

Cargills Bank Limited

Card Centre
No 34
Maitland Crescent
Colombo 07
Sri Lanka.

Of the Other Part

This Agreement is entered into on this () day of by and between;
Cargills Bank Limited, A licensed commercial bank duly incorporated under the laws of Sri Lanka bearing Company Registration number PB 4847 and having its registered office at No.696, Galle Road, Colombo 03 (hereinafter referred to as the "Bank" which term or expression shall where the context so requires or admits mean and include the said Cargills Bank Limited, its successors, an permitted assigns) of the One Part and
a company duly incorporated in the said Republic of Sri Lanka bearing Company Registration number
and having its registered offce at(hereinafter referred to as "the Merchant" which term of
expression as herein used shall where the context so requires or admits mean and include the said
carrying on a business as a partnership under the name style firm of
in the said Republic of Sri Lanka (hereinafter referred to as "the Merchant" which term or expression a herein used shall where the context so requires or admits mean and include the said
executors and administrators)
of
(hereinafter referred to as "the Merchant" which term or expression as herein used shall where the context so requires or admits mea and include the said
his heirs, executor/s or administrators)

WHEREAS the Bank is a Card Acquirer and/or a Card Issuer and / or a Licensee, licenseed by associated partners and/or registered financial or similar institutions which are eligible to acquire Merchants, issue Cards through different networks and;

WHEREAS the Merchant is desirous of being able to accept the said cards at the offices/branches/establishments of the Merchant and

WHEREAS the Bank has agreed to pay to the Merchant the amount of all sales carried out by the Merchant through the use of the said cards less any discounts and other amounts the Bank is entitled to retain, subject to and upon the terms and



NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

INTERPRETATION

1.

Unless the context otherwise requires, in this Agreement, the following terms shall have

"Authorization" means the approval granted to the Merchant by the Bank to make a Chargon the Card; a.

- h "Authorization Code" means the code provided to the Merchant by the Bank or the Card Issuer and communicated via the Bank at the time of Authorization:
- "Card" means a Card issued physically and/or virtually by the Bank and / or by other associated partners, registered financial or similar institutions through different c. networks
- А
- "Cardholder" means the person to whom a Card is issued or who is authorized to use that Card;
 "Charge" means the total price been charged to the Card including all applicable taxes payable by the Cardholder to the Merchant for the purchase of goods e. or services using a Card:
 - "Charge Record Form" means the form or receipt issued by the Merchant manually or issued through an EDCT recording details of the Charge and/or such other details as may be required by the Bank;
- "Card Issuer" means the Bank and / or any associated partners, registered financial or similar institutions that issue Cards through different networks:
- g. h. "Card Acquirer" means the Bank as engaged in the Merchant Acquiring Business which may include the acquisition and processing of transactions and data from the Merchant.
- i "Discount" or "Merchant Discount Rate" means the percentage or portion of a Charge which the Merchant is obliged to pay to the Bank as may be
- decided by the Bank from time to time.

 "Electronic Data Capture Terminal" or "EDCT" or "Point-of-Sale Device" or "POS" or "MPOS" or "Mobile POS" means any terminal/ device (including mobile phones and personal digital assistants), card reader, cash register, or terminal (including customer – activated terminal and self-service terminal), and any necessary software, that is capable of electronically capturing data from other devices, receiving electronic evidence of Authorization Responses and which may also be capable of transmitting electronic evidence of Sales data as provided by the Bank or by a person other than the Bank to the Merchant which enables the Merchant to electronically process
- "Equipment" includes EDCT, all related accessories and software including imprinters and includes any replacement, modifications, enhancements and/or additions made thereto from time to time. k.
- 1
- "Establishment" includes the shop, store, retail outlet, offices or other establishment of the Merchant;
 "Floor Limit" means the maximum Charge that can be made on a Card for a single transaction as notified by the Bank to the Merchant, from time to time m.
- n. "Over-limit Authorization" means the authorization that is required when the amount of the Charge incurred on a Card exceeds the Floor Limit as advised by the Bank;
- "Refund Form" has the meaning attached thereto in Clause 12.3(a) (i);
 "System" means the processing system of the Bank for authorizing transactions carried out through a Card; p.
- a.
- "Signature Screen" means the place where the cardholder has to sign on;
 "Void Form" has the meaning attached thereto in Clause 12.3 (c) (i);
 "Merchant" or "Service Establishment" means any legal business enterprise which has entered in to an agreement with the Bank, Participant or a third party authorized s. by the Bank to permit Cardholders and/ or Customers to purchase goods and/ or services there from and such purchases to be paid for by Participant or agency or third rty using the Card
- "Apps" means the name of the application software that have been installed to the mobile POS unit.

If the context permits or requires, words, importing the masculine gender shall include the feminine and neuter genders, and words in the singular number shall include the plural number and vice versa. Any reference to a "Clause" shall mean a clause hereof.

2.

This Agreement shall apply in respect of each and every transaction involving a Charge made on or through a Card.

HONOUR CARDS

Subject to the terms and conditions set out in this Agreement, the Merchant shall accept and honour all transactions carried out through a Card at its Establishments. The Merchant shall not in any way engage in practices or procedures that discriminate against or discourage the use of a Card in favour of any other competing card brand.

INSTALLATION OF ELECTRONIC DATA CAPTURE TERMINALS AND USE OF THE AUTHORISATION PROCESSING SYSTEM 4.

The Bank may install Electronic Data Capture Terminals (EDCT) and provide the Merchant with such other Equipment and access to the System as the Bank thinks fit and the Merchant shall permit the Bank to install the Equipment in the Establishments.

In the event the Bank permits the Merchant to use an EDCT supplied by another bank, the Bank shall enable the Merchant to have access to the System via the said EDCT(s) in terms of the sharing agreements the Bank has with other banks and entities.

OPERATION OF EDCT(S) AND USE OF THE SYSTEM 5.

- where the Bank has delivered and installed EDCT(s) at the Establishments, the Merchant shall operate the Equipment and use the System only in accordance with and comply with such instructions as the Bank may give the Merchant from time to time; h
- be responsible for the cost of any electricity consumed by the Equipment and for any telephone and/or data packet line charges payable in connection with the use of the not alter or otherwise tamper with the software or hardware of the Equipment; c.
- d.
- ensure that at all times during ordinary business hours, at least two employees of the Merchant (a sales person and a supervisor) who have been trained to operate the Equipment are available;
- report promptly to the Bank any fault or suspected fault in the operation of the Equipment: e.
- not, except with the written consent of the Bank, permit any removal of or interference with or addition to the Equipment or make any markings thereon; keep strictly confidential all information received from the Bank in connection with the Equipment and/or System and only be entitled to disclose the same to its employees who require the said information for the purpose of the operation of the Equipment and the use of the System. The Merchant shall take all necessary steps to g. ensure its employees are aware of such confidentiality obligations and in particular but without limitation will maintain strict security measures with respect to the encryption and terminal initialization procedures affecting the use of the Equipment and the System; and
- not permit a third party to use the Equipment or have access to the System for any purpose whatsoever without the prior written consent of the bank.

 Be responsible for the safe custody of the Equipment at all times, as long as the Equipment is in the custody of the merchant;

 Be liable to pay the Bank, the cost of the Equipment in the event the Merchant or any employee working under the merchant misplaces the Equipment willfully or h.

- accidently and the Bank shall have sole discretion to replace a new Equipment at the merchant's establishment;
 Pay the cost of the repair estimated by the local agents of the Equipment in the event that the Equipment is damaged due to negligence. k

ACCEPTANCE OF CARDS **6.** 6.1

- The Merchant shall permit Cardholders to purchase goods or services with the Card at the Establishment(s) only if

 - the Card is presented subsequent to the commencement date and prior to the expiry date (if the said dates are shown on the face of the card);
 Merchant has not been notified of the cancellation or suspension of the Card by the Bank or the Bank has not otherwise informed the Merchant to decline a transaction on that Card.

 - the Card bears the signature of the person whose name is embossed on the face of the Card; the Charge Record Form or the signature screen recording is signed by the Cardholder in the presence of an employee of the Merchant with the same signature as that written on the signature panel of the Card:
 - where relevant, the Merchant has obtained an Overlimit Authorization; the Card is not visibly altered or mutilated;

 - the Card is valid for use in Sri Lanka: and g h
 - the transaction complies with all of the provisions of this Agreement and all other terms and conditions, rules or procedures set out by the Bank and notified to the Merchant from time to time.
- 6.2 In the event there is a doubt regarding the validity of a signature of a Cardholder, a signed affidavit by the Cardholder stating that the signature is his/hers shall be conclusive on the genuineness of the said signature.

7. 7.1

- In the case of a transaction effected other than through an EDCT, the Merchant shall obtain Authorization from the authorization centre at the Bank and record legibly on the Charge Record Form the Authorization Code before completing such transaction. In the event that a the Charge requires Overlimit Authorization;
 - b the Cardholder does not present the Card;

 - the Merchant believes the Card may be counterfeit or stolen or lost; or there are suspicious circumstances surrounding the presentation of the Card or proposed transaction; the Merchant shall inform the Bank of such circumstances and obtain approval to proceed with the transaction,
- 7.2 In cases where the Merchant is equipped with an EDCT from the Bank or any other Bank or has access to the System by any other means, the Merchant shall obtain Authorisation through the EDCT for every Charge made on a Card.
- 7.3 In the event of a breakdown in the EDCT or the EDCT is inoperable for any reason, the Merchant shall obtain Authorization from the authorization centre at the Bank for all Charges made on a Card until such time the EDCT is functional, unless otherwise instructed by the Bank.

RETENTION OF CARDS DURING A TRANSACTION

The Merchant shall

- retain a Card while making an Authorization request to the Bank; а. b.
- use its best efforts by reasonable and peaceful means to retain a card where the Bank directs that the Card be retained and not returned to the Cardholder;
- comply with advice or instructions given by the authorization centre of the Bank or received via the EDCT.



TRANSACTION COMPLETED MANUALLY AND VIA EDCT(s)

- ction conducted through a Card other than through an EDCT, the Merchant shall legibly complete a Charge Record Form recording the details of the Charge. The said Charge Record Form shall bear
 - the imprint of the Card by means of an imprinter acceptable to the Bank;
 - the date on which the Charge was made to the Card (if the imprinter used by the Merchant cannot imprint the date on which the Charge was made, that date must be written legibly on the Charge Record Form by the Merchant);

 - an adequate description of all the goods or services; the amount of the Charge in Sri Lankan Rupees (or other currency only if the Merchant has been authorized to carry out transactions through the Card in such a currency);
 - an Overlimit Authorization approval code or any other approval code if necessary;
 - ensure that the signature of the Cardholder appears on all copies of the sales invoice issued by the Merchant (in transactions where the Bank has required the signature of the Cardholder to be placed on such sales invoices);
 - the name of the Establishment, its address and the merchant number assigned to that Establishment by the Bank; and g
 - all other information that may be required by the Bank to be included on the Charge Record Form as notified by the Bank to the Merchant from time to time.

9.2 The Merchant in handling transaction(s) via EDCT(s) shall

- ensure that the EDCT is acceptable to the Bank (in the case where the EDCT is provide by a person other than the Bank); ensure that the extraction of data from Cards is in the manner specified by the Bank (this may vary from time to time but the Bank will give prior notice of variation to the b Merchant):
- ensure that the Charge and any further information (such as Cardholder number and data) which the Bank from time to time requires is printed on the Charge Re Form which should be in a form approved by the Bank;
- d ensure that the Equipment and procedures for the electronic extraction, retention and transmission of data for the purposes of this Agreement are approved by or (as the case may be) in accordance with the requirements of the Bank;
 ensure that the signature of the Cardholder appears on all copies of the sales invoice issued by the Merchant (in transactions where the Bank has required the signature of
- the Cardholder to be placed on such sales invoices); and
- ensure there is no discrepancy between the card number emb<mark>ossed and the Card n</mark>umber displayed on the EDCT terminal before completing the transaction
- The Merchant shall ensure that the signature of the Cardholder appears on the Charge Record Form and shall deliver to the Cardholder a true and completed copy of the Charge Record 93
- In the event the Card has a photograph, the Merchant shall prior to effecting a transaction on the Card, ensure that the person presenting the Card is the same person as that in the 94 photograph.
- The Bank may from time to time with notice to the Merchant amend or vary the procedures, for completing or issuing a Charge Record Form or in respect of handling transactions relating to the use of the Card and the Merchant shall comply with the said amended or varied procedure. 9.5
 - The Merchant shall not swipe or use any other electronic extraction of payment cards in data capturing devices other than the EDCT / POS or any other terminals provided or authorized by the Bank.

GENERAL OBLIGATIONS OF THE MERCHANT IN HANDLING TRANSACTIONS

10. 10.1 When handling a transaction relating to a Card, with a Cardholder, the Merchant shall

- not impose any additional conditions or restrictions on the use of the Card that are not imposed on other cards accepted by the Merchant;
- not require a Cardholder to provide personal information such as personal residence telephone number, address, driver's license or passport information unless required to do so by the Bank:
- not require a Cardholder to provide a photocopy of the Card unless required to do so by the Bank; include all legally required taxes that apply to purchases made through the Card. These equired taxes must be included in the Charge Record Form; not accept the Card for the purchase of a scrip or gift certificate where a cash exchange is permitted;
- not create a transaction for a Cardholder who is attempting to refinance a bad cheque or a past due amount; not submit transactions on behalf of other merchants.
- not provide cash upon presentment of the Card, unless the Merchant is specifically authorized as a Cash Disbursement Provider;
- always comply with the current PCI Data Security Standard as set out by the Bank; immediately report all instances of a data compromise to the Bank in no case later than twenty four (24) hours after discovery of such incident;
- Transactions relating to cards in foreign currencies shall be subject to the condition that the foreign currency license from the relevant authority/regulators has been obtained by the merchant and the same has been renewed on a periodic basis and is legal and valid.

MULTIPLE CHARGE RECORD FORMS

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11. 11.1

11.2

12.2 12.3 The Merchant shall not use two or more Charge Record Forms to avoid exceeding the Floor Limit per transaction.

- The Merchant shall not effect a transaction through the Card when only a part of the amount due in respect of such transaction is included on a single Charge Record Form except when the balance of the amount is paid in cash or by cheque, or
- b
- when the goods or services are to be delivered or performed at a later date and one Charge Record Form represents a deposit and the second Charge Record Form represents payment of the balance, in which case the Merchant must obtain Authorization from the Bank to use more than one Charge Record Form and shall note on the Charge Record Form, the Authorization Code and the words" deposit" or "balance" as appropriate. The Charge Record Form with the notation "balance" shall not be ented to the Bank until the goods are delivered or the services are performed.

12. PRESENTMENT OF TRANSACTION INFORMATION AND REFUNDS 12 1

- In respect of transactions effected other than through the use of an EDCT, the Merchant shall complete a slip referred to as a "charge summary" and/or such other documents as may be required by the Bank ("transaction information") setting out,
 - ed by the Bank ("transaction information") setting out, the total amount charged through the Charge Record Forms being submitted (and attach the relevant Charge Record Forms); the Discount and the net amount due to the Merchant on those Charge Record Forms and the Merchant shall present the said transaction information to the Bank within
 - seven (7) days of the transaction date.
- In the event the Bank has agreed to the presentation of transaction information set out in Clause 12.1 electronically, the Merchant, shall at the close of business of each day, effect a settlement of the transactions for that day on the EDCT and arrive at the amount due to the Merchant in respect of the transactions carried out for that day ("settlement amount"). If in respect of any transaction, any goods are not received by the Cardholder or are lawfully rejected or accepted for return or services are not performed or cancelled or the price is lawfully disputed by the Cardholder or price adjustment is allowed, the Merchant shall not make a cash refund and shall follow the procedure setout herein to provide a refund to the Cardholder: а
 - In the event information relating to the transaction requiring a refund has already been presented to the Bank with the transaction information referred to in Clause 12.1
 - complete a Charge Record Form indicating therein the amount which must be credited to the Cardholder, a brief description of the goods or services, the number of the Card, the date on which the refund was requested, state clearly on the said Charge Record Form the words "refund' (hereinafter referred to as a Refund Form") and sign the said Refund Form; deliver to the Cardholder a true and completed copy of Refund Form;
 - ii.
 - within (7) days of the Merchant generating the Refund Form, deliver a copy of the said Refund Form to the Bank along with a request in writing to the Bank to cancel the authorization previously obtained for that transaction (if any). iii.
 - In the event information relating to the transaction requiring a refund has not been presented to the Bank with the transaction information referred to in Clause 12.1, the Merchant shall
 - destroy the Charge Record Form and any copies thereof and handover the said destroyed copies to the Cardholder; inform the Bank in writing to cancel the authorization previously obtained (if any).
 - In the event a refund is being effected through an EDCT, in respect of a transaction for which the Merchant has not obtained a settlement amount as referred to in Clause
 - void the transaction on the EDCT, generate a Charge Record Form stating the terms "void" or "credit sale" (hereinafter referred to as a "Void Form") and hand over a copy of the said Void Form to the Cardholder, and provide the Bank within (7) days of generating the said "Void Form", a copy of the original Charge Record Form.
- In the event a refund is being effected through an EDCT, in respect of a transaction for which the Merchant has obtained a settlement amount as referred to in Clause 12.2 the Merchant shall immediately inform the Bank in writing, to reverse the transaction (with a copy of the Charge Record Form requiring to be cancelled) and provide the Ч Cardholder with a copy of the said letter.
- In the event that only Refund Forms or Void Forms are presented to the Bank at any one time, the Merchant shall at the same time make payment of the net refund (i.e. the total refund(s) to the Cardholder(s) less the discount) to the Bank.
- 12.4 By presentation of the transaction information, the Merchant represents, warrants to and agrees with the Bank:
 - b
 - that all statements of fact contained therein which are within the knowledge of the Merchant are true and complete; that the Merchant has supplied, or cause to be supplied, the goods and/or services to which the transaction information relates and to the value stated therein at a price not greater and otherwise on terms no less favourable than the price and terms at and on which such goods and/or services are supplied by the Merchant for cash;
 - that no other sales slip or information has been or will be issued or presented in respect of the goods and/or services are supplied by the Merchant for cash; that provision of credit for the supply of the goods and/or services to which the transaction information relates is not unlawful; that the transaction information relates to a transaction actually carried out by the Merchant and С

 - that the Merchant has complied with this Agreement.



12.5 Neither the receipt by the Bank of any transaction information nor any payment by or other act or omission of the Bank (other than an express written acknowledgement or waiver ereof by the Bank) shall constitute or be deemed to constitute any acknowledgement or waiver of compliance by the Merchant with any of the warranties specified in Clause 12.4 above or any other provision of this agreement.

- The Merchant can receive payment from the Bank of the net amount due to the Merchant as reflected in the transaction information or of the settlement amount: 13.1
 - a. The Next Day Payment Plan - in which the Bank shall make payments to Merchant within one (1) day of receiving the transaction information or arriving at the settlement
 - b The Three Day Payment Plan - in which the Bank shall make payment to the Merchant within three (3) days of receipt of the transaction information or arriving at the
 - The Seven Day Payment Plan in which the Bank shall make payment to the Merchant within seven (7) days of receipt of the transaction information or arriving at the settlement amount or
 - The Extended Payment Plan in which the Bank shall make payment to the Merchant within twenty eight (28) days of receipt of the transaction information or arriving at the settlement amount; or
 - such other payment plan as may be agreed between the parties hereto.
- 13.2.1 In the event the day on which payment is required to be made by the Bank under the respective payment plans falls on a day other than a business day for the Bank, the Bank shall make the said payment on the next business day.
- 13.2.2 The Discount payable by the Merchant will depend amongst other things on the payment plan chosen by the Merchant as agreed to by the Bank.
- 13.2.3 The Bank shall make payment to the Merchant by crediting the account of the Merchant maintained with the Bank or to such other account as notified by the Merchant to the Bank or by such other means as agreed in writing between the parties from time to time.
- Payment by the Bank shall be without prejudice to any claims or rights which the Bank may have against the Merchant and does not constitute any admission by the Bank as to the performance by the Merchant of its obligations under this Agreement and the amount payable to the Merchant. 13.2.4
- The Bank may debit the account of the Merchant, set off or deduct from any payment due to the Merchant or seek immediate reimbursement from the Merchant a of the amount of any refund due to any refund due to any Cardholder in accordance with the refund procedure set out in Clause 12.3 above; 13 2 5

 - b if the Bank has made an overpayment to the Merchant due to mathematical errors or otherwise;

 - if any other sums are due from or payable by the Merchant to the Bank; at the Bank's discretion, an amount equal to interest at the rate then currently charged to Cardholders in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgment obtained) on the amount of any transaction information or the information relating to the refund which is not presented a required under this Agreement within the specified period.

 In the event the Bank suspects, on reasonable grounds, that the Merchant has committed a breach of this Agreement or committed an act of dishonesty or fraud against the Bank, the
- 13.3 Bank shall be entitled to suspend all payments under this Agreement to the Merchant pending the conclusion of an inquiry thereto by the Bank.
- 13.4 The Bank reserves the right to vary the Discount/Commission rate from time to time, with prior written notice to the Merchant.

CHARGES TO CARDHOLDERS

The Merchant shall not require any Cardholder to pay a surcharge or to pay any part of the Discount payable by the Merchant whether through any increase in price or otherwise or to pay any other fee in connection with the transaction relating to the use of a Card

CHARGEBACK 15.

The Bank shall be entitled at any time to refuse total or partial payment to the Merchant and/or debit the account of the Merchant with such amount and/or seek immediate reimbursement from the Merchant for any amount already paid to the Merchant in the event of a breach by the Merchant of any of the terms and conditions of this Agreement including but not limited to any of the following situations

- the transaction is for any reason unlawful or unenforceable; the Cardholder's signature is missing;
- С the Cardholder's signature on the Charge Record Form or any other document required to be signed by the Cardholder in relation to the transaction is a forgery or the Cardholder's signature on the document does not match the signature on the Card used for the transaction; the copy of the sales slip or invoice of the Merchant or any other document required to be signed by the Cardholder in relation to the transaction presented to the Bank or
- retained by the Merchant is incompatible with any copy provide to the Cardholder;
 Cardholder's account number is found to be omitted, incomplete or invalid or Cardholder's account number is not imprinted on the Charge Record Form;
 the Card presented to the Merchant in respect of the transaction has been altered or had not yet become valid or had expired at the time of the transaction;

- the Card presented to the Merchant in respect of the transaction was listed in a warning list or any other communication or advice (in whatever from) from time to time issued or made available by or on behalf of the Bank to the Merchant; the price charged to the Cardholder was in excess of the price at which the goods supplied or the services performed were supplied by the Merchant for cash;
- the sales price was in excess of the Floor Limit and no prior authority therefore was obtained from the Bank; the goods and/or services covered by the transaction are rejected or returned or the transaction or part thereof is invalid, cancelled or terminated by a Cardholder or if the Merchant fails to provide at all or to the Cardholder's satisfaction goods and/or services to the Cardholder;
- the Charge Record Form or any part thereof is illegible, incomplete or unsigned or not prepared or completed or submitted in accordance with this Agreement; the Cardholder disputes the nature quality or quantity of the goods and/or service covered by the transaction;
- any information presented electronically to the Bank in respect of the transaction is not received in accordance with this Agreement:
- the Bank has requested evidence in accordance with Clause 22 in relation to the transaction which the Merchant has failed to provide; the transaction information required to be presented in respect of the transaction is not presented to the Bank within the agreed time;
- the Cardholder disputes or denies the transaction or the sale or delivery of goods and/or services covered by the transaction within reason; in seeking Authorization for a transaction the Merchant has given an incorrect Cardholder's name or Card account number to the Bank; transaction is charged more than once to Cardholder's account due to the deposit of an incorrect copy of a Charge Record Form by the Merchant;
- the Bank reasonably believes that the transactions are irregular:
- the Bank is of the opinion that there are suspicious circumstances surrounding the transaction; the Bank is of the opinion that the submission of the transaction information by the Merchant is out of the normal pattern;

- the issuing bank refuses to honour the sales slips presented by the Merchant; notwithstanding the provisions of Clause 7.1 hereof, the circumstances of the transaction were so suspicious that the Merchant should have realized that the Card is a counterfeit or stolen and should have therefore declined the transaction.

USE OF MERCHANTS NAME

The Merchant irrevocably authorizes the Bank to include the Merchants name in any directory or promotional material produced in connection with the products and services of the Bank including the acceptance of the Card.

DISPLAYING SYMBOLS AND NAMES 17.

The Merchant shall display such signs and materials of the Bank including current symbols and names of cards as well as promotional material provided only by the Bank to inform the public that the Card will be honoured at the Establishments. The right to use or display such signs symbols and material and names by the Merchant shall continue only so long as this Agreement remains in force or until the Merchant is notified by Bank that the Merchant must cease such usage or display.

18.

The rate of the Discount shall be advised by the Bank from time to time and shall be subject to change by the Bank with notice to the Merchant.

FLOOR LIMIT 19.

21.

The Floor Limit(s) shall be advised by the Bank from time to time and shall be subject to change by the Bank with notice to the Merchant. Unless otherwise advised the Floor Limit shall

MINIMUM TRANSACTION AMOUNT 20.

The Merchant shall not require or post signs indicating that they require a transaction amount below which the Merchant shall refuse to honour otherwise valid Cards

TRANSACTIONS EFFETED IN BREACH OF THE AGREEMENT

Without prejudice to the Bank's right to terminate this Agreement under Clause 30, the Bank shall be authorized to debit the account of the Merchant or deduct from any payment or refund due to the Merchant, any sum claimed by that cardholder if such claim arises from a breach by the Merchant of any of the terms or conditions contained in this Agreement. In the event that the Merchant does not have an account with the Bank or there are insufficient funds available therein, the Merchant shall forthwith on demand by or on behalf of the Bank pay to the Bank the amount of the said clam to the extent to which such funds proves inadequate.

For the avoidance of doubt, the Merchant expressly agrees that the ability of the Bank to demand payment from the Merchant under this clause shall continue after the termination of

this Agreement and in respect of claims made by Cardholders at any time after the termination of the Agreement.

EVIDENCE AND DOCUMENTS 22. 22 1

The Merchant will promptly on the Bank's request (and whether or not the same is disputed by the Cardholder) produce to the Bank evidence satisfactory to the Bank of the Cardholders authority for the Cardholders Card account to be debited with any transaction amount and (but without prejudice to the foregoing) will retain all documents and records relating to each transaction for a period of not less than eighteen (18) months thereafter and produce the same to the Bank on request.

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

MAINTENANCE OF EQUIPMENT AND/OR IMPRINTER(S) 23.

- In the case of Equipment provided by the Bank,
 a The Merchant shall maintain the Equipment in good condition;
 - b It is the sole responsibility of the Merchant to safe-keep and control the use of Equipment. The use of the equipment shall be deemed to be authorized and sanctioned by



- As between the Bank and Merchant, all persons using the Equipment shall be deemed to be agents of the Merchant. The Bank shall not be responsible for any disputes whatsoever arising between the Merchant and its agents or its customers. The Merchant shall indemnify the Bank against all claims losses costs expenses and liabilities whatsoever that may be suffered, incurred or sustained by the Bank as a result of or arising from the use or misuse of the Equipment;
- d
- Any Equipment supplied to the merchant shall remain the property of the Bank and shall be surrendered to the Bank on demand;
 The Merchant shall also provide such responsible assistance for the prevention and detection of fraud in respect of usage of the Equipment;
 The Bank may charge the Merchant the costs of the Equipment and/or the costs of repairing the Equipment if the Equipment was damaged as a result of the improper
- handling by the Merchant;
 All Equipment shall be returned to the Bank upon termination of this Agreement or upon the Merchant ceasing to do business for any reason or as and when required to g do so by the Bank.
- 23.2 In the case of Equipment provided by the Bank, the Merchant shall not
 - sell, assign, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the Equipment or any encumbrance on the Equipment to be created;
 - b remove, conceal or alter any markings, tags or plates attached to the Equipment or any part of the Equipment which indicates the ownership of the Equipment by the Bank, or
 - cause or allow any action to be taken that will affect the Bank's right to access, repossess or dispose of the Equipment or otherwise to encumber or in any way jeopardize the Equipment, whether by any act of a customer or any of its servants or agents or by any other factor within its control. С
- 23.3 Subject to the provisions of Clause 26 hereof, in respect of Equipment provided by the Bank, the Bank shall be responsible for any servicing, repairs or replacement required to be carried out to the Equipment. For this purpose the Merchant shall allow the Bank, its representative, contractors or agents to have access to the Equipment at all times.
- The Merchant shall not permit any third party to perform any maintenance services on the Equipment provided by the Bank or to effect modifications enhancement or engineering 23.4 changes to the said Equipment without the prior written consent of the Bank.

REMOVAL AND CESSATION OF BUSINESS 24.

The Merchant shall inform the Bank in the event of the closure of any of its Establishment and/or the transfer or sale of its business to another person at least thirty (30) working days prior to the effective date of closure, transfer or sale.

DISCLOSURE 25

The Merchant hereby authorizes the Bank to disclose any information relating to the Merchant's Account or the conduct thereof, the Merchant's particulars and affairs (financial or otherwise) to any party, including but not limited to any person, corporation, bank financial institution, any of the Bank's branches and related companies and to obtain such information from any such party.

DISCLAIMER 26.

- The Bank shall not be under any liability to the Merchant or any of the Merchant's customers for the inaccuracy or invalidity of any point of sales Authorization communicated by the Bank hereunder except for the Bank's gross negligence and willful default and the Merchant shall indemnify the Bank for any claims arising therefrom. 26.1
- Except as expressly provide to the contrary in this Agreement, all terms, conditions, warranties, undertakings inducements or representations whether express, implied, statutory or otherwise relating in any way to the System are excluded. Without limiting the generality of the preceding sentence the Bank shall not be under any liability to the Merchant for any loss or damage (including consequential loss or damage) however caused which may be suffered incurred by the Merchant or which may arise directly or indirectly in respect of the 26.2 Equipment or as a result of failure or error in the Equipment or the System.

27. 27.1

- The Merchant will indemnify the Bank on demand in respect of any action, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by the Bank arising directly or indirectly from or in connection with:

 - any failure by the Merchant to comply with the provisions of this Agreement and/or;
 any transaction between the Merchant and Cardholder and including but without prejudice to foregoing any or an alleged misrepresentation or breach of contract or other
 breach of duty by the Merchant (or any of the Merchant's officers, employees or agents) to any Cardholder;
 - the Bank acting on instructions received from the Merchant through facsimile or email.
- The Bank will be entitled to have full conduct of all proceedings and negotiations relating to any such claims and in its discretion to accept, dispute, compromise or otherwise deal with 27.2 and shall be under no liability in respect thereof to the Merchant and the Merchant will provide any assistance in connection with any such claim that the Bank may require.

CONFIDENTIALITY 28. 28.1

- The Merchant will not, without prior written consent of the Cardholder use or disclose information of the Cardholder or his/her transactions howsoever obtained and in whatsoever form the information shall take to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transaction and the Merchant's insurers and professional advisers) unless such disclosure is required by law or by a court.
- The Merchant shall not, without prior written consent of the Bank, use or disclose information howsoever obtained and in whatsoever form of the business of the Bank or the System or 28.2 this Agreement, to any third party (other than to the Merchant's agents for the sole purpose of assisting the Merchant to complete or enforce the transaction and the Merchant's insurers and professional advisers) unless such disclosure is required by law or by a court.

29. ACCOUNT NUMBER INFORMATION

The Merchant shall not sell, provide exchange a Cardholder's name or Card account information in the form of imprinted Charge Record Forms, carbon copies of Charge Record Forms, mailing lists, tapes, or other media obtained through transactions effected on a Card to an third party other than to the Merchant's agents for the purpose of assisting the Merchant in its business, to the Bank, to Card Issuer through the Bank or unless required to do so by a court.

TERMINATION 30. 30.1

This Agreement may be terminated

- by the Merchant giving to the Bank at least thirty (30) days prior notice in writing or
- by the Bank forthwith, without prejudice to due completion and payment in respect of all transactions processed and accepted by the Bank on or before ii.

In the event of termination, the Merchant shall present all completed transactions to the Bank's representative at the time of termination. However, subject to Clauses 12.3, 13.6 and 15, payment for all such items received will only be made to the Merchant after the payment is successfully collected by the Bank from the Card Issuer(s) and in any event only after 180 days from the date of the receipt by the Bank of the transaction information relating to that transaction. Where any refund claimed by the Bank exceeds the amount due to the Merchant the difference thereof shall be a debt due from the Merchant to the Bank and be forthwith payable by the Merchant to the

- In the event the Merchant has informed the Bank under Clause 24 above of the closure, transfer or sale of its business, this Agreement shall terminate at the expiry of the period of thirty (30) days required to be given under the said Clause 24. Provided however, until the Merchant returns the Equipment to the Bank the Merchant shall remain liable for any transactions effected through the use of the Equipment provided to the Merchant. 30.2
- 30.3 Upon such termination the Merchant shall forthwith and at the Merchant's expense return to the Bank the Equipment and all related documentation.
- Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to be effective on termination and (but without prejudice to the foregoing) Clauses 12.3, 13.6, 15, 21, 22, 27 and 28 and this Clause shall remain in full force and effect notwithstanding termination. 30.4
- 30.5 Any transaction presented to the Bank for payment after the termination date, whether it bears Authorization or not, shall not be paid by the Bank.

ASSIGNMENT

- 31. This Agreement is not assignable by the Merchant.
- 31.2 The Bank is entitled at any time, with notice to the Merchant, to assign this Agreement or any of the Bank's obligations hereunder and/or to sub-contract or appoint any agent to carry out any of the Bank's obligations herein.

REPRESENTATIONS

The Merchant acknowledges and agrees that the Merchant has not entered into this Agreement in reliance on any representation statement or warranty (whether written or oral and whether express or implied) made by or on behalf of the Bank other than such as are expressly set out herein.

33.

32

The failure by the Bank to enforce at any time or for any period anyone or more of the terms or conditions of this Agreement shall not be a waiver of the rest of them right at any time subsequently to enforce all terms and conditions of this

34. PROHIBITED SERVICE ESTABLISHMENT CATEGORIES 34.1

- a.
- A Service Establishment shall be deemed to operate in a prohibited Service Establishment category if the Service Establishment;
 a. sells goods or services using deceptive or predatory practices and/or in violation of requirements of law applicable to any Participant, Service Establishment, Card Acquirer, Card Issuer and, including laws prohibiting deceptive practices, whether or not in conjunction with the sales of goods or services, including prostitution, pornography, or "counterfeit goods" (as defined below) where prohibited by law. "counterfeit goods" shall mean products or goods that are imitations fraudulently produced with the intent to be sold as if they were authentic or to violate protection under applicable trademark, patent or copyright laws.
- b. Any activity or service that facilitates the direct or indirect sales and/ or distribution of child pornography and human trafficking and exploitation.



- c. Sells any goods or products that consist of endangered species or their products (any species included in any one of the appendices to the Convention on International Trade of Endangered Species).
 d. Offers or sells a type of goods or service or conducts a type of business or operates in a Service Establishment category that is designated by the Card Acquirer, Card
- d. Offers or sells a type of goods or service or conducts a type of business or operates in a Service Establishment category that is designated by the Card Acquirer, Card Issuer as ineligible for Card acceptance including, an entity that does not comply with the definition "Service Establishment" or the terms governing Card acceptance; an entity that operates outside the authorized jurisdiction designated for the Participant; that may cause Card Issuer acceptances marks, or acceptance to experience damage or adverse publicity.
- e. Otherwise engages in transactions for which are illegal where the transaction is occurring, except as otherwise prohibited by the Card Acquirer and/or Card Issuer, under requirements of law, authorization and /or settlement could not be undertaken by a person or from or within the Participant's authorized jurisdiction.
- 34.2 In the event any new prohibited Service Establishment category is set out by the Bank/ Card Issuer/ associated partners/ registered financial or similar institutions, the Merchant shall be duly updated on such prohibited Service Establishment category from time to time.
- The Merchant shall not engage and/or operate in any of the prohibited Service Establishment category set out herein above and/or as set out from time to time, by the Bank, Card Issuer/ associated partners/ registered financial or similar institutions.
- 34.4 Card Acquirer, Card Issuer may use their sole discretion to determine if a Service Establishment is compliant with requirements stipulated herein.

5 GENERA

35.1

- If any provision of this Agreement is or proves to be or becomes illegal, invalid or unenforce able in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in anyway effected thereby.
- Any notice or communication by either party to the other shall be in writing and shall be deemed to have been fully given if either delivered personally or by prepaid registered post addressed to the other party at the appropriate address stated above or at such other address as such parts hereto may hereafter specify to the other party.
- 35.3 The Merchant shall advise the Bank in writing of any change of address, status, contact details or another change, thirty (30) days prior to any change.
- 35.4 The Merchant agrees that the Bank shall have the right at all times to amend these terms and conditions and the most up to date version of the Merchant Terms and Conditions shall be available at www.cargillsbank.com under Cards (refer merchant terms and conditions). Such amendments or introduction of new terms shall be binding on the Merchant upon introduction.

36. VARIATION OF AGREEMENT

The Bank reserves the right at all times to vary or amend these terms and conditions. Any such variation or amendment or introduction will become effective and binding on the Merchant upon notification to the Merchant by ordinary post and if the Merchant is unwilling to accept any such variation or amendment or introduction, the Merchant shall notify the Bank in writing by registered post within five (05) days from the receipt of the notification by the Bank. A notification sent by the Bank by post shall be deemed to have been received by the Merchant on the day following the date of posting.

37. GOVERNING LAW

This Agreement shall be governed and construed in accordance with Laws of Sri Lanka.

IN WITNESS WHEREOF the parties hereto have set their hands hereunto and to one other of the same tenor and date in the manner hereinafter set out.

I/WE CONFIRM THAT THE ABOVE TERMS AND CONDITIONS HAVE BEEN READ AND UNDERSTOOD.

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மேலே தெரிவிக்கபட்டுள்ள விதிகள் நிபந்தனைகளை நான்/நாம் நன்கு வாசித்து விளங்கிக்கொண்டேன்/விளங்கிக்கொண்டோம்.

Merchant No.			
Floor Limit	Local		
	International	//	
(Please tick appropriate	e payment plan)		
Payment Plan			
Next Day Payment I	Plan		
Three Day Payment	Plan		
Extended Payment Plan Disco		Discount Rate	
Business Name			
Name of the Authorized Signatory and Title			For and on behalf of the Cargills Bank Limited



Date

Authorized Signature on Embossed/Rubber Seal