

# UBA MERCHANT REGISTRATION FORM

Please complete this section with information about your organization. Please also attach a copy of your company's certificate of incorporation												
<b>Section 1</b> Merchant Information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name of Merchant/Company:</td> <td style="width: 50%; padding: 5px;">RC Number:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Trading Name &amp; Address:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Business Segment/ Industry (Tick as appropriate)</td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Stores &amp; Supermarket  <input type="checkbox"/> Club/ bar  <input type="checkbox"/> Fast Food  <input type="checkbox"/> Boutique  <input type="checkbox"/> Bureau de Change  <input type="checkbox"/> Catering Services  <input type="checkbox"/> Church/ NGO  <input type="checkbox"/> Education/Schools  <input type="checkbox"/> Cosmetics  <input type="checkbox"/> Electronics                 </td> <td style="padding: 5px;"> <input type="checkbox"/> Embassy  <input type="checkbox"/> Hospitals  <input type="checkbox"/> Jewelry  <input type="checkbox"/> Salon  <input type="checkbox"/> Security Services  <input type="checkbox"/> Interior Decoration  <input type="checkbox"/> Gym  <input type="checkbox"/> Cyber Café  <input type="checkbox"/> Automobile Parts  <input type="checkbox"/> Laundry                 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Bookshop  <input type="checkbox"/> Legal Services  <input type="checkbox"/> Logistics/ Courier  <input type="checkbox"/> Hotel/ Guest House  <input type="checkbox"/> Airlines  <input type="checkbox"/> Travel Agencies  <input type="checkbox"/> Telecoms  <input type="checkbox"/> Wholesaler  <input type="checkbox"/> Restaurants  <input type="checkbox"/> Fuel Stations                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <b>Please indicate Others in box</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; vertical-align: middle;"></span> </td> </tr> </table>	Name of Merchant/Company:	RC Number:	Trading Name & Address:		Business Segment/ Industry (Tick as appropriate)		<input type="checkbox"/> Stores & Supermarket <input type="checkbox"/> Club/ bar <input type="checkbox"/> Fast Food <input type="checkbox"/> Boutique <input type="checkbox"/> Bureau de Change <input type="checkbox"/> Catering Services <input type="checkbox"/> Church/ NGO <input type="checkbox"/> Education/Schools <input type="checkbox"/> Cosmetics <input type="checkbox"/> Electronics	<input type="checkbox"/> Embassy <input type="checkbox"/> Hospitals <input type="checkbox"/> Jewelry <input type="checkbox"/> Salon <input type="checkbox"/> Security Services <input type="checkbox"/> Interior Decoration <input type="checkbox"/> Gym <input type="checkbox"/> Cyber Café <input type="checkbox"/> Automobile Parts <input type="checkbox"/> Laundry	<input type="checkbox"/> Bookshop <input type="checkbox"/> Legal Services <input type="checkbox"/> Logistics/ Courier <input type="checkbox"/> Hotel/ Guest House <input type="checkbox"/> Airlines <input type="checkbox"/> Travel Agencies <input type="checkbox"/> Telecoms <input type="checkbox"/> Wholesaler <input type="checkbox"/> Restaurants <input type="checkbox"/> Fuel Stations	<b>Please indicate Others in box</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; vertical-align: middle;"></span>	
	Name of Merchant/Company:	RC Number:										
	Trading Name & Address:											
Business Segment/ Industry (Tick as appropriate)												
<input type="checkbox"/> Stores & Supermarket <input type="checkbox"/> Club/ bar <input type="checkbox"/> Fast Food <input type="checkbox"/> Boutique <input type="checkbox"/> Bureau de Change <input type="checkbox"/> Catering Services <input type="checkbox"/> Church/ NGO <input type="checkbox"/> Education/Schools <input type="checkbox"/> Cosmetics <input type="checkbox"/> Electronics	<input type="checkbox"/> Embassy <input type="checkbox"/> Hospitals <input type="checkbox"/> Jewelry <input type="checkbox"/> Salon <input type="checkbox"/> Security Services <input type="checkbox"/> Interior Decoration <input type="checkbox"/> Gym <input type="checkbox"/> Cyber Café <input type="checkbox"/> Automobile Parts <input type="checkbox"/> Laundry											
<input type="checkbox"/> Bookshop <input type="checkbox"/> Legal Services <input type="checkbox"/> Logistics/ Courier <input type="checkbox"/> Hotel/ Guest House <input type="checkbox"/> Airlines <input type="checkbox"/> Travel Agencies <input type="checkbox"/> Telecoms <input type="checkbox"/> Wholesaler <input type="checkbox"/> Restaurants <input type="checkbox"/> Fuel Stations												
<b>Please indicate Others in box</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px; vertical-align: middle;"></span>												
<b>Section 2</b> Contact Information	Please Provide information about contact persons within your organization											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name of Primary Contact</td> <td style="width: 50%; padding: 5px;">Name of Secondary Contact</td> </tr> <tr> <td style="padding: 5px;">Designation</td> <td style="padding: 5px;">Designation</td> </tr> <tr> <td style="padding: 5px;">Office Telephone/ Extension</td> <td style="padding: 5px;">Office Telephone/ Extension</td> </tr> <tr> <td style="padding: 5px;">* Mobile Number</td> <td style="padding: 5px;">* Mobile Number</td> </tr> <tr> <td style="padding: 5px;">Email address</td> <td style="padding: 5px;">Email address</td> </tr> </table>	Name of Primary Contact	Name of Secondary Contact	Designation	Designation	Office Telephone/ Extension	Office Telephone/ Extension	* Mobile Number	* Mobile Number	Email address	Email address	
	Name of Primary Contact	Name of Secondary Contact										
	Designation	Designation										
	Office Telephone/ Extension	Office Telephone/ Extension										
	* Mobile Number	* Mobile Number										
Email address	Email address											
Please describe your products, goods and service offerings:												
Number of PoS Terminals required:												

<b>Section 4</b> POS Terminal Information	Location of terminal (Address)	Contact Person responsible for Terminal	Phone Number

**Please provide your Bank account details with UBA**

<b>Section 5</b> Bank Account Information	Account Name	
	Account Number	
	Account Type	
		<input type="checkbox"/> Current Account <input type="checkbox"/> Savings Account
	UBA Bank Branch	
	UBA Branch Address	
	SMS Alerts on PoS Transactions <input type="checkbox"/> Yes <input type="checkbox"/> No	Mobile Number for SMS Alerts (You can specify more than one number)

<b>Section 6</b> Other Information	<b>Please provide any other information in the space below</b>

I, on behalf of \_\_\_\_\_ hereby certify that the information provided in this form are true and accurate. I agree that UBA Ghana reserves the right to take appropriate measures including, but not limited to legal actions, if the information here is discovered to be false.

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date 

D	D	M	M	Y	Y
---	---	---	---	---	---

MOBILE MONEY ON POS ACTIVATION – YES  NO

IF YES:

SETTLEMENT RATE.....

CHARGE TO CUSTOMER  CHARGE TO MERCHANT  70% TO CUSTOMER – 30% TO MERCHANT

**FOR BANK USE ONLY**

**Section 7 Filled by UBA**

Terminal ID:	Merchant ID:	Terminal Model Code:
Business Occupation code:	PAN Account Number:	
Merchant Discount/ MSC Rate	Upper Limit	Settlement Cycle:
<b>* Name of Staff that won merchant's mandate</b>		<b>*Staff ID:</b>
<b>BUSINESS OFFICE TO ENSURE COMPLIANCE TO RISK PROFILE LISTED BELOW</b>	<b>CHECK <input checked="" type="checkbox"/> TO CONFIRM COMPLIANCE X FOR NON COMPLIANCE</b>	<b>COMMENT IF ANY</b>
Business must be in operation for 3 years while a justification must be obtained from DH, Credit Risk Mgt in exceptional cases. However business shall not be in operation for less than 6 months		
Perform Background check on prospective merchants and principal shareholders / key officers		
Perform credit check, background investigations and reference checks of merchant		
Physically inspect premises and records		
Investigate into the merchants previous POS agreements and provide issue report if any.		
Confirm Merchant's Monthly turnover is not less than GH\$10,000 per month. <b>NOTE: POS Terminal shall be retrieved OR cost of POS Terminal debited to Merchant account if transaction volume/turnover per month does not reach GH\$ 10,000 within six months from date terminal is deployed.</b>		
<b>ACCOUNT R. MANAGER</b>	<b>BRANCH OP. MANAGER</b>	<b>BRANCH MANAGER</b>
Name		
Signature		
Date		
Email Address		

# ACQUIRER/MERCHANT AGREEMENT - TERMS AND CONDITIONS

We ..... of ..... (Hereinafter referred to as "the Merchant" which expression shall where the context so admits include its successors-in-title and assigns) hereby agree to be bound by the following terms and conditions as a Merchant appointed by United Bank for Africa Ghana (hereinafter referred to as "Bank" of "UBA")

## Definitions:

- i. "Acquiring Bank" or "Acquirer" is a Member of a Card Association in its capacity as an acquirer of a transaction from a Merchant.
- ii. Card means a card issued by UBA or any licensed Bank for the purpose of making payment for goods or services.
- iii. Cardholder means the authorized user of a payment Card issued by UBA or any licensed Member Bank.
- iv. A Card Association is a network of issuing banks and acquiring banks that process payment cards of a specific brand.
- v. Card Issuer means a licensed deposit taking bank having the approval of CBN to serve as an issuer of payment cards.
- vi. Chargeback means a disputed claim by a Cardholder to Card Scheme through UBA.
- vii. Card Schemes define the rules of the card system (e.g. licenses, fraud responsibilities), and choices of technical functionalities (e.g. standards, security requirements)
- viii. Issuing Bank means the issuer of a card
- ix. Member Bank means A financial institution or other entity that has been granted membership in and has become a member of the Card Association in accordance with the Standards. x."Membership" means Membership in the Card Association."
- xi. Merchant means a commercial entity or person that, pursuant to a merchant agreement, is authorized to accept Cards and access devices when properly presented.
- xii. Merchant Discount rate means the applicable charge per transaction borne by the Merchant.
- xiii. Standards mean the Byelaws, rules and policies, and the operating regulations and procedures of the Card Schemes, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.
- xiv. POS means Point of Sale

## 1.01 Honoring of Cards:

- (a) The Merchant will accept all valid cards when properly presented by cardholders for payment for goods and services.
- (b) The Merchant shall not establish minimum or maximum amounts for card sales as a condition for accepting any card.
- (c) The Merchant shall not engage in a card transaction if the person seeking to charge. The purchase to his or her card account does not present the card to allow merchant to examine it and obtain an imprint or otherwise use the physical card to complete the transaction.
- (d) The Merchant shall maintain a policy which does not discriminate against Cardholders and must honor all valid Cards when properly presented for payment. Provided that the transaction is not illegal or likely to damage the goodwill of the Card Scheme or reflect negatively on the Card Scheme's Marks.

## 1.02 Identification

- a) The Merchant shall prominently and unequivocally display signs showing its true name and identity visible to all Cardholders within its premises

- b) In the event that the Merchant operates a website, that website must contain the following

i. Prominently display the name of the Merchant

- ii. Prominently display the name of the Merchant as displayed on the website on the customer's POS Receipt
- iii. Display the Merchant name information as prominently as any other information depicted on the website, other than images of the products or services being offered for sale.

## 1.03 Advertising

- (a) The Merchant agrees to prominently display the promotional materials provided by Bank in its place (s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("marks") associated with card(s) shall be limited to informing the public that card(s) will be accepted at merchants' place(s) of business.
- (b) The Merchant may use promotional materials or marks during the tenor of the License granted by the Bank and shall immediately stop the use and return any inventory to Bank on termination thereof.
- (c) The Merchant's use or display of promotional materials or marks does not give the Merchant any ownership or interest in the marks.

## 1.04 Card Acceptance

When accepting the Card, the Merchant will follow the steps provided by Bank for accepting cards and will:

- (a) Determine in good faith and to the best of its ability that the Card is valid on its face.
- (b) Obtain authorization from the Card issuer to charge the Cardholder's account.
- (c) Enter a description of the goods or services sold and the price, including applicable taxes in the Transaction Information Document (TID) unless the sales slip is electronically generated
- (d) Obtain Cardholder's signature on the sales slip and compare that signature to the signature on the card.
- (e) Provide the Cardholder with true and completed copy of the TID/receipts.

## 1.05 Authorization

- (a) The Merchant will obtain an authorization from Bank for all Card sales.
- (b) The Merchant hereby acknowledges that an authorization provides only that the Cardholder's account has sufficient credit available to cover the amount of the current sale and that an authorization does not mean the following:
  - (i) A guarantee that the transaction will not be subject to dispute
  - (ii) A confirmation of the identity of the Cardholder.

## 1.06 Cash Payments

The Merchant shall not receive any payments from a Cardholder for charges included in Any transaction resulting from the use of any card nor receive any payment from the Cardholder

to prepare and present a transaction for the purpose of effecting a deposit to the Cardholder's card account.

## 1.07 Duplicate Transactions

The Merchant shall not deposit duplicate transactions. The Merchant shall be debited for any adjustments for duplicate transactions and shall be liable for any chargeback which may result there from.

## 1.08 Release of Cardholder Account Information

The Merchant will not under any circumstances disclose any Cardholder's account number or any information relating to the Cardholder's account number or any sales slips or credit vouchers which may have been imprinted with any card to any person other than a Bank representative or as required by law. Furthermore, the Merchant agrees to store any material containing the Cardholder's account information in a secure manner with limited access for bonafide purposes and shall destroy such information at the proper time in a fashion which renders the data unreadable. The Merchant shall not use any Cardholder information for any fraudulent purpose or in violation of the Card Scheme Rules or for a purpose which the Cardholder did not authorize. The Merchant agrees that failure to properly store Cardholder Information or wrongful use/disclosure of any such information will constitute a breach of this Agreement and will therefore be liable to pay damages.

## 1.09 Compliance with Card Association Rules

The Merchant shall comply with and conduct its card activities in accordance with all Standards. The Merchant hereby indemnifies the Bank against any loss, liability, cost which the Bank may incur as a result of the Merchant's non compliance with the said Rules and Standards.

## 1.10 Warranties of Merchant

The Merchant hereby provides the following warranties to Bank:  
(a) All information contained in Merchant's application for processing services or any other documents delivered to Bank in connection therewith is true and properly reflects Merchants' business, financial condition and principal partners, owners or officers.  
(b) The Merchant has the power to execute, deliver and perform this agreement and this agreement is duly authorized and will not violate any provision of law or conflict with any other agreement to which Merchant is subject.

(c) The Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so.

(d) Each sale slip presented to the Acquiring Bank for collection is genuine and is not the result of any fraudulent transaction or is not being deposited on behalf of any other business other than the business authorized by this Agreement. Furthermore, the Merchant warrants that each sales slip presented shall represent the result of a bonafide card transaction for the purchase of goods and services by the cardholder in the total amount stated on the sales slip.

(e) The Merchant has performed or will perform all its obligations to the Cardholder in connection with the card transaction evidenced thereby.

(f) The Merchant has the requisite skill and capacity to perform all its duties and obligations as contemplated herein and in accordance with the laws applicable thereto.

(g) The Merchant shall not engage in any acceptance practice that would discriminate against or discourage the use of cards in favor of any other Card brand.

(h). The Merchant undertakes to be responsible for the cost of replacing any POS terminal in their possession or custody that is lost, damaged or malfunctioned under any circumstances.

## 1.11 Indemnity.

The Merchant shall indemnify Bank from and against all losses, expenses and damages which Bank or a Card Scheme may suffer or incur as a result of its failure to observe any of the Merchant's obligations or arising from any dispute between Bank and any cardholder in respect of goods and services purchased through the Merchant  
The Merchant hereby agrees and undertakes to fully indemnify and keep Bank harmless from and against all actions, claims, costs (including legal costs on a full indemnity basis), losses, charges, expenses and damages which the merchant may suffer or incur as a result of:

(a) any fraud, dishonesty or misconduct (criminal or otherwise) relating to the Transactions perpetrated by the Merchant, its servant, agent, employee or contractor or the fraud, dishonesty or misconduct (criminal or otherwise) perpetrated by a third party as a result of the negligence or default of the Merchant, its servant, agent, employee or contractor; and

(b) any loss of or damage to any equipment or POS terminal in the Systems arising out of the act or omission whether negligent or otherwise of the Merchant, its servant, agent, employee or contractor or out of any failure of the Merchant, its servant, agent, employee or contractor to operate the equipment in accordance with the procedures prescribed by the network.

(c) The Merchant shall not hold Bank liable or responsible for any action, claim, cost, expense, damage and loss, including consequential loss or damage or loss of profit, which the Merchant may suffer or incur as a result of a breakdown in the Systems or POS terminal when the Systems or POS terminal are not available for any reason whatsoever.

## 1.12 Warning Notice.

Bank shall forward to the Merchant from time to time the latest Warning Notice in respect of Cards. If the Merchant accepts any card that is on such notice, the Merchant will be liable to any transaction issued as a result of the use of such card.

## 1.13 Merchant Monitoring

Bank reserves the right to take steps as well as request for information that would enable it monitor the Merchant's transactions, deposits and authorization activities in order to ensure that the Merchant is in compliance with the applicable Standards.

## Presentments, Payments & Chargeback's

### 2.01 Chargeback

Any chargeback to the Merchant will be in accordance with the procedures and rules established by the Card Scheme as modified from time to time. The reasons for the chargeback of items include (but will not be limited to) the following:

- (a) The transaction amount being not authorized
  - (b) The transaction slips being illegible and not signed by the Cardholder
  - (c) Error in transaction details
  - (d) Transaction amount being altered on sales slip
  - (e) Duplicated transaction
  - (f) Cardholder alleges non - participation in the sale, non authorization of the use of card and non - receipt of goods and services purchased.
  - (g) Declined transaction
  - (h) Expired card
  - (i) Cancelled or uncompleted pre-authorized transaction
- The Bank will however be obliged to give details of reasons for charge backs.

**2.02 Merchant Discount Rate**

A flat-fee of ..... (or as advised by the Acquirer) on the transaction amount with and a maximum of GH\$ 10,000 shall be charged by the network as merchant fee payable by the merchant. However, for International/foreign cards, the applicable charges shall be applied.

**2.03 Payment Procedure**

- a. All Transactions shall be made in Ghana Cedis.
- b. The Merchant shall be liable to make payments due to the network arising from this Agreement in accordance with the provisions herein:
  - i. The Merchant shall pay to Bank the applicable fees, merchant discount on a per transaction basis, at such time as may from time to time be stipulated by the network in the Schedule of Charges and Fees set out in the Schedule of fees.
  - ii. The fees payable by the Merchant under this Agreement are exclusive of any taxes, duties, fees or government levies which may be imposed now or hereafter in respect of the transactions. Such taxes, duties, fees or governmental levies shall be for the Merchant's account.
  - iii. Prompt payment of the fees shall be of the essence of this Agreement. Bank shall deduct the applicable fees on per-transaction basis.
  - iv. All fees paid by the Merchant under this Agreement shall not be refundable in the event of termination of this Agreement howsoever caused.
- c. Upon the execution of this Agreement, the Merchant shall provide the Bank with all necessary particulars of the account designated by the Merchant.
- d. If for any reason whatsoever, Bank ceases to be a Member Bank, the Merchant shall forthwith upon receipt of written notice thereof from the network; redesignate an account for the purpose of the Transactions with any of the other member bank.
- e. The Merchant, under this agreement, hereby authorizes the Bank to debit directly without prior notice all fees due from the Merchant to Bank and other parties of the network under this Agreement from the aforesaid designated account.
- f. The Merchant undertakes to execute and furnish such additional authority in writing as may be required by Bank for the purpose of affecting the aforesaid direct debits.
- g. The Merchant accepts that payment can sometimes fail either for reasons known only to the Issuing or Acquiring Bank or due to a data communication failure between servers. The Merchant can only obtain proof of payment from the transaction message bearing a successful transaction status or the successful transaction report available to the Merchant the day after the Transaction date.
- h. The Merchant agrees that the Bank will not undertake payment or settlement procedures on the following non-settlement days:
  - (i) Any day declared by the Bank of Ghana or the Bank as being a holiday; and
  - (ii) Saturdays, Sundays and public holidays as declared in Ghana; in which case transactions effected on such days shall be paid and settled on the immediately following day which is not any of the aforesaid non-settlement days.

**2.04 Submission of Sales Receipts**

The Merchant shall submit copies of sales vouchers/Point of Sale (POS) terminal receipts to the Bank on weekly basis to enable processing/reconciliation with transactions done by the Merchant electronically via the POS terminal. The Bank shall not be obliged to accept any transactions which are not sent within the stipulated one week of the date such transactions were incurred.

**2.05 Retrieval Request**

Merchant agrees to mail or fax copies of sales receipts to Bank within 24 hours of receiving retrieval request from Bank. The Merchant understands that failure to respond to a retrieval request within the time period with a copy of the transaction and proof of delivery to Bank shall constitute a waiver of all rights of the Merchant to dispute the chargeback. For the Merchants, the sales slip must be legible, accurate, complete and signed by the Cardholder.

**3.0 TRANSACTION VOLUME/ MINIMUM MONTHLY TURNOVER**

**3.01 Minimum Monthly Turnover**

Merchant undertakes that he/ she will achieve a monthly transaction volume/turnover of not less than Ten Thousand Ghana Cedis only (GH\$10, 000.00) within five months (5) of the initial six months from date POS terminal is deployed.

**3.02 Failure to Meet Monthly Turnover**

In the event that the Merchant fails to achieve the minimum turnover as indicated in Clause 3.01, the POS terminal shall be retrieved OR cost of POS terminal shall be debited to Merchant account without recourse to the Merchant.

**Miscellaneous**

**4.01 Confidentiality**

In the course of this agreement, the Merchant may acquire information relating to Bank, its pricing methods, systems, processes and hereby agree to respect and preserve its confidentiality and not to disclose any such information to any third party. The Merchant shall also keep all information acquired from Cardholders confidential and shall not disclose any such information to any third party other than Bank, the Card Scheme or as required by law.

**4.02 Changes**

Bank shall have the right to amend these terms and condition at any time and from time to time, upon thirty (30) days written notice thereof.

**4.03 Enforcement of this agreement**

This agreement and any special conditions shown on the final page hereof, shall supersede any previous agreement between the Merchant and Bank concerning the same subject and shall become effective when this is signed on by the Merchant and countersigned by Bank. This agreement may be terminated by either party at any time by a 30 day written notice sent by registered mail. In the event of termination, the Merchant's obligation with respect to all transactions accepted by Bank prior to such termination shall continue in full force and effect. Bank may terminate this agreement immediately without prior notice if

- (i) The Bank has reason to believe that fraudulent transactions and other activity prohibited by this agreement is occurring at any Merchant location
- (ii) Such action is required to prevent loss to the Bank or Card Issuers
- (iii) Merchant appears on any card Association security reporting,
- (iv) Bank Merchants' acceptance criteria changes.

**4.04 Arbitration**

All disputes, controversy or claims arising out of or in connection with this contract may be settled by arbitration in accordance with the Arbitration and Conciliation Act, Laws of Ghana. The venue of the arbitration shall be in Ghana and the Language shall be English.

**4.05 SEVERABILITY**

If any provision herein is deemed by any tribunal or court of competent jurisdiction to be illegal, invalid or unenforceable under any applicable law or otherwise, it shall, to the extent required by such law and subject to the agreement of the network, be severed from this Agreement and rendered ineffective so far as is possible without affecting the legality, validity and enforceability of the remaining provisions of this Agreement.

**4.06 INDULGENCE**

The liability of the Merchant hereunder shall not be impaired or discharged by reason of any time or grace or other indulgence being granted by or with the consent of Bank or any forbearance by the Bank to insist upon its strict rights hereunder. No right under this Agreement shall be deemed to have been waived except in writing signed by the parties hereto and waiver of any particular right in a particular instance shall not constitute or be deemed a waiver of any other right.

**4.07 FORCE MAJEURE**

No failure or omission by any party to carry out its obligations or observe any of the stipulations or conditions of this Agreement, shall give rise to any claims against the party in question or be deemed a breach of this Agreement, if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labor, delay in deliveries from subcontractors or machine failure caused by force majeure, or any other event outside the control of the party in question.

**4.08 SUSPENSION OF RIGHTS**

Without prejudice to any of the parties rights at law and under this Agreement, in the event of a breach by the Merchant of any of the terms and conditions of this Agreement, the other party may at its sole discretion give immediate notice in writing to the Merchant to remedy the breach within one (1) month of the said notice and may during the notice period, suspend all rights of the Merchant under this Agreement, save for those rights necessary to enable the Merchant to remedy the breach. If the Merchant shall fail to remedy the breach within the aforesaid notice period, the Bank shall have the right but not the obligation to extend the notice period (with or without suspension) or forthwith terminate this Agreement in accordance with Clause 3.03.

**4.09 GOVERNING LAW**

The provisions of these terms and conditions shall be governed by Ghana Law.

**5.0 PENALTY FEE**

**5.01 MONTHLY PENALTY FEE**

There shall be a monthly penalty fee for each terminal if same is left inactive / dormant for a minimum of 30 days.

IN WITNESS WHEREOF the within named Merchant has caused its Common Seal to

Be affixed the ..... day .....of, 20....

\_\_\_\_\_  
THE COMMON SEAL of the within named  
("The Merchant Company's Name")  
Was affixed in the presence of:

\_\_\_\_\_  
SIGNATORY

\_\_\_\_\_  
SIGNATORY

Signed for and on behalf of the within named  
**UNITED BANK FOR AFRICA GHANA**

\_\_\_\_\_  
AUTHORISED SIGNATORY

\_\_\_\_\_  
AUTHORISED SIGNATORY