

Dear sir,


I/we request you to enroll us as a Merchant of FOCUSONE Payment Solutions Pvt. Ltd (FOCUSONE). I/we understand that FOCUSONE, and Nepal Rastra Bank 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 so that FOCUSONE can meet its obligations set out by NRB. Detail information are as follows:

BUSINESS DETAILS:

Business/Brand Name: _____
Registered Business Name: _____
Registration No: _____ Registered With: _____
Registration Date: _____ VAT/PAN Number: _____
Type of Establishment: Private Ltd. Public Ltd. Partnership
 Proprietor Govt Owned Others _____

BUSINESS ADDRESS:

House No: _____ Ward No: _____ Street: _____
Area: _____ City: _____
District: _____ State: _____
Landline: _____ Email: _____

Location map of Business: - 

Coordinates _____°N, _____°E

SETTLEMENT INFORMATION

Bank Name: _____ Bank Branch: _____
Bank Account No: _____ Account Type: _____
Bank Account Name: _____
Contact Person: _____ (This Person will be contacted for settlement related issues)
Email Address: _____ (Settlement reports will be sent to this Email)
Mobile No: _____ (This Mobile No. will be contacted for Settlement related issues)

TRANSACTION CONFIRMATION

Mobile No: _____ Email Address: _____

BUSINESS INFORMATION

Business Hours: _____
Category: Apparel Food Fun Repair Shop Travel Wellness
 Others, Specify: _____
Featured Services: Wi-Fi Parking Alcohol Booking/Reservation Delivery Live
Music Kids Area Others, Specify: _____

Feature Tags: 1. _____ 2. _____
3. _____ 4. _____

Daily Transaction No.: _____ Average Transaction Amount: _____

** Details of Additional Outlet in Annex 1

MERCHANT SERVICE FEE :-

Payment Network	Domestic	International
Alipay	-	2.20%
VISA (Scan to Pay)	1.20%	2.20%
Union Pay International -	1.20%	2.20%
Nepal Clearing House Limited	Free	-

I/we agree to pay FOCUSONE a Merchant Service Fee (MSF) as stated in the above table. I/we understand the Service Fee can change from time to time and that FOCUSONE will inform us in writing about this change at least ten (10) days before it is implemented.

I/we agree to abide by the "Terms of Agreement" given in page 3 of this "Merchant Application Form", the laws of Nepal, the regulations of the Nepal Rastra Bank and the Payment Associations aggregated by FOCUSONE and the bank.

I/we agree to display the sticker, QR code standee, acceptance marks and any other standard payment network brand logo and promotional material supplied by FOCUSONE and the bank from time to time.

I/we indemnify and not hold FOCUSONE against any claims, demands, actions, suits or proceedings, liabilities, losses, costs, expenses, legal fees or damages asserted against FOCUSONE by any of our customers in connection with the sale of goods and services made by us. And we will not make any warranty or representation whatsoever in relation to our goods or services which may bind or render FOCUSONE liable in any way whatsoever.

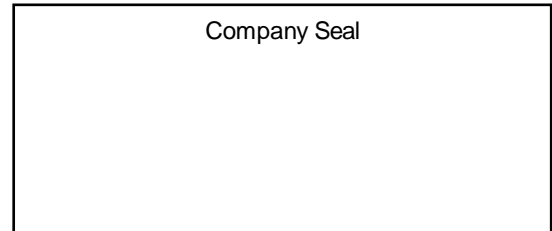
By signing the agreement, I/we declare that I/we have the authority to represent the business and execution of this agreement by a signatory hereof creates a fully binding obligation on the business.

Signature of Authorized Personnel

Name:

Mobile No:

Date:



The terms of this Agreement hereafter referred to as "Agreement" is made and entered into by and between FOCUSONE, and the enterprise whose details in filled in the Business Details section of this "Application Form" hereafter referred to as "The Merchant". "The Merchant" acknowledges and agrees to be bound by the terms of this "Agreement".

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 without imposition of any surcharge, special charge or taking any security from "The merchant's" customer in relation to a transaction;
- 1.2 provide the discounts offered to any customer without bias when the merchant provides such discounts on goods/services.
- 1.3 not alter, copy, modify or tamper with any hardware or software provided by "FOCUSONE"
- 1.4 not accept payment for any product or services not specified in "The Merchants" company objectives and is illegal in accordance to the laws of Nepal.
- 1.5 be held liable for any losses that arise from "The Merchant's" breach of or failure to comply with the terms of "Agreement".

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. "FOCUSONE" reserves the right, without any notice or require to prove actual breach, to terminate this "Agreement" immediately in case but not limited to the following

- 2.1 If the information provided to FOCUSONE and the bank was false, incomplete or misleading.
- 2.2 If there are irregular, fraudulent or otherwise unauthorized transactions submitted by "The Merchant"; excessive chargebacks, or any other circumstances which, in FOCUSONE's discretion, may increase its risks.

3. GENERAL

- 3.1 Unless otherwise stated in this "Agreement", no alterations of the "Agreement" and no waiver by "FOCUSONE" will be valid unless set out in writing.
- 3.2 The rights obtained under this "Agreement" are not assignable or transferable without written prior approval of FOCUSONE and the bank.
- 3.3 It is the responsibility of "The Merchant" to provide updated and accurate information as requested by "FOCUSONE" and the bank in KYC list. Any change in the submitted documents should be communicated to "FOCUSONE" or the bank immediately.
- 3.4 Any relaxation, indulgence or extension of time granted by "FOCUSONE" to "The Merchant" will not mean that "FOCUSONE" has nullified or waived any of its rights against "The Merchant".
- 3.5 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.
- 3.6 "The Merchant" grants "FOCUSONE" a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any of Company's marketing materials, proprietary indicia or other similar items containing the Intellectual Property of Company

4. SERVICE FEE

- 4.1 "The Merchant" shall pay "FOCUSONE" a Merchant Service Fee (MSF) on the transaction value, as mentioned in the application form.
- 4.2 If there is a change in the Merchant Service Fee (MSF) then "FOCUSONE" shall notify "The Merchant" in writing at least Ten (10) working days prior to the new MSF rates are implemented.

5. SETTLEMENT

- 5.1 "FOCUSONE" will initiate remittance of the **Net Settlement Amount** to "The Merchant's" designated bank account (as provided in the Application Form or as otherwise notified to "FOCUSONE" in writing) within two (2) working days from the date of Transaction.
 - 5.1.1 **Net Settlement Amount** = Settlement Funds – Refunds - any other amount that "FOCUSONE" may deduct in accordance with its rights to withhold, deduct or set-off under this "Agreement"; and
 - 5.1.2 **Settlement Funds** = Funds Available for Settlement – Service Fee
- 5.2 Settlement cycle may extend beyond 2 days due to public holiday(s) in China, India, United States of America and Nepal
- 5.3 Any inquiry by "The Merchant" with respect to settlement shall be made in writing and "The Merchant" shall provide any information reasonably required by "FOCUSONE" to assist with such enquiry. "FOCUSONE" will, acting in a commercially reasonable manner, assist "The Merchant" in resolving the relevant matter and provide a written response to "The Merchant" within three (3) Working Days after receiving such written enquiry from "The Merchant".

6. TRANSACTION RISK MITIGATION

- 6.1 "The Merchant" shall maintain the records for each Transaction and retain proof of supply/delivery of the goods/services for the period of at least one (1) year after the completion of the Transaction and "FOCUSONE" shall be entitled to review or otherwise access such records.

- 6.2 Mandatory transaction information / invoice / receipts to be stored by "The Merchant" is as given below but not limited to

- 6.2.1 If Transaction relates to goods: Goods Title, Quantity of Goods, Transaction Amount, Transaction Time, Full name of Company.
- 6.2.2 If Transaction relates to service: Service Type, Quantity of Service, Transaction Amount, Transaction Time, Full Name of Company.
- 6.2.3 Additional Information for Specific Transactions:
 - 6.2.3.1 Air Ticket: Flight Number, date and time
 - 6.2.3.2 Accommodation: Room Number, date & check-in time
 - 6.2.3.3 Study Abroad: Letter of Admission
- 6.2.4 Weblogs, emails, chats and any communication with the customer
- 6.2.5 In case of delivery – shipment tracking numbers, delivery confirmations
- 6.2.6 In case the goods were returned by customer – shipment tracking number, delivery receipts.

7. CHARGEBACK CONDITIONS:

"FOCUSONE" reserves the right to Chargeback transactions to "The Merchant" under the following circumstances but not limited to:-

- 7.1 "The Merchant" did not process the transaction in compliance with the terms of this "Agreement".
- 7.2 The Customer disputed the transaction because the goods were not delivered, or were not delivered on time or were defective, or the services were not performed or were inadequate or counterfeit or fake.
- 7.3 The transaction was a duplicate processing.
- 7.4 "The Merchant" did not apply discount as advertised.
- 7.5 The amount entered while processing the transaction was incorrect.
- 7.6 The transaction was fraudulent, ineligible, or illegal
- 7.7 "The Merchant" Authorizes the Bank to lien any chargeback amount claimed by the issuer till the chargeback dispute is resolved, from the account maintained by "The Merchant".

8. REFUND CONDITIONS:

- 8.1 "The Merchant's" after-sales policy shall properly notify in writing to its customers before or at the time of transaction whether the transaction is eligible for refund or not.
- 8.2 If the transaction is eligible for refund, "The Merchant" shall notify the customer that refunds shall not be processed after one (1) Year from the date of transaction.
- 8.3 If a customer requests and is due a Refund in accordance with "The Merchant's" after-sale service policy or a Refund is required by Applicable Law, "The Merchant" will ensure the funds in its account is adequate for the Refund and instruct "FOCUSONE" in a timely manner to make such Refund to the Customer.
- 8.4 If the amount of the Settlement Funds is not sufficient to process the relevant Refund, the merchant will immediately deposit the adequate amount in its account. "FOCUSONE" will be entitled to process the Refund only after the amount of such Settlement Funds becomes sufficient to pay the amount of such Refund. For the avoidance of doubt, "FOCUSONE" shall not be responsible for any claim or liability that the relevant Customer may seek from "The Merchant" in the event of any delay in processing such Refund.
- 8.5 In the case of Alipay - same day refund cycle closes at 9:45 PM, after which another refund cycle begins. Any refund after the cycle closes will not go through automatically and will have to be processed manually through "FOCUSONE". "The Merchant" should have sufficient balance with acquiring bank to process the refund.

9. DISPUTE SETTLEMENT:

- 9.1 In case a dispute is lodged by the customer "The Merchant" agrees to provide "FOCUSONE" with the relevant Transaction Evidence within 5 Working Days upon request.
- 9.2 If "The Merchant" is not able to produce the adequate Transaction Evidence or the Payment Association decides that the fault lies with "The Merchant", then "The Merchant" will immediately pay FOCUSONE an amount equal to the disputed transaction and subsequent charges thereof.
- 9.3 Any disagreements arising out of this "Agreement" shall be resolved by the bank who will have the final decision and "The Merchant" and FOCUSONE will abide by such decisions made by the bank.
- 9.4 All disputes and difference relating to charges or claims arising of this "Agreement" shall be subject to the exclusive jurisdiction of the courts in Kathmandu, Nepal.

10. SET OFF & WITHHOLDING

"The Merchant" agrees that "FOCUSONE" shall be entitled, at its sole discretion, to set off, withhold settlement of or deduct any sums payable and liability of any nature from time to time due, owing or incurred by "The Merchant" to "FOCUSONE" under this "Agreement". The circumstances under which "FOCUSONE" may exercise its rights under this Clause include, but are not limited to:

- 10.1 if "The Merchant" fails to comply with any term of this "Agreement";
- 10.2 if "The Merchant" is overcharged or undercharged;
- 10.3 if "The Merchant" has failed to respond to information requests or dispute enquiries raised by "FOCUSONE" within a reasonable period of time or
- 10.4 if a customer is due a Refund.

i. 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

iii. 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

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 an additional outlet of "The Merchant" with Registration Number _____, as a merchant of FOCUSONE Payment Solutions Pvt. Ltd (FOCUSONE). I/we understand and agree to be bound by the same "Terms of Agreement" as "The Merchant" and will make certain that all of the requirements are met. Please find below the required information of the store.


BUSINESS / BRAND NAME: _____

OUTLET / STORE ADDRESS:

Located in same premises: Yes No (Store Address need not be filled if located in the same premises as "The Merchant")

House No: _____ Ward No: _____ Street: _____
Area: _____ City: _____
District: _____ State: _____
Landline: _____ Email: _____

Location map of Outlet / Store :-


Coordinates _____ °N, _____ °E

SETTLEMENT INFORMATION

Settlement Type: Centralized Settlement Decentralized Settlement
(If you choose centralized settlement all transactions shall be settled in "The merchant's" account, hence settlement information need not be filled)
Bank Name: _____ Bank Branch: _____
Bank Account No: _____ Account Type: _____
Bank Account Name: _____
Contact Person: _____ (This Person will be contacted for settlement related issues)
Email Address: _____ (Settlement reports will be sent to this Email)
Mobile No: _____ (This Mobile No. will be contacted for Settlement related issues)

TRANSACTION CONFIRMATION

Mobile No: _____ Email Address: _____

BUSINESS INFORMATION

Business Hours: _____
Category: Apparel Food Fun Repair Shop Travel Wellness
 Others, Specify: _____
Featured Services: Wi-Fi Parking Alcohol Booking/Reservation Delivery Live
Music Kids Area Others, Specify: _____
Feature Tags: 1. _____ 2. _____
3. _____ 4. _____
Daily Transaction No.: _____ Average Transaction Amount: _____

Signature of Authorized Personnel
Date:

