

AGREEMENT FOR THE PARTICIPATION IN CARD SCHEMES

This AGREEMENT is made today between

(1) **JCC PAYMENT SYSTEMS LTD** with Central Bank's Payments-Institution-Operation-Licence no 115.1.2.1 (hereinafter referred to as "**JCC**") on the one part, and

(2)
(hereinafter referred to as "**the Merchant**") on the other part

Registration Number / ID number:

WHEREAS **JCC** is a member of the Card Schemes (as the term is defined in Terms for the Participation in Card Schemes), under which the processing and payment of transactions made with certain credit and debit cards is effected,

AND WHEREAS the Merchant requested to participate in the Card Schemes in accordance with the provisions of this Agreement in order to be able to accept the cards covered by the Card Schemes for the purchase of the goods and/or services he offers,

AND WHEREAS JCC has accepted the request of the Merchant,

NOW THEY AGREE AS FOLLOWS:

1. **REGISTRATION FEE: 17,00 Euros** per Merchant.

2. a. **POS TERMINAL RENTAL - PLAN A'**

- ☐ WIRED TCP/IP POS TERMINAL
- ☐ WIRELESS POS TERMINAL
- ☐ WIRELESS mPOS TERMINAL

POS TERMINAL RENTAL - PLAN B'

- ☐ WIRED TCP/IP POS TERMINAL
- ☐ WIRELESS POS TERMINAL
- ☐ WIRELESS mPOS TERMINAL

b. ☐ **ANNUAL FEE OF INTERNET PAYMENT GATEWAY MERCHANTS €200,00** (VAT not incl.)

c. ☐ **JCC SoftPOS MONTHLY FEE €2,99** (VAT not included)

3. **RENTAL OF POS TERMINAL**

PLAN A'

3.1. The Merchant shall pay JCC an annual rental fee for each POS as stated in terms 3.3 to 3.5. The rental fee payable to JCC is based on the Merchant's annual transaction turnover, as indicated in the below table, and paid at the end of every calendar year. In case of POS removal, rental fee is charged according to the Merchant's total transaction turnover for the period the POS was active during the year.

ANNUAL TRANSACTION TURNOVER		POS TERMINAL RENTAL CHARGE (AT THE END OF THE YEAR)
FROM (EURO)	TO (EURO)	%
-	69.999	100
70.000	139.999	50
140.000+		0

3.2. The Merchant shall pay the annual rental fee to JCC with a direct debit on his/her bank account, but JCC is entitled at its discretion to request payment by other means including cuts from future payments.

3.3. Annual Rental Fee per wired Internet TCP/IP POS Terminal: **€120,00** (VAT not included).

3.4. Annual Rental Fee per wireless POS Terminal including the SIM card and all telecommunication expenses: **€200,00** (VAT not included).

3.5. Annual Rental Fee per wireless mPOS Terminal (without imprinter; generation and delivery of e-receipts by SMS), including the SIM card and all telecommunication expenses: **€130,00** (VAT not included).

PLAN B'

3.6. The Merchant is committed to receive JCC services for a predefined number of years as per the table in section 3.11.

3.7. Annual Rental Fee per wired Internet TCP/IP POS Terminal: **€55,00** (VAT not included).

3.8. Annual Rental Fee per wireless POS Terminal including the SIM card and all telecommunication expenses: **€99,00** (VAT not included).

3.9. Annual Rental Fee per wireless mPOS Terminal (without imprinter; generation and delivery of e-receipts by SMS), including the SIM card and all telecommunication expenses: **€65,00** (VAT not included).

3.10. For the first year the Merchant will be partially charged for the period between the installation date up to the end of first year and then the full amount of the annual rental fee at the beginning of each year. In case of POS removal, rental fee will be adjusted to the number of days for which the Terminal was in production.

3.11. **Exit fee:** In case the Merchant terminates his/her cooperation with JCC before the committed period expires (according to term 3.6), then the Merchant will pay exit fee (VAT not included) per Terminal according to table below:

PERIOD OF COOPERATION	EXIT FEE PER POS TERMINAL TYPE			PERIOD OF COOPERATION	EXIT FEE PER POS TERMINAL TYPE		
	WIRED TCP/IP	WIRELESS (with built-in printer)	mPOS (without built-in printer)		WIRED TCP/IP	WIRELESS (with built-in printer)	mPOS (without built-in printer)
1st year	€ 150,00	€ 200,00	€ 70,00	3rd year	€ 60,00	€ 85,00	€ 10,00
2nd year	€ 90,00	€ 130,00	€ 25,00	4th year	€ 30,00	€ 40,00	-

The period of cooperation will be calculated from the Terminal's installation date.

3.12. If the Merchant continues his/her cooperation with JCC beyond the end of the committed period according to term 3.6, then the charge of the annual rental fee will continue without exit fee.

JCC Soft POS application

3.13. The monthly fee for using the JCC SoftPOS application is payable in advance on the 1st day of each calendar month where the application will be used and is not refundable. The first month (during which the app is activated) will be free of charge.

4. SERVICES (where applicable)

☐ **DCC Service**

☐ **Instalment Purchase service** The Merchant has chosen to be settled for all instalment purchases as follows:

☐ Full settlement (Less discounting fees) on the date of 1st instalment

☐ Instalment basis on each instalment transaction date

☐ **Card Credit Transfer service**

☐ **Marketplace***

The Merchant can add or remove any of the above services, as long as the service can be provided to the Merchant, by notifying JCC a week in advance. The above services as well as any future services that may be added based on this term shall be subject to the terms and provisions of the Participation Agreement at all times.

*Marketplace refers to an entity that brings together cardholders and retailers on an electronic commerce website or mobile application and processes transactions and receives settlement on behalf of those retailers.

5. MERCHANT PAYMENTS

The Merchant accounts will be credited with the transaction proceeds received by the Point of Service within one (1) business day from the receipt of the batch, unless Clause 12 below applies and/or Clause 6.1 under the Terms for the Participation in Card Schemes is applied. The batches received after 23:55 will be processed by JCC for payment on the next business day.

6. VALUE DATE

The date when the Merchant's bank account is credited.

7. AUTHORISATION

According to the provisions of the Agreements signed between us and with reference to any amount payable from us to you and from you to us, we irrevocably authorise you to engage in such actions as to credit and/ or debit the bank account number shown below and the Bank shown below is authorised to accept such credits/debits.

BANK ACCOUNT NUMBER:

BANK:

8. JCC CONTACT DETAILS

JCC PAYMENT SYSTEMS LTD

1 Stadiou Street, 2571 Industrial Area Nisou, P.O. Box 21043, 1500 NICOSIA

Tel.: +357 22 868000 | Fax: +357 22 868591 | Email: customerservice@jcc.com.cy or operations@jcc.com.cy |

www.jcc.com.cy

9. PERSONAL DATA

How JCC Payments Systems Ltd collects, uses, discloses and processes any Personal Data as result of this Agreement and the means by which it is done is set out in Clause 14 of the Terms for the Participation in Card Schemes which forms an integral part of this Agreement.

As payments involve a substantial amount of Cardholder, Transaction and other data, Data Protection is a particular concern and is subject to substantial regulation both under local law and the EU General Data Protection Regulation (EU) 2016/679. The Data provisions of the Terms for the Participation in Card Schemes (Clause 14) reflect this concern and highlight the specific obligations both JCC and the Merchant have in relation to processing payment Data as well as your rights as a Merchant.

10. MARKETING AND ADVERTISING

JCC Payment Systems Ltd is committed at all times to protecting your privacy and strives to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

In the instance you would like to receive information regarding services or products offered by JCC please opt in or out of receiving such marketing material:

I would like to receive information regarding services or products that JCC may offer

YES	
NO	

11. DOCUMENTS DELIVERED TO THE MERCHANT

- ☒ Agreement for the Participation in Card Schemes
☒ Terms for the Participation in Card Schemes
☐ Complementary Agreement for Land Developing Companies
☐ Complementary Agreement for Night Clubs

- ☒ Card Acceptance Stickers
☐ Amex Agreement

The Terms for the Participation in Card Schemes and the Merchant Application Form are part and parcel of the present Agreement.

12. COLLATERALS

Rolling period for Rolling Reserve	
Rolling Reserve Percentage	
Monthly Transaction Ceiling (MTC)	
Bank Guarantee Amount (Bank Guarantee to be valid up to 12 months after contract termination)	
Payment Schedule	

JCC shall have the right to deduct from, recoup, or offset against the Collateral (as the term is defined in the 'Terms for the Participation in Card Schemes'), any amounts owed by the Merchant to JCC. JCC shall have a general preferential lien upon the Collateral, as security for any amounts which may at any time become due or owing by the Merchant to JCC or for which the Merchant may be or may become liable to JCC.

13. MISCELLANEOUS

Charge by International Card Systems for special merchant category or High Risk Merchants (*)	
Charge per Chargeback	Free
Charge per Copy Request	Free
Transaction Currency	Euro (€)
Merchant Settlement Currency	Euro (€)

(*) Note: For certain categories of Merchants and Merchants that fall under the High-Risk Merchants category, there will be possibly a charge by the International Card Systems. The Merchant will be informed in advance of the specific possible charges and before signing any Agreement.

14. MERCHANT SERVICE CHARGES (MSC)

Fee level/ Επίπεδο χρέωσης	Fee Description/ Περιγραφή χρέωσης	Local cards/Τοπικές κάρτες			Intra cards/Ευρωπαϊκές κάρτες			Inter cards/Διεθνείς κάρτες		
		Debit cards/ Χρεωστικές κάρτες	Credit cards/ Πιστωτικές κάρτες	Commercial cards/ Εμπορικές κάρτες	Debit cards/ Χρεωστικές κάρτες	Credit cards/ Πιστωτικές κάρτες	Commercial cards/ Εμπορικές κάρτες	Debit cards/ Χρεωστικές κάρτες	Credit cards/ Πιστωτικές κάρτες	Commercial cards/ Εμπορικές κάρτες
VISA										
MIF	Interchange Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(1)	Scheme Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(2)	Acquirer Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
TOTAL Card Present		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
TOTAL Card Not Present		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
MASTERCARD										
MIF	Interchange Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(1)	Scheme Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(2)	Acquirer Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Total Card Present		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Card Not Present		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DINERS										
MIF	Interchange Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(1)	Scheme Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(2)	Acquirer Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
TOTAL / ΣΥΝΟΛΟ		- %	- %	- %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
UNIONPAY INTERNATIONAL										
TOTAL / ΣΥΝΟΛΟ		- %	- %	- %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
JCB										
MIF	Interchange Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(1)	Scheme Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
Plus(2)	Acquirer Fee	- %	- %	- %	- %	- %	- %	- %	- %	- %
TOTAL / ΣΥΝΟΛΟ		- %	- %	- %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Notes:

(1) Card Present: Card Present transactions are where (i) cardholder and card are present at either the Merchant outlet or are with the Merchant's physical POS device at the time of transaction, and (ii) the cardholder's issuer-provisioned payment credentials are present and electronically read by the Merchant's physical POS device.

(2) Card-Not-Present transactions are all transactions other than card-present transactions.

(3) All transactions with commercial virtual cards which fall under the Global Wholesale Travel Transaction Program of Mastercard and Acquirer B2B Virtual Service fee of VISA (e.g. Booking.com virtual cards), will carry an additional charge of 0.60%, where applicable.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

By signing this, the Merchant acknowledges that he/she has read and agrees with the above and states that he/she has received from JCC Payment Systems Ltd a copy of the **Terms for the Participation in Card Schemes** which he/she has read, understood and accepted.

THE PARTIES

For and on behalf of the Merchant:

Merchant number

Merchant name and Surname/Company seal

Identification No./Passport No:

Merchant's signature

For and on behalf of JCC Payment Systems Ltd:

Michael Shaelos

Name and Surname

Signature

Sales & Marketing Manager

Position

Date:/...../20....

Version 2.13

This **AGREEMENT** is made today between:

(1) **AMERICAN EXPRESS PAYMENT SERVICES EUROPE S.L** incorporated under the laws of Spain, with registered address at Avenida Partenón 12-14 Campo de las Naciones, 28042, Madrid, Spain (hereinafter referred to as "American Express") on the one part, and

(2) Registration Number / ID number:
 (hereinafter referred to as "the Merchant") on the other part.

NAME/TRADE NAME OF THE COMPANY

AS REGISTERED WITH THE REGISTRAR OF COMPANIES:

POSTAL ADDRESS:

STORE NAME:

AMERICAN EXPRESS SE NUMBER:

JCC MERCHANT NUMBER:

MCC CODE:

Section 1 - DISCOUNT RATE

Your Discount Rate is %.

Section 2 - COUNTERPARTS

By agreeing to and accepting this merchant application form you confirm that:

- a) You have received and agree to be bound by and comply with the American Express Terms and Conditions for Card Acceptance ("American Express Terms and Conditions") provided with this agreement, which are hereby incorporated with reference, and;
 - i. you accept and agree to the AMEX Agreement in accordance with condition 13(a) of the American Express Terms and Conditions
 - ii. agree that you are requesting to be setup as an American Express merchant.

- b) You understand that Bank of Cyprus is acting as service provider on behalf of American Express and provides certain services on behalf of American Express in connection with your American Express Agreement with us.

You understand that the terms and conditions are between American Express and You. Unless specifically stated otherwise in the American Express Terms and Conditions or the context requires otherwise, the terms "We", "Us", "Our" and "Ours or Ourselves" when used in the American Express Terms and Conditions means American Express and/or Bank of Cyprus acting as service provider on behalf of American Express.

As an authorised signatory of the Merchant, you confirm that the information given by you in this application form is true and correct and hereby authorise American Express and its representatives to:

- i. contact any source, including credit reference agencies, to obtain information it requires including but not limited to, information required to establish your identity and/or any other relevant person or party;
- ii. use various statistical methods to assist in evaluating your and your business's creditworthiness in assessing your application and to set up the relevant account; and/or
- iii. contact your bank or building society or any referee to obtain any information required to assess this application.

CLEAR

PRINT

Section 2 - COUNTERPARTS

As an authorised signatory of the merchant, you further confirm and agree that:

- iv. you have informed any persons named in this merchant application form of the purposes of the process carried out by American Express and its representatives and agents as set out above;
- v. you have the authority of any other persons named in this merchant application form to disclose their details to American Express and its representatives and agents; and/or
- vi. you have informed any persons named in this merchant application form that further identification and verification checks may be carried out against them by American Express as required.
- vii. You agree that American Express will make available information about your Charges and Credits, including the Discount and other fees or amounts paid no less than a monthly basis. You agree that American Express may provide You with information about the Discount and any other fees or amounts You owe to American Express or its Affiliates on an aggregated basis. Although American Express does not have fees payable between acquirers and issuers, where a transaction is regulated pursuant to Regulation (EU) 2015/751, the American Express Network will not pay net compensation to the card issuer of more than 0.3% for credit and charge Cards or 0.2% for debit and Prepaid Cards.

- c) The Terms and Conditions that govern your American Express card transactions can be viewed at www.americanexpress.com/cy-mrps-tcs. You will not receive paper copy of the Terms and Conditions unless you contact us to request one.

Any Amendments to Your account details or queries related to this Agreement must be directed to the Notice Address below:

BANK OF CYPRUS PUBLIC COMPANY LTD

51 STASSINOS STREET

AYIA PARASKEVI

STROVOLOS 2002

NICOSIA

CYPRUS

Contact phone number: 22122100

Contact email: info@bankofcyprus.com

SIGNED FOR AND ON BEHALF OF

<p>The Merchant:</p> <div></div> <p>Merchant number</p> <div></div> <p>Name and Surname of the Person Authorized to sign on behalf of the Merchant</p> <div></div> <p>Signature</p> <div></div>	<p>American Express Payments Europe S.L.</p>  <p>Julia López Director General of American Express Payments Europe S.L.</p> <p>American Express Payments Europe S.L. Registered Office: Avenida Partenón 12-14, 28042, Madrid, Spain. Registered in Spain with Company Number B-88021431.</p> <p>American Express Payments Europe S.L. is authorised by Banco de España, with reference number 6883 for the provision of payment services.</p>
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