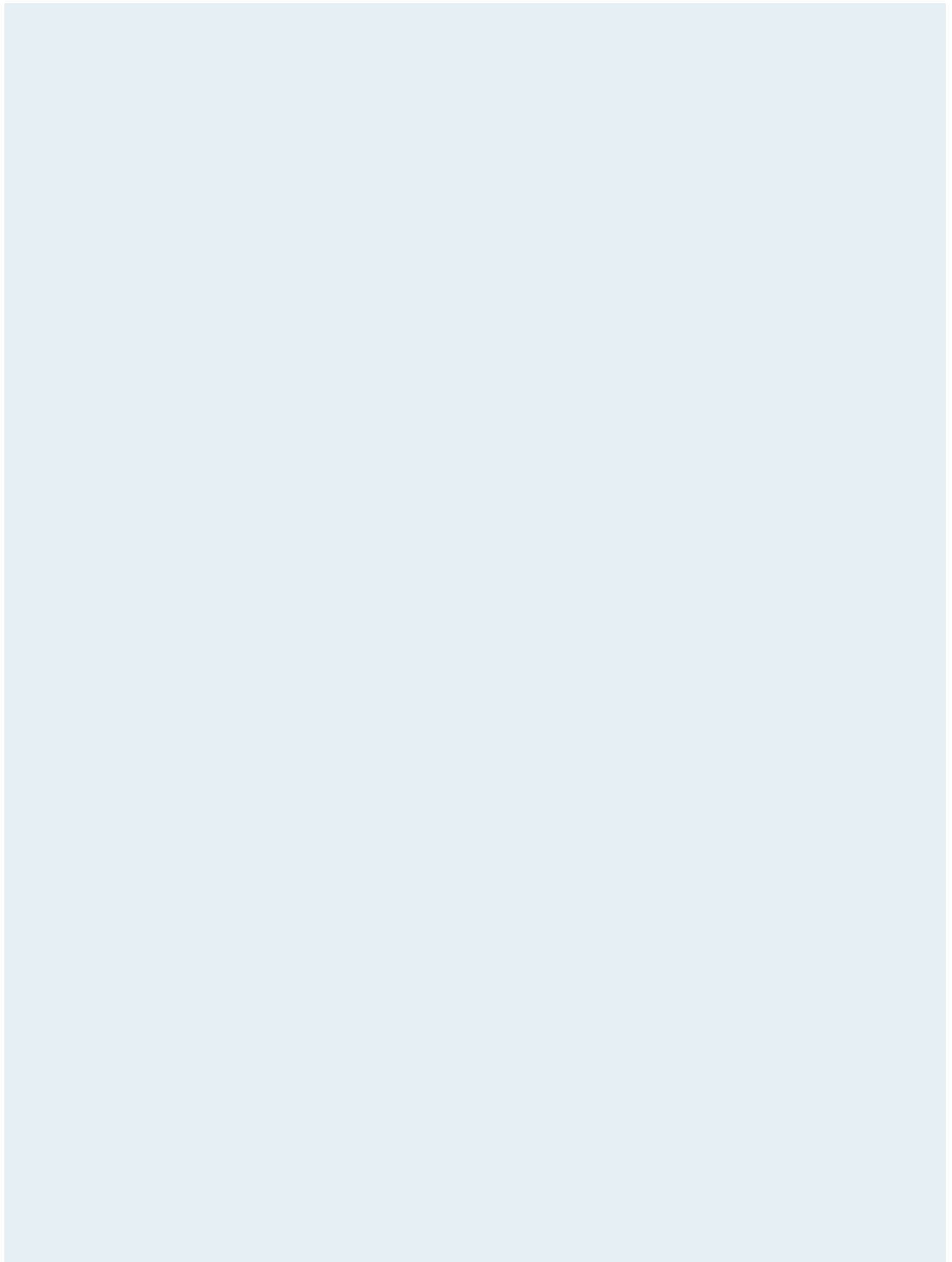


MERCHANT AGREEMENT





MASTER MERCHANT AGREEMENT

This Master Merchant Agreement (“**Agreement**”) is made on the Effective Date between:

1. Ahli United Bank B.S.C., a conventional retail bank licensed by Central Bank of Bahrain, with its address at building 2498, road 2832, Seef District 428, Manama, Kingdom of Bahrain (“**AUB**”), and
2. The Merchant.

(each a “**Party**” and collectively the “**Parties**”).

Background:

- A. AUB is licensed in Bahrain to provide the AUB Services (as defined herein) through different type of credit, debit, or charge cards by operating and implementing a hardware and software infrastructure.
- B. The Merchant wishes to receive the AUB Services (as defined herein) in accordance with the following terms and conditions of this Agreement, as amended from time to time by the Bank.

It is hereby agreed between the Parties as follows:

1. INTERPRETATION

“**AUB Materials**” means all Equipment, software, literature and any other information provided by AUB to the Merchant in the course of providing the AUB Services.

“**AUB Platform**” means the data services platform which may be accessed by the Merchant to facilitate the Online Payment Transactions.

“**AUB Services**” means collectively the Payment Transactions, Online Payment Transactions, and the DCC Services as provided by AUB to the Merchant and detailed in clause 4 of this Agreement.

“**Authorization**” means the electronic process by which any Payment Transaction or Online Payment Transactions is transmitted for approval, referral or declined by AUB, the Issuer or any Card Association.

“**Authorization Center**” means the center dedicated by AUB to process Payment Transactions.

“**Bahraini Dinars**” means the lawful currency of the Territory.

“**Bank Account**” means the account opened and held by the Merchant with AUB for the purposes of this Agreement which is to be used in connection with and to facilitate the AUB Services.

“**Business Day**” means a day (other than Fridays, Saturdays and public holidays) on which banks and other financial institutions are operational in the Territory.

“**Card**” means an EMV Card or an integrated-circuit card and/or magnetic strip debit or credit card issued to a person by an Issuer (or account number issued by an Issuer) which can be used to purchase goods or services from Merchants and to obtain financial services;

“**Card Association**” means any Card licensing company which has granted a point of sale acquiring license to AUB, which may include but not be limited to Visa, MasterCard, Diners, American Express, JCB and CUP (China Union Pay).

“**Cardholder**” means a person who has opened a Card account with any Issuer and includes any person whose name is embossed on the Card.

“**DCC Services**” means the services more particularly described in clause 4.2 of this Agreement.

“**DCC Services Participation Payment**” means the percentage rebate to be made by the Merchant to AUB as more particularly set out in Annexure 2.

“**Effective date**” has the meaning described to it in Annexure 1.

“**Equipment**” means the hardware and software which are to be provided by AUB to the Merchant as part of and to facilitate the provision of the AUB Services, including but not limited to the POS Terminal, the PIN Pads, the software programs and any accessories, connections and peripherals thereto.

“**EMV Card**” means a Card that carries an electronic chip for authenticating and processing Payment Transactions.

“**Floor Limit**” means the maximum value permitted for the Merchant to accept for a single Payment Transaction without obtaining Authorization.

“**Force Majeure Event**” means any act of God including fire, flood, earthquake, wind storm or other natural disaster; act of any sovereign including terrorist attacks, war, invasion, act of foreign enemies, hostilities, labour dispute including strike, lockout or boycott; act of or failure to act by any Card Association; interruption or failure of utility service including electric power, gas, water or telephone service; acts or failure to act on rulings of administrative boards, government authorities or any other cause beyond the reasonable control of either Party but shall not include causes related to the Parties.

“**Intellectual Property Rights**” means all patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off.

“**Issuer**” means any person authorised and licensed by a Card Association to engage in card issuing and/or merchant acquiring business;

“**Laws**” means any decree, ministerial decision, statute, statutory instrument, law, proclamation, order, implementing regulation, regulation, resolution, notice, ruling by a court, by-law, directive, treaty or other instrument or requirement which is applicable to and enforceable on the Parties or the AUB Services in the Territory.

“**Merchant**” has the meaning ascribed to it in Annexure 1.

“**Online Payment Order Form**” shall have the meaning as set out in clause 4.3.5 of this Agreement.

“**Online Payment Transaction**” means a Payment Transaction conducted electronically through a Payment Client as set out in the Payment Client’s applicable Operation Guide without use of the POS Terminal.

“**Operation Guide**” means the operation guide available on each individual Card Association official website which contains the necessary instructions, rules and regulations in connection to each Card Association as may be amended from time to time at the sole discretion of each of the Card Association.

“**Pre-Authorization**” means an electronic or voice process used by the Merchant to block or freeze certain funds on the Card for a subsequent Payment Transaction without immediately posting the transaction.

“**POS Record**” means the printed receipt produced on POS Terminal recording an approved, referral or declined Payment Transaction.

“**POS Terminal**” means the electronic point of sale device through which Cardholders are able to purchase goods and/or services from the Merchant using a Card.

“**Payment Client**” shall have the meaning as set out in clause 4.3.2 of this Agreement.

“**Payment Transaction**” means an authorized transaction made by the Cardholder using a Card issued by an Issuer to pay for goods or services supplied by the Merchant using the POS Terminal.

“**PIN**” means personal identification number of the Card.

“**PIN Pad**” means the device to be used in conjunction with a POS Terminal which enables the Cardholder to enter a PIN.

“**Recovery Bulletin**” means a bulletin issued and updated by the Card Association from time to time and which includes details of Cards which shall be recovered from their holders as result of being stolen, forged or otherwise illegally held.

“**Refund Voucher**” means a credit note issued by AUB confirming refund of a Payment Transaction or Online Payment Transaction to the Cardholder’s bank account.

“**Representatives**” means, in relation to the Merchant, its officers, directors, employees or owners who are authorized to act for and on behalf of the Merchant.

“**Sale Proceeds**” means funds resulting from the completion of a Payment Transaction or Online Payment Transaction.

“**Term**” shall have the meaning as set out in clause 14 of this Agreement.

“**Territory**” means the Kingdom of Bahrain.

“**Third Party**” means any person or entity which is not a Party to this Agreement.

“**VAT**” means (a) any tax imposed in Bahrain and other GCC Member States in compliance with The Unified VAT Agreement for the Cooperation Council for the Arab States of the Gulf on the common system of value added tax; (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); (c) any other tax of a similar nature, whether imposed in Bahrain in substitution for, or levied in addition to, such tax referred to in paragraph (a) above; (d) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (b) or imposed elsewhere, or (e) Tax Authority refers to the designated government agency or any similar competent authority that is responsible for managing, collecting and enforcing the relevant tax.

2. CARDS

- 2.1 Unless otherwise notified by AUB, the Merchant shall accept the Cards as a payment method for the Payment Transactions or Online Payment Transactions.
- 2.2 The Merchant agrees to display in its premises (including its electronic channels and website) informative signs and announce information to indicate its acceptance of the Cards as a payment method for the sale of its goods and services.
- 2.3 The Merchant shall not use the Card which, in the Merchant’s reasonable judgment:
 - 2.3.1 is expired at the time it is presented to the Merchant;
 - 2.3.2 is considered recoverable according to the Recovery Bulletin or pursuant to information earlier provided by AUB;
 - 2.3.3 was presented by a person who is not the Cardholder; or
 - 2.3.4 is forged, altered or otherwise damaged.

3. EQUIPMENT

- 3.1 For the duration of the Term, AUB hereby grants the Merchant a non-exclusive, non-transferable license to use AUB Materials, and such Intellectual Property Rights in AUB Materials, in the Territory for the purpose of receiving the AUB Services.
- 3.2 The Merchant acknowledges and agrees that all Intellectual Property Rights which subsist in the AUB Materials now or in the future vest solely in AUB and, save to the extent expressly set out in paragraph 3.1 of this Agreement, the Merchant does not have, nor shall it acquire by entering into this Agreement, any right, title or interest in any Intellectual Property Rights which subsist in the AUB Materials at any time now or in the future.
- 3.3 The Merchant shall be responsible for installing the Equipment at the Merchant’s registered premises to facilitate the Merchant’s use of the AUB Services.

- 3.4 The Merchant acknowledges and agrees that the Equipment will be exclusively maintained and serviced by AUB and its duly authorized agents and subcontractors and the Merchant agrees to grant AUB and its agents and subcontractors reasonably unrestricted timely access to the Equipment in the Merchant's premises during normal working hours for the purpose of maintenance, replacement, or any other reason as required by AUB in order to provide the AUB Services.
- 3.5 The Merchant agrees that it shall not, at any time or under any circumstances, move, alter, adjust or in any manner tamper with the Equipment without the prior written permission of AUB.
- 3.6 The Merchant shall ensure that the Equipment shall at all times be operated: (i) solely by its Representatives and (ii) in accordance with the Operation Guide or any other operations manual that may be provided by AUB.
- 3.7 The Merchant shall ensure that the Equipment is kept in good working condition and shall be responsible for any damage to the Equipment caused by anything other than normal wear and tear in the course of its reasonable use.
- 3.8 The Merchant shall ensure that the Representatives are well trained and enrolled in the necessary training programs provided by AUB to enable them to operate the Equipment. AUB reserves the right to refuse to authorize any Representative of the Merchant to operate the Equipment if, in the sole opinion of AUB, such individual is not deemed capable of operating the Equipment.
- 3.9 If any of the Equipment sustains any fault, error or malfunction, the Merchant shall immediately notify AUB using AUB's 24 hours service line 17583999 and AUB will, upon such notification, arrange for the necessary repair or replacement of the relevant Equipment, provided that such fault, error or malfunction was not caused by the misuse or abuse of the Equipment or the negligence in the operation of the Equipment on the part of the Merchant or the Representatives.
- 3.10 AUB shall use its reasonable efforts to ensure that the AUB Platform and all software components of the Equipment issued to the Merchant for deployment on its own electronic channels are functional to perform and process Transactions to a standard generally accepted in the industry. AUB shall only be liable to losses or damages sustained by a Merchant from its use of the AUB Platform which was a result of AUB's gross negligence or willful misconduct. AUB shall not be liable for a failure in the Equipment or AUB Platform which it could not reasonably prevent or foresee.
- 3.11 The cost of any loss or damage arising on the POS Terminal as a result of the Merchant's use or operation of the Equipment shall be charged by AUB from the Merchant's Sale Proceeds or debited from the Bank Account.
- ## 4 AUB SERVICES
- ### 4.1 PAYMENT TRANSACTIONS
- 4.1.1 The Merchant shall accept the Cards in making Payment Transactions in relation to the sale of all goods and services offered by the Merchant without any differentiation and in accordance with this Agreement.
- 4.1.2 Payment Transactions shall not be made or accepted by the Merchant for any good or service other than those goods offered or services rendered by the Merchant in accordance with its business license and the activities licensed and authorized by the applicable authorities in the Territory.
- 4.1.3 Notwithstanding the requirement of observing the Floor Limit, the Merchant shall accept Payment Transactions irrespective of value. The Merchant shall not announce or pre-set any rule to accept a minimum or maximum value for any Payment Transaction, other than the Floor Limit.
- 4.1.4 The Merchant shall ensure to have the Card swiped or inserted into the POS Terminal for all Payment Transactions at the time of initiating any Authorization.
- 4.1.5 If a Payment Transaction is initiated using the Card which is issued by an Issuer outside the Territory for an amount in Bahraini Dinar, the Merchant should, but shall not be obliged to, verify the identity of the Cardholder, record details of the Cardholder's identification document on the POS Record, obtain a photo copy of such documents and retain copies of the documents for presentation to AUB upon demand.
- 4.1.6 The Merchant shall not split a Payment Transaction by initiating multiple Authorizations at any given time. The Merchant acknowledges that splitting a Payment Transaction into multiple Authorizations may result in the Issuer's rejection of any or all Payment Transactions made and AUB shall be entitled to debit the value of the rejected Payment Transactions including all expenses related thereto from the Merchant's Bank Account holding Sale Proceeds.
- 4.1.7 Details of all Payment Transactions Authorized by the Merchant shall be made available to AUB within a maximum period of seven (7) calendar days from AUB's request.
- 4.1.8 The value of the Payment Transaction shall be reduced in accordance with any discount that is offered by the Merchant on the sale of its goods and services. If a discount is offered, the Merchant agrees to apply the discount to the value of the Payment Transaction made in relation to goods and services sold on discount basis.
- 4.1.9 The Merchant shall not accept any Payment Transaction which is made:
- by the Representative;
 - to advance cash to the Cardholder;
 - to refinance a debt of the Merchant or Representative or any Cardholder which is not made in relation to a purchase from the Merchant;
 - to debit any additional charges, surcharges, bank charges or any other charge which is not related or considered an additional commission in connection to accepting Cards as payment method; or
 - for goods which are not sold by the Merchant or for services which are not rendered from the Merchant by the Cardholder or upon their request.
- 4.1.10 All Payment Transactions made or accepted by the Merchant are subject to the Merchant first:
- verifying the format of the logo appearing on the Card in comparison to the approved format authorized by the Card Association as provided by AUB;
 - verifying the validity of the Card;
 - verifying the identity of the Cardholder;
 - using reasonable effort to verify the signature of the Cardholder on the back of the Card and rejecting any forged signature or fraudulent act made by the Cardholder; and
 - obtaining an Authorization.
- 4.1.11 If the Merchant is not certain of the nature of the Card, the identity of the Cardholder or is unable to verify the validity of the Card, the Merchant shall immediately contact the Authorization Center for verification. If no sufficient information on the verification is provided, the Merchant shall not complete the Payment Transaction and shall use as reasonable means to recover the Card from the Cardholder and promptly send the confiscated Card to AUB.
- 4.1.12 All Payment Transactions shall be processed for Authorization using the Equipment in the manner prescribed in the Operation Guide. It is agreed that no Payment Transaction will be approved, accepted or processed by AUB and no Sale Proceeds may be transferred to the Bank Account if (a) the Payment Transaction is not processed through the Equipment, or if (b) the Payment Transaction was processed by using a Third Party point of sale, mantra imprinter or anything other than the Equipment.
- 4.1.13 In event where an Authorization attempt generates messages such as "decline", "pick up" or "referral", the Merchant shall obtain Authorization through the Authorization Center. If the Authorization Center approves the Payment Transaction, the Merchant shall then use the same Authorization code that will be given by the Authorization Center to complete the Payment Transaction otherwise the Merchant shall comply with the Authorization Center instructions if the Payment Transaction is declined.
- 4.1.14 When processing a Payment Transaction, Merchant shall strictly adhere to the terms of this Agreement as well as the guidelines set out in the Operation Guide as updated and notified to the Merchant from time to time.
- 4.1.15 Any incorrect Payment Transaction made by the Merchant which requires transferring credit to the Cardholder shall be communicated to AUB to initiate a sale reversal accordingly. If the incorrect Payment Transaction results in AUB incurring any losses or expenses, the value of any loss or expense incurred by AUB shall be debited from future Sales Proceeds.
- ### 4.2 DCC SERVICES
- 4.2.1 AUB shall enable certain customers of the Merchant ("Foreign Cardholders"), who hold Cards which are denominated in currencies other than Bahraini Dinar ("DCC Services Currency"), to present a Card at the Merchant's POS Terminal and pay for a purchase in the DCC Services Currency, based on a rate of exchange determined by AUB, while allowing the Merchant to receive settlement of the transaction ("Foreign Transaction") in Bahraini Dinar (collectively the "DCC Services").
- 4.2.2 The Merchant will assure adherence to offer the Card Holder the selection of its preferred currency option and complete the transaction in line with the Card Holders choice accordingly.
- 4.2.3 The Merchant acknowledges and agrees that a Foreign Transaction will be converted to the DCC Services Currency in which the Card is denominated based upon an exchange rate in effect at the time of authorization for all retail transactions and that the Foreign Transaction, as converted, will be cleared through a Card Association, in the currency in which the Card is denominated.
- 4.2.4 The DCC Services shall be applicable only to Cards issued by a Card Association that approves the DCC Services or under the brands of Card Association which are included within the DCC Services that are billed to the Foreign Cardholder in a DCC Services Currency.
- 4.2.5 The DCC Services may not apply to credit-return transactions in relation to a refund, or to a Foreign Transaction that is referred to AUB for authorization or to a transaction formerly authorized by the Merchant via telephone prior to taking effect.
- 4.2.6 AUB reserve the right to add, delete or suspend any currency to or from the DCC Services, as the case may be, at any time without notice to the Merchant.
- 4.2.7 AUB may terminate or suspend the DCC Services for any reason upon written notice to the Merchant.
- ### 4.3 ONLINE PAYMENT TRANSACTIONS
- 4.3.1 AUB shall provide the Merchant with secured access to the AUB Services which may be electronically provided, such as the acceptance and processing of Online Payment Transactions.
- 4.3.2 The Merchant shall install and maintain the software that connects the Merchant to the AUB Platform through an information technology known as Secure Socket Layer (SSL) which is provided, updated or otherwise revised by AUB.
- 4.3.3 The Merchant acknowledges and agrees that the Cardholder shall use the Platform in the manner and according to the instructions provided in the Operations Guide or as otherwise communicated by AUB from time to time.
- 4.3.4 If the Cardholder uses the Platform to process an Online Payment Transaction, then the Card's details shall not be disclosed to the Merchant as AUB will store and maintain such data.
- 4.3.5 When conducting an Online Payment Transaction, the Merchant shall provide the Cardholder with a receipt showing the following particulars:
- Merchant name and online address;
 - Payment Transaction amount;
 - Payment Transaction currency;
 - Payment Transaction date;
 - Unique Payment Transaction ID;

- (f) Authorization code;
- (g) Card expiry date; or
- (h) Description of services or goods sold.
- 4.3.6 For the purposes of for accepting an Online Payment Transaction, the Merchant shall use the prescribed format of payment order approved by AUB ("Online Payment Order Form").
- 4.3.7 The Merchant shall include in each Online Payment Transaction the order reference number, further to which the status of that Payment Transaction will be sent to the Merchant by AUB quoting the order reference number used by the Merchant when initiating the Online Payment Transaction.
- 4.3.8 The Merchant shall include the following particulars on its website:
- complete description of goods or services provided;
 - refund or return policy;
 - contact information for customer service contact including electronic mail address;
 - transaction currency
 - export restrictions as applicable;
 - delivery mode and policy;
 - country of its domicile;
 - logos of Cards accepted in the format authorized by AUB;
 - other related tariffs and/or regulations; and
 - security capabilities and policy for transmission of payment card details.
- 4.3.9 AUB shall transmit in a secured manner a daily settlement file to the Merchant which contains all the Merchant's approved Transaction records and shall use its reasonable efforts to provide network availability to the AUB Platform with a target network uptime and availability of 99.99% without a network outage.
- 4.3.10 AUB shall inform the Merchant in advance of any network unavailability due to planned outages such as maintenance of the Equipment, the AUB Platform, the facilities, the software or code maintenance, or any planned action that is taken to improve the Services which has a direct bearing on the AUB Services provided to the Customers.
- 4.3.11 AUB shall use reasonable efforts to deliver a minimum latency in response times for payment processing requests or Authorizations made in the ordinary course of business, and provided that no extraneous circumstances arise, AUB shall ensure that response to Merchant requests originating from the Merchant's electronic channel would be processed within 5 - 10 seconds from receiving and sending the Transaction by way of the AUB Platform.
- 4.3.12 The Merchant shall notify AUB, and keep it informed, in writing about any new website or banner which is linked with the website of the Merchant used for initiating Payment Transactions, such notification shall include as a minimum the details of any recent modifications, alterations, external attacks or incidents of hacking with regard to such website.
- 4.3.13 The Merchant authorizes AUB to hold service codes with respect to the Merchant website used for initiating Online Payment Transactions.
- 4.3.14 For the purpose of complying with the applicable guidelines of the Card Association, the Merchant agrees that the Card Association may hold the Merchant liable for any loss arising out of or in connection with Online Payment Transactions (including but not limited to those arising from the MasterCard global merchant-only liability shift for interregional transactions) and that subsequently AUB is hereby authorized to withhold from any Sales Proceeds or to debit the Bank Account accordingly.
- 4.4 MAIL AND TELEPHONE ORDERS**
- 4.4.1 The Merchant may enter Payment Transactions received by mail, telephone, fax or in person from the Cardholder using the manual data entry screen available via the Payment Client or by using the POS Terminal, or by obtaining Authorization through the Authorization Center.
- 4.4.2 Any Authorization obtained from AUB does not guarantee that the Payment Transaction is being authorized by the person whose card number and name appears on the Card or mail order document or whose Card number and name is obtained over the telephone or mail.
- 4.4.3 The Merchant agrees that receiving any approval code from AUB does not guarantee validity of the charge and that the charges presented to AUB will be handled by AUB in its ordinary course of business.
- 4.4.4 It is hereby agreed that if a Payment Transaction done by telephone or mail is disputed by the Cardholder for any reason, such charge shall be subject to an immediate charge back in accordance to the terms and conditions of this Agreement. If a Payment Transaction is made through mail or telephone, the Merchant accepts full responsibility for storing and protecting the Card and the Cardholder information as such details will be disclosed and available to the Merchant.
- 5 OPERATION**
- 5.1 COMMERCIAL SERVICES**
- 5.1.1. The Merchant agrees that:
- If the Payment Transaction is not to be made at the time of contracting for services, the Merchant shall request Pre-Authorization to withhold the necessary funds on the Card to cover the anticipated services.
 - For the purpose of Pre-Authorization, the Merchant shall estimate the value of the Payment Transaction which would be concluded for the entire services to be rendered on the basis of the following:
 - type and duration of the Merchant services as may be anticipated at the time of contracting; and
 - the estimated pricing for such services during the intended period.
- The Merchant shall swipe or insert the Card through the POS Terminal to obtain the required Pre Authorization.
 - The Merchant shall inform the Cardholder of the amount for which the Pre-Authorization was obtained at the time of contracting and the Merchant shall record the date, the amount and the Pre-Authorization approval code received or obtained on the POS Record.
 - At the completion of its services, and in order for the Merchant to complete a Payment Transaction on the basis of the earlier Pre-Authorization, the Merchant shall process a Merchant Transaction for value not exceeding ten (10%) percent of the funds booked through Pre-Authorization. The approval code entered by the Merchant for Merchant Transaction must be the same as the one obtained in the Pre Authorization.
 - The Merchant shall not alter the term of its services or the underlying agreement with the Cardholder without obtaining the consent of the Cardholder.
 - If necessary, the Merchant may obtain Pre-Authorizations for additional amounts (not cumulative of previous amounts) at any time during its services offering. It is understood that Pre-Authorization for additional funds may be necessary if the value of the services to be rendered exceeds or would exceed the sum of the funds Pre- Authorized by more than ten (10%) per cent.
 - No Payment Transaction shall be made for additional/excessive services or other ancillary charges unless such charges are agreed by the Cardholder. Merchant shall obtain from the Cardholder written acceptance to such additional charges at the time of completion of the services. Merchant shall process Payment Transactions for additional charges approved by the Cardholder within ninety (90) days from the date the services are completed. POS Record used as a result of Payment Transaction for additional services may not be accepted unless noted with statement advising Cardholder consent is obtained such as "SIGNATURE ON FILE" or otherwise.
 - Payment Transaction in relation to additional charges may, if approved by Cardholder, be presented within ninety (90) calendar days from the date of last Payment Transaction. The POS Record for such additional charges may be deposited within described period above, without the Cardholder signature, provided that the Merchant has already obtained the Cardholder signature on the file, and the words "SIGNATURE ON FILE" are entered on the signature panel of the POS Record.
 - Merchants engaging in vehicle rental services shall:
 - retain the signed vehicle lease agreement, the POS Record and the related traffic fines issued during the services for five (5) years;
 - not, unless agreed by the Cardholder, include charges representing vehicle insurance deductible/premium, sum to cover potential damages when insurance coverage is waived at the time of renting the vehicle, traffic fines, taxes, maintenance cost, fuel compensation or other similar charges;
 - provide AUB with a copy of the Merchant insurance policy, if the Cardholder pays an insurance deductible for damage; and
 - if the cost of repairing damages to be charged to the Card, provide AUB with copy of an official accident report, estimate by competent repair workshop and such other documents evidencing Cardholder consent to assume such charges.
 - Merchants engaging in hotel/accommodation services shall:
 - retain the guest registration forms signed by the Cardholder, the POS Record and all related documents issued during the services for five (5) years;
 - in the event the Cardholder does not "check in", to initiate a Payment Transaction for the cost of one night only, if any losses are incurred by AUB in respect of such Payment Transaction, such losses shall be debited against any future Sales Proceeds.
 - charge for any loss incurred by the Merchant in relation to the provision of services to the Cardholder separately from other charges for the services such as: room cost; food or beverage charges; and tax duties.
 - Merchants engaging in restaurant/catering services shall not alter or amend the amount of tip agreed and written by the Cardholder.
- 5.2 DCC SERVICES REQUIRMENTS**
- 5.2.1 The Merchant will comply with all reasonable instructions provided by AUB pertaining to Merchant's participation in the DCC Services.
- 5.2.2 The Merchant agrees to comply with the following specific DCC Services requirements:
- In relation to DCC Services Disclosure:
 - The Merchant agrees to comply with all instructions and specifications applicable to the DCC Services as provided by AUB from time-to-time;
 - The Merchant shall follow DCC Services procedures, as may be amended by AUB from time-to-time.
 - In relation to Foreign Cardholder Opt-In:
 - the Merchant shall, based upon the instructions provided by AUB and/or the Card Association from time to time, provide Foreign Cardholders with the ability to "opt-in," or consent to participate in the DCC Services.
 - in the event that a particular Foreign Cardholder elects not to opt-in, it is understood that AUB will process that Foreign Cardholder's Transaction in Bahraini Dinar.
 - the Merchant agrees to make such reasonable modifications as AUB may request to increase the likelihood of Foreign Cardholders opting-into the DCC Services.
 - any Foreign Transaction for which Merchant fails to provide a Foreign Cardholder with the opt-in procedure as described herein may be subject to a "charge back";
 - Merchant shall seek the prior consent of the Cardholder for the purposes of their participation in the DCC Services.

- (c) In relation to the Timely Presentation of Foreign Transactions:
- (i) The Merchant acknowledges that the timely presentation of Foreign Transactions is necessary for participation in the DCC Services; Foreign Transactions must be presented within twenty-four (24) hours of the completion of such Foreign Transaction.
 - (ii) Notwithstanding the foregoing, a Foreign Transaction submitted by Merchants involved in the hotel, lodging and cruise industries must be submitted within twenty four (24) hours of a Foreign Cardholder's checkout from the Merchant's establishment.
 - (iii) Merchant acknowledges that as a result of its failure to present a Foreign Transaction within the specified timeframe, AUB may reduce the amount of the DCC Services Participation Payment (as defined below).
- (d) In relation to Credits>Returns:
- (i) Unless the Merchant uses POS Terminals that are not capable of processing credit-returns in the DCC Services Currency in the manner required by AUB, a credit-return to a Foreign Cardholder's account (reflecting either the partial or complete return or reimbursement of a Foreign Transaction) will be converted to the DCC Services Currency using the exchange rate applicable on the date of presentation of the credit by the Merchant;
 - (ii) any credit, as converted, will be cleared through the applicable Card Association in the DCC Services Currency in which the Card is denominated, and if such support is not in place, then such credit or return Transaction will be processed in Bahraini Dinar, subject always to applicable Card Association rules;
 - (iii) The Merchant acknowledges and agrees that the original amount of the credit/returns will likely differ from the original settlement amount received by the Merchant for a Foreign Transaction in Bahraini Dinar and that the Merchant may incur losses as a result of the credit/returns;
 - (iv) Notwithstanding anything herein to the contrary, the Merchant acknowledges that it will be responsible for the full amount of the credit/returns under the terms of the Agreement.
- (e) In relation to Chargebacks:
- (i) A chargeback incurred in connection with a Foreign Transaction will be transmitted to AUB by the applicable Card Association in the DCC Services Currency and converted by such Card Association into Bahraini Dinar at the Card Association's designated foreign exchange rate;
 - (ii) Given the potential variances in exchange rates applied to the underlying Foreign Transaction and charge back, Merchant acknowledges and agrees that the original amount of the chargeback will likely differ from the original settlement amount received by the Merchant for the Foreign Transaction in Bahraini Dinar and that the Merchant may incur losses as a result of the chargeback.
 - (iii) Notwithstanding anything herein to the contrary, Merchant acknowledges that it will be responsible for the full amount of the chargeback under the terms of the Agreement.
- 5.3 The Merchant agrees that commission as applicable due to participation in this DCC Services shall be borne by Merchant and that all current charges will be applicable on the purchase amount under the DCC Services.
- 5.4 The DCC Services will only be applicable to currencies approved by AUB from time to time.
- 5.5 The Merchant agrees that it will display marketing collaterals as may be deemed necessary by AUB in order to create necessary awareness and offer payment options to the Cardholder.
- 5.6 The Merchant agrees that AUB will have sole right to offer card acceptance services for the Merchant for a period of three (3) years from the date of this Agreement. In the event the Merchant decides to use any other service provider, it shall reimburse AUB all the incentives earned in the previous twelve (12) calendar months using the DCC Services.
- 5.7 The Merchant agrees to be solely responsible for its actions in honouring or refusing to honour Cards, including without limitation any failure to adequately provide required or recommended disclosures or notification, and in retaining Cards in accordance with Card Association merchant operating procedures and Merchant will indemnify, defend and hold AUB, AUB's subcontractors, the Card Association, and any other Card sponsors harmless from any claim, loss or liability which occurs as a result thereof.

6 MERCHANT OBLIGATIONS

- 6.1 The Merchant hereby warrants, represents and undertakes that:
- (a) all Payment Transactions or Online Payment Transactions tendered to AUB will represent the obligations of the Cardholders to the Merchant for bona-fide transactions in the amount set forth thereon for goods sold and/or services rendered only, and that such Payment Transactions will involve no element of credit for any other purpose;
 - (b) it shall establish a fair policy for the exchange or return of goods purchased pursuant by virtue of Payment Transactions and shall give credit upon each such return by means of Refund Vouchers only;
 - (c) it shall process any refund through the "Refund" function on a POS Terminal and if a Payment Transaction is initiated through a POS Terminal that does not accept refund, the Merchant shall arrange with AUB to make a refund to the Cardholder through the backend system.
 - (d) it shall not refuse the exchange or return of goods or services merely because they were originally purchased by Card;
 - (e) it shall not make cash advances or withdrawals to any Cardholder;
 - (f) it shall notify AUB of or any sale, restructure, acquisition, merger or any other material change in nature or size of its business.

- (g) it shall not infringe upon the mark or logo of AUB or the Card Association, nor otherwise use the mark or logo of Cards in such a manner as to create the impression that the Merchant's goods or services are sponsored, produced, affiliated with, offered, or sold by AUB and/or any of the Card Association; and
 - (h) it shall use its best endeavors to assist AUB, if requested from time to time, in preventing or detecting fraud and undertakes to inform AUB, as soon as reasonably practicable, of any fraudulent activity the Merchant becomes aware of or any such activities which, in the opinion of the Merchant would involve fraud, misrepresentation or other illegal activities in relation to a Card.
- 6.2 The Merchant shall abide by and act in full compliance with the applicable Card Association's rules and regulations in connection to payment card industry (PCI), data security standards (DSS) and business risk assessment & mitigation ("BRAM"). The Merchant acknowledges and agrees that any of the following practices shall be considered as non-compliance with BRAM:
- (a) making an aggregate Payment Transactions for multiple content suppliers;
 - (b) failing to submit Payment Transactions for or on behalf of third party (ie other business entities); or
 - (c) failing to submit a Payment Transaction that may, in the opinion of the Card Association (acting at its sole discretion) damages the goodwill or reflect negatively on the Card Association's brand.
- 6.3 The process of any Payment Transaction or the presentation of any POS Record by the Merchant to AUB shall constitute a warranty by the Merchant to AUB that:
- (a) all statements of fact therein are true;
 - (b) the Card or POS Record is valid; and
 - (c) the sales are not subject to any dispute, set-off and/or counterclaim.
- 6.4 Except as expressly authorised by AUB in writing, neither the Merchant nor any Representative shall have any power:
- (a) to bind, make any commitment or give any instructions on behalf of AUB;
 - (b) to borrow on behalf of AUB or in any way pledge the Equipment;
 - (c) to settle any claims, demands or actions against AUB; or
 - (d) to contract on behalf of AUB.
- 6.5 The Merchant shall periodically, review the list of its sub-merchants in order to ensure that they comply with the rules of the Issuers Operation Guide and provide training as and when needed.
- 6.6 The Merchant shall always conduct the appropriate due diligence on any sub-merchant which is authorized to use the services

7 FEES AND CHARGES

- 7.1 The Merchant agrees and undertakes to:
- (a) Pay AUB the fees accrued in each Payment Transaction or Online Payment Transaction at the rates listed in Annexure 2.
 - (b) Pay AUB the monthly rental fee applicable for each POS Terminal as described in Annexure 2.
 - (c) Provide (at its own cost) all local telephone lines for the exclusive use of the POS Terminal and pay all periodical rental charges and call charges for the use of such telephone lines.
 - (d) Pay AUB on demand any expenses and or penalties that may be imposed on AUB or its subcontractors by any Card Association as a result of or in connection to Payment Transactions or Online Payment Transactions initiated or made or accepted by the Merchant.
- 7.2 The Parties acknowledge and agree that there shall be no fee payable to AUB in respect of any amount charged back to the Merchant or in respect of which Refund Vouchers have been issued by the Merchant.

8 SETTLEMENT AND PROCEEDS

- 8.1 Following completion of a Payment Transaction or an Online Payment Transaction:
- (a) all POS Records or Transaction records shall be transmitted electronically to AUB at the end of each day (and in any event no later than three (3) days from the date of the Payment Transaction);
 - (b) Sale Proceeds will be paid to the Merchant following the approval of the Payment Transaction by the respective Card Association; and
 - (d) All Sale Proceeds shall be credited to the Bank Account in the manner and at the frequencies described in Annexure 2.
- 8.2 The Merchant authorizes AUB to deduct from the Sale Proceeds, or if the Sale Proceeds are already credited to the Bank Account the Merchant agrees to repay and hereby authorize AUB to debit the Bank Account, the amount of:
- (a) the applicable fees and charges;
 - (b) any additional payment made by AUB as a result of any failure or error in the system or pursuant to negligence, misconduct or fraudulent act of any employee of AUB; and
 - (c) any other payment which is illegitimately received by the Merchant.
- 8.3 The Merchant authorizes AUB to withhold and or freeze any funds in the Bank Account if the balance in the Bank Account is not sufficient to meet the Merchant obligations arising out of chargeback claims, fees, expenses, adjustments or other charges that may be imposed on AUB by any Card Association or competent authority in connection to Payment Transactions made by the Merchant.
- 8.4 Settlements are subject to verification and audit by AUB and, in case of any inaccuracies, AUB is hereby authorized to debit, hold, or credit the Sale Proceeds for any deficiencies or overages or invalid POS Records.

8.5 The Merchant shall retain the POS Records and related sale invoices for a period of five (5) years from the date each relevant Payment Transaction or an Online Payment Transaction is completed.

8.6 Upon receiving a written request in advance Merchant shall grant to AUB (or its duly authorised representative) the right of access to any of the Merchant's premises, employees and/or records, during normal business hours to the extent relevant to access or investigate any Payment Transaction, as AUB may reasonably require.

9 DISPUTE AND CHARGE BACK

9.1 AUB may withhold Sale Proceeds in relation to Payment Transaction or may charge back and debit the amount to the Merchant even after termination of the Merchant Agreement, in any of the following circumstances where:

- (a) a Payment Transaction it records is illegal;
- (b) authorization for a Card Transaction is not obtained in accordance with the Merchant Agreement;
- (c) payment Transaction data is issued or presented in violation of the procedures set out in the Merchant Agreement;
- (d) the particulars inserted in the POS Record are not identical with the particulars inserted in the copy given to the Cardholder;
- (e) the Card relating to a Payment Transaction is not valid;
- (f) the Payment Transaction is not authorized by the Issuer or by the Card Association;
- (g) the POS Record is incomplete or illegible;
- (h) Merchant fails to produce to AUB, within seven (7) days of an AUB request for information, evidence of the Cardholder approval to process the Payment Transaction; and/or a copy of the signed POS Record and/or any other supporting documents related to the Payment Transaction or an Online Payment Transaction requested by AUB;
- (i) the signature on the POS Record is not reasonably similar to the signature on the Card or is a forged signature;
- (j) the Payment Transaction or the Online Payment Transaction is processed via multiple fraudulent Authorizations;
- (k) The Merchant has processed a fictitious, suspicious, and/or counterfeit Payment Transaction or otherwise defrauded or attempted to defraud AUB or the Cardholder;
- (l) a "charge back window" has been opened by the Card Association for excessive fraudulent or chargeback Payment Transactions;
- (m) the sales transaction is not a valid sales transaction; or
- (n) the Payment Transaction relates to goods and/or services not rendered, in respect of which the Cardholder disputes liability for any reason and/or the Cardholder makes a claim for set-off, or a counterclaim.

9.2 The Merchant agrees that all Payment Transactions and Online Payment Transactions made by using AUB Services shall be made with full recourse against the Merchant, and the Merchant accepts that AUB shall not be liable for any authorized Transactions.

9.3 The Merchant agrees that it shall handle all disputes and fraud cases and will communicate with AUB and the customer to adequately resolve and settle any disputes within 5 working days of the Merchant's receipt of notice of a dispute or fraud, failing which, AUB shall have the right to consider the customer dispute as accepted by the Merchant and AUB shall be entitled to debit the amount in dispute from the Bank Account.

10 INDEMNITY

10.1 The Merchant agrees that it shall at all times indemnify and hold AUB harmless and indemnified against any and all claims, demands, losses, damages, liability, actions, costs, judgments, arbitral awards and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) its provision of the AUB Services;
- (b) any Payment Transaction made by the Merchant;
- (c) the failure or malfunction of any system, software, platform or Equipment used by the Merchant in relation to AUB Services;
- (d) the failure of any of the Equipment due to the inadequate application of appropriate securities measures by the Merchant; and/or
- (e) any failure by the Merchant to observe or abide by its obligations under the Merchant Agreement.

10.2 Merchant accepts full liability for, and hereby agrees to indemnify AUB for any and all claims, demands, losses, damages, liability, actions, costs, judgments, arbitral awards and expenses (including reasonable attorneys' fees) incurred or sustained in connection to, any dispute arising out of any Payment Transaction for which an Authorization was made on Card not physically presented to the Merchant.

10.3 The Merchant agrees to indemnify AUB, AUB's subcontractors, the Card Association and any other Card sponsor against any and all claims, demands, losses, damages, liability, actions, costs, judgments, arbitral awards and expenses (including reasonable attorneys fees), to which AUB, Card Association, and other Card sponsors may be subjected arising in whole or in part from the DCC Services, any Transaction involving Merchant, any act or omission of Merchant in connection with any such Transaction, use of any third-party vendor, or any breach of the Merchant Services Agreement by the Merchant, or the Merchant's or any third-party vendor's violation of applicable laws or Card Association operating regulations, or any return of goods, price adjustment or other dispute with or claim by a Foreign Cardholder with Merchant (whether or not such Foreign Cardholder's claim is valid), including, but not limited to, claims or losses of any Foreign Cardholder or of any third party.

11 RECORDS AND AUDIT

11.1 The Merchant shall keep and maintain appropriate books and records in relation to the AUB Services in accordance with generally accepted cash accounting principles, such books and records to reflect all Payment Transactions between the Merchant and AUB, and all transactions processed by the Merchant using the AUB Services.

11.2 The Merchant shall grant to AUB and any of its agents or subcontractors (or their duly authorised representatives) the right of access to any of the Merchant's premises, employees and/or records, to the extent relevant to the receipt of the AUB Services, as AUB and any of its agents or subcontractors may reasonably require during normal business hours in order to:

- (a) verify that the Merchant is complying with the terms of this Agreement; and
- (b) identify suspected fraud or accounting mistakes.

11.3 Any audit, investigation or monitoring undertaken in accordance with this clause shall be subject to AUB providing at least twenty (20) Business Days notice of any audit including terms of reference it intends to carry out pursuant to these provisions unless such audit is required for reasons of suspected fraud.

12 LIABILITY

12.1 Nothing in this Agreement shall exclude or limit liability of either Party in relation to:

- (a) death or personal injury caused by negligence or willful or reckless misconduct;
- (b) any fraud or fraudulent misrepresentation; or
- (c) any other losses which cannot be excluded by Law

12.2 AUB hereby excludes all liability to the Merchant, the Representatives, the Cardholders or to any other person for any losses caused by:

- (a) the Equipment;
- (b) any platform or system malfunction;
- (c) any failure in connection or communication links;
- (d) any error in the design or manufacture of any Equipment; and
- (e) processing Payment Transactions made online.

13 FORCE MAJEURE

13.1 Should any Force Majeure Event delay the performance by AUB of its obligations under this Agreement, AUB shall notify the Merchant in writing within seven (7) calendar days of such Force Majeure Event.

13.2 Upon the occurrence of a Force Majeure Event, AUB's duty to perform its obligation under this Agreement shall cease until such Force Majeure Event have been remedied and AUB shall not be liable for any non-performance during such time.

13.3 Should a Force Majeure Event delay the performance of AUB Services for a period of three (3) months or longer, AUB may elect to terminate this Agreement immediately by providing a written notice to the Merchant.

14 TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with clause 15 ("Termination").

15 TERMINATION

15.1 Either Party may terminate this Agreement during the Term by serving a thirty (30) calendar days prior written notice of termination.

15.2 Without prejudice to other rights, AUB shall have the right to immediately terminate this Agreement by serving a written notice to the Merchant and claim compensation for any losses or expenses incurred by AUB if one or more of the following events occurs:

- (a) Merchant commits a breach of a material condition of this Agreement and fails to remedy such breach within fifteen (15) calendar days of a written notice from AUB;
- (b) Merchant commits any act, which in the reasonable opinion of AUB is considered as an act of deception, scam, dishonesty, fraud, willful misrepresentation or an act that would result in significant losses or damages to AUB;
- (c) AUB is required to terminate this Agreement by reason of any Law in the Territory;
- (d) AUB elects to terminate this Agreement pursuant to the occurrence of a Force Majeure Event in accordance with clause 13 of the Agreement;
- (e) any moratorium, arrangement or composition with the Merchant's creditors (including any voluntary arrangement) is obtained or entered into by or in relation to the Merchant or any steps are taken to obtain or enter the same or any proceedings are commenced in relation to the Merchant under any law, regulation or procedure relating to the reconstruction or adjustment of debts or the Merchant commencing negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or part of its debts (save where such moratorium, arrangement or composition or such steps, proceedings or negotiations are for the purpose of a solvent amalgamation or reconstruction and the amalgamated or reconstructed entity agrees to adhere to this Agreement);
- (f) a petition being presented at court (and not being discharged within twenty (20) days), or a resolution being passed or an order being made for the winding-up, bankruptcy or dissolution of the Merchant;
- (g) a receiver, manager, sequestrator, administrative receiver, or other similar officer, or other encumbrancer taking possession of or being appointed over, or any distress, execution, attachment or other process being levied or enforced (and not being discharged within five days) upon, against or in respect of the whole or any material part of the assets, rights or revenues of the Merchant;
- (h) the Merchant ceases or threatens to cease to carry on the whole or a substantial part of its business or if the Merchant is dissolved;

- (i) an administrator of the Merchant is appointed or notice of intention to appoint such an administrator is given or filed at court;
- (j) the Merchant is, or is adjudicated or found to be, insolvent or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment debt in whole or in part within 14 days;
- (k) if the Merchant suffers any event analogous to the events set out in this clause 15.2 in any jurisdiction in which it is domiciled, incorporated or carries on business pursuant to the terms of this Agreement.

15.3 The right to terminate this Agreement pursuant to clause 15 shall be in addition to AUB's rights to report any suspected criminal act to the police and law enforcement authorities in the Territory.

15.4 In the event that this Agreement is terminated, all grants of Intellectual Property Rights by AUB to the Merchant under this Agreement shall automatically cease and all AUB Materials shall be returned by the Merchant to AUB, or its designated agents or subcontractors, immediately following the effective date of termination.

16 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

16.1 Each Party warrants, represents and undertakes as follows:

- (a) it is duly organized and validly existing under the laws of incorporation with power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and all corporate and other action required to authorize its execution of this Agreement and its performance of its obligations hereunder has been duly taken;
- (b) the obligations expressed to be assumed by it in this Agreement are valid and legally binding obligations enforceable in accordance with its terms;
- (c) the execution and delivery of, the performance of its obligation under, and compliance with the provisions of, this Agreement will not (i) contravene any existing applicable law, statute rule or regulation or any judgement, decree or permit to which it is subject, (ii) conflict with, or result in any breach of any terms of, or constitute a default under, any agreement or other instrument to which it is a party or is subject or by which it or any of its property is bound or (iii) contravene or conflict with any provision of its constitutive documents (where relevant);
- (d) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (e) this Agreement is executed by a duly authorized representative of each Party;
- (f) there are no existing agreements with a Third Party the terms of which prevent it from entering into this Agreement or would materially impede the performance by it of its obligations under this Agreement;
- (g) the performance of its obligations shall be carried out by it in accordance with and shall at all times comply with all Laws which are applicable to its business (including, without limitation, the activities to be carried out by it under this Agreement); and
- (h) it has not taken any corporate action and no legal proceedings or other steps have been started or threatened against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues.

16.2 AUB further warrants, represents and undertakes:

- (a) it is and will at all times remain duly authorized or otherwise permitted under any relevant Laws to perform all of its services hereunder and it shall obtain and at all times comply with all relevant consents which are applicable to the activities to be carried out by it under the terms of this Agreement; and
- (b) it will adhere to Payment Card Industry Data Security Standards (PCI DSS).

16.3 Merchant further warrants, represents and undertakes:

- (a) it will comply with all of its obligations under the Agreement;
- (b) it will promptly notify AUB of any change in its business activities including any and all changes to the type of commercial products or services it offers; and
- (c) it is not aware of any material facts or circumstances that have not been disclosed to AUB and which might, if disclosed, adversely affect the decision of a person considering whether or not to provide services, similar to the AUB Services, pursuant to the terms of this Agreement.

17 CONFIDENTIALITY

17.1 Each Party acknowledges that, in connection with this Agreement, either Party may gain access to the Confidential Information of the other Party.

17.2 Each Party agrees that it will not, in anyway, use for its own account or for the account of a Third Party, nor disclose to any Third Party any such Confidential Information revealed to it by the other Party.

17.3 Each Party shall take every reasonable precaution to protect the confidentiality of the Confidential Information.

17.4 Each Party agrees not to disclose the terms of this Agreement to any Third Party and not to prepare or release for distribution to the media any news release or other publicity on or about this Agreement without the consent of the other Party.

17.5 Nothing in this Agreement shall prevent either Party from making any disclosure of Confidential Information when required by law.

17.6 The obligation to maintain confidentiality shall survive the termination of this Agreement for a period of twenty four (24) months.

18 NOTICES

The Parties agree that only communication in writing is valid for the matters of this Agreement, whether in physical or electronic form.

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and shall be subject to the exclusive jurisdiction of the courts of the Kingdom of Bahrain. Without prejudice to the foregoing, AUB shall have the right to take any action against the Merchant in any court of competent jurisdiction.

19.2 The Merchant irrevocably waives (to the extent permitted by applicable law) any objection which, now or hereafter, it may have to the laying of venue of any action or proceeding brought in the foregoing court and any objection on the ground that any such action or proceeding in such court has been brought in an inconvenient forum.

20 GENERAL TERMS

20.1 The Merchant shall not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement or sub-contract the performance of any of its obligations under this Agreement without the prior written consent of AUB.

20.2 The Merchant agree that AUB may assign or transfer all or any of its rights and obligations under this Agreement either to another appropriately authorised member of AUB group, or to an entity that it merges, consolidates or amalgamates with or to which it transfers all or part of its business or assets, or to another company which succeeds to its business.

20.3 AUB shall be entitled, in its sole discretion, to subcontract its obligations under this Agreement to a Third Party.

20.4 Any Third Party appointed by AUB shall have the express right to benefit from and enforce the terms of this Agreement as if it was a party to this Agreement.

20.5 The rights and remedies of each Party under, or in connection with, this Agreement may be waived only by express written notice to the other Party. Any waiver shall apply only in the instance, and for the purpose for which it is given.

20.6 No right or remedy under, or in connection with, this Agreement shall be precluded, waived or impaired by:

- (a) any failure to exercise or delay in exercising it;
- (b) any single or partial exercise of it;
- (c) any earlier waiver of it, whether in whole or in part; or
- (d) any of the above in relation to any other right or remedy (be it of similar or different character).

20.7 The rights and remedies arising under, or in connection with, this Agreement are cumulative and, except where otherwise expressly provided in the Merchant Agreement, do not exclude any rights or remedies provided by law or otherwise.

20.8 If any part of this Agreement is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

20.9 This Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by or on behalf of the Parties and relating to its subject matter.

20.10 No variation of this Agreement shall be valid unless it is in writing signed by or on behalf of each Party.

20.11 The headings contained in this Agreement are so employed for convenience of reference only and are not intended to define, construe, limit, expand or describe the scope or intent of this Agreement.

20.12 Subject to the relevant mandated rules and regulations of PCI DSS, the Merchant is prohibited from storing and/or capturing cardholders data in any kind of form whatsoever at all times. Such data may include, but not limited to, Card number, Cardholder name, expiry date, encrypted or coded data or any other details that are embedded in the Card. The Merchant assert its full compliance with the obligation contained in this clause and understands that any breach of this clause will expose the Merchant to mandatory contractual and/or legal disciplinary actions.

20.13 Pursuant to the CBB directions and instructions, the merchant shall stop double swiping a payment card at a merchant's point-of-sale (POS) terminal/electronic cash register (ECR) to capture or store cardholder and sensitive authentication data encoded on the magnetic stripe of a customer's payment card, after the merchant received the required card payment authorisation response. The merchant asserts its full compliance with the obligation contained in the clause and understands that any breach of this clause will expose the merchant to mandatory contractual and/or legal disciplinary actions by the relevant regulator and/or concerned Ministry.

21 VAT

21.1 Any fees/charge imposed by (the Bank) are exclusive of any value added tax (VAT) or similar tax which may be levied or payable at the prevailing rate as applicable or in relation to any such fees or charge in any jurisdiction and (the Customer) shall pay a sum equal to such value added tax or similar tax to (the Bank) in addition to any such fees or charge.