

# Terms and Conditions

Please read these Terms and Conditions carefully. All contracts that the Consultant (OneSecPay) may enter into from time to time for the provision of Payment Solution Consultancy Services shall be governed by these Terms and Conditions, and the Consultant will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any service to the Client.

WHEREAS, the Consultant has expertise in the area of providing high risk payment processing solutions with the help of its partner bank networks;

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

## 1. Engagement and Services

a. Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.

b. Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

c. Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

d. Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. (a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period").

(b) Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving 30 calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving 30 calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include:

- i. any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 8, 10 and 11,
- ii. any other breach that a Party has failed to cure within 30 calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

iii. (c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

## 3. Consultancy Fee and Expenses

a. Consultancy Fee. In consideration of the Services to be rendered hereunder, the Company shall pay Consultant a Consultancy fee EUR 500 .

b. Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Company.

c. Payment. The Consultant shall submit to the Company a monthly invoice detailing the Services performed and the amount due. All such invoices shall be due and payable within 10 calendar days after receipt thereof by the Company.

## 4. Force Majeure

(a) Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or

other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

(b) The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

## **5. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of England, without giving effect to any choice of law or conflict of law provisions.

## **6. General**

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

## **7. Fee and Refunds**

The client understands and agrees that the total invoice amount will include the OneSecPay Application and Consultation fee and the applicable VAT(20%).

In case of rejection by all the OneSecPay banking partners even after supplying all necessary documentation needed and demanded, and if OneSecPay is not able to place the company with a payment processing partner within 60 days of the payment of fee , OneSecPay will refund the EUR 500 fee to the client. The refund will be made within 60 working days after the client submits the Refund Request. Company is not responsible for the delay caused by third party services such as Banking Partners , Courier Services etc. Based on external factors like these, Client cannot claim a refund of service charges. It is understood that submission of application for payment services is never generic, routine and/or time bound. The concerned case officer may call for additional documents, as per the changing requirements of the process, and may request for further submission of such additional documents to the concerned banks and underwriting authorities. Any request for refund on these grounds will not be entertained.

By signing/acknowledging the agreement to avail our services, Client cannot withdraw AT ANY POINT during the process because of own personal circumstances which may have changed. It is unacceptable to consider or entertain any form of settlement. As a business with heavy investments, we cannot accommodate requests for refunds once services have been provided or when any part of the process has commenced.