

LOTZA POS Merchant Agreement

This agreement is made on the Date and at the Place mentioned in Item No. 1 of the Schedule hereunder written, BETWEEN (give details of merchant establishment)(more particularly described in item no.2 of the schedule)..... the person named in Item No.2 of the Schedule, having its address/office(s) at the address mentioned in Item No. 2 of the Schedule hereunder written (hereafter referred to as the 'Merchant' which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include (1) in the case the Merchant being a sole proprietary concern/individual, the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor, (2) in the case of the merchant being a partnership firm, the partners for the time being and from time to time of the firm, the survivor of survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (3) in the case of the Merchant being a company, its successors and assigns (as the case may be) of the ONE PART

and

The Federal Bank Limited, a banking company within the meaning of Companies Act 2013 and having its registered office at Federal Towers, Aluva – 683101, Kerala (hereinafter referred to as 'the Bank'/'Federal Bank', which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the OTHER PART

WHEREAS

- I. The Bank is engaged in Banking business and as a part of its banking operations is engaged in the business of processing payments for establishments in respect of payments sought to be made by way of a Valid VPA of any UPI PSP (as hereinafter provided)
- II. The Merchant undertakes the business stated in Item No. 3 of the Schedule hereunder written. The premises of the Merchant is situated at the address/es specified in Item No. 4 of the Schedule hereunder written.
- III. The Merchant is desirous of being approved as an establishment for the purposes of payment processing of transactions made by Unified Payment Interface Scan and Pay (as hereafter provided) from the address/es specified in Item No. 4 of the Schedule hereunder written on the terms and conditions hereinafter mentioned.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :

1. DEFINITIONS

"Business Day" means a day on which the office of Federal Bank is open for normal business transactions.

"Transaction Slip" means the form provided to merchant by Federal Bank to enable the Merchant to record Customer Charges of a Transaction.

"Customer" means any person having a Virtual Private Address and using a UPI PSP app for making payment using it for purchasing products/services.

"Customer Charge" means the sale price of the Product /Service purchased by the customer plus the shopping charge (if any) and all other taxes, duties, costs, charges and expenses in respect of the Product/Service that are to be charged to the Customer's account.

"Equipments" mean the electronic data capture terminal, imprinter, credit authorization terminal or such related accessories, which expression shall include any replacement, modification, enhancement and/or additions to the Equipment(s) (including the software there used), provided by Federal Bank or it's authorized agent for authorization.

"Facility" means the facility provided by Federal Bank to the Merchant for receiving payment through the Lotza Merchant POS or Lotza Mobile POS of Federal Bank for Products/Services sold by it.

"Floor Limit" means the limit as may be prescribed by Federal Bank in respect to each transaction, such that the Merchant shall be bound to obtain prior authorization from Federal Bank for transactions exceeding such limit.

"Federal Bank" means The Federal Bank Limited, a banking company within the meaning of Companies Act, 2013, having it's registered office at Federal Towers, Aluva, Kerala, India, its successors and assigns.



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“Merchant” shall mean a retailer or any other entity, which, agrees to accept payment using the UPI LOTZA POS or UPI LOTZA MPOS by any UPI PSP app for Products/Services sold by it and who has signed and accepted the Federal Bank Lotza UPI Merchant Application Form.

“Product” shall mean any tangible product that is manufactured or distributed by the merchant and the customer purchases that and the payment for which is to be made by the customer’s valid VPA.

“Sales Commission Fee” shall mean a percentage of the Customer Charge charged by Federal Bank as a service fee for granting of the Facility. Provided however that the Sales Commission Fee may be revised by Federal Bank at its own discretion, from time to time.

“Service” shall mean by any service that the merchant offers to provide, which can be availed of by the Customer by making payment through a valid VPA.

“Terms and Conditions” shall mean the terms and conditions set out herein and/or as may be stipulated by Federal Bank from time to time, as amended.

“Transaction” shall mean an order that results in the delivery by the Merchant to the Customer of the Products(s)/ Services in respect of which he order was placed.

“Valid VPA” shall mean a Virtual Payment Address Created by a customer using any of the UPI PSP app as authorized by NPCI, as may be notified by the Bank,

2. NON-EXCLUSIVE FACILITY

These terms and Conditions shall not prohibit Federal Bank from furnishing the services similar to those provided under this facility to others, including competitors of Merchant.

3. RIGHTS AND OBLIGATIONS OF FEDERAL BANK:

- a. Federal Bank shall enable the Merchant to use the Facility, on such terms and conditions as it may deem it. For the above purpose Federal Bank shall install at the Merchant premises the Equipments and such related accessories and software, as Federal Bank may deem appropriate. All such Equipment(s) as may be provided by Federal Bank shall remain the property of Federal Bank and shall be surrendered to Federal Bank on demand and in the event of termination of the facility.
- b. Federal Bank shall be entitled to charge the Merchant for the cost of the Equipment(s), and/or the costs of repairing the Equipment(s), in the event the Equipment(s) is/are damaged as a result of the improper handling by the merchant.
- c. Federal Bank shall at all the times comply with applicable laws, rules and regulations insofar relevant to the provision of the facility.
- d. Federal Bank shall have the right to share merchant information/transaction details with regulators/controllers, internal/external auditors and other statutory/regulatory authorities, as may be required from time to time.
- e. In the event of any loss or damage to any equipments due to any use, misuse and/ or negligence on the part of the merchant /its employees/agents, bank shall have the right to deduct from the current account and/or other accounts maintained by the merchant with the bank, the amount of such loss or damage without any prior notice to or consent of the merchant. Bank reserves the right to determine the quantum of loss /damage at its sole discretion and the same shall be binding on the parties to the Agreement

4. RIGHTS AND OBLIGATIONS OF MERCHANT:

- a. Where the Merchant is the owner of the premises :The Merchant hereby expressly agrees and consents to the installation of the equipments at the premises to enable processing of payments for transactions made by Valid VPA

Where the Merchant is a lessee, licensee or not the full owner of the premises :

The Merchant has obtained all necessary permission to permit the Bank to install the equipments at the premises to enable processing of payments for transactions made by the customer

- b. The Merchant shall retain in its possession and for its exclusive use the Equipment(s) provided under the Facility, and keep the Equipment(s) in good condition. It shall be the duty of the Merchant to safe-keep and control the use of Equipment(s). Any transaction performed using the equipment(s) shall be deemed to be authorized and sanctioned by the Merchant.



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- c. The merchant need not obtain any authorization for the VPA used by the customer.
- d. Once the transaction is complete, the merchant may create a QR code in the Lotza POS terminal or Lotza M POS. The customer has to use any PSP app of any Bank which permits Scan and Pay and permit him to pay the money by scanning the QR code using customer's mobile and authenticated by a PIN as mandated by the UPI PSP app used by the customer.
- e. After the customer completes the above transaction, the merchant shall wait for payment success message in the Lotza POS terminal or Lotza M POS. Additionally a receipt shall be printed by the Lotza POS terminal, once the payment success message is received by it. No printed receipt shall be available for Lotza M POS
- f. There is no need to obtain any signature on the transaction receipt as it is generated upon authentication by a PIN in the UPI PSP app.
- g. The Merchant shall provide to the Customer his copy of the Transaction Slip duly completed.
- h. Once the transaction slip is printed, the account of the merchant gets credited instantly.
- i. It is hereby clarified that completion of a payment request, does not guarantee the payment, and actual payment shall be subject to other provisions of this Agreement.
- j. The Merchant shall not :
 - a. Sell, assign, transfer, lease or otherwise cause or allow or attempt, to cause or allow, any dealings with the Equipment(s) or any encumbrance on the Equipment(s);
 - b. Remove, conceal or alter any makings, tags or plates attached to the Equipment(s) or part of it indicating Federal Bank's Ownership of the Equipment(s).
 - c. Cause or allow, Federal Banks right to access, repossession or disposition of the Equipment(s), to be encumbered in any way be jeopardized by any act of the Merchant or its servants or agents or by any other factor within its control.
- k. The Merchant shall not permit any third party to perform maintenance services of the Equipment(s) or modify, enhance or make Software/engineering changes to the Equipment(s) without the prior written consent of Federal Bank.
- l. The Merchant shall honour and accept every customer to use the terminal when properly presented as a mode of payment by Customers for all Transactions. The Merchant shall not engage in such acceptance, practices or procedures that discriminate against, or discourage the use of any VPA in favour of any other VPA that also accepted by the Merchant or other payment mode accepted by the Merchant. In addition the merchant shall not attempt to levy any service charge on the Customer for permitting the Customer to use the valid VPA. The Merchant shall also not place any minimum Transaction limit for the use of any valid VPA. Any activity in contravention of the above mentioned obligations may result in the termination of the Facility.
- m. The Merchant shall ensure that:
 - a. The paper rolls used for Transaction slip generation are not more than 2months old.
 - b. The paper rolls used for transaction slip are as prescribed by Federal Bank
- n. The Merchant shall extend all reasonable and necessary assistance to Federal Bank, NPCI, and law enforcing authorities for the purpose of fraud prevention, investigation or any other such processes. Any cost arising out of a Transaction which crosses the threshold limit set for fraud by NPCI, will be borne by merchant.
- o. The Merchant shall promptly on the request of Federal Bank produce evidence, to the satisfaction of Federal Bank, relating to the Customer's authority for using the Valid VPA and will retain all documents and records relating to each transaction for a period of not less than three years thereafter and produce the same to Federal Bank on request.
- p. The merchant shall not receive any monetary payment from a Customer with respect to Transaction for which the charges have been included on a Transaction slip. All Transaction slip be drawn in Indian Rupee, unless otherwise agreed in writing between Federal Bank and the Merchant
- q. The Merchant shall not charge any Customer Surcharge, or any additional payment, unless so prescribed by Federal bank, for a transaction in which a Valid VPA is used.
- r. The Merchant shall immediately inform Federal Bank in the event same VPA is being used for repeated transaction or if the same Customer uses the VPA indiscriminately or any other suspicious activity.



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- s. The Merchant shall solely liable for the payment of all present or future, direct or indirect, central, state and local levies, taxes, duties, fines and penalties, by whatever name called, as may become due and payable in connection with the Facility. Federal Bank's decision on the requirements (including on the amounts and the intervals for payment of such amounts) shall be final and binding upon the Merchant.
- t. The Merchant shall take express permission from Federal Bank before changing its line of business or making additional to its business.
- u. The Merchant shall not sell any items that have been prohibited under the law of the country where the customer resides. The Merchant shall comply with all applicable laws, rules, regulations and RBI/NPCI guidelines while receiving payments through the UPI Lotza POS and/or UPI Lotza MPOS
- v. Merchant understands and agrees that in case of low utilization/non utilization of Facility/Equipments for a continuous period of 2 months, Bank reserves the right to revise the service charges/withdraw any concessions granted and/or recall the Facility/Equipments/terminate the Agreement, without further notice to the Merchant".
- w. The Merchant understands that, based on his request, the Bank may, from time to time, at its sole and absolute discretion grant certain additional features/services, in respect of the Facility. The terms and conditions in respect of such additional features/services shall be attached to this agreement respectively as Annexure. The Merchant agrees to be bound by the terms and conditions as contained in the Annexure, in addition to the terms and conditions of these presents, with respect to availment of such additional features/services. The Annexure and Schedules attached hereto shall form an integral part of the agreement.
- x. Merchant understands and agrees that the POS device supplied to him is a property of FederalBank and any damages to the device need to be compensated. An amount of Rs 7500/- is payable to the bank by the merchant if the POS device supplied is lost or damaged.
- y. Merchant understands that POS device provided by the bank works on mobile data and any charges to be incurred for arranging a SIM connection and data charges thereon to be borne by the merchant himself.
- z. Consumables required for operating POS device provided by the bank such as receipt paper roll and any other material will not be provided by the bank. Merchant has to procure the same by paying necessary charges.

5. AUTHORISATION

- a). The Merchant shall be liable to obtain authorizations from Federal Bank for recovery Transaction performed by it. Such authorization shall be obtained by using the Equipment(s), supplied by Federal Bank.

6. PRESENTMENT

- a). The Merchant shall be under an obligation to complete the Transaction slips and/or such other document as may be required by Federal Bank and shall present such documents within three days from the date of the Transaction or such other periods as notified by Federal bank and within five days, for Transaction above the Floor Limit.
- b). In the event the Products are not received or rejected by the Customer or Services are not performed or cancelled or in case of any dispute with the Customer relating to the Transaction, The Merchant shall request such customer to dispute the transaction in his UPI PSP app. The Merchant shall keep proper records regarding disputed transactions, which shall be provided to the Bank, upon a demand being made by the Bank.
- c). By representation of the Transaction Slips, Credit form, or any other Transaction information and documents, the Merchant shall represent and warrant that:-
 - i). All statements of fact contained therein, which are within the knowledge of the Merchant, are true and complete;
 - ii). Merchant has supplied, or caused to be supplied the Products and/or Services to which the Transaction information relates to, for the amount started therein.
 - iii). No other Transaction slip has been or will be issued or presented in respect of the same Transaction.

7. PAYMENT

- a). In consideration of the Bank agreeing to render the facility as aforesaid, the Merchant shall pay the Bank Sales Commission Fee at the rate specified in Item No. 6 of the Schedule hereunder written or such other rate as specified by the Bank from time to time. In



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the event of the Bank modifying the said Sales Commission Fee, the Bank shall forthwith intimate the same to the Merchant. The Merchant hereby expressly and irrevocably agrees that the Merchant has not entered into this agreement in reliance on any representation, statement or warranty (whether written or oral and whether express or implied) made by or on behalf of the Bank other than as has been expressly set out herein.

- b). Subject to the Terms and Conditions contained herein FEDERAL Bank shall deduct the Sales commission if any on a monthly basis from the designated account of the Merchant.
- c). Federal Bank shall be entitled to REVERSE payments in respect of a Transaction by setting it off or deducting from any payment due to the Merchant the required amount, if:
- i). A refund amount is due from the customer in accordance of Section 6; and
 - ii). An excess payment is made by THE CUSTOMER due to an error or otherwise; and
 - iii). Any other sum is due or payable by the Merchant to Federal Bank; and
 - iv). At Federal Bank's discretion, an amount equal to interest at the rate then currently charged to Customer in respect of their indebtedness from the due date until the date of payment (as well as after and before any demand made or judgment obtained) on the amount of any Transaction slip details which are not presented as required under these Terms and Conditions within seven days after the refund has been agreed between the Merchant and the Customer, or which is not dispatched to Federal Bank within such period together with a cheque in favour of Federal Bank for the full amount thereof.
- v). If the Transaction for which payment has to be made is disputed/suspected.

And Federal Bank shall have the right to: -

- i). Debit the Merchant account forthwith; and/or
 - ii). Deduct the outstanding amount from subsequent payments made to the merchants account; and/or
 - iii). Withhold the applicable funds and/or
 - iv). In the event of Merchant not having an account with Federal Bank, or due to insufficient fund therein, the Merchant shall undertake that it would forthwith on demand by or on behalf of Federal bank, pay Federal Bank the amount to the extent to which such funds or deposits prove inadequate.
- d). In the event of a breach of obligations by the Merchant under these Terms and Conditions, Federal Bank shall be entitled to enforce any measures as provided in Section 7 (c).
- e). In the event a refund is made to the Merchant for a disputed Transaction, Federal Bank reserves the right to deduct the Sales Commission Fee before making the payment.
- f). Federal Bank shall have the absolute right and discretion to suspend all payment to be made for the utilization of this facility till such time that Federal Bank deems fit, if Federal Bank has the reason to believe that the Merchant has committed a breach of his obligations herein, misrepresentation, fraud in the performance of his obligations towards the utilization of the Facility.
- g). The Merchant shall pay to Federal Bank such rentals/service charges payable in connection with Equipment(s) deployed at the Merchants Establishment, at such intervals as Federal Bank may by written notice specify.

8. CHARGEBACK

a). It is possible that the account of a customer is debited while doing the transaction and the transaction is seen failed at the UPI LOTZA POS or UPI LOTZA MPOS terminal and also no transaction slip is generated by UPI LOTZA POS. In such cases, Merchant shall not do any cash refunds to the customer. The UPI system is capable of refunding/reversing such transactions automatically.

In case of successful transactions which are to be refunded to the customer for various reasons, the merchant shall either provide cash refund to such customer or request such customer to dispute the transaction in his UPI PSP app.

- b). Federal Bank shall be entitled at any time to refuse total or partial payment to the Merchant with regard to a Transaction or, if payment has been made, to debit the Merchant's account with the requisite amount of the Transaction or to seek immediate reimbursement of the requisite amount of the Transaction from the Merchant within 3 days of receipt of a claim of chargeback from the customer, notwithstanding any authorization given by Federal Bank to the Merchant, in any of the following circumstances:
- i). The Transaction is for any reason unlawful or unenforceable;
 - iv). Copy of the Transaction slip or any other document in relation to the Transaction presented Federal Bank or retained by the Merchant is incompatible with the copy provided to the Customer;



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- vii). Price charged to the Customer with respect to the Products/Services is in excess of the price charged by the Merchant while receiving payment in cash for the same Products/Services;
- viii). Products and/or Services covered by the Transaction are returned or part thereof, and the Transaction is validly cancelled or terminated by a Customer.
- ix). Customer disputes the nature, quality or quantity of the products and/or services provided under the Transaction;
- x). Even though the sale price was in excess of the Floor Limit no prior approval was obtained from Federal bank for carrying out the Transaction;
- xi). Transaction slip or any other document required or any part thereof is illegible, incomplete or unsigned or not submitted in accordance with these Terms and Conditions.
- xii). Any information presented electronically to Federal Bank in respect of the Transaction, is not received in accordance with Federal Bank's requirement from time to time.
- xiii). Federal Bank has requested evidence in relation to a transaction, which the merchant has failed to provide;
- xiv). There is a violation of the Terms and Conditions in relation to a Transaction.
- xv). Transaction information required to be presented in respect of the Transaction is not presented to Federal Bank within seven days of the Transaction;
- xvi). In seeking authorization for a Transaction, the Merchant has given an incorrect Customer name or VPA to Federal bank;
- xvii). Transaction is posted more than once to Customers account due to deposit of incorrect copy of Transaction slip (copy other than Federal Bank Copy) by the Merchant;
- xviii). Federal Bank reasonably believes that the Transaction is Irregular or fraudulent;
- xix). Federal Bank is of the opinion that there are suspicious circumstances surrounding the transaction;
- xxii). Any other event or circumstances, occurring at the time of the Transaction, as may be notified in writing by Federal Bank from time to time.

9. INSPECTIONS AND PLACE OF BUSINESS

The Merchant shall permit the authorized representatives of Federal Bank to carry out physical inspections of the place(s) of business of the Merchant and any godowns and warehousing facilities of the Merchant.

10. INDEMNITY

The Merchant shall be liable to indemnify Federal Bank in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by Federal Bank arising directly or indirectly in connection with breach of obligations by the Merchant as contained herein and/or due to any transaction between the Merchant and a Customer. The Merchant shall further indemnify Federal Bank against all claims, losses, demands, actions, costs, expenses and liabilities whatsoever that may be suffered, incurred or sustained by Federal Bank as a result of or arising from the use or misuse of the Equipment(s) by the Merchant or its employees/agents.

11. DISCLAIMER

Federal Bank disclaims all warranties, undertakings, inducements or representations whether expressed or implied, written or oral, including but not limited to warranties of merchantability and fitness of Products/Services, in relation to the Facility.

Further Federal Bank shall not, under any circumstances whatsoever, be under any liability to the Merchant or to any other party for any loss or damage (including consequential loss or damage) caused or incurred, arising directly or indirectly in relation to the Facility or in respect of the Equipment(s).

12. TERMINATION

- i). The Merchant shall be entitled to terminate this facility by giving 30 days prior written notice to Federal Bank .
- ii). Federal Bank shall be entitled to forthwith terminate this facility if the Merchant commits any breach of these Terms and Conditions or without assigning any reason and without prejudice to due completion and payment in respect of all Transaction processed and accepted by Federal bank on or before the termination date.
- iii). The termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or be effective on termination and (but without prejudice to the forgoing) clause 10, clause 11 and this clauses shall remain in full force and effect, notwithstanding termination.



- iv). The Merchant shall submit all Transaction Slips relating to each transaction occurring one year prior to the date of termination of the Facility, to Federal Bank. (applicable only to UPI POS terminals).

13. PROMOTIONAL MATERIALS

- a). The Merchant shall display UPI LOTZA/NPCI/UPI/FEDERAL BANK symbols and names as well as promotional materials on its premises, place(s) of businesses, establishment(s) to inform the public that all transactions will be honoured and accepted in the Merchant's establishment by scan and pay using any valid VPA . Right to use or display UPI LOTZA/NPCI/UPI/FEDERAL BANK symbols and names in any promotional material shall be only for the term of this Facility.
- b). Federal Bank shall be irrevocably authorized by the Merchant to include the Merchant's name in any catalogue, directly or any other promotional material as may be prepared or produced by Federal Bank pertaining to acceptance of VALID VPA

14. CONFIDENTIALITY

- a). No Merchant shall, without the prior written consent of Federal Bank, disclose either the identity of any Customer who has entered into a Transaction or any information whatsoever relating to any Transaction to any other person; or otherwise use any information acquired by it in relation to such Customers in any manner than required for carrying out the Facility. However, any information required to be disclosed by any order of a court or regulatory authority of competent jurisdiction may be disclosed to such court or regulatory authority to the extent specified in the order.
- b). The Merchant shall not sell, purchase, provide or exchange a Customer's name, obtained due to a transaction entered between the Merchant and the Customer, to any third party.
- c). Federal Bank shall be entitled at any time to disclose information concerning the Merchant to a third party in connection with the Facility provided by Federal Bank. This clause shall survive the termination of this Facility.

15. FORCE MAJEURE

If at any time during the term of this agreement the performance in whole or in part of either party's obligation under this agreement prevented or delayed by any reason beyond the control of the parties hereto, including but not limited to fire, storm, flood, earthquake, explosion, accident, military operation, war, rebellion, riot, wreck, epidemic, embargo, any virus in the system, any other electronic delay, or any laws, regulations or other Governmental actions, neither party shall be entitled to terminate this Agreement nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and shall be entitled to resume as soon as

practicable after any such event has come to any end or ceased to exist, provided that if the performance in whole or part of any obligator under this agreement is prevented or delayed by reason of any such event for a period exceeding ninety (90) days, the parties shall jointly discuss the feasibility of a rescheduling of performance. If either of the parties cannot with reasonable diligence be expected to continue performance, such party may at its option elect to terminate this agreement or such part thereof as can be severed there from without affecting the performance of the remaining portion.

16. MISCELLANEOUS

- a) **Modifications:** These Terms and Conditions may be modified, amended, supplemented, or otherwise changed by Federal Bank by giving a notice in writing signed by duly authorized officer of Federal Bank. Further, either Federal Bank or Merchant may, by mutual agreement in writing, modify these Terms and Conditions.
- b) **Assignment:** The Merchant shall not assign, in whole or in part, the obligations or the benefits, arising under these Terms and Conditions, to any other person without the prior written consent of Federal Bank. Federal bank shall have the right to assign all its rights, titles, benefits under these Terms and Conditions to any of its affiliates, without the prior consent of the Merchant. These Terms and Conditions shall apply to and bind any successor or permitted assigns of any of the above parties hereto.
- c) **Set-Off:** Federal bank shall have the paramount right to set off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/balances lying in any other account(s) of the Merchant maintained with Federal Bank towards the satisfaction of the Merchant's liability under these Terms and Conditions.
- d) **Disclosure:** If the Merchant does not fulfill it's rights and obligations under these Terms and Conditions, Federal Bank will have the right to disclose such default to associations and regulations like NMAS, MATCH, CARE, CRISIL etc and list the Merchant in their negative databases.
- e) **Waiver:** all rights and remedies hereunder shall be cumulative and may be exercised singularly and concurrently. If either party fails to perform its obligations under any of the provisions of these Terms and Conditions and the other party does not enforce such provision, failure to enforce it's right on that occasion shall not prevent enforcement on later occasions.
- f) **Jurisdiction and governing law:** This Facility shall be governed by the laws of India only and no other nation. Any dispute with respect to the facility shall be submitted to the exclusive jurisdiction of the Courts located in Aluva, India.



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- g) **Headings and subheadings:** The headings and subheadings in these Terms and Conditions are for convenience only and do not affect the meaning of the relative section/clause.
- h) **Disclosure of information:** Federal Bank shall be entitled at any time to disclose information concerning the Merchant to third party. in connection with Facility provided Federal Bank. This clause shall survive the termination of this Facility.
- i) **Relationship:** These terms and conditions shall not make the Merchant or Federal Bank an agent, representative, employee, partners of each other. The Merchant and Federal Bank will be independent contractors for the purpose of this Facility.
- j) **Notices:** Any notice, direction or instruction given under this facility shall be in writing and delivered by hand, post or facsimile on the address given below in case of Federal Bank and as given in the application form in case of Merchant. Notice and instructions will be deemed served seven days after it's posting by one of the parties or after receipt by the other party in the case of hand delivery or facsimile.

Federal Bank, Digital Centre of Excellence, The Federal Bank Ltd, Federal Towers, Aluva, 683101, Kerala.

SCHEDULE

1	Date & Place of the Agreement :	
2	Name of Merchant :	
3	Address of the Merchant :	
4	Business of the Merchant :	
5	Address/es of the premises of the Merchant :	
6	Business Hours of the Merchant :	
	Fees & Charges:	
7	Monthly Charges :	Rs..... Per Month
8	Per Transaction Charges : Per cent
9	Other Charges :	Rs.....
10	Mode of Payment :	
11	Credit to Current A/c No. :	

In witness whereof the parties hereto have set their hands unto on the date first hereinabove mentioned.

Signed, sealed and delivered By the within named Merchant Through the hands of its Authorized Signatory:

Signature:
Name:
Designation:

In the presence of

Signature:
Name:

Signed, sealed and delivered By the within mentioned The Federal Bank Ltd through the hands of its Authorized Signatory:

Signature:
Name:
Designation:

In the presence of

Signature:
Name:



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