

**Merchant Information Form****වෙළඳ ව්‍යාපාර තොරතුරු පත්‍රය**
வர்த்தகர் தகவல் படிவம்**COMMERCIAL BANK****Business Information / ව්‍යාපාරික තොරතුරු/ வர்த்தக தகவல்**Merchant Legal Name :
නෛතික වෙළඳ නාමය :
சட்டபூர்வமான வர்த்தகர் பெயர் :Trading Name :
වෙළඳ නාමය :
வர்த்தக பெயர் :Nature of Business :
ව්‍යාපාර ස්වභාවය :
வர்த்தகத்தின் வகை :Business Address :
ව්‍යාපාර ලිපිනය :
வர்த்தக நிலைய முகவரி :Telephone :
දුරකථන අංක :
தொலைபேசி :E-mail Address :
ඊ-මේල් ලිපිනය :
மின்னஞ்சல் முகவரி :Mobile Number used for card reader :
කාඩ්පත් කියවනය සඳහා භාවිතා වන ජංගම දුරකථන අංකය :
கார்ட் றீடருக்கு உபயோகிக்கப்படும் மொபைல் இல. :Serial Number of SIM :
සිම් කාඩ් පත් අංකය :
சிம்மின் தொடர் இலக்கம் :IMEI Number :
ඉමී අංකය :
IMEI இலக்கம் :**Point of Sale proceeds should be credited to / පොස් යන්ත්‍රය හරහා සිදුවන ගනුදෙනු බැර කළ යුතු වන්නේ /**
பொஸ் இயந்திரங்கள் மூலம் நடைபெறும் கொடுக்கல்/ வாங்கல் வருமானத்தை வரவு வைக்க வேண்டிய
விபரம்

Account	Bank, Branch Name බැංකුව හා ශාඛාවේ නම வங்கி,வங்கிக் கிளையின் பெயர்	Bank, Branch Code බැංකු ශාඛා අංකය வங்கிக் கிளையின் குறியீட்டு இல	Account Number ගිණුම් අංකය கணக்கு இல.

*Should be under business name / ව්‍යාපාර නාමය යටතේ විය යුතුය / வர்த்தக பெயரில் இருக்கவேண்டும்

Card	NIC Number ජා.හැ.ප. අංකය தே.அ.அ.இல	Credit Card ක্রেඩිට් කාඩ් கிரெடிட் கார்ட்	Dedit Card ඩෙඩිට් කාඩ් டெபிட் கார்ட்

Details of Proprietor, Partners, or Directors / තනිපුද්ගල, හවුල්කරුවන් හෝ අධ්‍යක්ෂවරුන්ගේ තොරතුරු/
தனிபுடமையாளர், பங்குதாரர்கள் அல்லது பணிப்பாளர்களின் விபரங்கள்

1) Name / නම / பெயர் :
Address / ලිපිනය / முகவரி :
Position/ තනතුර / பதவி :
Telephone No. : Office Residence Mobile
දුරකථන අංක : කාර්යාලය : නිවස : ජංගම
தொலைபேசி இல. : அலுவலகம் : வதிவிடம் : மொபைல்
E-Mail Address / ඊ-මේල් ලිපිනය / மின்னஞ்சல் முகவரி :
NIC No. / ජා.හැ.ප. අංකය / தே.அ.அ.இல :

2) Name / නම / பெயர் :
Address / ලිපිනය / முகவரி :
Position/ තනතුර / பதவி :
Telephone No. : Office Residence Mobile
දුරකථන අංක : කාර්යාලය : නිවස : ජංගම
தொலைபேசி இல. : அலுவலகம் : வதிவிடம் : மொபைல்
E-Mail Address / ඊ-මේල් ලිපිනය / மின்னஞ்சல் முகவரி :
NIC No. / ජා.හැ.ප. අංකය / தே.அ.அ.இல :

3) Name / නම / பெயர் :
 Address / ලිපිනය / முகவரி :
 Position/ තනතුර / பதவி :
 Telephone No. : Office Residence Mobile
 දුරකථන අංක කාර්යාලය නිවස ජංගම
 தொலைபேசி இல. அலுவலகம் வதிவிடம் மொபைல்
 E-Mail Address / ඊ-මේල් ලිපිනය / மின்னஞ்சல் முகவரி :
 NIC No. / ජා.න.ප. අංකය / தே.அ.அ.இல :

Agreement

Commercial Bank of Ceylon PLC (CBC) is a provider of electronic payment processing solutions and is hereby offering you (the “MERCHANT”) the Q+ QR payment solution that enables the acceptance, processing and management of QR based mobile payments via CBC’s QR based electronic merchant payment platform (the “Service”). CBC shall include strategic partners and incorporate payment schemes, such as MasterCard QR, mVisa and Lanka QR in the Services provided in order to provide the MERCHANT with a superior and open loop payments acceptance method. By accepting this Agreement, the MERCHANT also accepts the inclusion of said strategic partners and payment schemes as part of the Service offering.

1. FORMATION OF CONTRACT

- 1.1. By accepting this Agreement and the terms and conditions herein, either through the execution of the CBCQ+ Merchant Application Form or otherwise, or by using the Service, the MERCHANT acknowledges to have read and agrees to be bound by this Agreement and all documents incorporated by reference. If the MERCHANT does not agree to be bound by the terms of this Agreement, the MERCHANT shall not use the Service.
- 1.2. CBC may vary any provision in this Agreement, without prior consent from the MERCHANT, if such change is required as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition or alteration of government tax or as a result of any review of CBC’s business planning, changes within the industry, recommendations from regulator bodies or for such other reasons as it may in its sole discretion determine. CBC shall in such circumstances endeavor to give MERCHANT notice of such changes as soon as reasonably practical. Electronic notices shall be sent to the email address or mobile number provided as the MERCHANT’s primary contact in the CBC Pay Merchant Application Form.

2. MERCHANT’S RESPONSIBILITIES AND OBLIGATIONS

- 2.1. MERCHANT shall at all times comply with these terms and conditions. The MERCHANT further undertakes to comply with all laws, by-laws and any other regulations issued by any competent authority in relation to the operation of the Service, in particular the MERCHANT shall ensure compliance with all anti-money laundering and combating financing of terrorism rules, regulations and laws issued in the Democratic Republic of Sri Lanka.
- 2.2. MERCHANT shall ensure that it has acquired all necessary approvals, permissions and authorizations for the services offered to all users who shall make electronic payments to the MERCHANT through the Service (“Consumers”). MERCHANT shall be responsible for the content, quality and delivery of services offered, and for ensuring that these services comply with this Agreement.
- 2.3. MERCHANT should have access to ‘merchant app’ i.e. mobile application provided by CBC or merchant portal in order to receive the transaction confirmations or its should be capable of receiving transaction confirmations through API (application programming interface) or through SDK (Software Development Kit).
- 2.4. MERCHANT should not share or expose the credentials of the Mobile App, Web Portal, API or SDK given to any third party. Merchant is responsible for any fraudulent, authorized transaction happen due to exposing of credentials to unauthorized persons.
- 2.5. MERCHANT shall display prominently, the QR code and the Merchant Identification Number i.e. the unique MERCHANT identifier that enables the collection of electronic payments through the Service, as well as the branding material and other trade or service marks or copyright material as CBC may provide and stipulate from time to time, on or about the premises or website of the MERCHANT.
- 2.6. MERCHANT shall ensure that the access password for the web portal provided by CBC is not disclosed to any unauthorized persons at all times during the Term.
- 2.7. MERCHANT shall not deduct any charges for the transaction from the consumer. In this regard, the amount transferred by the Consumer shall be exactly equivalent to the price(s) of goods and/or services being consumed by the Consumer.
- 2.8. MERCHANT shall ensure the attendance of its staff, personnel and/or agents at training activities organized by CBC.
- 2.9. MERCHANT shall immediately notify CBC in writing if there is any change in the nature of the products and/or services offered by the MERCHANT.
- 2.10. MERCHANT agrees to hold in confidence this Agreement and all information, documentation, data and know-how disclosed to it by CBC and shall not disclose to any third Party or use confidential information other than in connection with the performance of this Agreement or any part thereof without CBC’s written approval.
- 2.11. MERCHANT shall provide CBC on request with information or material regarding the service offered to its Consumers or agents.
- 2.12. MERCHANT shall ensure that goods and/or services provided are not used for any illegal purposes, or for the transmission or offering of any information or services which are libelous, unlawful, abusive, threatening, harmful, defamatory, or in any way infringe the laws governing copyright, intellectual property rights, trademarks, or any other material that is slanderous or may cause offence in any way.
- 2.13. MERCHANT shall ensure that any relevant third Party using its facilities shall be bound by the terms of this Agreement.
- 2.14. MERCHANT shall only use CBC’s trademarks and trade names for providing and promoting the Service during the Term.

3. CBC’S RESPONSIBILITIES AND OBLIGATIONS

- 3.1. CBC shall provide MERCHANT with appropriate and reasonable technical support.
- 3.2. CBC may, from time to time, make changes to equipment, modality, Delivery Channels, etc. used to handle and provide the Service. Such changes are at the sole discretion of CBC and shall be made without prior consent from MERCHANT.
- 3.3. CBC shall settle the value of funds collected on the MERCHANT’s behalf across the Delivery Channels into the MERCHANT’s preferred bank account or card. Settlement shall occur online real time or on every Business Day (on a T+1 basis) where Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for business in Sri Lanka.
- 3.4. CBC shall provide branding and advertising material to facilitate the promotion of the Service. Materials that have been supplied to MERCHANT at no cost shall remain the property of CBC and returnable to CBC upon demand or upon termination of this Agreement.
- 3.5. CBC shall provide an online web portal through which MERCHANT shall have online and real-time visibility to payment collections.
- 3.6. CBC shall have the right at any time during the Agreement period to inspect the MERCHANT’s business operations and its outlets to ensure compliance with these terms and conditions.
- 3.7. CBC shall notify the MERCHANT and the Consumer of each successful transaction via SMS.

4. TERM AND TERMINATION

- 4.1. This Agreement shall commence on the later of
 i) the date MERCHANT accepts the terms of this Agreement via the submission of the CBC Pay Merchant Application Form, or
 ii) the date the MERCHANT’s account is activated for live transactions of the Service, if different (the “Effective Date”); and shall continue for a period of three (3) years from the Effective Date. The Agreement shall be automatically renewed for successive one (1) year terms unless either Party gives the other written or electronic notice of its intention to terminate, at least thirty (30) days prior to the end of the then-current term.
- 4.2. Either Party may terminate this Agreement, in whole or in part, by giving thirty (30) days’ written or electronic notice to the other Party prior to such termination.
- 4.3. Upon termination of this Agreement, CBC’s obligation to reimburse the MERCHANT shall cease on the Effective Date of such termination and CBC shall not be obliged or bound to make any payment on any transaction completed after the date of termination.

5. LIMITATION OF LIABILITY

- 5.1. MERCHANT shall be responsible at all times for maintaining the security of its and its Consumer’s data, and CBC shall bear no liability for the loss or damage in part or whole, of such data, to the extent that such loss or damage has been caused or contributed to by MERCHANT.
- 5.2. CBC shall not be liable for any indirect, incidental, special or consequential damages or for interrupted communications, lost data, or loss of profit, or economic loss arising out of or in connection with this Agreement, or out of any consequent negligence by its officers or employees. This Agreement does not in any way or form create an agency/principal relationship between the MERCHANT and CBC.

6. CHARGEBACK PROCESSING

- 6.1. Where a Consumer demands for a transaction reversal under specific circumstances meant to serve as a form of consumer protection on a fraudulent or disputed transaction e.g. goods not delivered, duplicate transactions, the MERCHANT should investigate the incident thoroughly and reverse the disputed amount back to the consumer.
- 6.2. MERCHANT may use the 'mobile App' or the 'Merchant Portal' provided to the Merchant to do such reversals/refunds. Alternatively merchant may seek CBC's support to process the refund/reversal to the customer.
- 6.3. Merchant shall assist CBC when requested to investigate any of the MERCHANT's transactions processed through the Service. The MERCHANT permits CBC to share information about a Chargeback with the Consumer, the Consumer's Delivery Channel, and the MERCHANT's financial institution in order to investigate consumer disputes. CBC shall request the necessary information from the MERCHANT to provide relief to the consumer.
- 6.4. If a consumer dispute is not resolved in the Consumer's favor or the MERCHANT chooses not to refund the funds pertaining to the consumer dispute, CBC shall recover mediate and inform its final decision to the merchant and CBC may recover the Chargeback amount and any associated fees from the MERCHANT. The MERCHANT acknowledges that failure to assist CBC in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of the request, may result in an irreversible recovery of transaction amount. CBC reserves the right, upon electronic notice to the MERCHANT, to charge a fee for mediating and/or investigating Chargeback disputes.

7. SUSPENSION

- 7.1. CBC shall not be liable or responsible to the MERCHANT in any manner whatsoever for any failure to perform any of its obligations contained in this Agreement if such failure is by reason of the introduction, imposition or variation of any law or any directive of any authority or any agency or any change in the interpretation or application thereof, it is or will become unlawful, or contrary to any such directive, or impractical without breaching such law or directive, for CBC to give effect to its obligations under this Agreement.

8. COPYRIGHT

- 8.1. All Intellectual Property Rights owned by one Party shall remain vested in such Party, and for clarity, and avoidance of doubt:
- 8.1.1. The Intellectual Property Rights of the products and services shall be vested in CBC;
- 8.1.2. Equipment provided, unless purchased by MERCHANT, all rights of any nature, trade name, documents, drawings and information, including any access codes provided to MERCHANT, and information in CBC database accessed by the Consumers and MERCHANT remain vested in CBC.

9. PREVENTION OF MONEY LAUNDERING AND THE FINANCING OF TERRORISM

- 9.1. The transfer of funds through the Service which is or which forms part of the proceeds of any crime or which is intended to facilitate, aid or finance the commission of any crime is expressly prohibited.
- 9.2. CBC shall monitor and report any suspicious activity by the MERCHANT and/or the Consumers to its IT and Compliance Officer who may eventually escalate the suspicious activity to the relevant law enforcement authority.
- 9.3. Notwithstanding anything to the contrary contained in this Agreement, CBC shall be entitled to forthwith terminate this Agreement in the event that CBC reasonably and in good faith determines that the MERCHANT has breached any of its obligations contained in this clause.

10. GENERAL

- 10.1. This Agreement together with the CBC Pay Merchant Application Form constitutes the entire Agreement between the Parties and supersedes any previous Agreement or relationship of whatsoever nature between the Parties in respect of the Services.
- 10.2. CBC may modify these Terms and Conditions from time to time by updating its website and/or providing electronic notice to the MERCHANT. The MERCHANT is deemed to have accepted and agreed to be bound by any changes to the terms when the MERCHANT uses the Service after said changes are posted.
- 10.3. Either Party's rights and powers under this Agreement are not affected if it fails to or chooses not to enforce any of them at any time. If any part of this Agreement is not enforceable it will not affect the remainder.
- 10.4. Neither Party shall be deemed to be in breach of this Agreement for any failure in performance caused by events outside of its reasonable control, to include, but not limited to any act of God, inclement weather, shortage of power, flood, drought, lightning, fire, lockout, trade dispute, labor disturbance, act or omission of government highway authorities, or Mobile Network Operator or other authority, war, military operators, or riot.
- 10.5. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration as per the Payment and Settlement act, (any other act.....) of the laws of the Democratic Republic of Sri Lanka. Notwithstanding any arbitral award, either Party shall meet its costs incurred in exercising this provision.
- 10.6. This Agreement shall be governed and construed in all respects in accordance with the laws of the Democratic Republic of Sri Lanka.

11. SERVICE CHARGES

- 11.1. CBC shall be entitled to a transaction processing fee from the MERCHANT on transaction face value for each payment processed through the Service (the "Service Charges").
- 11.2. CBC will also charge the Merchant Discount Rate (MDR) as below from the merchant for each and every transaction.

Application/Product Discount Rate

Application/ Product	Discount Rate

- 11.3. CBC has the right to change a fee from time to time
- 11.4. The MDR shall be deducted automatically during settlement of funds into the MERCHANT's preferred bank account or mobile wallet in an instance of a bulk fund transfer.
- 11.5. If in case of a real time fund transfer, CBC will post the exact transaction amount to the Merchant's account maintained at the Commercial Bank of Ceylon PLC and deduct the MDR separately.
- 11.6. Bank will not reimburse the charged MDR in an event of a refund or a reversal of a transaction.
- 11.7. The MERCHANT shall be responsible for any deductions or tax required to be paid by law on transactions made through the Service. In the event that CBC shall be required by law to make any deductions or withholding tax then CBC shall, at the cost and expense and for the account of the MERCHANT comply with such applicable legislation and remit the amounts to the appropriate authorities.

12. NOTICES

- 12.1. By providing MERCHANT'S email address or other contact information, such as mobile number, MERCHANT agree that CBC may communicate with you electronically to that email address or mobile number as part of the Service and that any communications sent to those addresses will serve as formal notice under this Agreement.
- 12.2. The MERCHANT shall be responsible for informing CBC of any changes to your contact
- 12.3. information as soon as reasonably possible.

I / We certify that all information herein furnished are true and correct in all respects. මම / අපි මෙහි දක්වා ඇති සියලු තොරතුරු සෑම අතකින්ම නිවැරදි සහ සත්‍ය බව සහතික කරමි / කරමි. මෙලෙස තරப்பட்டுள்ள තகவல்கள் யාවும் சகல அம்சங்களிலும் உண்மையானதும், சரியானதும் என நான் / நாங்கள் உறுதிப்படுத்துகின்றேன் / நோம்

Signature / අත්සන/கையொப்பம்
(on the rubber stamp / රබර් මුද්‍රාව මත/
றபர் முத்திரையின் மேல்)

Designation / තනතුර/
பதவி

Date / දිනය/
திகதி

1.
2.
3.

Important / ඉතා වැදගත් / மிக முக்கியமானது

Please read the following instructions before signing the merchant agreement and attach required documents

වෙළඳ ගිවිසුම් අත්සන් කිරීමට පෙර කරුණාකර පහත දක්වා ඇති උපදෙස් කියවන්න. අවශ්‍ය ලියකියවිලි මේ සමඟ අමුණන්න
வர்த்தகர் உடன்படிக்கையில் கையெழுத்திடுவதற்கு முன், கீழுள்ள அறிவுறுத்தல்களைக் கவனமாக வாசித்த பின், தேவையான ஆவணங்களை இணைக்கவும்.

Individuals

පුද්ගලික ව්‍යාපාරයක් හමි

தனிப்பட்டவர்கள்

- NIC copies of all parties / සියලු පාර්ශවයන්ගේ ජාතික හඳුනාගැනීමේ පිටපත් / சகல பகுதியினரதும் தே. அ. அ. பிரதிகள்
- Billing Proof / ලිපිනය තහවුරු කිරීමේ බිල් පතක් / முகவரியை உறுதிப்படுத்தக்கூடிய கட்டண பட்டியல்கள்
- Any relevant document to certify your profession / වෘත්තීය තහවුරු කරණ අදාළ ඕනෑම සහතිකයක් / உங்கள் தொழிலை உறுதிப்படுத்தக்கூடிய எந்தவொரு பொருத்தமான ஆவணம்

Proprietorship & Partnership

තනිඅයිතිය / හවුල් අයිතිය හමි

தனிபுடைமை மற்றும் பங்குடைமை

Certified copies of / සහතික කරන ලද / கீழே குறிப்பிடப்பட்டுள்ளவற்றின் உறுதிப்படுத்தப்பட்ட பிரதிகள்

- Business registration/ ව්‍යාපාර ලියාපදිංචි සහතිකයේ ඡායා පිටපතක් / வர்த்தக பதிவுச் சான்றிதழ்
- NIC copies of all parties / සියලු පාර්ශවයන්ගේ ජාතික හඳුනාගැනීමේ පිටපත් / சகல பகுதியினரினதும் தே. அ. அ. பிரதிகள்
- Last 3 month's statements of other bank accounts / පසුගිය මාස 3ක ව්‍යාපාරික ගිණුම් වාර්තා (වෙනත් බැංකුවක හමි පමණක්) / ஏனைய வங்கிக் கணக்குகளின் கடைசி 3 மாத நிதிக்கூற்றுகள்

Limited Liability Company

සීමිත වගකීම් ව්‍යාපාරයක් හමි

பொறுப்புக்கள் வரையறுக்கப்பட்ட கம்பனி

Certified copies of / සහතික කරන ලද / கீழே குறிப்பிடப்பட்டுள்ளவற்றின் உறுதிப்படுத்தப்பட்ட பிரதிகள்

- Certificate of Incorporation. (C65 / Form 2a)/ සංස්ථාපන සහතිකයේ ඡායා පිටපතක් / கூட்டிணைக்கப்பட்ட சான்றிதழ் (C65 / படிவம் 29)
- Memorandum of Association / සාංගමික සංස්ථාපනයේ ඡායා පිටපතක් / பொதுநிலை அறிக்கை
- Articles of Association / සාංගමික ව්‍යවස්ථාවලියේ ඡායා පිටපතක් / கம்பனி அமைப்பு விதிகள்
- The board resolution/ අධ්‍යක්ෂවරුන්ගේ යෝජනා ප්‍රකාශය / கம்பனி நிர்வாக சபையின் தீர்மானம்
- NIC copies of all directors / ජාතික හඳුනාගැනීමේ පත්වල ඡායා පිටපත් / சகல பணிப்பாளர்களினதும் தே. அ. அ. யின் பிரதிகள்
- Form 48 or Form 20 / 48 හෝ 20 ව්‍යවහාරිකයේ ඡායා පිටපතක් / படிவம் 48 அல்லது படிவம் 20
- Recent Financial Statements / මෑතක සකස් කල මූල්‍ය ප්‍රකාශණයන්හි පිටපත් / அண்மைக்கால நிதி அறிக்கைகள்
- Last 3 month's statements of other bank accounts / පසුගිය මාස 3ක ව්‍යාපාරික ගිණුම් වාර්තා (වෙනත් බැංකුවක හමි පමණක්) / ஏனைய வங்கிக் கணக்குகளின் கடைசி 3 மாத நிதிக்கூற்றுகள்

Societies, Clubs and Associations

සීමිත වගකීම් ව්‍යාපාරයක් හමි

சன சமூகநிலையங்கள், கழகங்கள் மற்றும் சங்கங்கள்

Certified copies of / සහතික කරන ලද / கீழே குறிப்பிடப்பட்டுள்ளவற்றின் உறுதிப்படுத்தப்பட்ட பிரதிகள்

- The Rules certified by the President & Secretary / සභාපති හා ලේකම් සහතික කරන ලද ව්‍යවස්ථාවේ ඡායා පිටපතක් / தலைவர் மற்றும் செயலாளரினால் உறுதிப்படுத்தப்பட்ட சட்ட விதிகள்
- A Resolution of the committee (format given overleaf) / සමිතියේ යෝජනා (ආකෘතිය පසු පිටේ දක්නට ලැබේ). / குழுவின் தீர்மானமொன்று (மாதிரி அடுத்த பக்கத்தில் தரப்பட்டுள்ளது)
- The Minutes of the meeting at which the present office bearers were selected / වර්තමාන නිලධාරීන් පත් කෙරුණු සමිති වාර්තා. / தற்போதைய அலுவலக நிர்வாகிகளைத் தெரிவு செய்த கூட்டத்தின் நிகழ்ச்சிக் குறிப்புகள்
- Last 3 month's statements of other bank accounts/ පසුගිය මාස 3ක ගිණුම් වාර්තා (වෙනත් බැංකුවක හමි පමණක්)/ ஏனைய வங்கிக் கணக்குகளின் கடந்த 3 மாத நிதிக்கூற்றுகள்
- NIC copies of the Office Bearers / වර්තමාන නිලධාරීන්ගේ ජාතික හඳුනාගැනීමේ පත්වල ඡායා පිටපත් / அலுவலக நிர்வாகிகளின் தே. அ. அ. பிரதிகள்

DRAFT

DRAFT OF THE RESOLUTION TO BE ADOPTED BY THE DIRECTORS OF A LIMITED LIABILITY COMPANY ENTERING INTO A MERCHANT AGREEMENT TO CARD PAYMENTS, QUICK REFERENCE (QR) PAYMENTS AND TO OFFER PAYMENT SETTLEMENT PLAN FOR CREDIT CARDS ISSUED BY COMMERCIAL BANK

CERTIFIED COPY/EXTRACT OF RESOLUTION PASSED ON (date) BY THE BOARD OF DIRECTORS OF LIMITED. A COMPANY INCORPORATED UNDER THE COMPANIES ORDINANCE NO. 51 OF 1938*/THE COMPANIES ACT NO.17 OF 1982* AND REGISTERED UNDER THE COMPANIES ACT NO. 7 OF 2007 UNDER COMPANY NO.

Resolved that the Company do enter into a merchant agreement with the Commercial Bank of Ceylon PLC to accept card payments, quick reference (QR) payments and offer easy payment plan facility only for Commercial Bank Credit Card Holders, incorporated under the Companies Ordinance No.51 of 1938 under Company Number PBS 600 and registered under the Companies Act No. 7 of 2007 under Company Number PQ 116 and having its registered office at No. 21, Bristol Street, Colombo 1, and its Card Centre at 01, Union Place, Colombo 2 at a discount rate to be specified in the merchant agreement to be entered into with Commercial Bank of Ceylon PLC.

Resolved further, that the Company do execute the necessary agreement writings and documents in this connection and that the common seal of the Company be affixed to the merchant agreement and such other writings and documents (if any) in the presence of any two Directors of the Company or any one Director and the Secretary of the Company.**

Resolved further in terms of the Memorandum and Articles of Association of the Company, the Directors are duly authorized to enter into this merchant agreement and have not thereby exceeded their powers and are acting intra vires in obtaining the said merchant status.

Certified as a true copy

.....
CHAIRMAN/ DIRECTOR

.....
DIRECTOR/ SECRETARY

.....
DATE

* Delete whichever is inapplicable

** Change if necessary

Please type in Company's letterhead and place the emboss seal & the rubber stamp.

කරුණාකර සමාගමේ ලිපි ශීර්ෂයේ මුද්‍රණය කර මුද්‍රණ (emboss) මුද්‍රාව හා රබර් මුද්‍රාව තබන්න

நிறுவனத்தின் முகவரியடங்கிய கடிதத்தாளில் (letterhead) மேற்குறிப்பிட்ட விடயங்களை அச்சிட்டு, அத்தாளில் புடைப்பு முத்திரை (Emboss Seal) மற்றும் நிறுவனத்தின் றப்பர் முத்திரையையும் பதிவு செய்யவும்.

Details of the user / පරිශීලකයාගේ විස්තර / பாவனையாளர் பெயர்		IP Address / IP ලිපිනය / IP முகவரி :	
Full Name / නම / பெயர்	:		
Department / දෙපාර්තමේන්තුව / திணைக்களம்	:		
Address / ලිපිනය / முகவரி	:		
City / Postal Code / නගරය / තැපැල් කේතය / நகரம் / தபால் பெட்டி இல.	:		
Date of Birth / උපන් දිනය / பிறந்த திகதி	:		
Phone Number / දුරකථන අංක / தொலைபேசி இல.	:		
Fax Number / ෆැක්ස් අංක / தொலை நகல் இலக்கம்	:		
User's e-mail / ඊ-මේල් ලිපිනය / மின்னஞ்சல் முகவரி	:		

Full Name/ නම / பெயர்	:	
Contact Number / දුරකථන අංක / தொலைபேசி இல.	:	
Fax Number / ෆැක්ස් අංක / தொலை நகல் இலக்கம்	:	
E-Mail Address / ඊ-මේල් ලිපිනය / மின்னஞ்சல் முகவரி	:	

..... ஆனது பயனாளர் பதவி விலகும் பட்சத்தில் அல்லது அவர் மாற்றமுறும்போது அவரது பயனாளர் அடையாளத்தையும் பாவனையையும் இரத்துச் செய்வதற்கு கொமர்ஷல் வங்கிக்கு அறியத் தருவதாக உறுதி கோருகின்றது.

Proprietor/ Partners/ Director
 අයිතිකරු/ හවුල්කරු/ අධ්‍යක්ෂකවරයා
 தனியுடைமையாளர்/பங்காளர்/பணிப்பாளர்

(For CBC use Only)		
User ID	:	
Account Created by	:	
Date	:	
Services	:	

(Audited By)

APPENDIX I - Beneficial Ownership Form

Declaration of Beneficial Ownership	
This form has been issued under the Customer Due Diligence Rule No 1 of 2016 issued in terms of the Section 2(3) of the Financial Transactions Reporting Act of 2006. This form, or an approved equivalent, is required to be completed by all customers of financial institutions designated under the Acts to the best of their knowledge. The original completed and signed and witnessed version of this form must be retained by the financial institution and available to the competent authorities upon request.	
Customer Identification:	
Name and Designation of Natural Person Opening Account	
Name, Reg. No. and Address of Legal person for Which the Account is Being Opened	
Name, Deed No., Trustee and Address of Legal arrangement for Which the Account is Being Opened	
I declare that I:	
am the beneficial owner ² of the customer for this account.	
am not the beneficial owner* of the customer of this account. Complete identifying information for all beneficial owners that own or control 10% or more of the customer's equity, beneficial owners on whose behalf the account is being operated, and at least one person who exercises effective control of the legal entity regardless of whether such person is already listed.	

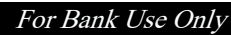
2 - beneficial owner as "a natural person who ultimately owns or controls a customer or the person on whose behalf a transaction is being conducted and includes the person who exercises ultimate effective control over a person or a legal arrangement."

	NIC or Passport # /Country of Issue Country of Citizenship	DOB	Current Address	Source of Beneficial Ownership (1=Equity (indicate %), 2=Effective Control, 3=Person on Whose Behalf Account is Operated)	Check if Politically Exposed Person (PEP) 3

Details of the Customer Authorized to Act on Behalf of Entity
Name :
NIC/Passport :
Date of Birth :
Signature :
(By signing you attest to the veracity of all information contained herein and you acknowledge and understand the above warning)
Verification of Beneficial Ownership
Authorized Financial Institution Official
Name :
Title :
Date :
Signature and Seal:
(by signing, you attest that you have identified the Customer whose signature is on this form and have witnessed said signature)

3 - politically exposed person" means an individual who is entrusted with prominent public functions either domestically or by a foreign country, or in an international organization and includes a Head of a State or a Government, a politician, a senior government officer, judicial officer or military officer, a senior executive of a State owned Corporation, Government or autonomous body but does not include middle rank or junior rank individuals

(Requirement in terms of the Financial Transaction Reporting Act No. 6 of 2006/ any other Foreign or Local Law)



DATE	:	
ACCOUNT NO	:	
CIF NO	:	
BRANCH NO	:	MANAGER'S INTL :

✓ Tick the appropriate boxes

2. Nature & Purpose of Business /Organization:

4. Countries involved in the Business :

<input type="checkbox"/> Business	<input type="checkbox"/> Social & Charity	<input type="checkbox"/>
<input type="checkbox"/> Investment	<input type="checkbox"/> Trust	

<input type="checkbox"/> Sales and Business Turnover	<input type="checkbox"/> Contract Proceeds	<input type="checkbox"/> Investment Proceeds
<input type="checkbox"/> Commission Income	<input type="checkbox"/> Donations/Charities (Local/Foreign)	<input type="checkbox"/> Membership Contributions
<input type="checkbox"/> Export Proceeds	<input type="checkbox"/> Profit/Professional Income	<input type="checkbox"/>

☐ Less than 1,000,000 (or equivalent FC value) ☐ 5,000,000 to 25,000,000 (or equivalent FC value)

☐ 1,000,000 to 5,000,000 (or equivalent FC value) ☐ Over 25,000,000 (or equivalent FC value)

- ☐ Cash
- ☐ Cheque
- ☐ Fund Transfers

<input type="checkbox"/> Yes	If “ Yes ”, please state i) The Country : ii)Percentage of Investment:
<input type="checkbox"/> No	

✓ Tick the appropriate boxes

☐ Proprietorship ☐ Company ☐ Trust

☐ Partnership ☐ Clubs/ Societies/Charities/Associations ☐ NGOs/NPOs

☐ Copy of the business registration ☐ Proprietor's /Partners' information (KYC Form)

<input type="checkbox"/> Certificate of Incorporation	<input type="checkbox"/> Lists of subsidiaries and affiliates;
<input type="checkbox"/> List of major shareholders with equity interest of more than 10%	<input type="checkbox"/> Details of names of the signatories;
<input type="checkbox"/> Bank references (if applicable)	<input type="checkbox"/> Beneficial ownership (In the case of companies listed on the CSE)

<input type="checkbox"/> Copy of the Constitution /Charter etc	<input type="checkbox"/> Other connected institutions/associates/organizations
<input type="checkbox"/> Committee or Board Resolution authorizing the account opening	<input type="checkbox"/> Trust Deed (For Trust Accounts Only)
<input type="checkbox"/> The source and level of income/funding	

☐ Yes ☐ No

☐ Yes ☐ Not Applicable

Date.....

Customer Profile Form (KYC)- For Personal Customers

(Requirement in terms of the Financial Transaction Reporting Act No.6 of 2006/ any other Foreign or Local Law)



For Bank Use Only

DATE	:
ACCOUNT NO	:
CIF NO	:
BRANCH NO	: MANAGER'S INTL :

Section A – Basic information of the Individual including of those holding power of attorney.

✓ Tick the appropriate boxes

1. Customer Name:			
2. Nature of Business :		3. Occupation/Employment/ Position Held :	
4. Name & Address of Employer :			
5. Status of the Residential Address:			
Ownership of premises		<input type="checkbox"/> Owner (A) <input type="checkbox"/> Lease/Rent (C) <input type="checkbox"/> Friends/Relatives (E) <input type="checkbox"/> Parent's (B) <input type="checkbox"/> Official (D) <input type="checkbox"/> Board/Lodging (F)	
Permanent Address : [In case of (C) to (F)]		Foreign Address (if any) :	
6. Citizenship :			
<input type="checkbox"/> Sri Lankan	<input type="checkbox"/> Resident in Sri Lanka	<input type="checkbox"/> Non Resident - Country of Residence :	
	Country	Country of Birth	
<input type="checkbox"/> Sri Lankan with dual citizenship		Nationality	
<input type="checkbox"/> Foreign National with dual citizenship		Type of Visa	<input type="checkbox"/> Permanent Residence <input type="checkbox"/> Green Card <input type="checkbox"/> Temporary Residence <input type="checkbox"/>(Specify)
<input type="checkbox"/> Foreign national		Expiry Date	
7. Any Tax liability in USA	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. In case of Foreign Passport Holders, give the purpose of opening the account in the foreign jurisdiction :			
9. Purpose of Opening the Account :			
<input type="checkbox"/> Business transactions <input type="checkbox"/> Employment/Professional income <input type="checkbox"/> Savings <input type="checkbox"/> Remittances		<input type="checkbox"/> Bill payment/ Loan repayment <input type="checkbox"/> Share transactions / Investment purposes <input type="checkbox"/> Social & Charity work <input type="checkbox"/>	
10. Source of Funds : [Expected source and nature of credits into the account]			
<input type="checkbox"/> Salary/Profit/Professional Income <input type="checkbox"/> Export Proceeds <input type="checkbox"/> Sale of Property/Assets <input type="checkbox"/> Sales and Business Turnover <input type="checkbox"/> Donations/Charities (Local/Foreign) <input type="checkbox"/> Gifts <input type="checkbox"/> Rent Income <input type="checkbox"/> Investment Proceeds <input type="checkbox"/>			
11. Anticipated Volumes : [Expected/Usual average volumes of deposits into the account in Rs per month]		12. Expected Mode of Transactions/ Delivery Channels:	
<input type="checkbox"/> Less than 200,000 (or equivalent FC value) <input type="checkbox"/> 200,000 to 1,000,000 (or equivalent FC value) <input type="checkbox"/> 1,000,000 to 3,000,000 (or equivalent FC value) <input type="checkbox"/> Over 3,000,000 (or equivalent FC value)		<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Fund Transfers	
13. Other Connected Businesses /Professional Activities (if applicable).			

Section B -Mandatory checks (For Bank Use Only)

1. Name, Date of birth and Nationality verification: To be supported by one of the following accepted documents.		
<input type="checkbox"/> National Identity Card	<input type="checkbox"/> Driving License	
<input type="checkbox"/> Passport	<input type="checkbox"/> Birth Certificate for Minors	
2. Address verification: Residential address to be supported by one of the following accepted documents. (N.B.- Mobile phone bills are not accepted)		
<input type="checkbox"/> National Identity Card	<input type="checkbox"/> Statement of other Banks	<input type="checkbox"/> Letter from a public Authority
<input type="checkbox"/> Tenancy Agreement	<input type="checkbox"/> Utility Bill (Specify)	<input type="checkbox"/> Income Tax Receipt/ Assessment Notice
<input type="checkbox"/> Driving License	<input type="checkbox"/> Employment Contract	<input type="checkbox"/>
3. Obtained FATCA declaration [If 'Yes' in (7) above]	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
4. Copy of the valid Visa/Permit [In case of accounts for non-national customers]	<input type="checkbox"/> Attached	<input type="checkbox"/> Not Attached
5. Customer falls in to the category of Politically Exposed Persons (PEPs).	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Authorized Signature

Emp No.....

Date.....

Date _____

TERMS AND CONDITIONS

In consideration of Commercial Bank of Ceylon PLC. (Bank) pursuant to my/our request, making available to me/us. Automated Teller Machine (ATM) Facilities and issuing to me / us a Debit/ATM Card. I/We agree to be bound by the following terms and conditions.

1. At all times to regard the Card as the property of the Bank and to surrender it unconditionally and without reservation upon demand by the Bank.
2. At no time to use or attempt to use the Card unless there are sufficient funds in my/our account to cover the withdrawal or transfer.
3. To restrict use of the Card exclusively to the person named overleaf as it is not transferable.
4. Not to use or attempt to use the Card after any notification of its cancellation or withdrawal has been given to me/us by the Bank or by any person acting on behalf of the Bank.
5. At no time and under no circumstances to disclose to any Person the Personal Identification Number (PIN NO) allotted to me/us to facilitate the use of the Card in the Bank's ATM or any ATM where the card is accepted.
6. To immediately notify the Bank of the loss or theft of the Card.
7. To accept full responsibility for all transactions processed from the use of the Card except any transactions occurring after the bank shall have confirmed to me/us that it has received notice of loss or theft of the card or of unauthorised acquisition of the Personal Identification Number.
8. Subject to (7) above to accept the Bank's record of withdrawals and/or transfers as conclusive and binding for all purposes and to authorise the Bank to debit my/our account with all amounts withdrawn or transferred with or without my/our knowledge or authority.
9. To acknowledge that the amount stated on the ATM screen or a printed inquiry slip or receipt advice shall not for any purpose whatsoever be taken as conclusive of the state of my/our account with the Bank.
10. Not to hold the Bank liable, responsible or accountable in any way whatsoever for any loss or damage howsoever arising caused by any malfunction or failure of the Card or the ATM or the insufficiency of funds in the ATM.
11. Notwithstanding and without prejudice to the generality of the provisions of (10) above the use of the Card shall be at my/our sole risk and I/We assume any and all risks incidental to or arising out of the use of the card.
12. The bank will not be responsible for the Card not being honoured for any reason whatsoever.
13. To return the Card for cancellation should it be no longer required or should my/our account with the Bank for any reason be closed
14. That the Bank shall be at liberty to terminate the facility at any time without notice to me/us by cancelling or refusing to renew the Card.
15. All Card transaction effected in currencies other than Sri Lankan Rupees will be debited to the Card Account after conversion into Sri Lankan Rupees at a rate of exchange determined by the exchange rate adopted by Visa/MasterCard International on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by Visa/MasterCard International to the Bank, if applicable, which fees may be shared with the Bank.
16. Cash and/or cheques deposited by use of the Card will only be credited to my/our account after verification by the bank. The statement issued by the Automated Teller Machine at the time of deposit will only represent what I/We purport to have deposited and shall not be binding on the Bank. The Bank's count of the amount contained in the envelope shall be conclusive. Cheques will be accepted for Collection only and the Proceeds will not be available for drawing until the cheques are cleared and realised.
17. Joint Account Holders are inter alia jointly & severally bound by these terms and conditions and are liable for all transactions processed by the use of the Card.
18. All rules and regulations governing the operation of Current, Savings or any other Account shall be applicable To Card transaction relating to such accounts.
19. I/We undertake not to use this card to make payment for purchases of Real Estate or Financial Assets overseas.
20. Other than the terms & conditions imposed by the Bank on the usage of the card, the cardholder will also be governed by the rules and regulation imposed by both MasterCard/VISA International on the usage of the card.
21. The Bank reserves the right to vary these terms and conditions.
22. **This declaration is made to the Controller of Exchange, Sri Lanka:-**
I/We (Cardholder), (Cardholder) declare that all details given above by me/us on this form are true and correct. I/We hereby confirm that I/We am/are aware of the conditions imposed under the Exchange Control Act in the notice published in the Extraordinary Gazette No: 1411/5 of 19th September 2005 subject to which the card may be used for transaction in foreign exchange and I/We hereby under take to abide by the said conditions. I/We further agree to provide any information on the transactions carried out by me/us in foreign exchange on the card issued to me/us, as Commercial Bank of Ceylon PLC may require for the purpose of Exchange Control Act. I/We also affirm that I/We undertake to surrender the Card/s to Commercial Bank of Ceylon PLC, If I/We migrate or leave Sri Lanka for employment abroad. I/We am/are aware that the Authorised dealer is required to suspend availability of foreign exchange on EFTC if reasonable ground exist to suspect that unauthorised foreign exchange transactions are being carried out on the EFTC issued to me/us.
23. *We the undersigned Partners of authorise the issue of the Card to the person named overleaf and confirm that all drawings made through this Card shall be debited to the Partnership Account at Commercial Bank of Ceylon PLC. We undertake to be jointly & severally liable for all such drawings and also for any overdraft that may be created by the use of the Card. Further, we confirm that all services, facilities & information about the Partnership Account available through the ATM Machine may be made available to this Cardholder until receipt of written notice from any of us to the contrary.

1. _____
2. _____
3. _____

*(To be completed only in the case of Partnership Accounts).