



MERCHANT ESTABLISHMENT APPLICATION FORM

Merchant Category Code:

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Merchant Details:

Name of Establishment : _____

Legal Name : _____

Legal Address : _____

Telephone Number : _____ **Mobile Number:** _____

Email Address : _____

Type of Company : Proprietary Partnership Private Ltd. Public Ltd.
 Government Others _____

Nature of Business : _____ **Number of Outlets/Locations:** _____

Name(s) of Principal Owner : _____

Doing Business Since: _____ **Type of Business:** _____

PAN No :

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Business Registration No : _____ **Business Registration Date:** _____

Monthly Turnover (Amount): _____ **Monthly Turnover (count):** _____

Name of Main Contact: _____ **Designation:** _____

Name of Manager: _____

Address: _____ **Telephone:** _____ **Mobile:** _____

Email: _____

JBBL Account Number for POS settlement:

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Authorized Signature with Company Seal

For Bank's Use Only

Proceed by :

Approved by :

Name : _____

Name : _____

Designation : _____

Designation : _____

Date : _____

Date : _____

Proceedors Signature: _____

Approvers Signature: _____

MERCHANT ESTABLISHMENT AGREEMENT FORM

This Agreement is signed between Jyoti Bikash Bank Ltd. (hereinafter called "the Bank") and _____ (hereinafter referred as "Merchant") at _____ on the _____ day of _____ 20___. By signing this Agreement both parties, Bank and Merchant, agree to abide by the terms and conditions, as mentioned set forth for the acceptance of Card:

1. Definitions:

- a. "Card" means unexpired card issued by any issuer licensed to issue Visa, MasterCard, China UnionPay or any other standard payment card brands as communicated by the Bank to the Merchant. It should possess the signature of the person whose name is printed on the card.
 - b. "Cardholder" means authorized person to whom the Card belongs to.
 - c. "Valid Charge" means the transaction amount authorized by the Issuer and is charged to the cardholder as per sales slip acceptable to the Bank and Cardholder's signature as appearing on the Card.
 - d. "Issuer" refers to the Bank or none Bank licensed by Payment Network who issued Card to the Cardholder.
 - e. "Payment Network" refers to the network managing payment switch with specific brand name including but not limited to Visa, MasterCard, Union Pay International etc.
 - f. "MSF" termed as Merchant Service Fee means the commission charged by the Bank for facilitating acceptance of payment using the Card to the Merchant.
 - g. "POS" means electronic data capture device provided by the Bank to the Merchant for the purpose of performing transactions.
 - h. "Sales Slip" means the invoice generated by POS after performing transactions with amount matching with invoice of Valid Charge bearing signature of the Cardholder as appearing on the Card.
 - i. "Settlement" means a process to be run in POS Terminal for the purpose of transferring data captured in POS to the Bank's system.
2. The merchant shall display the promotional material supplied by the Bank from time to time in the noticeable area.
 3. The Merchant agrees to honor the Card if presented for the purpose of payment for purchase of its goods and services by the Cardholder. Any surcharge cannot be allowed to levy to the card holder until or unless permitted by the Bank explicitly.
 4. The Merchant shall print Sales Slip in two copies, get merchant copy signed by the Cardholder, verify signature signed by the Cardholder on Sales Slip with Signature on the Card, provide cardholder copy to the cardholder and retain the merchant copy for at least 2 years from the date of transaction.
 5. If the transaction amount is NPR 100,000.00 or more, Merchant can ask customers their identity card for verification.
 6. Merchant must perform Settlement in order to claim fund for the transactions performed using POS. The Bank will process transactions of such Settlement and make payment to the Merchant through the mode and after deducting Merchant Service Fee (MSF).
 7. The payment to Merchant will be made next working day after Settlement except under circumstances beyond the control of the Bank. However, payment does not mean the admission of charges as valid. The Bank is entitled to set off or adjust outstanding at any period of time against the payment due in the event dispute is raised by the Cardholder as per the Dispute Resolution Manual of respective Payment Networks.
 8. The bank will charge the Merchant Service Fee (MSF) as per the bank's decision and this fee may change from time to time. The fee will be debited from the account of merchant based on the debit authority signed by the merchant in this application form or the fee will be directly credited to commission account of the Bank at the time of transaction and account of the Merchant shall be credited by net amount after deduction of applicable fee.
 9. Any fraudulent activity observed by merchant should be immediately notified to the bank.
 10. In case the Charge is found incurred fraudulently on a Valid Card or counterfeit Card, the Bank is entitled to hold the payment related to such charge for the period of 1 year. If such charge is found to be valid, payment will be released and if invalid payment will not be released at all.
 11. The merchant agrees that in case the monthly POS transaction does not exceed the transaction threshold of NRs. 100,000/-, it shall pay the rental fee for the POS device of NPR 1,500/- per month. Such transaction threshold can be altered any time at Bank's discretion, with or without prior information to the merchant.

12. The merchant agrees that unless permitted by Bank, it shall not accept any payment in form of cash/cheque from any cardholder in respect to the payment of sales.
13. Any form of tampering / maintenance of the POS device without knowledge of bank is strictly prohibited.
14. Bank reserves the right to recover the loss, if any due to mishandling of the POS device.
15. Tax liability of transactions shall be borne by the merchant.
16. The merchant agrees that any charge accepted by Bank is proved to be uncollectable on any of the following circumstances; the financial responsibility will be of merchant. Bank reserve the rights to settle such amount either through debit to nominated account or adjusting in future payments:
 - a. Charges are not Valid Charge as defined above
 - b. Charges were incurred beyond the date indicated as valid on the card.
 - c. Charges incurred outside the authorized territory.
 - d. Charges incurred involving forgery signature on the slip.
 - e. Charges incurred on the card listed in warning bulletin at the date of transaction.
 - f. Charges incurred that involved incomplete or illegible details such as cardholder name, card number, expiry of the card.
 - g. Charges were submitted after 7 (seven) days of its occurrence.
 - h. Charges in excess to the tagged price.
 - i. Charges that were previously billed.
 - j. Charges for undelivered merchandise or services.
 - k. Charges for merchandised or services purchased were not as promised or defective.
 - l. Any charges with respect to which cardholder's compliant or request for an adjustment has not been resolved by the merchant.
 - m. Transaction slip prepared in any other currency than Nepalese Rupees.
 - n. Merchant fails to comply with any other terms and conditions spelled in this Agreement.
17. The merchant will indemnify and not hold Bank responsible for any claims, demands, actions, proceedings, losses, cost, expenses, legal fees or damage asserted against Bank by any cardholder on account of acts and omissions by the merchant in connection to the sales made and performance of this agreement.
18. Bank will provide POS machine to merchant on request that must be returned on termination of this agreement.
19. The rights obtained under this agreement are not transferable without written approval from Bank.
20. Bank, at its own discretion, is entitled to add, alter, delete or modify any of the terms and conditions contained herein by prior written intimation to merchant.
21. All disputes and differences relating to charges or claim arising out of card transaction or as to the interpretation of this Agreement shall be notified by the aggrieved Party to the other Party promptly and both Parties shall seek to resolve such dispute by mutual discussions and negotiations in good faith. In case no resolution to the dispute can be reached, such dispute shall be submitted exclusively to the jurisdiction of the courts in Kathmandu, Nepal.
22. This Agreement replaces all previous agreement between Bank and the merchant and shall remain in effect until terminated by either party by a written notice in advance of 30 (thirty) days. In the event of merchant failing to comply the terms of this Agreement or committing breach hereof or the activities not acceptable to Bank, Bank reserves the right, without any notice or required to prove actual breach, to terminate this Agreement immediately.
23. By signing this Agreement, the merchant represents that the signatory hereof has full authority to do so and execution of this Agreement by the signatory hereof creates a fully binding obligation on the merchant.

On behalf of the Jyoti Bikash Bank Ltd.:

Signature

Name:

Designation:

Company Seal

Witness:

1.....

2.....

On behalf of Merchant:

Signature

Name:

Designation:

Company Seal

Witness:

1.....

2.....