

Dear sir,

I/we request you to enroll us as a Merchant of FOCUSONE Payment Solutions Pvt. Ltd (F1PS). I/we understand that the bank and regulatory authorities may seek additional information to ensure safe and secure settlement of funds. I/we will make certain that all of the requirements are met and documents provided to complete the onboarding process.

Please find below the required information of the establishment.

Registered Business Name: _____

Doing Business as: _____

Type of Establishment: Private Ltd. Public Ltd. Partnership
 Proprietor Govt Owned Others _____

Business Address:

House	_____	Ward	_____	Street	_____
Area	_____	City	_____		_____
District	_____	State	_____		_____
Phone No	_____	Email	_____		_____

Location map of the office:-

Coordinates _____ °N, _____ °E

Registration No: _____

Registration Date: _____

Registered With: _____

VAT/PAN Number: _____

SETTLEMENT INFORMATION

Bank Name: _____

Branch: _____

Branch Code: _____

Bank Account No: _____

Account Type: _____

Currency: _____

CONTACT PERSON

Person in charge: _____

Mobile No: _____

Contact Person: _____

Mobile No: _____

BUSINESS INFORMATION

Annual Turnover: _____ Average Billing Amount: _____
 Business Hours: _____
 Category: Food Shopping Service Others, Specify: _____
 Nature of Business: _____
 Tags: 1. _____ 2. _____
 3. _____ 4. _____

MERCHANT ENROLLMENT SCHEME:-

Attributes	Bronze Merchant Partner <input type="checkbox"/>	Silver Merchant Partner <input type="checkbox"/>	Gold Merchant Partner <input type="checkbox"/>
Discover	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Device	0	1	1
Additional Devices	[] X Rs 3,500	[] X Rs 3,500	[] X Rs 3,500
Promotion *	0	3	6
Merchant Service Fee	3%	2.5%	2%
Annual Charges	Rs 5,000	Rs 8,000	Rs 10,000
Additional Outlet **	[] X Rs 5,000	[] X Rs 4,000	[] X Rs 3,000
Total Annual Charges			

* Duration of promotion - 2 weeks

** Details of Additional Outlet in Annex 1

ADD-ONS

Number of promotions	1	3	6	9	12
Cost	Rs 1,000	Rs 2,000	Rs 3,000	Rs 4,000	Rs 5,000
Purchase Additional Promotions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I/we agree to pay F1PS a sum of in words _____

in full settlement of the Cost of Devices, Additional Promotions and 1st Year Annual Charges in advance.

I/we hereby declare that the information provided is true and correct. We also agree to the "Terms of Use" of FIPS. We understand that FIPS reserves the right to accept or reject this application without assigning any reason whatsoever.

Signature of Authorized Personnel

Date:

Company Seal

The business acknowledge and agree to be bound by the "Terms of Use" on this application form.

1. ACCEPTANCE

The Merchant agrees and undertakes throughout the term of this Agreement that the Merchant shall:

- 1.1 accept without discrimination, all valid payments properly presented by user for payment of goods or services.
- 1.2 provide the services without imposition of any surcharge, special charge or taking any security from the merchant's customer in relation to a transaction;
- 1.3 not require the merchant's customer to pay any part of the fees which the merchant may be liable to pay "FIPS" hereunder whether through an increase in price or otherwise.
- 1.4 not make any warranty or representation whatsoever in relation to the Services which may bind "FIPS" or render "FIPS" liable in any way whatsoever;
- 1.5 not alter, copy, modify or tamper with any hardware or software provided by "FIPS"
- 1.6 not require a customer to provide fingerprints or other personal information, such as address, license, telephone number or social security number as a condition for honoring a payment Instrument
- 1.7 not accept payment for any illegal activity in accordance to the laws of Nepal.
- 1.8 not accept payment for any product or services not specified in the companies objectives.
- 1.9 not sell, assign, license, transfer or permit the use of the software or hardware by any party without the written permission of FIPS
- 1.10 maintain, throughout the term of this Agreement, adequate and competent personnel to operate the Services
- 1.11 keep all information relating to a transaction on its database for at least 5 (Five) years from the transaction date.
- 1.12 retain proof of supply/delivery of the goods/services for at least 5 (Five) years from the transaction date
- 1.13 be liable for the value of the sale should the Customer subsequently deny or dispute any transaction
- 1.14 be held liable for any losses that arise from the Merchant's breach of or failure to comply will the "Merchant Agreement" and "Terms of Use".

2. TERM OF AGREEMENT

This Agreement shall remain in effect until terminated by either party by a written notice in advance of 30 (thirty) days.

3. TERMINATION OF AGREEMENT

FIPS reserves the right, without any notice or required to prove actual breach, to terminate this Agreement immediately under the following conditions but not limited to

- 3.1 Merchant has violated any provision of "Merchant Agreement", "Terms of Use" or the rules of any payment brand which requires "FIPS" to terminate this Merchant ,
- 3.2 a petition in bankruptcy has been filed by or against the merchant, the merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of merchant's business, there is a general assignment for the benefit creditors, or the business terminates,
- 3.3 any information which merchant provided to "FIPS" was false, incomplete or misleading when received,
- 3.4 irregular transactions by merchant, excessive chargebacks, or any other circumstances which, in FIPS's discretion, may increase FIPS's risks,
- 3.5 fraudulent or otherwise unauthorized transactions have been submitted to FIPS for processing,
- 3.6 Merchant is or will be unable or unwilling to perform its obligations under the "Merchant Agreement", "Terms of Use" or any applicable laws,
- 3.7 the rules are amended in any way so that the continued existence of this "Terms of Use" would cause FIPS to be in breach of such rules,
- 3.8 Merchant assigns or attempts to assign the "Terms of Use" or any portion thereof without the prior written consent of FIPS,
- 3.9 Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands,
- 3.10 Merchant engages in conduct that creates or could tend to create harm or loss to the goodwill of any Payment Brand or FIPS

4 GENERAL

Unless otherwise stated in this agreement, no alterations of the agreement and no waiver by FIPS will be valid unless set out in writing.

- 4.1 Any alterations of the agreement by the merchant must be set out in writing and signed by both parties.
- 4.2 Any relaxation, indulgence or extension of time granted by FIPS to the merchant will not mean that FIPS has nullified or waived any of its rights against the merchant.
- 4.3 Should any provision of this agreement be found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining provisions of this agreement will continue to be of full force and effect.
- 4.4 FIPS reserve the right to blacklist/negative listing the Merchant if found guilty on unethical/fraudulent transaction.
- 4.5 Merchant shall comply with all Applicable Law on anti-money laundering, counter-terrorism financing and sanctions (together "AML").
- 4.6 Transactions may be delayed, blocked, frozen or refused where FIPS has reasonable grounds to believe that they breach AML law of Nepal or sanctions (or the laws or Sanctions of any other country). Where Transactions are delayed, blocked, frozen or refused, FIPS and its accredited processors are not liable for any loss your business suffers (including consequential loss) whatsoever caused in connection with the Service;
- 4.7 Data privacy: Merchant shall be solely responsible, where applicable, for obtaining any necessary consent for the collection, use, disclosure and transfer of Personal Information.
- 4.8 Each Party acknowledges that the Confidential Information of the other is valuable to it and agrees to treat as confidential all Confidential Information received from the other Party in connection to this Agreement. Neither Party will disclose such Confidential Information to any third party except to perform its obligations under this Agreement or as required by Applicable Law or government authorities, and in each case, the disclosing Party will, to the extent permitted under Applicable Law, give the other Party prior notice of such disclosure. Upon termination of this Agreement or at the written request of the other Party, each Party will promptly return or destroy all material embodying Confidential Information of the other.
- 4.9 FIPS may from time to time require additional information from you to assist us in order to meet our anti-money laundering and counter-financing of terrorism obligations. If FIPS request such information you must provide us with the information immediately, or at least within 2 days of such a request;
- 4.10 Where legally obliged to do so, FIPS may disclose the information gathered to regulatory and/or law enforcement agencies, other Banks, service providers who do things on our behalf or to other third parties;

5 INDEMNIFICATION:

The Merchant indemnifies to abide by the rules of FIPS while making transactions by accepting Payments. The Merchant agrees to indemnify FIPS against any loss which may be caused by merchant or any of its clients in course of utilizing the services, and FIPS indemnifies the merchant for any loss incurred due to negligence and/or willful act or omission of any staff or agent of FIPS.

6 FORCE MAJEURE

No failure or omission by any party to carry out its obligations or observe any of the stipulations or conditions of this Agreement shall give rise to any claims against the party in question or be deemed a breach of this Agreement if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, embargoes, strikes, internet failure, computer, telecommunications, electrical power failure, equipment failure or any other event outside the control of the party in question.

Signature of Authorized Personnel

Company Seal

Date: _____

i. Corporate Bodies

- Valid company registration certificate
- Memorandum and article of association
- Tax registration certificate (PAN/VAT)
- Board resolution
- Identification & photograph of Board of Directors
- Latest audited financial statement
- Latest tax file return certificate
- Latest share record register certified by company registrar office

iii. Proprietorship

- Valid firm registration certificate
- Sole Proprietorship declaration
- Tax registration certificate (PAN/VAT)
- Identification & photograph of Proprietor
- Documents evidencing residential address of partners
- Latest audited financial statement
- Latest tax file return certificate

ii. Partnership

- Valid firm registration certificate
- Copy of partnership agreement/deed
- Tax registration certificate (pan/vat)
- Identification & photograph of partners
- Documents evidencing residential address of partners
- Latest audited financial statement
- Latest tax file return certificate
- Latest share record register certified by company registrar office

iv. Additional Documents for special entities

NGO/INGO

- Agreement with GON/Social organization
- Recommendation from principal country/embassy

Foreign Currency Accounts

- NRB Permit

Joint venture/ Foreign company

- Joint venture agreement / Foreign company registration certificate
- Declaration of Foreign investment

Verified by: _____

Date:

Dear sir,

I/we request you to enroll the below mentioned store as a Merchant of FOCUSONE Payment Solutions Pvt. Ltd (F1PS). I/we understand and agree to be bound by the same "Terms of Use" and will make certain that all of the requirements are met. Please find below the required information of the establishment.


Doing Business as (Store): _____

Store Address:

Located in same premise: Yes No

House	_____	Ward	_____	Street	_____
Area	_____	City	_____		
District	_____	State	_____		
Phone No	_____	Email	_____		

Location map of the store:-



Coordinates _____ °N, _____ °E

SETTLEMENT INFORMATION

Settlement Type:	<input type="checkbox"/> Centralized Settlement	<input type="checkbox"/> Decentralized Settlement
Bank Name:	_____	Branch: _____
Branch Code:	_____	Bank Account No: _____
Account Type:	_____	Currency: _____

CONTACT PERSON

Person in charge:	_____	Mobile No:	_____
Contact Person:	_____	Mobile No:	_____

BUSINESS INFORMATION

Annual Turnover:	_____	Average Billing Amount:	_____
Business Hours:	_____		
Category:	<input type="checkbox"/> Food	<input type="checkbox"/> Shopping	<input type="checkbox"/> Service <input type="checkbox"/> Others, Specify: _____
Nature of Business:	_____		
Tags:	1. _____	2. _____	
	3. _____	4. _____	

Signature of Authorized Personnel
Date:
Company Seal