

# ORELPAY MERCHANT ONBOARDING FORM



Merchant Name :

Merchant ID :

Date Onboarded :

Merchant Category :

File No :



PID Details (NIC/DI/PP) \*

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**PARTNER'S OR DIRECTOR'S DETAILS (C/P)**

NO	FULL NAME	ADDRESS	NIC NO	CONTACT DETAILS
1				
2				
3				
4				
5				
6				

**DETAILS OF THE SHAREHOLDERS / MEMBERS** (Full Name of Major Shareholders with equity interest of more than 10% Share) **(C)**

NO	FULL NAME	ADDRESS	NIC NO	CONTACT DETAILS
1				
2				
3				
4				

Date of Business Registration \*

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Date of Business Started from \*

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PEP Status of Partner Details and/or Shareholders - Yes or No (PEP - Politically Exposed Person)

\* Mandatory for all types of Businesses (C) - Mandatory for Companies (P) - Mandatory for Partnership

Nature of the Business \*

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Income Tax File No <sup>(C)</sup>

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**PRIMARY BANK DETAILS \***

Savings    Current    Joint

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Amana Bank<br><input type="checkbox"/> Hatton National Bank<br><input type="checkbox"/> Bank of Ceylon<br><input type="checkbox"/> Cargills Bank<br><input type="checkbox"/> Central Finance PLC<br><input type="checkbox"/> CITI Bank<br><input type="checkbox"/> Citizen Development Business PLC<br><input type="checkbox"/> Commercial Bank<br><input type="checkbox"/> Commercial Leasing and Finance<br><input type="checkbox"/> DFCC Bank | <input type="checkbox"/> HSBC<br><input type="checkbox"/> Lanka Orix Finance PLC<br><input type="checkbox"/> LB Finance PLC<br><input type="checkbox"/> MCB Bank<br><input type="checkbox"/> National Development Bank<br><input type="checkbox"/> National Savings Bank<br><input type="checkbox"/> Nations Trust Bank<br><input type="checkbox"/> Pan Asia Bank<br><input type="checkbox"/> Peoples Bank | <input type="checkbox"/> Public Bank<br><input type="checkbox"/> Sampath Bank<br><input type="checkbox"/> Sanasa Development Bank<br><input type="checkbox"/> Senkadagala Finance PLC<br><input type="checkbox"/> Seylan Bank<br><input type="checkbox"/> Standard Chartered Bank<br><input type="checkbox"/> Union Bank |
|---|--|--|

Branch

Account Holder's NIC No. <sup>(S)</sup>

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A/C Number

--

A/C Name

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SMS Confirmation 1

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SMS Confirmation 2

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**SECONDARY BANK DETAILS**

Savings    Current    Joint

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Amana Bank<br><input type="checkbox"/> Hatton National Bank<br><input type="checkbox"/> Bank of Ceylon<br><input type="checkbox"/> Cargills Bank<br><input type="checkbox"/> Central Finance PLC<br><input type="checkbox"/> CITI Bank<br><input type="checkbox"/> Citizen Development Business PLC<br><input type="checkbox"/> Commercial Bank<br><input type="checkbox"/> Commercial Leasing and Finance<br><input type="checkbox"/> DFCC Bank | <input type="checkbox"/> HSBC<br><input type="checkbox"/> Lanka Orix Finance PLC<br><input type="checkbox"/> LB Finance PLC<br><input type="checkbox"/> MCB Bank<br><input type="checkbox"/> National Development Bank<br><input type="checkbox"/> National Savings Bank<br><input type="checkbox"/> Nations Trust Bank<br><input type="checkbox"/> Pan Asia Bank<br><input type="checkbox"/> Peoples Bank | <input type="checkbox"/> Public Bank<br><input type="checkbox"/> Sampath Bank<br><input type="checkbox"/> Sanasa Development Bank<br><input type="checkbox"/> Senkadagala Finance PLC<br><input type="checkbox"/> Seylan Bank<br><input type="checkbox"/> Standard Chartered Bank<br><input type="checkbox"/> Union Bank |
|---|--|--|

\* Mandatory for all types of Businesses   (C) - Mandatory for Companies   (P) - Mandatory for Partnership

(S) - Sole Proprietor

Branch

Account Holder's NIC No.

Grid for Branch and Account Holder's NIC No. details.

A/C Number

Grid for A/C Number details.

A/C Name

Grid for A/C Name details.

SMS Confirmation 1

Grid for SMS Confirmation 1 details.

SMS Confirmation 2

Grid for SMS Confirmation 2 details.

NON-COMPANY BANK DETAILS

Savings Current Joint

- List of bank options: Amana Bank, Hatton National Bank, Bank of Ceylon, Cargills Bank, Central Finance PLC, CITI Bank, Citizen Development Business PLC, Commercial Bank, Commercial Leasing and Finance, DFCC Bank.

- List of bank options: HSBC, Lanka Orix Finance PLC, LB Finance PLC, MCB Bank, National Development Bank, National Savings Bank, Nations Trust Bank, Pan Asia Bank, Peoples Bank.

- List of bank options: Public Bank, Sampath Bank, Sanasa Development Bank, Senkadagala Finance PLC, Seylan Bank, Standard Chartered Bank, Union Bank.

Branch

Account Holder's NIC No.

Grid for Branch and Account Holder's NIC No. details.

A/C Number

Grid for A/C Number details.

A/C Name

Grid for A/C Name details.

SMS Confirmation 1

Grid for SMS Confirmation 1 details.

SMS Confirmation 2

Grid for SMS Confirmation 2 details.

Declaration by the Account Holder \*

I hereby, declare that I have no objection in receiving money to the above account on behalf of ..... (Company / Merchant name) and I'm well aware of the National anti-money laundering policy of Sri Lanka.

Signature box for Account Holder.

Account Holder Signature on Rubber Stamp

.....

Date

Merchant Declaration \*

I hereby certify that the information provided above is true and fair to the best of my knowledge and belief.

Signature box for Merchant.

Merchant Signature /Stamp

.....

Date

\* Mandatory for all types of Businesses

**PAYMENT TERMS**

PAYMENT METHOD	VISA / MASTER	AMEX	CURRENT/ SAVINGS ACCOUNT
Commission Rate			
Setup Fee			
Settlement Period			

Effective Date of the Merchant Agreement	
Value of the Bank Guarantee (if applicable)	

.....  
Merchant Signature

.....  
Date

The Parties agree to abide by the terms and conditions of this Agreement herein and understand that the provision and use of the OrelPay Service is subject to the rules and regulations of any relevant regulatory authority.

**EXECUTION:\***

OrelPay Merchant	
<b>By:</b> <b>Name:</b> <b>Designation:</b> <b>Date:</b> <b>Rubber Stamp:</b>	<b>By:</b> <b>Name:</b> <b>Designation:</b> <b>Date:</b> <b>Rubber Stamp:</b>

I/We accept/reject this application to enable this service

Merchant Aggregator – Orange Electric (Pvt) Ltd	
<b>By:</b> <b>Name:</b> <b>Designation:</b> <b>Date:</b> <b>Rubber Stamp:</b>	<b>By:</b> <b>Name:</b> <b>Designation:</b> <b>Date:</b> <b>Rubber Stamp:</b>

I/We accept / reject this application to enable this merchant

Acquiring Bank - Cagills Bank Limited	
<b>By:</b> <b>Name:</b> <b>Designation:</b> <b>Date:</b> <b>Rubber Stamp:</b>	<b>By:</b> <b>Name:</b> <b>Designation:</b> <b>Date:</b> <b>Rubber Stamp:</b>

\* Mandatory for all types of Businesses



# Terms

## 1. APPOINTMENT AND SCOPE OF AGREEMENT

### 1.1 APPOINTMENT

OrelPay hereby appoints .....(Merchant) as a Merchant and the Merchant accepts the appointment as a merchant of OrelPay Service.

### 1.2

#### SCOPE OF THE AGREEMENT

The purpose of this Agreement is to record the terms, conditions, rights and obligations of the Parties in respect of the OrelPay service, and are registered as OrelPay merchants. OrelPay will be the payment facilitator which allows customers to execute transactions using any of the payment options they have registered for, including but not limited to debit card, credit card, mobile payment aggregators, mobile payment wallets, mobile money, current account, savings account and any other payment methods made available on OrelPay from time to time and OrelPay Merchants to accept such payments made by the customers via OrelPay. The method of payment acquiring by OrelPay may include Lanka QR Code.

Lanka QR Code is the national QR Code standard set by Lanka Clear based on the direction of the Central Bank of Sri Lanka.

## 2. WARRANTIES AND REPRESENTATIONS

2.1 The Merchant hereby warrants and represents for the benefit of OrelPay that on the date of this Agreement and throughout the term:

2.1.1 Any and all, information and the deliverables enumerated herein do not and shall not:

- Infringe any third party intellectual property rights;
- Be illegal, and shall ensure to hold any requisite licenses, permits and/or ownership documents where necessary;
- Infringe confidentiality obligations owed to any third party; or
- Contain materially false or misleading statements.

2.1.2 Merchant Networks and its employees are suitably qualified and competent to undertake the responsibilities enumerated herein in accordance with the terms of this Agreement;

2.2 Neither OrelPay nor any of its suppliers makes any representations or warranties, express or implied, including but without limitation regarding the merchant ability or fitness for a particular purpose, with respect to any equipment (including authorization terminals, data capture terminals, mobile devices or printers, if any) or any of the services provided hereunder by OrelPay.

## 3. CHARGES / PAYMENT PROCESS

3.1 The Merchant shall pay a commission per transaction to OrelPay, based on the rates set in Annexure 1.

3.2 The Commission Rate shall be retained fully by OrelPay and the due amount to the merchant shall be transferred to the registered bank account given in the application.

3.3 Payment terms could be changed without prior notice due to the government taxes, the regulatory requirement, banking charges or payment facilitation fee imposed on OrelPay. The latest terms and conditions will be available on [www.orelpay.lk](http://www.orelpay.lk)

### 3.4 SETTLEMENT

Settlement schedule would be as follows: –

- A monthly as well as a daily report shall be generated by The OrelPay system to the merchant portal to monitor their transactions.
- Settlement of daily Transactions shall occur in real time via LankaClear CEFTS/JustPay system for JustPay transactions if the merchant account is in the acquirer bank.
- Settlement of daily Transactions shall occur within 5 working days for any other payment methods.
- Credit card transactions will be settled within 3 working days after the transaction date.
- In the occasion the merchant is not willing to open a Cargills Bank account, the bank will maintain a virtual collection account where the funds will be transferred to the merchant account in other banks on T+2 basis. The standard CEFT charges will be charged for interbank fund transfers.

## 4. RETURNED ITEMS/CHARGEBACKS

- If:
  - A customer disputes any transaction or payment for any transaction (irrespective of the nature or manner of such disputes);
  - A transaction is charged back to OrelPay for any reason by the issuing finance institution according to the operating rules and regulations of the Central Bank of Sri Lanka;
  - There has been a breach by the Merchant of any term of this Agreement;
  - OrelPay has any reason to believe a Transaction previously submitted hereunder is unlawful, unenforceable, irregular, questionable, not genuine, or is otherwise unacceptable; and/or
  - Any other event or circumstance, which OrelPay shall have previously notified to the Merchant in writing for the purpose of this Clause 4.0, has occurred in relation to a Transaction, At OrelPay's request the merchant shall, repurchase such transaction(s) at the amount of such transaction(s), which may be deducted from any payment due to the Merchant or may be charged against any of the Merchant's account(s). If any such amount is non-collectable through withholding from any payments due hereunder or through charging the Merchant's account(s), the Merchant shall, upon demand by OrelPay, pay OrelPay the full amount of the chargeback.

4.2 The Merchant understands that obtaining an authorization for any Transaction shall not constitute a guarantee of payment and the related Transaction can be charged back to OrelPay as set out herein.

### 4.3 REVERSALS

- The Merchant shall be able to reverse a previously settled amount to the customer's account, where the Transaction had occurred within the last Thirty (30) days and the account is still active by making a request to OrelPay via an authorized channel which is informed to the Merchant by OrelPay.
- The refund process shall be completed within real time subject to reversal from service provider/merchant.
- The Merchant shall be able to initiate a reversal of the full amount of any Transaction that has not yet been posted for settlement.
- For reversals via credit/debit cards, we will forward the reversal to the external payment gateway provider to reversal the transaction. For reversal via bank accounts, OrelPay will direct the reversal to the respective bank of the account holder.
- For reversals of third party banking OrelPay will direct the reversal via LankaClear CEFTS/JustPay system for JustPay Transactions. However, switching cost will not be reversed.

4.4 RESOLUTION OF TRANSACTION DISPUTES/REVERSALS For any transaction disputes, other than network connectivity (transaction disputes and reversals etc.), the customer may contact OrelPay helpdesk or the Bank helpdesk.

## 5. OBLIGATIONS OF THE MERCHANT

### 5.1 ACCEPTANCE OF ORELPAY

The Merchant shall:

- Promptly honor any payment request for a Transaction by a customer via the OrelPay Service;
- Offer goods and/or services to customers who wish to make payments via the OrelPay Service on terms not less favorable than those offered to customers paying the Merchant through other means including cash;
- Not use OrelPay for any unlawful or unauthorized purpose;
- Not require or post signs indicating that they require a minimum value for Transactions below which the Merchant shall refuse to honor payment through OrelPay.

### 5.2 AUTHORIZATION AND SECURITY

The Merchant shall before completing a Transaction, comply with all security procedures specified by OrelPay from time to time.

5.3 The Merchant shall ensure that its staff:

- Is fully informed about OrelPay, including the procedure for registration of customers;
- Is always courteous to the customers who wish to perform Transactions;
- Do not commit any act or omission in relation to OrelPay, which may result in a claim or action against OrelPay service and/or cause any damage to the reputation, brand or image of OrelPay service;

5.4 OrelPay reserves the right to give all our Merchant Services to onboarded merchants; and OrelPay reserves further rights to activate and deactivate new services based on service providers request.

5.5 The Merchant shall encourage customers to make payments through the OrelPay Service when making payments for the transactions.

5.6 The Merchant shall be responsible for ensuring the security of the access credentials provided to him to access the OrelPay Service. If a third party accesses the OrelPay using the access credentials provided to the Merchant, with or without his authorization, for all intent and purposes such access shall be considered an authorised access.

5.7 The Merchant shall keep all customer information confidential and shall not use such information for any other purpose except for the purpose of fulfilling its obligations under this Agreement.

5.8 The Merchant agrees and accepts that all documents and directions issued by OrelPay Service from time to time shall form part and parcel of this Agreement.

### 5.9 USE OF NAMES AND LOGOS

The Merchant shall prominently display in the place or places of business nominated, OrelPay details, insignia and other material provided by OrelPay for the purposes of display and shall notify the public that payments for transactions can be made through OrelPay. The Merchant hereby irrevocably authorizes OrelPay to include the name and logos of the Merchant, in any advertising or promotional material in connection with the OrelPay service.

### 5.10 REPORTING

The Merchant shall maintain reports with the full details of the Transactions concluded through OrelPay by the Merchant for the respective requirements. In the event of any dispute relating to the settlement of the Commission Rate, the Parties shall endeavor to resolve all such disputes amicably, failing which however the decision of OrelPay with regard to such dispute based on the detailed transaction logs maintained by OrelPay shall be final.

## 6. OBLIGATIONS OF BANK

6.1 Bank shall maintain its customer service hotline to which all enquiries from the Merchant could be directed Twenty Four (24) hours a day and Three Hundred and Sixty Five (365) days of the year.

6.2 Bank shall provide to the Merchant access to the OrelPay system.

6.3 Bank shall maintain OrelPay in working order to facilitate the settlement of Transactions.

## 7. LIMITATION OF LIABILITY

7.1 OrelPay is provided on an "as is" basis without representations of any kind whether express or implied to the fullest extent permitted by law.

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

7.3 OrelPay shall not be liable for loss, damage, or delay caused by events which OrelPay cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, delays in information flows, acts of public enemies, war, strikes, civil commotions, or acts or omissions of the government and/or public authorities with actual or apparent authority.

## 8. INDEMNITY

8.1 The Merchant shall indemnify and keep OrelPay fully indemnified from and against all actions, claims, demands, cost, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by OrelPay resulting (directly or indirectly) from any breach or non-performance of conditions contained in this Agreement by the Merchant or arising directly or indirectly out of any negligent act or omission, willful default or breach of statutory duty on the part of the Merchant, including breach of OrelPay and third party Intellectual Property rights.



## 9. TERM AND TERMINATION/SUSPENSION

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

9.2 Either Party may terminate or suspend this Agreement if the other Party breaches any of the terms herein contained and the same is not cured within Thirty (30) days of notice of the said breach by the non-defaulting Party to the defaulting Party, unless such time period allowed for curing of the breach is further extended by mutual agreement.

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

9.4 OrelPay may immediately terminate or suspend this Agreement in the event of any violation of law or regulation by the Merchant.

### 9.5 Effects of Termination / Suspension

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

a) Such termination or suspension shall not affect any provision of this Agreement which is expressed or intended to survive or operate in the event of termination of this Agreement and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement occurring prior to termination or in respect of any money payable by either Party to the other or in respect of any other rights accrued in each case in respect of any period prior to termination;

b) Such termination or suspension shall not prejudice the benefits provided to customers by either Party and both Parties undertake to fulfill their respective obligations under this Agreement towards any customer serviced prior to any termination/suspension;

c) The Merchant shall with immediate effect or within a period as notified by OrelPay or otherwise dispose of in accordance with the directions of OrelPay all property of OrelPay in its possession or under its control including but without limitation all samples and any advertising, promotional or sales material relating to OrelPay, applications, equipment then in the possession or under the control of the Merchant;

d) The Merchant shall no longer hold himself out as an entity authorized by OrelPay and shall cease to promote, market, advertise or operate OrelPay;

e) All rights granted by OrelPay to the Merchant to use the Intellectual Property pursuant to this Agreement shall automatically cease;

f) In case of termination/suspension of this Agreement, any costs incurred by OrelPay in complying with the provisions of this Agreement specifically at the request of the Merchant shall be for the account of the Merchant;

g) The Merchant shall have no claim against OrelPay for indemnification or compensation, whether for loss of income, loss of goodwill or otherwise, direct or indirect, upon the termination/suspension of this Agreement for any reason; and

h) The Parties shall settle all dues within a period of sixty (60) days from the date of termination, completion or suspension of the Agreement.

## 10. FORCE MAJEURE

10.1 No Party hereto shall be deemed to be in default of any provisions hereof for any delay, failure in performance or interruption of services resulting directly or indirectly from an act of God or military or governmental authority, acts of public enemy, civil disturbance, acts of war – whether declared or not, accident, fire, explosion, earthquake, flood or any other natural disaster or any other event beyond the reasonable control of any Party (hereinafter referred to as “Force Majeure Events”), provided the Party facing such Force Majeure Event shall within Forty Eight (48) hours issue a notice in writing to the other Party (a “Force Majeure Notice”) detailing the occurrence of such Force Majeure Event and its anticipated effect upon the performance of the Agreement. As appropriate the Force Majeure Notice shall also state any extension of time that is required by such Party and the details of any alternative method sought by such Party to fulfill its contractual obligations under the Agreement and additional cost, if any, involved in such alternate method.

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

10.3 If the Force Majeure Event shall prevail for more than Thirty (30) Days, the Party receiving such Force Majeure Notice may immediately after the said Thirty (30) Days period, terminate this Agreement, without prejudice to the other Party, by giving the other Party notice in writing, notwithstanding any agreement reached by the Parties under Clause 10.2 above. Neither Party shall be liable to pay the other any damages upon such termination

## 11. ASSIGNMENT

11.1 The Merchant shall not assign all or any part of this Agreement to any other Party without prior written approval of ORELPA.

## 12. WAIVER

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

## 13. SEVERABILITY

13.1 In the event any provision of this Agreement including those relating to any limitation of liability or limitation on warranties is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

## 14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the complete agreement between the Parties hereto and supersedes all prior or contemporaneous agreements or representations written or oral concerning the subject matter of this Agreement. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

## 15. APPLICABLE LAW

15.1 This Agreement shall be governed and construed in accordance with the laws of Sri Lanka.

## 16. SETTLEMENT OF DISPUTES

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

## 17. NOTICE

17.1 Unless specified otherwise, OrelPay may give notice to the Merchant by publishing on its website or at least one Sinhala, Tamil and English newspaper in circulation or by electronic mail or by pre-paid post or by sending a text message to the registered mobile of the Merchant. For avoidance of doubt, OrelPay may notify the Merchant in any one of the ways set out above.

17.2 Notice shall be deemed to have been duly served upon and received by the Merchant, (a) if published on the website, at the time of publication; (b) if published in the newspaper, on the day of such publication; (c) if sent by electronic mail, at the time it was sent; (d) if sent by pre-paid post, on the day following the dispatch of the prepaid letter; (e) if sent by text message at the time the text message was sent.

17.3 Any notice or other communication to be given under this Agreement shall be in writing and shall be considered sufficiently served:

OrelPay

Name: Orel Corporation (Pvt) Ltd

Email: info@orelpay.lk

Address: No 49 Sri Jinarathana Road, Colombo 02,  
Sri Lanka.

Merchant (As filled in the application)

## 18. CONFIDENTIALITY

18.1 The Parties shall keep confidential all information including all customer information, account details, customer payment mode details, technical information, documentation, software, drawings, developments or improvements or processes, design, know-how and other unpublished information transmitted or made available directly or indirectly to them by the other Party regarding the subject matter hereof (“Confidential Information”). This Agreement is confidential.

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

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

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

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

18.6 OrelPay shall be entitled to audit the controls, security measures and/or safeguards applied by the Merchant with regard to the Confidential Information disclosed to it by OrelPay.

## 19. PUBLICITY

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

## 20. INTELLECTUAL PROPERTY

20.1 During the term of this Agreement, the Merchant hereby grants to OrelPay a non-exclusive, revocable, non-transferable license to use the intellectual property including trademarks and logos, of the Merchant for the purpose of marketing and promoting OrelPay

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

20.3 The Parties shall use the said trademarks and logos of the other Party only in the exact form and style and type approved by such other Party.

20.4 The Merchant shall indemnify OreIPay against any claims for the infringement of any third party Intellectual Property rights arising from the use of any of the Merchant's trademarks or logos as stipulated herein.

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

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

## 21. RELATIONSHIP OF PARTIES

21.1 Nothing in this Agreement shall be taken to create any joint venture, partnership or other similar arrangement between the Parties. The Merchant shall at all times, stand in relation to OreIPay as an independent contractor. Neither Party is or may hold itself out to any third party as being the agent of the other.

## 22. AMENDMENTS

22.1 The Merchant agrees that OreIPay 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 present in the website. Such amendments or introduction of new terms shall be binding on the Merchant upon introduction.

## 23. WARRANTY OF AUTHORITY

23.1 The Parties hereto represent and warrant to each other that their authorized signatories are entitled to sign on their behalf and the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them.

## 24. HEADINGS

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

25. If Merchant request a 2nd SMS to be send SMS charge will apply

26. The QR code displayed at the merchant premises is a National QR code which is compatible with all other digital payment platforms approved by the Central Bank of Sri Lanka and Lanka Clear.

### Agreement Between Merchant and Acquirer Bank

CARGILLS BANK LIMITED, a Company duly incorporated under the laws of Sri Lanka bearing company registration number: PB4847 and having its registered office at No.696, Colombo 03, Sri Lanka (hereinafter referred to as "Cargills Bank" which expression shall as herein used where the context so requires mean and include the said Cargills Bank Limited, its successors and permitted assigns).

#### 1. Use of Just Pay Service

1.1 Just Pay Service shall be offered only in Sri Lankan Rupees and shall be used only for domestic transactions. Settlement of daily transactions shall occur in real time via LankaClear CEFTS/Just-Pay System for Just Pay Transactions if the merchant accounts is in the acquiring bank. In the occasion, the merchant is not willing to open a Acquiring Bank Account, the bank will maintain a virtual collection account where the funds will be transferred to merchant account in another bank on T+2 Basis. The standard CEFT Charges will be charged for interbank fund transfers.

1.2. Just Pay transactions done through Just Pay Merchants may be reversible subject to conditions. Cargills Bank reserves the right to adopt chargeback procedures for addressing Just Pay Customer complaints and grievances with the consent of merchant

1.3. Cargills Bank shall credit/debit from the Just Pay Account of the Just Pay Merchant according to the Just Pay Transactions done by the Just Pay Merchant including all applicable taxes and levies.

1.4. The Just Pay Merchant shall allow Cargills Bank to visit and examine the registers, records, and accounts relating to Just Pay transactions maintained by the Just Pay Merchant with the prior approval from the Merchant.

1.5. The Just Pay Merchant shall not engage in any act or omission that will result in any damage to the reputation of Cargills Bank or result in any claim or action against Cargills Bank by a third party relating to the Just Pay Service.

#### 2. Just Pay Merchant obligations

2.1. The Just Pay Merchant shall warrant that all information provided for Just Pay Merchant registrations is true and accurate and shall provide information as requested by Cargills Bank from time to time.

2.2. The Just Pay Merchant shall not use the Just Pay Service for any unlawful or illegal transaction or activity and shall always comply with all applicable Laws and any direction issued by CBSL.

## 3. Governing Law and Jurisdiction

3.1. This Agreement shall be governed and interpreted in accordance with the laws of Sri Lanka and shall be subject to the jurisdiction of Sri Lankan courts. Any Dispute between Cargills Bank and the Just Pay Merchant shall be settled as per the Arbitration Act No.11 of 1995 of Sri Lanka as amended, failing amicable settlement.

## 4. Cost and Taxes

4.1. No other costs, payments and expenses would be borne by Cargills Bank unless specifically mentioned in this Agreement or mutually agreed in writing in advance.

4.2. All tax liabilities and obligations of each party including Withholding Tax arising in connection with the Just Pay Service shall be the responsibility of the respective parties and neither party shall be held responsible for tax liabilities arising due to any act or omission or fault by the other party.

## 5. Amendments

5.1. Just Pay merchant agrees to indemnify and hold harmless the Cargills Bank from and any all claims and/or liabilities incurred by the Cargills Bank as a results of any action any damages or losses caused to the Cargills Bank due to the negligence and carelessness of the Just Pay merchant in performing under this agreement.

5.2. Based on Directives and Regulations that may be issued by the legal authorities including CBSL, Acquiring Bank may amend such directives & regulations from time to time & shall become effective from the date of display of such amendments on the Acquiring Bank website. Both parties agrees to abide by such amended directives & regulations.

## 6. Definitions

- "Just Pay" shall mean the Payment technology utilizing LankaPay- CEFTS.
- "Acquiring Bank" shall mean the Bank through whom the JustPay transactions are routed to the "JustPay" System of Lanka Clear. Cargills Bank is the Acquiring Bank

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

### MERCHANT DECLARATION

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

.....  
Merchant Signature

.....  
Date