

Payment Gateway Merchant Agreement

This Agreement is made on the date set out below, between:

PAY2M is a product of **TWYLA TECHNOLOGY W.L.L**, a company with commercial registration number 133256, P.O. Box: 30556, Doha – Qatar, represented by NAUMAN GUL, in his capacity as the Chief Executive Officer; (hereinafter referred to as "**TWYLA**", which expression shall where the context so admits mean and include its administrators, successors-in-interest, authorized representatives and permitted assigns) of the First Part.

AND

CENTRAL PROJECTS ENGINEERING SERVICES AND TRADING COMPANY, a Private company having its registration number **22831**, P.O.Box 6150, Doha, Qatar. With the registered location at Ariane Tower, First Floor, Bldg. No. 08, Street No. 980, Zone 13 (hereinafter "Merchant")

This Agreement is made on **10 February 2022**

The terms and conditions of this Agreement set out the terms on which Merchant and TWYLA agree for TWYLA to act as a Payment Gateway and a merchant aggregator in respect as a service provider to Merchant: TWYLA will provide the electronic commerce transaction service to Merchant for the following schemes.

1. Visa Cards;
2. MasterCards,
3. Any agreed payment methods,

As a means of payment for the purchase of goods and services from the Merchant and on which payment Authorisation will be given by the TWYLA

This Agreement is independent to any general merchant and terminal agreement or supplemental agreement Merchant may have entered into with TWYLA and applies exclusively to transaction involving Valid Cards.

Definitions and Interpretation

In this Agreement the following words shall, unless the context otherwise requires, have the following meanings:-

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"QAR": The lawful currency of Qatar from time to time.

"Aggregator": The Aggregator is engaged in the business of providing to various merchants (who sell their Products online), services in relation to facilitating electronic on-line payment by their customers using credit cards and debit cards

"Authorised Person": The employees of Merchant (as applicable) authorised by Merchant to access for the purposes of information, modification, data input or data extraction any software relating to the Payment Gateway for acceptance of Electronic Commerce Transactions. In addition, TWYLA must be notified by the Authorised Person names from time to time before access for any information.

"Authorisation": Means approval by, or on behalf of, the Issuing TWYLA to validate a Transaction for a merchant or another affiliate TWYLA. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested and is not a guarantee that a Transaction is valid.

"Banking Day": Any day (other than a Friday, Saturday or other Public holiday) on which TWYLA is open for business in Qatar.

"Card": Means a valid credit card or a valid debit card or a valid pre-paid card bearing the service mark of VISA or MasterCard.

"Cardholder": The principal cardholder or a supplementary cardholder who has been issued with a Valid Card and whose name is embossed on the Card.

"Card Absent Environment": An environment where a transaction is completed under both of the following conditions:

- Cardholder is not present; and
- Card is not present.

"Cardholder Access Device": A terminal, personal computer, telephone or other device that a Cardholder uses to initiate an Electronic Commerce Transaction.

"Card Transaction": Any bona fide transaction between a Merchant and the Cardholder in which a Card is used for payments of goods or services or a refund or other money adjustment pursuant to a sale or refund or any other permitted transaction.

"Card Transaction Data": Details of a Card Transaction in a form approved by the TWYLA.

"Card Refund": Any refund given in respect of a Card Transaction for credit to the Cardholder.

"Merchant Account": The account, which TWYLA maintains on behalf of Merchant for purposes relating to this Agreement.

"Electronic Commerce Transaction": A bona fide transaction between a Merchant and the Cardholder where a Card is used for payment of goods and services or bills over the Internet and other networks using a Cardholder Access Device.

"Internet": A collection of information stores in a computer physically located throughout the world.

"Mastercard Secure Code": An online security service from MasterCard International which connects the Cardholder to the issuer to authenticate the Cardholder's identity at the time a Card Transaction is made at the point of purchase.

"Merchant": A seller of goods and services or a service provider who collects payments via the Internet with whom the TWYLA has entered into an agreement to provide Authorisations in relation to Electronic Commerce Transactions carried out over the Internet.

"Payment Gateway": A system that provides electronic commerce services to Merchants for the Authorisation and settlement of Electronic Commerce Transaction.

"PCI DSS": The Payment Card Industry Data Security Standard as declared by the Payment Card Industry Data Security Council from time to time.

"Person or Persons": Any person, firm, company, establishment or partnership.

"Sales Record": An electronic record of sale containing full information of an Electronic Commerce Transaction authorised by TWYLA and Merchant

"3D Secure Transaction": An Electronic Commerce Transaction received from a Cardholder Access Device through SSL encryption with positive authentication of the Cardholder by the 3D secure protocol.

"Sponsored Merchants": An online seller that contracts with the Merchant to avail card payment related services.

"SSL": The Secure Socket Layer method of encrypting data.

"Transaction Country": The country where a Merchant's outlet is located.

"USD": The lawful currency of the United States of America from time to time.

"Valid Card": Any of the following Cards:

MasterCard - A charge or credit card bearing the MasterCard logo which has not been cancelled, reported stolen or missing, or destroyed;

Visa Card - A charge or credit card and bearing the Visa logo which has not been cancelled, reported stolen or missing, or destroyed,

Provided that the relevant Card is being used within its validity date.

"Verified by Visa": An online security service from Visa which connects the Cardholder to the issuer to authenticate the Cardholder's identity at the time a Card Transaction is made at the point of purchase.

The headings are inserted in this Agreement are for convenience only and shall not affect the interpretation of and provision of this Agreement.

"Chargeback": Means the reversal of a transaction from the cardholder's issuer bank as per rules and regulations of Visa and MasterCard International

"Chargeback Ratio": It is a ratio calculated by dividing the number of Chargeback transactions over The number of Transactions authorized and not reversed in a single month.

"International Institution": Means Visa or MasterCard or American Express or any other institutions available from The TWYLA

"Maximum Merchant Limit": Means the Total amount of transactions that a merchant can process in a period of 30 days

"Platform": Means all the software modules adopted by the TWYLA to ensure Internet authorization, authentication and secured payment of the transactions for the Site.

"Rolling Reserve Amount": Means the amount withheld by The TWYLA dedicated to settle any chargeback or any other amount that the TWYLA loses due to disputes or claims.

"Settlement": Means payment by The TWYLA, for the account of the Merchant of the Total Sales Price, less any charges deducted by The TWYLA according to the prior agreement with the Merchant

"Transaction": Means any product or service purchased from the site using a credit card

1. General Obligations

- 1.1 The TWYLA provides a payment gateway and payment settlement system whereby a cardholder who is interested in purchasing an Approved Product (as defined in Clause 1.2 of this Agreement) from the Site can purchase that product with a Credit Card or Debit Card over the Internet (the "Payment Gateway").
- 1.2 An Approved product is a product or service:
 - 1.2.1 Offered for sale by The Merchant on the Site.
 - 1.2.2 For which the TWYLA will endeavour to obtain an Authorization from the Card Issuing Bank

- 1.2.3 Which is not a product or service listed among The TWYLA's prohibited Transactions categories (as defined in section 6 of this agreement), or any product or good prohibited by law.
- 1.3 The TWYLA will pay the Merchant for Purchases that have been processed by the TWYLA by crediting such payments to the bank account(s) designated by the Merchant. Payment will be made electronically less agreed discount rate, rolling reserve amount and / or any other charges, into the bank account designated by the Merchant in writing. The TWYLA reserves the right to change the payment method at its own discretion and shall notify the Merchant in advance of such changes.
- 1.4 The TWYLA provides the merchant with an access to a web report displaying daily Transactions Information (i.e. date, amount and result of the processing).
- 1.5 The TWYLA reserve the right at any time to refuse or stop processing the transactions of The Merchant if The TWYLA found that such transaction poses unacceptable risk or forbidden transactions. Depending on cases, The TWYLA may discuss the problem that originated the unacceptable risk with the merchant; being understood that the decision to refuse or stop processing said Transactions, belongs to The TWYLA in their sole discretion.
- 1.6 The TWYLA will not process any transactions for the merchant that have reached the Maximum Total Limit per merchant as specified in the Section 10, for a period of 30 days in total from the date of the first transaction. This limit may be increased or decreased at the TWYLA's sole discretion at any time.

2. Merchant General Obligations

- 2.1 By execution of this Agreement, the Merchant agrees to utilize The TWYLA's Payment gateway in accordance with the terms of this Agreement and such other instructions and regulations as provided by The Central bank from time to time. The Merchant may not use the Payment Gateway for transactions in which a Payment Card is physically present in the Merchant's Premises irrespective whether the owner of this Card is present or not in the Merchant's establishment.
- 2.2 The Merchant will provide the TWYLA with details of the working Web Site Address (URL) that the Merchant intends to integrate with the TWYLA Payment Gateway and with access at all times to all areas of the URL. The delivery of the products / services purchased from the Site within the stipulated time will be the sole responsibility of the merchant.
- 2.3 The Merchant will inform the TWYLA immediately upon any change or anticipated change to the URL and upon any substantial change to the content thereof or the services provided thereon.
- 2.4 The Merchant can go to similar agreement with any other service provider with prior intimation
- 2.5 The Merchant agrees that the TWYLA at his sole discretion has the ability to Approve and Affiliate a Merchant. In doing, the Merchant accepts that he will not engage in the approval of, set-up, or connection of any other Type of Business or to the Merchants own Web Site, or attempt to assist another Merchant in using the provided Payments Gateway without the express permission and/or prior approval of the TWYLA.

2.6 The Merchant agrees

- 2.6.1 To disclose on its Web Site its policies with respect to Shipping, Deliveries, Returns and/or Exchanges prior to the completion of a Purchase.
- 2.6.2 To display and describe on its Website, all the products to sell, in order to permit the cardholder to have a clear idea of the type, quality and nature of the good he is purchasing.
- 2.6.3 To display those Policies in a manner such that a customer must reasonably have been aware of such policies prior to making a purchase from the Merchant.
- 2.6.4 To deliver the goods or products in the conditions as mentioned in the policies at the purchase time and to ensure that the specifications of the product will meet the ones displayed.
- 2.6.5 To comply with all laws applicable to return, refund or exchange policies.
- 2.6.6 In case of refund transaction after the settlement has been done, Merchant will be not refunded the fee amount rather the refund would be made after deducting the transaction fee
- 2.6.7 To describe his business activity clearly, and acknowledges that he will not offer Prohibited goods for sale as deemed by the central bank.
- 2.6.8 To display the Merchant Outlet country of domicile to the Cardholder immediately prior to completing payment instructions.
- 2.6.9 To show exactly what security is being used at their site, the minimum-security level being SSL 128 bits.
- 2.6.10 The Merchant with a gaming/ gambling/ lottery activity should post on their websites that this activity may be illegal as per local regulations of the end user.
- 2.7 The Merchant shall transmit to The TWYLA all the information he needs to perform its services under this Agreement, the minimum documents being the Application Form completed and Commercial Registration and reserves the right to accept or refuse any Application.
- 2.8 The TWYLA will not request a guarantee on first demand from the Merchant's Bank, or any other form of security from the Merchant, its related companies or its banks, whether in Qatar or abroad, for covering chargeback and amounts due to the TWYLA pursuant to the provisions of sections 4 and 5 herein, in the event of customer's default.
- 2.9 Merchant acknowledges and agrees that he will only offer for sale items that are within his category of Merchant, which was agreed at the time of signing this agreement. If the Merchant subsequently requires offering for sale goods outside of the agreed Merchant type, he must notify the TWYLA in writing so as to initiate the Approval Mechanisms for the different type of goods. It is the sole responsibility of the merchant to be liable and credible for all the goods/products/services information as being the website owners and relieves the TWYLA from any responsibility related to this issue as the TWYLA's role is purely technical.

- 2.10 The Merchant will inform the TWYLA immediately upon any change or anticipated change to the beneficial ownership of the Merchant's business, in any case of ownership. In this respect, the Merchant will ensure in all cases that the TWYLA will always be notified and informed of any ownership changes and maintains an up-to-date copy of the Merchant Commercial Circular as Issued by the appropriate Commercial Register.
- 2.11 The Merchant understands that transfer of ownership or sale of part of the Business does not enable the use of the Payments Gateway by the new Owner. New Registration/Approvals/Certification processes will have to be brought about with respect to the new Owner. The Merchant also realizes that transfer whole or in part of his interests in the Business may not automatically give the same rights of Payment Gateway/Affiliation usage to the new Ownership. For that the new owner has to refill a new application form and submit all the requested documents required.
- 2.12 The merchant has to notify in writing the TWYLA of any dispute pertains with online payments with the cardholder within 48 working hours of the dispute date.
- 2.13 The merchant acknowledge not to sell, purchase, provide, exchange or in any manner disclose account number information to anyone other than The TWYLA. This prohibition applies to mailing lists, tapes or other media obtained as a result of a card transaction.
- 2.14 A merchant must not request or use MasterCard or Visa account number information for any purpose that it knows or should have known to be fraudulent or in violation on Payment Associations standards, or for any purpose that the cardholder did not authorize.
- 2.15 A merchant must keep all systems and media containing account, cardholder, or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party. A merchant must destroy all media not necessary to retain, in manner that will render the data unreadable. If an account compromise occurs, the merchant must notify TWYLA immediately
- 2.16 The merchant must cooperate and ensure that its staff cooperates with any investigation or forensic audit or other measure that the TWYLA, bank and/or Visa International and MasterCard International deem necessary in case of account compromise.

3. Settlement Procedure

- 3.1 The TWYLA reserves the right to decline to provide Authorization for any particular purchases if merchant is selling prohibited goods or processing illegal transactions.
- 3.2 An Authorization obtained from The TWYLA is valid only for fifteen (15) days from the date it is issued. Such Authorization will expire, and the Issuing Banks Authorization will be cancelled after this period. This restriction is only applied to those Merchant's who are using Auth/Capture model
- 3.3 The authorized transactions over a CUMULATED PERIOD (specified in Section 10), which have not been disputed, revoked, or cancelled, will be cumulated. With a HOLD PERIOD specified in Section 10, The TWYLA will credit the accounts specified by the Customer with the amount of such transactions, within

the limit of the Proceeds and after deducting its commission and/or any other amount due. The payments will be done every RECURRENT specified in Section 10.

- 3.4 It is agreed on between the parties that the merchant will be the sole authority in designating the account, to which the TWYLA shall transfer the funds subject of clause 3.3 here above. The TWYLA is authorized to deduct all amounts due to the Bank from transactions credits as defined hereafter in sections 5 and 6.

4. Special Provisions

4.1 General Provisions

- 4.1.1 The TWYLA, its employees, its agents, officers and directors and their respective successors and assigns will not be liable for any actions, causes of action, proceedings, liability, claims, damages and costs whatsoever (including without limitation legal costs and expenses), interposed by any party or persons by way of action, claim, suit, defence, dispute, offset, cross-claim or counterclaim, that may now or at any future time indirectly arise out of or in connection with this Agreement, including without limitation, any Transaction Acquired by the TWYLA and the merchant will indemnify and hold the TWYLA harmless for any of the above mentioned liabilities.
- 4.1.2 The Merchant accepts that this agreement does not give either party any rights in the other party's and Payment Associations name, logo, service marks, trademarks, trade names, domain names, URL's, taglines or any other proprietary designations ("Marks"). No use may be made of either party Marks, name or logo without the prior written consent of that party. The merchant's use or display of the Marks will terminate upon the termination of the merchant agreement or upon notification by The TWYLA or the Payment Associations to discontinue such use or display.
- 4.1.3 The Merchant unconditionally and unilaterally agrees that the TWYLA, by way of its provision of a Payment Gateway only, does not warrant, support, protect, or guarantee any product that the Merchant may offer on its Web Site for Sale. The Merchant also agrees not to promote any or all of its products either advertised on the Web or otherwise by using the name of the TWYLA in any shape or form.

4.2 Retrieval Request and Chargebacks

- 4.2.1 The merchant undertakes to hold the TWYLA harmless from any chargeback, contesting, revocation, cancellation, or dispute regarding any processing transactions, as well as against any claim or dispute by final clients.
- 4.2.2 The TWYLA shall, upon receiving any retrieval notice within 120 days of any authorized and processed Transaction, send such retrieval notice to the merchant.
- 4.2.3 In such a case, relevant credit shall be debited from the merchant account once he is unable to provide The TWYLA with the requested retrieval request after a period of 10 Days from requesting the retrieval notice. Such credit shall not exceed the original charge and the related fees.
- 4.2.4 The TWYLA has the right to automatically deduct any chargeback amount and its related fees (CHARGEBACK FEE specified in Section 10) per each chargeback, and any fee or fine or penalties as

might be requested by any International credit card institution or debit card institution or other amount it incur from the customer transactions credits.

Should the balance of the current account specified by the merchant is insufficient to cover the amount of such chargeback, the TWYLA shall be entitled to deduct the remaining balance from the rolling reserve account.

- 4.2.5 The Merchant understands that a chargeback may occur within a period of six months following the processing of the related transaction. Therefore, all funds transferred to the Merchant's account shall be considered as a deposit from the TWYLA to the merchant's account within the said period accordingly. In the event of the occurrence of chargebacks exceeding the Rolling Reserve Amount, funds transferred within a period of one hundred and eighty (180) days and corresponding to settlements of chargebacks and retrieval requests supported by The TWYLA shall be immediately due for payment within a period of seven (7) days following the retrieval notice. Any delay or refusal of payment from the merchant shall be therefore considered as an embezzlement and breach of trust, and subject to criminal proceeding according to applicable law as defined in Article 16 hereafter.

Furthermore, the Merchant's account shall be deactivated, and the TWYLA will have the Merchant amounts for unsettled transactions on hold until the merchant pays the amount due caused by excessive chargeback or retrieval requests.

In the event of the Merchant's non-compliance with the provisions of the above, The TWYLA reserves the right to stop or suspend access to the payment server and request immediate payment from the Merchant.

This clause is not applicable to local merchants.

- 4.2.6 The TWYLA reserves the right to calculate certain percentages based on retrieval requests /Chargebacks received (either resolved or pending) and volumes processed by the TWYLA, and will make use of this information either to increase or freeze the funds in the reserve account.
- 4.2.7 In the event this percentage exceeds 20% at any given point of time, the TWYLA will take the necessary steps to mitigate further potential losses and action as deemed appropriate.

5. Fees and Commissions

Upon execution of this Agreement by the Merchant and the acceptance of the Merchant's application by The TWYLA, The Merchant will pay the following Fees (According to Section 10):

- 5.1 A non-refundable "Set-Up Fee" in the amount set forth on the Terms of Agreement Section of this Agreement. The Set-Up Fee is payable immediately upon signing this Agreement.
- 5.2 A Discount Rate, which will be debited from each transaction that is processed into the Merchant Account(s). This discount rate is calculated as a percentage of the Total Sales Volume as specified in Section 10 of this Agreement.

- 5.3 A "Monthly Access Fee" as demonstrated in the Section 10 of this Agreement.
- 5.4 Additionally, The TWYLA shall be entitled to charge merchant a TRANSACTION FEE for each REFUND transactions.
- 5.5 Additionally, The TWYLA shall be entitled to charge Merchant any eventual penalty or fine invoiced By Payment Associations on any of the Merchants if involved in dealing with prohibited goods

The TWYLA reserves the right to modify all the above conditions and fees with prior notice to the merchant. The modification will be communicated at least 2-weeks before.

6. Prohibited Transactions

- 6.1 The Merchant acknowledges and agrees not to accept, perform or acquire any transaction for use on The TWYLA Payments Gateway that;
 - 6.1.1 Is illegal (according to article 6.2 of this agreement) Or anything that;
 - 6.1.2 May damage the goodwill of The TWYLA, MasterCard International, and Visa International, or reflect negatively on the Payment Associations brands
- 6.2 The TWYLA considers any of the following activities to be prohibited (by way of example and not limitation)
 - 6.2.1 The sale or offer of sale of good or service other than in full compliance with laws then applicable to the acquirer, issuer, merchant, cardholder, or the Payment Associations.
 - 6.2.2 Penalties of any kind, damages, losses or any other costs that are beyond the Total Sale Price or any other amounts for which a cardholder has not specifically authorized through the TWYLA Financial Payments media.
 - 6.2.3 Sales made under a different Trade name or business affiliation than that indicated on the Signature page hereof, or otherwise approved by the TWYLA in writing.
 - 6.2.4 Any transactions related to child trading and pornography or any adult entertainment or any forbidden goods or product.
 - 6.2.5 Undertaking to respect the law and order, positively excluding any unlawful trading transactions, any act of soliciting, any terrorist activity or any incitement of prostitution.
 - 6.2.5 Undertaking to comply with the legislation on promotional competitions.

In case where The Merchant is non-compliant with any of the conduct and good practice including and not limited to any of the undertakings provided for in the above clauses, The TWYLA reserves the right to stop or suspend access to the payment server within 2 - weeks.

7. Liability

- 7.1 The TWYLA will assist the Merchant in offering Verified by Visa and Secure code by MasterCard schemes in order to minimize the occurrence of Fraudulent transactions. However, Fraudulent transactions on the Merchants Web Site are the Merchants sole responsibility and the financial liability remains with the Merchant at all times.
- 7.2 The TWYLA will not be liable for loss of data in transit including without limitation between the merchant, the TWYLA, and any issuing or acquiring institution including the credit/Debit card institutions.

8. Non-Disclosure Agreement

This Nondisclosure Agreement is entered into by and between **The TWYLA** ("Disclosing Party") and **The Merchant** ("Receiving Party"), for the purpose of preventing unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information") with respect to the Payment Gateway provided and process by TWYLA on the Merchant's Site.

- 8.1 **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
- 8.2 **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 8.3 **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, tangible or intangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
- 8.4 **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

- 8.5 **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 8.6 **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- 8.7 **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
- 8.8 **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Confidentiality

- 9.1 Except in any proceeding to enforce any of the provisions of this Agreement, neither Party will, without the prior written consent of the other Party, publicize or disclose to any third party, either directly or indirectly, any of the following ("Confidential Information"):
 - 9.1.1 Any of the terms or conditions of this Agreement other than those terms and conditions required to be disclosed to Members hereunder.
 - 9.1.2 Any confidential or proprietary information or data received from the merchant other than information that is or becomes generally available to the public other than as a result of disclosure by the User or is or becomes available to the User on a non-confidential basis from a source other than the merchant, which source, to the User's knowledge, is not prohibited from disclosing such information to the User by a legal, contractual or fiduciary obligation to the merchant. Information provided by oral communications, computer tapes and other non-written forms would be considered confidential unless otherwise stated by the party providing the information.
- 9.2 If either Party is served with a legal process requiring the production or disclosure of any Confidential Information, then that Party will immediately notify the merchant and will use its reasonable efforts to permit the merchant, at the merchant's sole cost and expense, a reasonable period of time to intervene and contest disclosure or production.
- 9.3 Each party will restrict all Confidential Information to its respective agents and employees on a "need to know" basis.
- 9.4 The TWYLA and the Merchant pursuant to the request are requirement of the card issuing Banks or their authorized institutions may disclose confidential information. The Merchant also hereby consents to the TWYLA disclosing such Confidential Information to its gateway service providers and to its card Issuing Banks insofar as such disclosure is necessary to provide the Merchant with the TWYLA services via the Payment Gateway.
- 9.5 This commitment to confidentiality will remain in force throughout the term of this Agreement and shall survive its expiry or termination for five (5) years whatever the reasons of such termination are.

10. Pricing

Following pricing model will be followed by merchant for one year after the signing date and the below rates would be revised annually

	FEE DESCRIPTION	PERIODICITY	In QAR
Online Credit and Debit Card Payment	Monthly Volume of (0-99K)	Per Transaction	2.5% or 2.5QAR whatever higher
	Monthly Volume of (100-199K)	Per Transaction	2.3% or 2.5QAR whatever higher
	Monthly Volume of (200K above)		2.2% or 2.5QAR whatever higher
	Bank SMS MID <i>(Optional - Any changes by QCB regulations will be applicable to the merchant)</i>	Annual	3000 QAR per SMS MID Note: This does not include the Fee for Recurring
	Maintenance Fee	Annual	2000 QAR In advance payment. Account will be deactivated if payment is not received within 1 month from Invoice date.
	Set Up Fee (per currency)	Only once	-
	Settlement Fee (Bank Account based in Qatar)	Once a week – once a sum of amount reached 3000QAR	FREE OF CHARGE if amount reaches 3000QAR. 15QAR charge if Merchant wants settlement less than 3000QAR.
Chargeback	Charge back	Rate per CB	WILL HOLD THE SETTLEMENT OF ANY DISPUTED TRANSACTION
Rolling Reserve	Rolling reserve held (will change depending upon the performance)	-	N/A
Tokenization	-	-	N/A

11. Force Majeure

- 11.1 In the event of either of the parties being rendered unable wholly or in part by an event of force majeure to carry out its obligations under this Agreement, it is agreed that on such party giving notice of the occurrence of such event to the other party with reasonable promptness after the occurrence of the event, the obligations of the party giving such notice (to the extent they are affected by such force majeure) shall be suspended during the continuance of the same; it being agreed that each party shall use all reasonable endeavours to remove or avoid such force majeure with all reasonable dispatch.
- 11.2 The term "force majeure "as used herein shall mean acts of God, strikes, lock-out or other industrial disturbance, acts of any public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, flood, civil disturbance, terrorism, governmental regulations and directions and

any other cause not within the reasonable control of any party claiming suspension all of which by the exercise of diligence such party is unable to prevent.

- 11.3 In the event that the obligations of either party hereunder are suspended (as aforesaid) by reason of force majeure for a continuous period in excess of 30 days, then the other party to this Agreement may on giving written notice to the other terminate this Agreement with immediate effect.
- 11.4 Termination of this Agreement due to force majeure shall not affect the liability of either party to pay any sum of money due to the other under the terms of this Agreement.

12. Termination of Agreement

- 12.1 The TWYLA will have the right to terminate or suspend its performance pursuant to this Agreement by providing notice of 2-weeks where the amount of Chargeback, Credits, or customer disputes or complaints reach a level, which The TWYLA in its sole discretion deems detrimental to The TWYLA.
- 12.2 Notwithstanding anything to the contrary herein, The TWYLA after mutual discussion with Merchant will be entitled to terminate this Agreement upon thirty days' notice in the event that The TWYLA should consider that the conduct of the Merchant and/or its principals, agents, subsidiaries or affiliates is, in the opinion of the TWYLA, questionable or inappropriate.
- 12.3 In circumstances where the Merchant will have direct or indirect involvement in activities that are morally reprehensible, illegal, or in contravention of international conventions or treaties, including but not limited to terrorism, or a contravention of the general policies of the TWYLA (including, without limitation, the Prohibited Transactions set forth in section 6, The TWYLA will be entitled, in its absolute discretion, to terminate the Agreement without notice.
- 12.4 The TWYLA will have the right to terminate this Agreement effective immediately upon written notice to the other party in the event that the other party files a petition in bankruptcy or becomes insolvent or is placed in the hands of a receiver or if the equivalent of any of the proceedings or acts referred to this clause, though known and/or designed by some other name or term, occurs.
- 12.5 The TWYLA will have the right to terminate this Agreement after 2-week notice in the event that the other party has an increase in the number suspicious transactions at the TWYLA's sole judgment without having to give a reason or justification. After termination the TWYLA will inform the other party.
- 12.6 The TWYLA will have the right to terminate this agreement immediately if he has the knowledge that the merchant is implicated in money laundering operations.
- 12.7 The TWYLA will have the right to terminate this Agreement effective immediately in the event that the other party has a chargeback ratio of 20% of the total sales volume or the number of charge back cases exceeds 10,000 QAR in a single month or the number of reversals exceeds in volume 20% from the processed transactions per month at the TWYLA's sole judgment without having to give a reason or justification. After termination, the TWYLA will inform the other party.

- 12.8 Notwithstanding anything herein contained to the contrary, in the event the Merchant fails to settle any chargeback amount or any amount due to the TWYLA and does not remedy such default within seven (7) days of its occurrence, The TWYLA shall be entitled to terminate this Agreement without any prior notice or any judicial or extra-judicial proceedings, and reserve the right to take all necessary action, including criminal proceeding, in recovery of all their rights accordingly. Therefore, the Merchant shall immediately be held responsible for the payment of all amounts due to The TWYLA, and shall indemnify The TWYLA for all damages, costs, fees, actions and liabilities whatsoever incurred or suffered by them, directly arising as a result of such breaches.
- 12.9 Upon termination of this Agreement, the obligations and liabilities of the parties hereto towards each other shall there upon cease and no party shall have any further obligations towards the other under this Agreement, except for the settlement by the merchant to the TWYLA of the rolling reserve provisions. Therefore, the merchant may not use directly or indirectly The TWYLA Services and the TWYLA will stop immediately the payment electronic link between him and the merchant.

13. Disputes

- 13.1 In the Event that any dispute arises between the parties in relation to this Agreement or arising out of this agreement and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.
- 13.2 Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement.
- 13.3 Mediation involves no format court procedures or rules of evidence, and the Mediator does not have the power to render a binding decision or force an agreement on the parties. Furthermore, the Mediator shall not be made a party to, or called as a witness in, any further legal proceeding related to the dispute. Mediation shall be conducted as confidential settlement negotiations.
- 13.4 Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and the mediation must take place within fifteen (15) days after the date that such notice is given.
- 13.5 The parties will jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator, any other available remedy in relation to the dispute will be eligible.
- 13.6 The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.
- 13.7 The Mediation is not guaranteed to result in settlement of the Dispute. The mediation may be terminated at the instruction of a party or the Mediator where a good faith determination is made by either that the mediation will not result in settlement.

If the parties reach settlement during the Mediation, the parties, and not the Mediator, will draft a written agreement setting forth the matters decide prior to adjourning the Mediation conference, although the

Mediator may jointly assist the parties in this effort at their request. The Parties may review this agreement with their legal counsel before settlement agreement is finalized.

14. Commercial

The TWYLA will Settle Merchant designated bank account after deduction of the service Fees as agreed as signed in the TWYLA merchant enrolment form.

BANK DETAILS	
BANK NAME	DOHA BANK
BANK BRANCH	DUKHAN BRANCH
ACCOUNT NAME	CENTRAL PROJECTS ENGINEERING SERVICES & TRADING CO.
ACCOUNT NUMBER	230-403713-1-10-0
IBAN	QA27 DOHB 0230 0403 7130 0100 1000 0
CURRENCY	QATAR RIYAL
SWIFT CODE	DOHB QA QA DKB

14.1 Merchant Communication/Settlement Email

1. NAME : JOSE PHILIP KOSHY

CONTACT NO.: +974 55874232

EMAIL : JOSEDOHA@YAHOO.COM

2. NAME: JOHNSON RAJU

CONTACT NO.: +974 77958064

EMAIL : JOHNSONCEPRO@GMAIL.COM

15. Arbitration

Any dispute between the parties arising of or related to this Agreement, whenever Mediation did not result in the settlement of the dispute shall be settled by arbitration according to the Chamber of Commerce rules and regulations, latest edition. The arbitration procedures shall be held in Doha. The arbitrators ruling shall be final and binding on all the parties and shall be immediately executable.

16. Governing Law

This Agreement shall be executed in English. This Agreement shall be governed by and construed in accordance with the laws of State of Qatar. The Civil court of Qatar shall have the exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

17. Assignment or sub-contracting

MERCHANT may not assign or transfer its rights under this Agreement without the prior written consent of the TWYLA. Any assignment or transfer in breach of this provision shall be void. MERCHANT may not sub-contract all or any part of its obligations under this Agreement without prior written consent from the TWYLA. In the event MERCHANT sub-contracts any of its obligations under this Agreement, MERCHANT shall remain liable for any acts or omissions, default or negligence of any sub-contractor.

As witness the hand of only authorised representatives of both parties hereto the day and year before written.

For and on behalf of
(MERCHANT NAME) : CENTRAL PROJECTS ENGINEERING SERVICES AND TRADING COMPANY

(1) Name: JOSE PHILIP KOSHY

Title: CEO

Signature: 

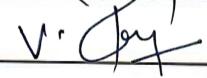
Date: 10 FEBRUARY 2022

Seal _____

الشركة المركزية للمشاريع والخدمات الهندسية التجارية
CEPROTEC
تلفون: ٩٦٥٤٩٩٩٧٤٤٨، فاكس: ٩٦٥٣٥٧٤٤٨
عن ب. ب: ٦١٥٠، الدوحة - قطر

(1) Name: RAJENDRAN VAIRAVANATHAN

Title: FINANCE MANAGER

Signature: 

Date: 10-FEBRUARY-2022

Seal _____

(2) Name: JOHNSON RAJU

Title: GROUP FACILITIES MANAGER

Signature: 

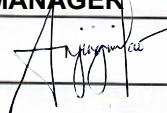
Date: 10 FEBRUARY 2022

Seal _____



(2) Name: JACES FREAL GUMILAO

Title: ADMIN MANAGER

Signature: 

Date: 10-FEBRUARY-2022

Seal _____

