Merchant Agreement for your Card Transactions on your Payment Terminal

For legibility, please complete the form in block capitals.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Customer Details | | | | |
| Trade name\*: |  |  | Company registration no\*\*: |  |
| Legal name: |  |  | VAT number: |  |
| Description product and services: |  |  | Merchant category code: |  |
| *\* Not more than 22 characters*  *\*\* Registration number as stated in the country’s register ( i.e: Chamber of Commerce, Companies House, KBO or KvK)* | | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Your Products | | | | | |  |
| Which payment methods do you accept with us | | | | | |  |
|  | | | | | |  |
| Cards | Base Fee |  | Transaction Fee |  | Refund Fee |  |
| ECMC Commercial | MSC |  | 1,5% |  | 1,5% |  |
| ECMC Consumer | MSC |  | 1,5% |  | 1,5% |  |
| ECMC Corp Premium | MSC |  | 1,5% |  | 1,5% |  |
| ECMC Premium | MSC |  | 1,5% |  | 1,5% |  |
| Maestro | MSC |  | 1,5% |  | 1,5% |  |
| Visa Commercial | MSC |  | 1,5% |  | 1,5% |  |
| Visa Consumer | MSC |  | 1,5% |  | 1,5% |  |
| Visa Electron | MSC |  | 1,5% |  | 1,5% |  |
| Visa Premium | MSC |  | 1,5% |  | 1,5% |  |
| Visa VPay | MSC |  | 1,5% |  | 1,5% |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Your administrative fees | | | | |  |
|  | | | | |  |
| Activation Fee | € 15 |  | Annual Fee |  |  |
| EMS Reports Fee\* |  |  | Chargeback Fee |  |  |
| Authorisation Fee |  |  | PCI Fee |  |  |
| Authorisation Decline Fee |  |  | Processing Fee |  |  |
| Merchant Retrieval Fee |  |  | EMS e-Terminal Fee |  |  |
| Monthly Service Fee | € 4 |  | DCC Commission |  |  |
| Consolidated Fee |  |  |  |  |  |

|  |
| --- |
| Conditions |
|  |
| The Base Fee and Transaction Fee shall be payable in respect of each Transaction processed under the Agreement. The amount of the Transaction Fee payable shall be calculated  as a specified percentage of the gross value of the applicable Transaction.The Refund Fee will be payable in respect of each Refund processed under the Agreement. The amount of the Refund Fee payable shall be calculated as a specified percentage  of the gross value of the applicable Refund.VISA Premium only applicable to non-European cards.An additional fee of € 2.50 applies for manual transactions (only to be used in case of the unavailability of electronic acceptance).The Authorisation Fee will be payable in respect of each Authorisation that is approved under the Agreement. The total amount in Authorisation fees for the previous month will be  charged at the start of each month.The Authorisation Decline Fee will be payable in respect of each Authorisation that is not approved under the Agreement. The total amount in Authorisation decline fees for the  previous month will be charged at the start of each month.The Merchant and EMS may alternatively agree a single Consolidated Fee which will be payable in respect of all Authorisations under the Agreement (approved and not approved),  in which case the Authorisation Fee and Authorisation Decline Fee shall not apply.In case of E-commerce acceptance, the usage of 3D-Secure technology (MasterCard Secure and Verified by Visa) is required for all E-Commerce Transactions. Any non 3D-Secure Transactions will be charged an additional fee of 0.10% per Transaction which can be amended at the sole discretion of EMS from time to time.The Activation Fee is a onetime only fee to activate the Merchant.The Annual Fee is charged in the first month of account activation (and annually thereafter). No refund will be given in case of early termination of your Agreement.The EMS e-Terminal Fee is a monthly fee and only applicable in case Mail Order-Telephone Order (MOTO) transactions are processed via European Merchant Services’ MOTO application.A Chargeback Fee is only charged if a disputed transaction (i.e. a Chargeback) is reclaimed from your company.The EMS Reports Fee only applies if you have indicated that you wish to make use of EMS Reports (EMS Reports access ‘Yes’) – the EMS Reports fee is a monthly fee.PCI stands for Payment Card Industry. The PCI Fee is required to fulfil Data Security Standards. For more information please refer to our website www.emspay.euThe Merchant Retrieval Fee is only payable in respect of information retrieval requests received from Visa, MasterCard and other Programmes in respect of a Transaction  processed under the Agreement. The Processing Fee is a monthly fee which is payable for the use of EMS processing system. |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Your company details | | | | | | |  |
|  | | | | | | |  |
| If your company has requested settlement of payments in more than one currency, please verify the information provided in the attachment "Multi-Currency Addendum".  A foreign exchange commission of 2.50% shall be applied to each transaction where the currency of that transaction is not the merchants' funding currency. EMS reserves  the right to adjust the rate of foreign commission. | | | | | | | |
|  | | | | | | |  |
| Bank details | | | | | | |  |
| Bank account holder: |  | | | | | |  |
| Name of bank: |  | | | | | |  |
| City where branch is located: | |  |  | Country: |  |  |  |
| IBAN number: | |  |  | Swift code: |  |  |  |
| Payment terms | |  |  | Settlement currency: |  | CHF |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Your expected turnover | | | Percentage of card sales based on the capture method | | |
| Total annual turnover: |  |  | Via POS |  |  |
| Credit card turnover: |  |  | Total |  |  |
| Debit card turnover |  |  |  |  |  |
| iDeal turnover |  |  |  |  |  |
| Average turnover per transaction: |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Product type: | Credit |  |  |  |  | Debit |  |  |  |  |  |  |  |
| Card type: | Consumer |  |  |  |  | Corporate |  |  |  |  |  |  |  |
| Origin Cardholders: | Home Market |  |  |  |  | Europe |  |  |  |  | Outside Europe |  |  |
| Transactions per scheme: | MasterCard |  |  |  |  | Visa |  |  |  |  | Diners |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Addresses | | | | | | | | | | | | | | |
| We require your physical location, addressed where your company has been registered and the address where you want to receive notification from us (communication updates, VAT invoices, other notices etc.). If the same, please only add your address once and any correspondence/dispute notifications will be sent to your trade address. Additional addresses can be added on the Address Addendum. | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | |
| Trade address: |  |  | | | | | | | | | | | | |
| Postal code: |  |  |  | City: |  |  | | | | |  | Country: |  |  |
| Phone number: |  |  | | |  | Email address: |  |  | | | | | | |
|  | |  | | | | | | | | | | | | |
| Registered address: | |  | | | | | | | | | | | | |
| Postal code: |  |  |  | City: |  |  | | | | |  | Country: |  |  |
|  | |  | | | | | | | | | | | | |
| Correspondence address: | |  | | | | | | | | | | | | |
| Postal code: |  |  |  | City: |  |  | | | | |  | Country: |  |  |
| Contact person: |  |  | | | | | | |  | Phone number: | | |  |  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Ultimate Beneficial Owner(s) / UBO Details | | | | | | | | | | |
| Under Dutch law, European Merchant Services (EMS) is required to establish the identity of the 'Ultimate Beneficial Owner' or final interested party of a business. Using this form, you can provide details of the ultimate beneficial owner of your business. | | | | | | | | | | |
|  | | | | | | | | | | |
| The Ultimate Beneficial Owner is the individual who owns more than 25% of the shares, voting rights or actual authority of the business, or is the beneficiary of 25% or more or has authority over the capital of a corporation. | | | | | | | | | | |
|  | | | | | | | | | | |
| □ Ultimate Beneficial Owner is not applicable | | | | | | | | | | |
|  | | | | | | | | | | |
| 1. Joint-owner or partner with a share of more than 25% in the business | | | | | | | | | | |
| First name(s): |  |  | | | | |  | Surname: |  |  |
| Date of birth: |  |  | | | | |  |  | | |
| Percentage share of the business: | | |  |  | | |  | | | |
| Home address: |  |  | | | | | | | | |
| Postal code: |  |  |  | Town/City: |  |  | | |  | |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Merchant Declaration | | | | | | | | | | |
|  | | | | | | | | | | |
| The terms “Authorisation”, "Card Rules", “Chargeback”, “Card Not Present”, "CNP Transactions", “Point of Sale”, “POS Transaction”, "Programme", "Services", "Sensitive Cardholder Information", and “Transaction” are defined in the General Terms and Conditions of Card Acceptance. By Signing this Agreement, you declare and acknowledge that: | | | | | | | | | | |
|  | | | | | | | | | | |
| * You are duly authorised to sign this Agreement on behalf of the Merchant and no consent or approval from any other party is required. * Your Agreement consists on (i) this document, (ii) the General Terms and Conditions of Card Acceptance, (iii) the Multi-Currency Addendum, E-commerce Acceptance Addresses Addendum and the Dynamic Currency Conversion Addendum (if applicable) and (iv) the CNP Operating Guide, which are hereby incorporated by reference and can be found on www.emscard.com. No other terms and conditions applied by the Merchant apply to this Agreement. * You have checked all details in this document and confirm that all details are true and correct. You have correctly provided the details for the ultimate beneficial owner(s) and confirm that those details are true and correct. * You have received and read and hereby agree that you are bound by and will observe this Agreement, including the General Terms and Conditions of Card Acceptance, the Dynamic Conversion Addendum (if applicable) and the CNP Operating Guide. * Under certain conditions, as set out in the General Terms and Conditions of Card Acceptance, the Dynamic Currency Conversion Addendum (if applicable) and the CNP Operating Guide, transactions of the Merchant may be disputed. You accept the risk of such Chargebacks. * You will not store any Sensitive Cardholder Information without the prior written consent of European Merchant Services B.V. * By signing below, you authorise (A) European Merchant Services B.V to send instructions to your bank to debit your account, as indicated under Banking Details, and (B) your bank to debit the same amount in accordance with the instructions from European Merchant Services B.V. * As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. * To the maximum extent permitted by law and under the Card Rules, the Services pursuant to this Agreement are provided by European Merchant Services B.V., on behalf of ABN AMRO N.V. as participant in the Programmes. * European Merchant Services B.V. will charge VAT on its services in conformity with applicable law. * You have indicated the goods and/or services for which you wish to accept credit and/or debit cards. Any changes to and/or expansion of your business activities, acceptance method (E-commerce or Mail Order/Telephone Order) or channels (e.g URLs) must be reported in advance to European Merchant Services B.V. and ABN AMRO N.V. as is stated in article 27 of the General Terms and Conditions of Card Acceptance. * You will use 3D-Secure technology in case of CNP-transactions. Only with express prior written consent of European Merchant Services B.V. shall the Merchant be allowed to deviate from the aforementioned condition. EMS reserves the right to mandate 3D-Secure technology at any given time. EMS also reserves the right to take additional measure if the Merchant processes non  3D-Secure transactions, suspending payments and/or terminating the Merchant Agreement. * EMS B.V. shall not be liable for an unauthorised used of EMS reports by the Merchant or its representatives. The Merchant must ensure that all usernames and passwords which are  allocated to the Merchant are handled as confidential information at all times. | | | | | | | | | | |
|  | | | | | | | | | | |
| Name of the authorised person: | | | | |  |  | | | | |
| Date of birth: |  |  |  | | | | | | | |
| Home address: |  |  | | | | | | | | |
| Postal code: |  |  |  | Town/City: |  |  |  | Country: |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  | Signed for and on behalf of European Merchant Services (and on behalf of ABN AMRO NV.) | |
|  |  |  |  |  | European Merchant Services | |
| Date: |  |  |  |  | Date: |  |
|  |  |  |  |  | Pieter Stal | |
|  |  |  |  |  | Managing Director | |
| Signature: |  |  |  |  | Signature: | |
|  |  |  |  |  | C:\Users\hbottelier_ems01\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\89LRGRRM\Pieter_handtekening.jpg | |