

MERCHANT ESTABLISHMENT AGREEMENT

Retail Merchants Payment Services (RMPS), a company under the laws of Pakistan, having its office at _____, Karachi, Pakistan (hereinafter be referred as “**E-MERCHANTS FACTORY**”, of the first part which expression shall mean and include its successors in interest and permitted assigns)

AND

_____ a company incorporated in Pakistan under the companies ordinance 1984 and having its registered AND/OR office at _____

OR

M/s. _____ a partnership firm acting through its authorized partner Mr./Ms./Mrs. _____ having its principal place of business at _____

OR

Mr./Ms/Mrs. _____ carrying on business in the name and style of _____ having its principal place of business at _____, hereinafter referred to as “Merchant Establishment” which expression shall be deemed to mean and include its successor-in-interest, of the other part

WHEREAS

E-MERCHANTS FACTORY a brand of RMPS provides facilitation of payments through channels including but not limited to QR Code, HCE, NFC, POS, mPOS, USSD, APP, E-Commerce, Biometric, Cash-In, Cash-Out, Cards Issuance, Cards Acceptance, Merchants Signup, Merchants Onboarding, Merchants Training, Merchants Management, Merchants Activation, Merchants SMS Notification , Discount, Loyalty, Cashbacks and transactions processing services through Global Payment Schemes (GPS), Domestic Payment Scheme, Inter-Bank Network (Switch), Financial Institutions (FI), Payment Service Providers (PSP), Payment Service Provider (PSO), Financial Technologies (FinTech), hosted platforms, individuals and entities to its customers (the E-services”).

E-MERCHANTS FACTORY intends to develop a network with commercial establishments to enable its ‘E-Services’ to make payments in relation to purchase of goods and services through the E-Services channels. The Merchant Establishment has agreed to be part of the network of commercial establishments enabling it to undertake transactions through the E- services, in accordance with the terms and conditions hereinafter agreed.

E-MERCHANTS FACTORY has agreed, inter alia, to enter into contract with websites, shops, restaurants and other Merchants Establishment currently and in the future located in Pakistan, under which E-Services are to be honored by such Merchant Establishment in connection with the supply of goods and/or services by the Merchant Establishments. And whereas the Merchant Establishment desires to be part of the network of commercial establishments using and providing the facilities detailed hereunder.

Merchant Establishment is in the business of selling goods /services and intends to provide the facility of purchasing of goods and services to its Customers through website/online store/Retail Store;

The Merchant Establishment is desirous to utilize set of services of "E-Services" solution to enable it to sell the goods and service and allow customers to make purchase through its website,

E-Merchants Factory has agreed to offer the desire set of E-Services solution.

The Parties are entering in to this Agreement subject to the terms and conditions contained herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

1. DEFINITIONS

1.1 When used in this Agreement, unless the context otherwise requires, each of the terms set forth herein below definitions shall apply. Words importing the singular include the plural and *vice versa* where the context necessitates:

"Authorization / Authorization Code" means a code provided to the Merchant generated subsequent to transaction request received on the Merchant Establishment and processed by the Bank / GPS;

"Bank(s)" means the partner banks of E-Services existing in Pakistan and allowing payment through E-Services;

"Banking Account" means the banking account of the Customer with any of the Bank(s);

"Business Days" means the days scheduled banks in Pakistan are open in Pakistan for business;

"Customer" mean the customers of the Merchant Establishment desirous to make payment to the Merchant Establishment through the E-Services;

"Delivery" means, in respect of a Product, delivery of the Product by a reputed courier /parcel service to the Customer at the address specified by the Customer in this behalf, or in respect of a Service, delivery/performance of the Service, proof of which shall be submitted by the merchant electronically to E-Merchants Factory and the Issuer Banks upon request. E-Merchants Factory and the Issuer Banks reserve the rights to call for physical proof of delivery in respect of a Service, delivery/performance of the Service. All proof of delivery of Products shall

be maintained by the Merchant Establishment for a period of at least one year from the date of delivery by the Merchant Establishment;

"Discount" shall mean % of the relevant Online Transaction amount paid by any Customer for purchasing the goods and services;

"Dispute" means a denial by a Customer that the Customer authorized or participated in an Online Transaction;

"Merchant" or **"Merchant Establishment"** means the party defined in the preamble above and includes the officers, employees and/or agents of the Merchant where the context so requires;

"Merchant's Website" or **"Merchant Shop"** shall mean the website through which the Merchant intends to sell goods / services to its Customer;

"Mobile Banking Application" means the mobile banking facility provided by the Bank to its accounts holders through their mobile banking portal or application;

"Merchant Discount Rate" means the rate/fee charged to a merchant by E-Merchants Factory for payment processing services on transactions as specify in annexure B.

"Online Transaction and / or Transaction" means any transaction effected or to be effected by a Customer with a Merchant for the purchase of Services and/or Products on the Merchant's web portal, by the use of payment instrument issued by bank routed and processed through the Payment Gateway in PKR;

"Transaction Date" in relation to any transaction means the date on which the transaction is affected;

The headings to the clauses are for the purpose of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement or any of its provisions.

"Valid Card" shall mean an unexpired Global Payment Scheme and/or Domestic Payment Scheme Debit, Prepaid or Credit Card issued by any other bank designated to issue such card with an assigned Number Digit, which bears the signature of the person whose is embossed on the card. However the following would not be covered under the ambit of this definition and would be deemed as invalid card:

- (a) A card which is listed as invalid card in any **Banks'** Notice or circular or written communication.

- (b) A card including but not limited to any Bank/GPS, Domestic Payment Scheme Card”, Listed in warning bulletin as an invalid card:

Card shall mean a Valid Card issued by any Bank/GPS/Domestic Payment Scheme.

“Card Member” or member shall mean a person holding a valid “Bank/GPS, Domestic Payment Scheme Card” and whose name appears on the card and include any duly authorized supplementary cardholder (and includes their respective-in-interest).

“Counterfeit Card” shall mean an instrument or device embossed printed, or otherwise bearing “BANK Card /Visa/MasterCard/ UnionPay/PayPak Cards” so as to purport to be “BANK Card /Visa/MasterCard/ UnionPay/ PayPak issued by a member or affiliate because the embossing or printing thereon was not authorized or because the BANK Card / VISA/Master Card/ UnionPay Card/PayPak” has been altered or prefabricated, even through it was validly issued initially and includes any card that is face or a genuine card that has tampered with or a genuine card with a different magnetic strip/Chip/NFC or with magnetic strip/Chip/NFC that has been tampered with:

Valid Charge” is a charge mean through a Valid Card that have been specifically authorized by BANK / GPS/ Domestic Payment Scheme through electronic means, that in every instance are charged by a “Card Member” on a Sale Slip acceptable to BANK / GPS/ Domestic Payment Scheme bearing an imprint of the Valid Card and bearing the same signature as that on the reverse of the Valid Card.

“Sale Slip” mean the form slip for electronic approval provided by BANK / GPS/ Domestic Payment Scheme to the “Merchant “Establishment” that holds, when utilized, the imprint of a Valid Card and the signature of the “Card Member” corresponding to the signature appearing on the reverse of such Valid Card.

“Restricted Card” shall mean the “BANK Card / VISA/Master Card/ UnionPay / PayPak Card” in respect of which usage has been restricted.

2. CHARGE PRIVILEGE

The Merchant Establishment agrees to always permit a “Card Member” to (use E-Services and) charge the purchase of goods and services normally sold by the Merchant Establishment until the validation of Merchant Establishment Agreement. The Merchant Establishment acknowledges that any Valid charge by the “Card Member” creates a direct obligation on E-Merchants Factory to pay it (subject to be the provision of clause 7 hereunder) and the Merchant Establishment agrees not to bill the “Card Member” for the amount of such Valid charge. The Merchant Establishment agrees that the prices charged to “Card Member” will not exceed prices charged to any of its other customers.

3. ACCEPTANCE OF CHARGES

E-Merchants Factory agrees to accept without recourse all Valid Charges, subject to clause 7 hereinafter and the "Merchant Establishment" agrees to accept payment for each Valid Charge in the amount given on the Sale Slip less discount of -----percent (this can be changed by E-Merchants Factory at its sole discretion during the course of this "Merchant Establishment Agreement". If there is a change in the % age then the "Merchant Establishment" will be informed accordingly with the affected change), which shall be banking on the "Merchant Establishment".

4. SUBMISSION OF CHARGES

All charges payable E-Merchants Factory in respect of the transactions entered into by the Card Members, would be intimated to E-Merchants Factory within two (02) days from of such transaction and E-Merchants Factory's liability in respect of the settlement of such charges, in terms this agreement, survive after the expiry of the said two (02) days subject to the fact, however that the Merchant Establishment retain the Sale Slip and the bill and invoices in respect of the transaction for the period of 365 days from the date of the transaction and makes the same available to E-Merchants Factory, as and when requested by E-Merchants Factory.

5. PAYMENT OF CHARGES

(a) Subject to the provision of the clause (b) hereinafter and without prejudice to the right conferred by clause 7 hereinafter, E-Merchants Factory agrees to pay for all Valid Charges received at their office within 15 days of receipt, and except under the circumstance beyond the reasonable control (or as mentioned in the clause 5 (b) of E-Merchants Factory, payment of any charges by E-Merchants Factory shall be without prejudice to any subsequent claim by E-Merchants Factory that such charge was not a valid charge, E-Merchants Factory will be entitled at any time and without any notice to set off adjust outstanding of the "Merchant Establishment" or of any partner or major shareholders (i.e. beneficially owning or controlling shareholding equal to or in excess fifty percent if such "Merchant Establishment") or proprietor thereof who executes this agreement on behalf of the "Merchant Establishment" against all payments due from E-Merchants Factory to the "Merchant Establishment" provided future, that in the event the "Merchant Establishment" fails for whatever reason to reimburse E-Merchants Factory forth with, for any amount demanded hereunder as chargeback's or otherwise, E-Merchants Factory will have the right to recall all finances provided or committed by E-Merchants Factory to the "Merchant Establishment" or to any partner or major shareholder or proprietor thereof as aforesaid and to enforce and to appropriate any security charges to E-Merchants Factory in connection with provision of such finances in order to retire any outstanding due if any payable by such "Merchant Establishment" to E-Merchants Factory hereunder.

(b) Where E-Merchants Factory has reason to believe that any charges have been fraudulently incurred or charged either on an invalid card or in violation of the provisions hereof or where E-

Merchants Factory has reason to investigate or cause to investigate any charges (hereinafter referred to as "suspect charge"). E-Merchants Factory shall be entitled to withhold payment for a period not exceeding 6 months from the due of payment under sub-clause (a) above.

(c) Where E-Merchants Factory has not received the payment from Bank/Visa/MasterCard/UnionPay/PayPak due to any reason whatsoever E-Merchants Factory will not be liable to pay to Merchant Establishment until the faith of that transaction/payment is cleared.

PROVIDED THAT if before expiry of 13 months, E-Merchants Factory determines after due inquiry and investigation that the charge is a Valid Charge and not a suspect charge, E-Merchants Factory shall release such withheld payment.

PROVIDED FURTHER that if within the said period 13 months, E-Merchants Factory determines after inquiry and investigation that any suspect charge is not a charge, E-Merchants Factory shall be under no obligation or liability to effect such payment.

6. OBLIGATION OF MERCHANT

- 1.1 The Merchant shall agree that E-Merchants Factory or assigned company will develop its website/online store.
- 1.2 The Merchant shall agree to accept the online payments through authorized Payment Gateway.
- 1.3 The Merchant shall provide the content, images and prices of products/services to be displayed at websites.
- 1.4 The Merchant shall observe all security measures prescribed by E-Merchants Factory and/or the Merchant's internal security measures as they deem fit under prior intimation to E-Merchants Factory, in respect of the acceptance of any Online Transaction
- 1.5 The Merchant shall ensure to display the logo of E-Merchants Factory at website, shop all the time during the tenure of this agreement.
- 1.6 The Merchant shall keep the credential of website confidential, same should be not shared with unauthorized person under any circumstances.
- 1.7 The Merchant shall deliver the good/service order to the relevant Customer within number of Business Days from the date of Transaction authorization. Provided further that the Merchant shall also comply with the terms and conditions of the Merchants delivery policy (as displayed on the Merchant's Website).
- 1.8 The Merchant shall promptly inform E-Merchants Factory of any security breach, suspected fraudulent data or a suspicious activities that may be connected with attempts to commit a security breach or to use fraudulent data at the Merchant's Website.

1.9 The Merchant warrants that it shall not engage or sell the following products or services:

- a. Firearms
- b. Alcoholic beverages
- c. Explosives
- d. Pornographic materials and services of any kind whatsoever
- e. Live animals
- f. Banned/illegal drugs or other controlled substances
- g. Fireworks or other pyrotechnic devices or supplies
- h. Hazardous materials, combustibles, corrosives
- i. Access or membership of pornographic or illegal sites
- j. Bulk email software or mailing lists
- k. Gambling transactions
- l. Multi-level marketing collection fees
- m. Matrix sites or sites using a matrix scheme approach
- n. Work-at-home information
- o. Website promotion or search engine registration fees
- p. Wire transfer products
- q. Any product or service which is not in compliance with all applicable laws and regulations whether federal, provincial or local laws of the Islamic republic of Pakistan.

7. ACCEPTANCE OF CHARGES WITH RECOURSE-CHARGEBACK

The "Merchant Establishment" agrees that charge accepted by E-Merchants Factory which proves to be uncollectable and which was incurred in any of the following circumstances shall be financial responsibility of the "Merchant Establishment" and be "Merchant Establishment" agrees to pay such unpaid or the charging back of such uncollectable charges, as the case may be, by E-Merchants Factory within any demur or protest within 7 days.

- Any charge which is Valid charge.
- Any charge incurred by a "Card Member" whose card or number was listed in "Bank/VISA/MasterCard/UnionPay/PayPak Card's current Warning Bulletin prior to incurring of the charge by the charge by the "Card Member" for which no authorization was sought by the merchant from the issuer by any means.
- Any charge which was incurred by a "Card Member" outside the date, indicated valid on the Member's Card.
- Any charge incurred involving the forgery of the "Card Member" signature on the Sale Slip.
- Any charge incurred which is based upon a Sale Slip that is incomplete or illegible as to the "Card Member" name, signature, number of the card, or the validity date of the card.
- Any charge received by E-Merchants Factory more than 29 days after the charge was incurred by a "Card Member".

- Any charge which was billed directly by the “Merchant Establishment” to the “Card Member”.
- Any charge for merchandise or services or charges made in circumstances in which the “Card Member” has received any type payment in cash or equivalent in lieu thereof.
- Charges of undeliverable merchandise or services.
- Any charges which the “Card Member” refuses to pay because of the merchandise or service, purchased from the “Merchant Establishment” are not as promised by the Merchant Establishment or where the merchandise defective/not as described.
- Any charges not supported by a Sale Slip, shall not be reimbursed by E-Merchants Factory and E-Merchants Factory shall deduct such charges from the subsequent payment.
- Any charges which was incurred by a visibility altered or tampered card.
- Any charge where the embossed account number (card number) on the card does not correspond with the number printed, encoded otherwise shown on the subject card.
- Any charge which does not meet all the criteria for validity set out in the merchant operating guides or merchant training manuals.
- Any additional fee or charge levied on top transaction amount without prior disclosure of these terms & conditions to cardholder in writing & cardholder agreement for the same in writing.

9. REFUNDS

The merchant must:

1. Establish a fair policy for giving refunds and for exchanges or return of goods for sales transactions.
2. Only give refunds by means of a transaction voucher, a credit note issued by the merchant or an exchange of goods, and not in cash or by cheque. The merchant must disclose the merchant’s refunds policy to the cardholder the time of transaction.
3. At all times act in accordance with the merchant operating guides in processing refunds.

Where a request for repayment against a transaction has been submitted by the Merchant to E-Merchants Factory and if the Merchant accepts a return from a Customer of any goods sold against the Transaction or agrees to make a refund or provide a rebate to a Customer of the amount of the Transaction or any part thereof for any reason, or if the Customer validly cancels the Transaction or claims a refund or rebate to which he is entitled of all or part of the amount of the Transaction.

10. AUDIT

In the event of any dispute involving a transaction if E-Merchants Factory suspects that fraud is involved the merchant establishment authorizes E-Merchants Factory or its agent to enter the merchant’s premises during the merchant normal business hour examine and take copies of the merchant’s books of accounts and other records.

11. TRAINING

The merchant is responsible at the merchant's cost for training the merchant's employees, contractors or agents who are to operate electronic terminate or otherwise process transactions so that those employees agents are familiar with the merchant obligations under the agreement and transactions are processed in accordance with the agreement.

12. IDENTITY

The "Merchant Establishment" will indemnify and hold E-Merchants Factory harmless from any claims, demands, actions, suits or proceedings liabilities, losses, costs, expenses, legal fee of damages claimed against, E-Merchants Factory by any "Card Member" or other person or authority on account of acts or omissions by the "Merchant Establishment" in connection with the sale of goods and services (by the "Merchant Establishment") and the performance this "Merchant Establishment Agreement". The indemnity provided herein shall survive the termination/cancellation hereof in so far as it permits to event which occurred during the subsistence hereof.

13. PUBLICITY

The "Merchant Establishment" agrees to display at its premises any stickers or other material provided by E-Merchants Factory for the purpose of displaying, and also to maintain and distribute promotional material and distribute promotional martial provided by E-Merchants Factory from time to time. The Merchant Establishment will undertake best efforts to promote the use of E-Merchants Factory's E-Services but in all events shall be not less than efforts undertaken to promote the use of any other credit/debit cards, in no circumstances shall "Merchant Establishment" make any representation or take any action discourage use of Cards by existing or prospective customers.

- a) The Merchant agrees to display at its premises any stickers or other material provided by E-MERCHANTS FACTORY for the purpose of displaying, and also to maintain and distribute promotional material provided by E-MERCHANTS FACTORY from time to time. The Merchant shall undertake best efforts to promote the use of the E-Merchants Factory Services but in all events such promotional efforts shall be not less than efforts undertaken to promote the use of any other modes of payment in no circumstances shall the Merchant make any representation or take any action to discourage use of E-Merchants Factory Services by existing or prospective Customers.
- b) E-MERCHANTS FACTORY shall be permitted to use the Merchant's Logo in any way and shall at all the time follow the guidelines (if any) provided by the Merchant in relation to the use of the Merchant Logo. Upon termination of the Agreement both parties shall cease to use and/or display the other parties' logo and trademarks.

14. ELECTRONIC DATA CAPTURE FACILITY

- (a) The Merchant Establishment shall utilize the Electronic Data Capture (EDO) facility to submit to E-Merchants Factory bonafide Valid Card transactions as agrees in terms of the Merchant Establishment Agreement. The written instructions conveyed to the Merchant Establishment from the time by E-Merchants Factory pertaining to the operation & procedure of the EDO facility, shall form an integral part hereof, as if the same expressly set out herein.
- (b) The Merchant Establishment shall use the POS terminal provided by E-Merchants Factory to the "Merchant Establishment" for processing charges and credits in accordance with the written instructions and procedures for the EDO facility advised to the merchant, E-Merchants Factory reserves the right to amend and modify the instructions from time to time.
- (c) E-Merchants Factory shall accept charge date arising out of Valid Cards, transactions made at the "Merchant Establishment" ("Transaction Data") by use of the EDO in lieu of paper Sale Slip and credit vouchers. The "Merchant Establishment" shall collect all the transactions data and submit it to E-Merchants Factory for payment and/or settlement by using the electronic payment processing terminals (POS Terminals) in accordance with the E-Merchants Factory's instruction pertaining to the EDO.
- (d) Whenever the POS Terminals & EDO are functioning, the "Merchant Establishment" shall obtain electronic authorization through their POS Terminals for all made at the "Merchant Establishment", no matter what the amount in the event POS Terminals and/or the EDO are not operating for any reason, the terms of the "Merchant Establishment Agreement with respect to authorization shall apply, and the "Merchant Establishment" shall obtain authorization by telephone or by utilizing the Floor Limit set forth in this Agreement.
- (e) E-Merchants Factory shall have no responsibility or liability for any transaction data evidencing charges made at the "Merchant Establishment" unless and E-Merchants Factory confirms that it has received such transactions data in good order E-Merchants Factory may modify, amend, withdraw, temporary or terminate the EDO without assigning any reason E-Merchants Factory withdraws or terminates the EDO, the parties shall revert to processing Valid Card transaction in accordance with this Agreement. E-Merchants Factory shall not be liable to the "Merchant Establishment" for any direct loss, or damages, claim, or compensation due to any modification, amendment, interruption malfunction or breakdown of the EDC.
- (f) In case of duplicate payments settled through the EDO and/or manual submission, the "Merchant Establishment" is liable to refund the amount on suo moto basis or as required by E-Merchants Factory.
- (g) The EDO contains a settlement feature more fully described in the printed instruction on the EDO facility provided to the "Merchant Establishment" by E-Merchants Factory which the "Merchant Establishment" may utilize for the settlement process for all transactions approved and confirmed in a current batch. A "batch" shall mean the Valid Card Transactions that take place by using the sale option on E-Merchants Factory's POS terminal. The "Merchant Establishment" may operate the settlement process subject to the following:

The settlement process may be operated a number of times per day up to 6pm any settlement conducted after 6pm will be accepted as part of next day's settlement.

15. POINT OF SALE TERMINALS

Point of Sale Terminals for use by the "Merchant Establishment" will be provided in its absolute discretion by E-Merchants Factory on the request of "Merchant Establishment". A refundable deposit per imprinter/point of Sale Terminal provided will be collected in each such case unless E-Merchants Factory otherwise directs. The imprinter/Point of Sale Terminal provided to the "Merchant Establishment" must be returned in good condition (Except reasonable wear and tear) on termination of this "Merchant Establishment Agreement" or forthwith on demand by E-Merchants Factory at any time. For the avoidance of doubt, the "Merchant Establishment" agrees the Point of Sale Terminal are and shall always remain the property of E-Merchants Factory and not those of the "Merchant Establishment"

TERRITORY: Means a defined Area/Space of the business approved, within the POS Terminal/Manual imprinter has to be installed/placed & used authorized to operate as per rules & regulations of Bank/VISA/ MasterCard/UnionPay/PayPak Cards. Point of Sale Terminal will not be transferable/movable from the defined Areas/Space without seeking prior of E-Merchants Factory.

16. TRAINING MONITORING

In order to keep profitable relationship with the "Merchant Establishment" E-Merchants Factory will provide training to the "Merchant Establishment" on "Card", "QR" and "E-Services" Acceptance Procedure, electronic equipment, and prevention of fraudulent activity.

This will be an ongoing procedure E-Merchants Factory shall also monitor "Merchant Establishment" performance a regular basis.

17. CHEQUE CASHING AND/OR CASH REFUNDS

Unless a specific written agreement in this connection is entered into with the "Merchant Establishment" by E-Merchants Factory, no cheques are to be encashed, by the "Merchant Establishment" and E-Merchants Factory will not be responsible for such cheques encashed.

19. TRANSFER OR OWNERSHIP

E-Merchants Factory will be immediately advised in writing by the "Merchant Establishment" of any sale, assignment, lease or transfer in any way of the "Merchant Establishment" or any change in the management or ownership thereof. The rights obtained under this "Merchant Establishment Agreement" are not assignable or transferable without prior written approval of E-Merchants Factory will also be advised in writing by the "Merchant Establishment" regarding

the change in Address of the premises: Change in Type of Business and change in payee Account Title at least 7 working days prior to such change.

20. ALTERATION OF TERMS AND CONDITIONS

E-Merchants Factory shall be absolutely entitled at its sole discretion from time to time to add, delete or modify any terms and conditions contained herein, or to assign all or any of its rights and obligations under “Merchant Establishment Agreement” to any third party by written intimation thereof to the “Merchant Establishment”.

21. GOVERNING LAW AND JURISDICTION

This “Merchant Establishment Agreement” shall be governed by the laws of Islamic Republic of Pakistan and the “Merchant Establishment” submits to the exclusive jurisdiction of the courts in Karachi in respect of any dispute arising out of this “Merchant Establishment Agreement”. Through the Bank shall have the right to connect such matter in courts in Karachi.

22. DURATION

This “Merchant Establishment Agreement” supersedes all the previous agreements between E-Merchants Factory and “Merchant Establishment” and shall remain in effect until terminated by either party on a 30 days written notice. In the event the “Merchant Establishment” fails to observe the terms of this Agreement or commits a breach hereof: E-Merchants Factory will be entitled, without notice and without being required to prove actual breach, to terminate this Agreement immediately. In the event of the “Merchant Establishment” not transacting any Credit/Debit Card business for a continuous period of 06 months. E-Merchants Factory reserves the right to cancel the “Merchant Establishment” affiliation.

23. USE OF THE TRADEMARKS

- (a) The “Merchant Establishment” shall obtain the prior approval writing of E-Merchants Factory, before it uses any of the services marks of Bank/VISA/MasterCard/UnionPay/PayPak Card, for any publication of promotional or advertising material.
- (b) The “Merchant Establishment” hereby authorizes E-Merchants Factory for the term of this Agreement to publish the name, address, telephone number and logo, of the member establishment in all the correspondence, circulars or publication of E-Merchants Factory and to provide such information for circulation to the Card Members.
- (c) The Member Establishment shall obtain from E-Merchants Factory approval in writing, prior to use for E-Merchants Factory’s service marks, trademarks and/or trade names of E-Merchants Factory, in any promotional and adverting material.
- (d) E-Merchants Factory will be entitled at any time to disclose any and all information concerning the merchant within the knowledge and possession of E-Merchants Factory to any person or

institution in connection with the payment card facility provided by E-Merchants Factory, including the interlaid information relating to the termination of this agreement. This clause will survive the termination of this agreement.

24. AUTHORITY

By signing this agreement the “Merchant Establishment” represents that the signatory hereof has full authority to execute this agreement on behalf of the “Merchant Establishment” and to bind the “Merchant Establishment” to the terms, condition and obligations contained in this “Merchant Establishment Agreement”

25. CONFIDENTIALITY

- (a) The Merchant Establishment agrees that all information coming to the knowledge regarding the Member Establishment, Card Members or any other information concerning either E-Merchants Factory’s credit transactions or other procedure (information) shall remain strictly confidential and shall not be divulged to any third party except as may be required by Law. The obligation of merchant under this clause shall survive even subsequent to termination of this agreement.
- (b) Notwithstanding the above clause the Merchant Establishment and E-Merchants Factory shall treat all information of the Card Members and the Members Establishment as personal and private information even after termination of this agreement. E-Merchants Factory shall only reveal the information if:
 - (i) E-Merchants Factory is legally complied to disclosure:
 - (ii) There is a duty to the public to disclose
 - (iii) It’s in E-Merchants Factory’s interest: or
 - (iv) The Card Member and or the Merchant Establishment has requested or consented to disclosure of the information.
- (c) E-Merchants Factory may at any time and for any purpose, disclose information relating to the Card Member’s card account. The use of the card the particular and financial of the card members to the Head Office, or any other branches, subsidiaries or associated entities of E-Merchants Factory wherever located, any government or regulatory agencies or authorities, any local and international Bank/VISA/MasterCard/UnionPay/PayPak Card Network or to any person or concern or authority or Merchant Establishment or to any of them as them as E-Merchants Factory may, in its sole discretion, deem appropriate.

26. RESOLUTION OF DISPUTES

The parties shall endeavor to settle amicably disputes arising out of this agreement. The disputes which cannot be settled shall be referred to the competent court having jurisdiction in Karachi.

VOID TRANSACTIONS & CHARGEBACK

4.1 The following transactions shall be deemed void:

(a) A transaction that appears to be or there is reason to believe, that the transaction has been processed due to any error, negligence, misconduct, fraud or illegality by the Merchant, its employees, or someone acting on behalf of the Merchant.

(b) Transactions not in compliance with any of the terms of this Agreement or your usage of the E-Merchants Factory Services.

(c) Transactions processed without prior authorization or approval, where such authorization or approval is mandatory under the terms of this Agreement, required by E-MERCHANTS FACTORY or the concerned Bank through and has been intimated to the Merchant or otherwise required under law.

(d) The transaction is for any reason disputed or reversed by the network, the Software, or a E-MERCHANTS FACTORY customer or the member **FIs**.

4.2 The Merchant shall be solely responsible in the event of a void Transaction (as stated in clause 5.1 above), The Merchant acknowledges that a void transaction shall at any time be reversed or charged back to the Merchant's designated account by E-MERCHANTS FACTORY, at its sole discretion (the "Chargeback").

4.3 The Merchant further acknowledges that E-MERCHANTS FACTORY and/or the member **FIs** shall not be required for the settlement and transfer of any funds from the Customer's E-Merchants Factory services account to the Merchant E-Merchants Factory services account, in the event that a transaction is found to be invalid. Provided further, **where a transaction is found to be invalid pursuant to transfer of funds from the concerned banks account into the Merchant's account, the merchant**

concerned Shall be liable to ensure that such erroneously transferred funds are returned to E-MERCHANTS FACTORY and/or the member **FIs**.

under the sole and absolute ownership of E-MERCHANTS FACTORY. The Merchant shall not in any manner personally use or make available for use to a third party any data which is developed or collected from Customers or otherwise in relation to the E-Merchants Factory Services or in pursuance of this Agreement. The Merchant acknowledges the disclosure of any such information shall cause irreparable loss to the business of E-MERCHANTS FACTORY. Accordingly, in the instance of any such breach,

E-MERCHANTS FACTORY shall be entitled to obtain injunctive orders from a competent court of law, without prejudice to any other remedy available under law.

E-MERCHANTS FACTORY hereby grants to the Merchant a restricted, revocable, non-exclusive, non-transferable license to use E-MERCHANTS FACTORY's trademarks and associated products and **FIs** trademarks to identify and solely in relation to the E-Merchants Factory Services. The Merchant agrees that it shall not any time during or after this Agreement assert or claim any interest in or do

anything that may adversely affects the validity of any trademark, trade name or product design, layout, label or any other intellectual property belonging to or licensed to E-MERCHANTS FACTORY.

10. SECURITY OBLIGATIONS

The Merchant acknowledges that pursuant to this Agreement, the Merchant shall gain access to certain information, the security of which is imperative to maintain. Accordingly, the Merchant undertakes to (i) Take all reasonable steps to protect the security of the electronic device or software through which the E-Merchants Factory Services are provided (ii) Not allow anyone third party, other than the employees of the Merchant to use their account details of the Merchant, including username and password details. The Merchant further undertakes to comply with all reasonable instructions, as may be issued by E-MERCHANTS FACTORY from time to time regarding account access and security, In the event of any disclosure of such information due to any act, omission or negligence of the Merchant, E-MERCHANTS FACTORY shall not be liable to the Merchant for any losses or damages. Indemnifications?

11. SUSPENSION

The Merchant acknowledges that the E-Merchants Factory Services may be suspended from time to time, whether due to any factors including but not limited to routine maintenance, downtime, errors, glitches or others interruptions. Under no circumstances shall E-MERCHANTS FACTORY be liable for any duration for which the E-Merchants Factory Services are unavailable due to such suspension.

13. TAX

The Merchant hereby undertakes to be liable for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection or use of the Services, Software, POS Terminal and/or other ancillary services (the "Taxes"). In addition, the Merchant shall be solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the Appropriate tax/revenue authorities.

2. REPRESENTATIONS AND WARRANTIES

E-Merchants Factory and the Merchant in their individual capacity, hereby represent and warrant to the other as follows;

2.1 that this Agreement is authorized by their respective board of directors/Owners and that they have the power to enter into the Agreement and have by all appropriate and required corporate action, authorized the execution of the Agreement;

- 2.2 that each of them in respect of their own business affairs and finances, has disclosed in writing to the other, all matters specifically relating to their respective businesses and finances, which could affect their individual ability to perform their obligations under the Agreement and that all such information is accurate in all material respects and no material fact, the omission of which would make such a statement misleading, has been omitted; and
- 2.3 neither the execution of the Agreement, nor the compliance by them with the terms of the Agreement which apply to them individually, will constitute a breach of or cause a default under any agreement or other undertaking, instrument or obligation to which they are a party or which is binding upon them or any of their assets to an extent or manner which might materially and adversely affect their ability to perform their respective obligations under the Agreement.

3. COMMUNICATION

- 3.1 All notices, agreements, requests, instructions, permissions, approvals, demands and other communications shall, unless expressly permitted in writing to be made by telephone under this Agreement, shall be in writing and to the addresses of the Parties given below:

Notices to E-Merchants Factory:

Contact: _____

Address: _____

Phone No: _____

Notices to Merchant:

Contact: _____

Address: _____

Phone No: _____

4. FORCE MAJEURE

6.1 Neither Party shall be liable for any delay or non-performance under this Agreement caused by any event beyond its reasonable control, including, but not limited to, an act of God, war, invasion, act of foreign enemies hostilities (regardless of whether war is declared), Government restrictions, public disorder, riots, epidemics, violent demonstrations, sabotage, civil war, terrorism, military or usurped power of confiscation, nationalization, Government sanction, strike, interruption, political unrest, interruption or failure of electricity or telephone service, fire accident or other unforeseeable or unavoidable circumstances against which reasonable precautions could not have been taken (a “Force Majeure Event”) provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations under this Agreement.

6.2 If the Force Majeure Event continues for more than 1 (one) month, the Party not subject to the Force Majeure Event may terminate the Agreement by notice in writing to the other Party.

5. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

Either Party shall ensure business continuity planning and disaster recovery processes (if applicable) at their side in such manner that shall meet disaster recovery requirements.

6. SETTLEMENT OF FUNDS

7.1 The Merchant shall agree on the commercial terms as define in the annexure C of this agreement.

7.2 The Merchant shall specify the option of payment to receive the settlement amounts in PKR for valid Online Transactions in annexure B.

7.3 The settlement period against all payment options is given below for reference, however, funds may be hold for longer period:

PAYMENT OPTION	SETTLEMENT PERIOD
Funds Transfer Into Account With Settlement Bank	T+2 Second Working Day Of Transaction
Funds Transfer Into Other Bank Account	T+3 Third Working Day Of Transaction
Pay Order	T+4 Fourth Working Day Of Transaction

PAYMENT & SETTLEMENT

3.1 (a) For all the transactions undertaken between the Merchant Establishment and E-Merchants Factory, the Merchant Establishment has the option to open an account with E-Merchants Factory's Acquiring Bank for real time settlement or the Merchant can request for settlement in his existing account, Funds of which will be settled.

3.2 For each transaction undertaken between the Merchant and the E-MERCHANTS FACTORY Customer, E-MERCHANTS FACTORY will Charge the Merchant a transaction fee, "Merchant discount Rate" as follows rates:

- 3.2.1 Payment via QR: 1.00% + FED
- 3.2.2 Payment via NFC: ____% + FED
- 3.2.3 Payment via POS: ____% + FED
- 3.2.4 Payment via E-Commerce: ____% + FED

3.3 Any Revision, change or adjustment of the Transaction Fee shall be communicated to the Merchant from time to time and shall be binding.

3.4 Any and all payments made by E-MERCHANTS FACTORY under this agreement shall be paid after deduction of any applicable taxes, the transaction Fee and/or Chargeback if any.

3.5 E-Merchants Factory acknowledges and agrees that all transactions pertaining to settlement of accounts through debit or credit of the Merchant's account shall be subject to the approval of the Merchant

27. EFFECTIVE DATE

The Merchant Establishment Agreement shall take effect from.....

In witness whereof the parties has executed this agreement on the date mentioned above.

I, on behalf of the "Merchant Establishment" confirm that in the event my signatures herein below differ materially from the signatures on my computerized National Identity Card, E-Merchants Factory is authorized to rely on my agreement and/or communication signed or purported to be signed by me in the manner given below:

IN WITNESS WHEREOF the Parties, acting through their duly authorized representatives, have put their respective hands on this Agreement on the day, month and year hereinabove mentioned.

For and on behalf of Merchant	For and on behalf of E-Merchants Factory
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Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Seal: _____	Seal: _____
WITNESSES:	
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
CNIC #: _____	CNIC #: _____

