither Party shall be liable to pay the other any damages upon such termination

11. ASSIGNMENT

11.1 Neither Party shall assign all or any part of this Agreement to any other party without prior written approval of the other Party, except that Onepay may assign this Agreement with notice to the Merchant, to any entity within the Onepay group of companies – whether in existence at the time of execution of this Agreement or in the future.

12. WAIVER

12.1 No delay, neglect or forbearance on the part of either Party in enforcing against the other Party any term or condition of this Agreement and no grant of any extension of time by either Party (whether with or without consideration thereof) shall be deemed to be a waiver of or in any way prejudice any right of either Party under the Agreement against the other Party. No waiver of any term or condition hereof by either Party shall be deemed a waiver of any other term or condition or a subsequent waiver of the same condition.

13. SEVERABILITY

13.1 In the event any provisions of this Agreement including those relating to any limitation of liability or limitation on warranties are held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect only as far as the intended purpose of this Agreement is served.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the complete agreement between the Parties hereto and supersedes all prior or contemporaneous agreements or representations written or oral concerning the subject matter of this Agreement. No other act, document, usage, or custom shall be deemed to amend or modify this Agreement. Any amendment made hereto shall be valid only if made in writing and signed by the Parties hereto or any such amendment is made by Onepay and notified in writing to the Merchant, or such amendment is posted on Onepay's website.

15. APPLICABLE LAW

15.1 This Agreement shall be governed and construed in accordance with the laws of Sri Lanka and the Courts of Colombo shall have the exclusive jurisdiction to resolve any issue.

15.2 Amendments to this agreement,

The Company shall reserve the right to amend this Agreement from time to time according to the directives, guidelines and regulations that may be issued by the legal and regulatory authorities including Central Bank of Sri Lanka. Such amendments shall become effective from the date of notice of the same to the Merchant.

15.3 Additional Documents

- a) The Company shall issue the following documents from time to time under this Agreement;
- b) Additional Terms and Conditions;
- c) The Company's Commission Structure;
- d) Merchant category and Transaction Limits;
- e) The other instructions and guidelines that may be issued by Cargills Bank, Nations Trust Bank, the Central Bank of Sri Lanka and /or any other regulatory and government authority from time to time.

16. SETTLEMENT OF DISPUTES

16.1 Any interpretation, dispute or difference whatsoever arising between the Parties relating to this Agreement or any provision thereof, shall be resolved by a competent court of law with competent jurisdiction.

17. NOTICE

17.1 Unless specified otherwise, any notice to be given by one Party to the other Party shall be given by electronic mail, courier, or pre-paid registered post.

17.2 Notice shall be deemed to have been duly served upon and when received by the intended recipient,

- (a) If sent by electronic mail, when the read receipt confirmation is received from the recipient;
- (b) If sent by pre-paid registered post, three (03) working days following the dispatch of the prepaid letter;
- (c) If sent by courier, one (01) working day following the dispatch of the letter. Any change of e-mail of either Party shall not be a reason to deem such Party as not receiving an email hereunder, unless due notice has been given by that Party to the other Party of a new email.

17.3 Any notice or other communication to be given under this Agreement shall be in writing and shall be considered sufficiently served if it is sent as follows:

To Onepay:

Name: Onepay (Pvt) Ltd

Email: Info@onepay.com

Address: No. 410/22, Galle Road, Colombo 03, Sri Lanka.

To Merchant:

Name:

E-mail:

Address:

18. CONFIDENTIALITY

18.1 The Parties shall keep confidential all information including but not limited to all customer information, account details, customer payment mode details, technical information, documentation, software, drawings, developments or improvements or processes, design, know-how and other unpublished information transmitted or made available directly or indirectly to them by the other Party regarding the subject matter hereof ('Confidential Information'). This Agreement is confidential.

18.2 No disclosure of any such Confidential Information shall be made to third parties without the written consent of the other Party unless such information has already been published or has been in the possession of one Party other than through the other Party or a person deriving such information, directly or indirectly from such other Party or unless such disclosure is a requirement imposed by a government agency or is otherwise required to be disclosed by operation of law.

18.3 The obligation imposed on each Party under this Clause 18 shall apply during the term of this Agreement and shall survive three years from the expiration or sooner termination hereof.

18.4 Both Parties agree to use such Confidential Information only for matters described in this Agreement.

18.5 Each Party shall obtain express written undertakings from any person to whom Confidential Information of the other Party is disclosed as stipulated in this Clause on a strictly need to know basis, that such persons shall preserve/maintain confidentiality of the information notwithstanding termination or expiration of the term of employment, consultancy, advisory services or any other relationship with the Merchant pursuant to which same was received.

19. PUBLICITY

19.1 The Merchant may advertise, promote, or publicize any matter related to Onepay as of this Agreement only with the prior approval of Onepay.

20. INTELLECTUAL PROPERTY

20.1 During the term of this Agreement, Onepay hereby grants to the Merchant, a revocable, non-transferable, non-exclusive license to use the trademarks and logos of Onepay for the sole purpose of marketing Onepay in terms of this Agreement.

20.2 The Parties shall use the said trademarks and logos of the other Party only in the exact form and style and type approved by such other Party and the usage shall be approved separately on each time a usage is intended.

20.3 Either Party shall indemnify the other Party against any claims for the infringement of any third Party intellectual property rights arising from the use of any of the other Party's trademarks or logos as stipulated herein.

20.4 Nothing in this Agreement shall give either Party any rights, title and interest in respect of any trade names, trademarks, service marks, logos or any other intellectual property right of or used by the other Party ("Marks") or of the goodwill associated therewith, and each Party hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such right, title, interest and goodwill are, and shall remain, vested in the other Party at all times. The use of the Intellectual Property rights by one Party shall not in any way whatsoever dilute any rights, interest and title of the other Party.

20.5 Either Party shall not use in Sri Lanka any trademarks, service marks, logos or trade names so resembling the Marks of the other Party as to be likely to cause confusion or deception.

21. RELATIONSHIP OF PARTIES

21.1 Nothing in this Agreement shall be taken to create any joint venture, partnership, employment, agency or any other arrangement between the Parties other than that of independent contractors. Neither Party shall be or may hold himself/itself out to any third party as being the agent of the other.

22. WARRANTY OF AUTHORITY

22.1 The Parties hereto represent and warrant to each other that their authorized signatories are entitled to sign on their behalf and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them. The Parties hereby warrant that they have full capacity in law and otherwise to enter into this Agreement and to carry out obligations/services hereunder, and that there is nothing legally or otherwise prohibiting them from doing so

23. HEADINGS

23.1 Headings used in this Agreement are for reference only and shall not affect the interpretation of this Agreement in any way.

24. COST AND TAXES

24.1. No other costs, payments and expenses shall be borne by Onepay unless specifically mentioned in this Agreement or mutually agreed in writing in advance.

25.2 All tax liabilities and obligations of each Party including any Withholding Tax arising in connection with the Services shall be the responsibility of the respective Party and neither Party shall be held responsible for tax liabilities arising due to any act or omission or fault by the other Party.

26. AUTHORIZATION

26.1 The company shall;

a) Obtain all necessary approvals from the relevant authorities/regulatory bodies to carry out transactions in terms of this Agreement.

b) Obtain Authorization and an Authorization Code from the respective Bank in respect of transactions on behalf of the Merchant.

c) Ensure that the authorization is obtained by the Company on behalf of the Merchants under the relevant merchant industry category, which categorization is agreed between the Company Bank and the Merchant prior to the execution of these presence and such categorization is more fully set out in Annexure 3.

d) Ensure that the Merchant only deliver the goods to the Cardholder after obtaining Authorization and an Authorization Code.

27. EVIDENCE AND TRANSACTION RECORDS

27.1 The Merchant will maintain evidence for each and every transaction as records and provide them promptly at the request of the Company (and whether or not the same is disputed by the Cardholder). The Merchant shall ensure to produce the evidence to the Company at the satisfactory level as to why the Cardholder's Card account should be debited with any transaction amount and (but without prejudice to the foregoing) will retain all documents and records relating to each transaction (including without limitation a copy of the record referred to in Clause 27.3) for a period of not less than one year thereafter and produce the same to the Company on request. Such documents and records shall contain the following information for each transaction (to the extent that such information is obtained by the Merchant in connection with the Transaction):

- a) Transaction date
- b) Transaction amount
- c) Transaction currency
- d) Authorization code
- e) The Cardholder's name
- f) The Cardholder's URL (Uniform Resource Locator) or on-line address
- g) Description of goods supplied

27.2 The Merchant shall provide such reasonable assistance for the prevention and detection of fraud in respect of any transaction as the Company may from time to time request.

27.3 In respect of any transaction, the Merchant shall provide to the Card holder a record of the transaction (by electronic means, surface mail or other methods acceptable to the Company) and such record shall include the below as applicable:

- a) The Merchants' URL or on-line address;
- b) A list of any restrictions on returns or refunds;
- c) A description of goods supplied;
- d) The name of the Merchant and, if the supplier of goods is not the Merchant, the name of the supplier;
- e) The transaction amount and currency;
- f) The Authorization Code and the date of obtaining the same;
- g) The Merchants' delivery policy and any related restrictions;

Provided that, if such record is sent by electronic means, it must not contain Card and/or account data.

28. PROHIBITED INDUSTRY

In addition to any illegal business according to the laws and regulations governing the Merchant, the following are designated as prohibited business;

- a) Grabbling (including casino chips, gambling services, internet casino site and bingo)
- b) Prostitution and internet adult digital contents.

Accordingly, the Merchant shall not engage in any prohibited industries.

29. CHANGE IN PARTICULARS OF THE MERCHANT

The Merchant shall inform the Company in writing of the occurrence of the following events Thirty (30) days prior to its effective date.

- a) Any closure of or change in location of the Merchant's office or the shop.
- b) Cessation of business.
- c) Any change in the nature of the business carries out by the Merchant.
- d) Any material change in the management of the Merchant.
- e) Any change in the Merchant's legal status (such as from a sole proprietorship to a partnership or a limited liability Company or vice versa).
- f) Any change in Merchant's URL or on-line address (where applicable).
- g) Any change in the Directors'/ Partners', Proprietor of the Merchant
- h) Any change in any other material particulars relating to the Merchant already supplied to the Company in connection with this Agreement at any time.

Annexure 1

SERVICE	COMPATIBILITY
Backend dashboard	Optimal browser is google chrome and Firefox
Native IOS and Android (The Merchant APP)	Minimum version of IOS is version 13 and android version is 4.4

* The commission rates shall be decided based on the above packages and the merchant should select preferred package on Onepay IPG portal. The Merchant can change the package on anytime via on Onepay IPG portal

Annexure 2

Please select preferred IPG Plan

Setup fee would be LKR 1,500

Standard	Essential	Elevate	Premier
3.60%	3.25%	2.75%	2.50%
No monthly subscription payment	Monthly LKR 799	Monthly LKR 2,999	Monthly LKR 5,999
Per payment limit - LKR 50,000	Per payment limit - LKR 100,000	Per payment limit - LKR 350,000	Per payment limit - LKR 1500,000
Monthly payment limit - LKR 100,000	Monthly payment limit - LKR 600,000	Monthly payment limit - LKR 2,250,000	Monthly payment limit - Unlimited
Subscription wave off limit - Not Available	Subscription wave off limit - LKR 500,000	Subscription wave off limit - LKR 2000,000	Subscription wave off limit - LKR 3000,000
Payout cycle - 2 days after payments	Payout cycle - 2 days after payments	Payout cycle - 2 days after payments	Payout cycle - 2 days after payments
Payment Methods	Payment Methods	Payment Methods	Payment Methods
Visa/Master 3.6%	Visa/Master 3.25%	Visa/Master 2.75%	Visa/Master 2.5%
Amex/Diners Club/Discovery 3.6%	Amex/Diners Club/Discovery 3.5%	Amex/Diners Club/Discovery 3.5%	Amex/Diners Club/Discovery 3.5%
LankaQR 0.5%	LankaQR 0.5%	LankaQR 0.5%	LankaQR 0.5%
Justpay 3.6%	Justpay 3.25%	Justpay 2.75%	Justpay 2.5%
Others 3.6%	Others 3.25%	Others 2.75%	Others 2.5%

Cross-Border Foreign Currency Fees

Accepting payments in foreign currencies will incur a 1.5% additional fee above the standard Payment Processing Fee of your active plan. Amount will be converted to LKR at bank exchange rate & settled in LKR.

Annexure 3

MERCHANT INDUSTRY CATEGORISATION

Merchant Industry Categorization	Education	Elementary & Secondary Schools, College, Universities, Prof. Schools & Junior colleges, Correspondence Schools, Business and Secretarial Schools, Vocational and Trade Schools, Schools and Educational Services.
	Utility	Electric, Gas, Water, and Sanitary
	Miscellaneous	All other categories not specified above

Bank settlement charges for other banks

SERVICE	CHARGERS
Card settlement charge	LKR 5 per transaction
LankaQR settlement charge	LKR 10 Per transaction
Justpay settlement charge	LKR 10 Per transaction
Offline transaction settlement charge	LKR 10 Per transaction
Other Payment options	LKR 10 Per transaction

Additional Services

SERVICE	CHARGERS
Tokenization (Applicable for recurring payments)	LKR 5 Per card per month
Cross-Border Foreign Currency Fees	Accepting payments in foreign currencies will incur a 1.5% additional fee above the standard Payment Processing Fee of your active plan. Amount will be converted to LKR at bank exchange rate & settled in LKR

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

MERCHANT DECLARATION

I hereby certify that the information provided above is true and fair to the best of my knowledge and I accept the terms and conditions set above.

.....
Merchant signature

.....
Date

.....
The Company's signature

.....
Date

.....
Witness

.....
Witness

