

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into

between:

### **with address**

(“Service Provider,” “us,” “we,” or “our”) and **AVIS Capital Limited and its related firms, the AVIS Group and AVISPay (AVIS Bank) a FinTech based construction capital account service for industries and private sector** (“Merchant,” “you,” or “your”) in consideration of mutual promises. Service Provider and Merchant are independent parties contracting for services and neither is an agent, partner or joint venturer of the other.

### **INTRODUCTION**

Merchant is engaged in the business of constructing green energy facilities and providing related goods and/or cash services to its partners, investors, Franchise, Subsidiaries and customers and desires to accept unlimited construction funds transfers such as (only checked box)

MT103 (202), manual, semi manual (UETR)

MT103 one-way manual download, server

Transfers, SEPA (debit),

DTCC transfers, (IP)

MT760 (700serial)

Credit and/or debit cards and/or VISA Net high volume account (“Cards”) bearing the name and logo of the Visa® or MasterCard® credit card associations or the issuer of any other Card of any association or network (collectively, the “Card Associations”) or any other form of fund movements that Service Provider authorizes Merchant to accept as a means of payment for their goods and/or services.

Bond's, debentures (MTNs, SBLCs), processed by Euroclear, CREST, DTC or Clearstream- online desk for register or trade, newly issuance and delivery to custodial bank. DVP trade processing with the global derivative banking systems and Automated Security Lending (ASL) processing, a service by Euroclear and Clearstream.

### **1. PROCESSING, SETTLEMENT AND OTHER SERVICES**

Unless agreed by Service Provider in writing, transfers and Card transactions will be processed by Service Provider through its server and Card Association networks via electronic authorization and data capture methods. Unless otherwise agreed by Service Provider, Merchant will balance and settle each terminal every business day. Transactions as one location may not be processed through a terminal at another location. Merchant must be equipped with properly installed and programmed terminals, server or other equipment capable of transmitting, receiving and communicating transfer and Card transaction data. If Merchant provides software (AVISPay by API or payment gateway) or equipment or utilizes third party system vendors, Merchant is solely responsible for all aspects of compatibility, installation, operation and systems integrations that will comply with Service Provider's processing requirements.

## **2. ACCOUNTS**

Settlement Account. You agree to designate and maintain an account (the "Settlement Account") which accepts automated clearing house ("ACH") transfers (which does not have to be a separate account, but may be commingled) at an institution, at Clearstream or Euroclear direct or sponsored. All settlements payable to Merchant shall be made to the final transaction account on behalf of AVIS Capital Limited:

## **3. MERCHANT INDEMNITY**

You agree to indemnify, defend and hold us and our affiliates (including officers, directors, employees, attorneys, shareholders, representatives and agents) harmless from and against any and all liabilities, judgments, arbitration awards, actions, suits, claims, demands, losses, damages, costs, expenses and attorneys' fees, or fees in bankruptcy proceedings, incurred in connection with: (a) an item that does not conform to the requirements of this Agreement or applicable laws; (b) arising out of any transfer or Card transaction or any act or omission in connection with a AVIS client, Franchise or partner or cardholder; (c) a breach or an alleged breach of any item, covenant, condition, representation, warranty or agreement by you with any AVIS client, Franchise or partner or cardholder, or to us, or any violation of applicable laws; (d) the rescission, cancellation or avoidance of transfer or Card transaction or item, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, whether or not well-founded with respect to a transfer or Card transaction; or (f) damages, including death or injury caused by the good or service purchased with the transfer or Card.

## **4. MERCHANT REPRESENTATIONS, WARRANTIES AND COVENANTS**

As a condition to transmitting any item to us, you hereby continuously warrant, covenant and represent compliance with all of the representations, warranties and covenants contained in this Agreement and applicable law. Service Provider may block the transactions or close terminals of Merchant without prior notice for breaches or suspected breaches of this Section, for other reasonable cause and in the event of termination of this Agreement. Merchant agrees that obtaining authorization for any transfer or Card transaction does not constitute a guarantee of payment to Merchant and does not relieve Merchant of liability for Chargebacks. Merchant will not submit any item which is (i) not a bona fide, direct sales transaction between the Merchant and the client, Franchise or cardholder in the Merchant's ordinary course of business (not including any transactions with an agent or representative of Merchant unless approved in advance by Service Provider) or (ii) a transaction between a cardholder and an entity or source other than Merchant or (iii) is a fraudulent transaction. Merchant is responsible for the actions of its employees and agents. Service Provider may charge back any item at any time where a breach of any representation, warranty or covenant exists with respect to such item. Merchant will comply with applicable law. Merchant will provide business and financial information upon Service Provider's request and will notify Service Provider of any material change in name, location, ownership, nature of business, sale of products and/or services not related to its current business or any change in information furnished on any application or other information submitted to Service Provider.

Merchant understands and agrees that any independent sales organization or member service provider (ISO/MSP) is an independent contractor and is not an agent of Service Provider. Any ISO/MSP must comply with Operating Regulations. No ISO/MSP has any authority to execute this Agreement or alter its terms.

## **5. GENERAL PROVISIONS**

- (a) **Notices.** All notices shall be given in writing, addressed to the party to receive the notice at its address listed on the signature page of this Agreement, or to such other place as either party shall hereafter designate, by personal delivery, first class mail (postage prepaid) or by overnight courier or facsimile. Notices shall be deemed given when either mailed, delivered or receipt confirmed respectively.
- (b) **Amendment.** This Agreement and other Attachments, may be amended by us at any time by giving written notice to you effective on the future date stated in the notice. Submission of any items to Service Provider on or after any effective date constitutes acceptance of any amendment.
- (c) **Effective Date.** This Agreement shall not be effective until accepted in writing by us by dating and signing this Agreement.
- (e) **Assignment.** This Agreement shall be binding upon you and us and our respective heirs, successors and assigns. This Agreement shall not be assigned by you without our express prior written consent and any purported assignment without such consent shall be void. Service Provider may assign this Agreement to any affiliate or successor that is conducting a merchant acquiring business upon the giving of notice to Merchant.
- (f) **Entire Agreement.** This Agreement (including the Operating Manual and any Attachments) and the Operating Regulations and your application to us, sets forth our entire understanding and supersedes any prior oral or written communications. This Agreement may not be modified or waived except as provided in §9(b) above or in a writing signed by Merchant and Service Provider.
- (g) **Validity.** If any provision of this Agreement is void or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.
- (h) **Waiver.** No failure or delay by us in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by us must be in writing and signed by us.
- (i) **Governing Law.** This Agreement is a contract made under and shall be governed and construed in accordance with United Kingdom law.
- (j) **Remedies Cumulative.** All of Service Provider's rights and remedies under this Agreement shall be cumulative to any other rights and remedies afforded to Service Provider by law or equity, and Service Provider's rights and remedies may be exercised concurrently, independently, or successively under the Agreement.
- (l) **Facsimile and Electronic Transmissions.** Service Provider and Merchant agree that facsimile transmissions are acceptable for purposes of this Agreement and that facsimile signatures shall be deemed as originals and have the full force and effect thereof. If the parties agree, electronic signatures and transmissions may be utilized and shall be deemed as originals.

**6. FEES AND RATES; SETTLEMENT**

For the services provided by us, you agree to pay us the nonrefundable fee confirm fee list attachment of all amount transferred and / or charged.

**7. CONFIDENTIALITY.**

You agree to keep confidential (and store in a secured area with limited access) and will not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to you, or any account information (including account numbers) related to transfers and Cards or cardholders for any purpose other than performing your obligations under this Agreement. Merchant shall not retain or store magnetic stripe data after a transaction has been authorized. If Merchant stores any electronically captured signature of a cardholder, Merchant may not reproduce such signature except upon specific request of Service Provider. In addition, Merchant shall not disclose to any third party and shall retain in strictest confidence all information and data belonging to or relating to the business of Service Provider (including without limitation, the terms of this Agreement), and shall safeguard such information and data by using the same degree of care that Merchant uses to protect its own confidential information. You shall not use our name or marks without our prior written consent and if consent to, you shall obtain no right in our names or marks. You authorize us, and we may obtain from and share with others all financial, credit, sales, experience and other information about you with our affiliates and as otherwise allowed by applicable law.

**8. SERVICE PROVIDER LIABILITY.**

SERVICE PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTION TAKEN BY SERVICE PROVIDER (OR THE RESULTS THEREOF) WHICH IS AUTHORIZED BY THIS AGREEMENT OR OTHERWISE AGREED IN WRITING BY MERCHANT. SERVICE PROVIDER MAKES NO GUARANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER MAY UTILIZE SYSTEMS OF OTHERS, INCLUDING CARD ASSOCIATIONS. SERVICE PROVIDER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INFORMATION PROVIDED BY OTHERS OR FOR THE USE OF ANY SYSTEM OR EQUIPMENT OF SERVICE PROVIDER OR OTHERS OR FOR ANY CIRCUMSTANCES BEYOND ITS CONTROL. SERVICE PROVIDER SHALL NOT BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE LIABILITY OF SERVICE PROVIDER AND REMEDY OF MERCHANT HEREUNDER SHALL BE GENERAL MONEY DAMAGES FOR WILLFUL MISCONDUCT NOT TO EXCEED THE AMOUNT OF THE ITEM SUBJECT TO CLAIM OR DISPUTE, REGARDLESS OF THE CHARACTERIZATION OF SUCH ACTION.

(a) SERVICE PROVIDER DOES NOT CONTACT DIRECTLY OR INDIRECTLY, NOR VIA ITS AFFILIATES, BROKERS OR RELEVANT(S) ANY OF AVIS CLIENTS, FRANCHISE, AFFILIATE OR SUBSIDIARY NOR CONDUCT ANY DIRECT BUSINESS WITH AVIS CLIENTS, FRANCHISE, AFFILIATE OR SUBSIDIARY. ANY DAMAGE CAUSED BY SERVICE PROVIDER AS A BREACH OF THIS AGREEMENT WILL IDENTIFIED AND CALCULATED BY AVIS AND SERVICE PROVIDER WILL SETTLE IMMEDIATELY WITH AVIS AT THE DAY OF IDENTIFICATION OF SUCH EVENT.

**9. FORCE MAJEURE**

The parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.



**MERCHANT:**

By: \_\_\_\_\_

Authorized Representative:

Email:

Address: 102 Acre Lane, SW25QN London, United Kingdom

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Accepted at Date: (the "Effective Date").

**SERVICE PROVIDER:**

By:

Telephone:

\_\_\_\_\_

Its Authorized Representative

Email:

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**ADDENDUM TO THE RELEVANT TRANSACTION AND SERVICE FEE**

# ADDENDUM TRANSACTION DOCUMENT I

## **ADDENDUM TRANSACTION DOCUMENT II**