

BUSINESS INFORMATION

Business Name: Business Type: Sole Proprietor Partnership Pvt. Ltd. Public Ltd.
 Trust Club/Firm Others.....Address:

Province			
District			
Rural/Municipality		Ward No.	
Tole			

PAN No. VAT: Yes NoMobile No. Email ID:

Note: If already registered from esewa, please provide different registered number

Phone No. Business/Company Registration No.: Category: Hotel Mart Retail Store Travel & Tours Restaurant/Dining
 Other (specify) Registered with: Rural/ Municipality Department of Cottage and Small industry
 Department of Commerce Office of Company RegistrarEstimated Daily Transaction: Count Value

BANK DETAILS

Finance Name: Progressive Finance Limited Branch Account No.: Account Name: Account Type: Business Personal

BUSINESS PERSONNEL CONTACT INFORMATION

Name: Mobile No. Email ID:

Note: If already registered from esewa, please provide different registered number

Phone No. Job Title: Citizenship No.:

ATTACHMENT

Attachment: Business Registration Certificate
 PAN Certificate
 Citizenship Certificate (Business Contact)

AGREEMENT FOR QR MERCHANT ACQUISITION

This Agreement for collection of payment (hereinafter known as "Agreement"), made on..... is entered into between **Progressive Finance Limited**, having corporate office at Tinkune, Kathmandu (hereinafter referred to as **THE FINANCE**) and M/s, a Company/Partnership Firm/Firm registered with.....Nepal with Registration No.: and PAN No.:.....having its registered office in(hereinafter referred to as **MERCHANT**) wherein, **MERCHANT** will avail the electronic payment through the mobile banking application introduced by **THE FINANCE** (hereinafter referred to as **QR Code payment**) under the following terms and conditions.

1. General Terms and Conditions:

THE FINANCE shall provide an option for mobile payment facility via QR Code (Quick Response Code) to MERCHANT for fees related to the purchase of goods and services (hereinafter referred to as "goods") by MERCHANT under the QR code or Merchant Payment option ofMobile Banking Facility.

2. Specific Terms and Conditions:

- 2.1 MERCHANT will be the customer of THE FINANCE and will maintain an account with THE FINANCE and provide details. This account will be solely utilized for receipt of online payment of the goods and payment as agreed with THE FINANCE.
- 2.2 The payments and collections received through the mobile banking shall be deposited in Merchant Account Number as mentioned in 'QR Code Payment Registration Form' maintained with THE FINANCE in real time.
- 2.3 The service is for the sole and exclusive use for the payment collection of goods from Merchant by the customers (hereinafter referred to as "user"), who have an account with THE FINANCE.
- 2.4 All the users of the mobile banking service have to enter the agreement to finance for availing the service with THE FINANCE at the time of account opening or any time after account opening to avail this facility and shall abide the mobile banking terms and condition of THE FINANCE.
- 2.5 After successful transaction, system confirmation will be set automatically to both the user and Merchant. Merchant have to provide a trusted email address and mobile number to THE FINANCE for the payment information in 'QR Code Merchant application form'.
- 2.6 The Merchant shall display the promotional materials supplied by THE FINANCE from time to time in the noticeable area.
- 2.7 MERCHANT agrees to pay service charge offor each QR Code transaction which is exclusive of TDS.
- 2.8 The merchant agrees that any charge accepted by THE FINANCE is proved to be uncollectable on any of the following circumstances; the financial responsibility will be of merchant. THE FINANCE 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.
 - b. Charges incurred outside the authorized territory.
 - c. Charges for undelivered merchandise or services.
 - d. Any charges with respect to which mobile banking user's complaint or request for an adjustment has not been resolved by the merchant.
 - e. Transaction prepared in any other currency than Nepalese Rupees.
 - f. Merchant fails to comply with any other terms and conditions spelled in this Agreement.
- 2.9 The service and the terms and conditions of this Agreement shall be governed by and construed in accordance with the internal rules and regulation of finance unless otherwise contrary to the law of land.
- 2.10 The customers are free to avail any payment mode option of the mobile banking service provide by THE FINANCE. This agreement doesn't prohibit the mobile banking's customers to make payment other than the QR code option.
- 2.11 All disputes and differences relating to charges or claim arising out of QR Code transaction or as to the interpretation of this Agreement shall be subject to the exclusive jurisdiction of the courts at Kathmandu valley.
- 2.12 The rights obtained under this agreement are not transferable without written approval from THE FINANCE.
- 2.13 Finance, at its own discretion, is entitled to add, alter, delete or modify any of the terms and conditions contained here in by prior written intimation to merchant.
- 2.14 Merchant can terminate this Agreement by giving thirty (30) days prior notice to the Finance. However, in the event of Merchant failing to comply the terms of this Agreement or committing breach hereoff or the activities not acceptable to Finance, Finance reserves the rights, without any notice or require to prove actual breach, to terminate this Agreement immediately.
- 2.15 This Agreement comes into effect once it is signed by both contracting parties and remains valid until it is terminated with the clause stated in clause 2.16
- 2.16 By signing this Agreement, the Merchant represents that the signatory hereoff has full authority to do so and execution of this Agreement by the signatory hereoff creates a fully binding obligation on the Merchant.
- 2.17 The **MERCHANT** agrees to permit user to charge the purchase of goods and services normally sold by Merchant. The Merchant acknowledges that any purchase from it by the user creates direct obligations on finance to pay it and merchant shall not bill the user directly. Merchant agree that prices charged to user will not exceed prices charged to the public or will not include any surcharge.
- 2.18 The Merchant will indemnify and not hold THE FINANCE responsible for any claims demands, Actions suits or proceeding, liabilities, losses, costs, expenses, legal fees or damages asserted against THE FINANCE by the user because of acts or omissions by the Merchant in connection with the sale of goods and services (by the Merchant) and the performance of this Agreement. The indemnify herein shall service the termination/cancellation hereoff in so far as it pertains to events which transpired during the subsistence hereoff.
- 2.19 The Merchant agree to support the Finance by providing all necessary documents/information for resolution of any payment disputed case unresolved due to what so reason. The Merchant shall abide by such decisions made by the Finance.
- 2.20 The Merchant should treat all its customers on unabashedly and should not charge the customer the extra amount on account of merchant service fee or any others such charges for availing QR payment option. Similarly, the Merchant agree to provide the discounts to QR pay customers unabashedly whenever the Merchant offers discounts on certain products service.

For and on behalf of

Progressive Finance Limited.

.....
Name:.....

Designation:.....

Witness:

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Name:.....

Designation:.....

Date:.....

Place:.....

For and on behalf of

Merchant Name:

.....
Name:.....

Designation:.....

Witness:

.....

Name:.....

Designation:.....