بنك دخان
DUKHAN BANK

WPS Online Services

Notice of Acknowledgment, Irrevocable and Unconditional Undertaking

Date | D | D | M | M | Y | Y |

Company Name _____ ,

(Account Number _____); a company registered in Doha - Qatar, with commercial registration number

_____ (hereinafter referred to as " Customer / Employer")

Address _____ P.O. Box _____ , Doha, Qatar

Dukhan Bank and Customer shall be referred to together as the "Parties" and individually as "Party".

1. We refer to this Acknowledgment: This is a WPS Online Services schedule. Terms defined in, or incorporated by reference in, the Acknowledgment have the same meaning in this WPS Online Services Schedule unless given a different meaning in this WPS Online Services Schedule.

2. **DEFINITIONS AND INTERPRETATION**

Definitions

In this Wages Protection System Internet Banking Schedule, except to the extent that the context requires otherwise, the defined terms and expressions hereunder shall have the following meanings;

"Account"	Means any corporate bank account(s) opened and maintained with Dukhan Bank in respect of which Dukhan Bank allows wages payments to be performed online through its WPS Online Services by debiting the Customer's account;
"Administrator"	Means the user(s) duly appointed by the Customer as the legal representative of the Customer in relation to the WPS Internet Banking services;
"Customer's IBAN"	Means the international bank account number held by Customer;
"WPS"	Wages Protection System: Means the comprehensive electronic system initiated by the Ministry of Labour and Social Affairs and Qatar Central Bank to monitor and document the process of worker wage payment at the establishments subject to the Labour Law (1) of 2015 to revise Law No. (14) Of 2004, with the view to ensuring that employers are committed to the wage payment process systematically and in a timely manner pursuant to the Rules and Conditions provided for in the Labour Law.
"WPS Online Services"	Means the wages payment system online services made available by Dukhan Bank and which enables the Customer to electronically access, view, pay wages and salaries and other employees related benefits;

3. The Customer is desirous of subscribing to the WPS Online Services with Dukhan Bank for complying with the relevant laws and regulations in the State of Qatar in relation to wages and employees benefits payment.

4. Dukhan Bank offers Customer the WPS Online Services in compliance with the regulatory and legal requirements concerning wages and benefits payments to employees by companies (including Customer) in the State of Qatar.

5. The terms and conditions under this Acknowledgment shall apply to this WPS Online Services Schedule.

6. In utilizing the WPS Online Services the definitions under this schedule shall apply and be deemed part of this Acknowledgment for the purpose set herein in this provision.

7. Employers shall subscribe to the WPS through the Bank.

8. Employer shall deliver the SIF to Dukhan Bank in the way determined by Dukhan Bank from time to time and in accordance with the specification set by the Ministry of Labor and communicated by Dukhan Bank to the Employer from time to time.

9. Any instructions from the Customer made under the WPS Online Services shall comply with the general terms set under this acknowledgment and as determined by Dukhan Bank from time to time as follows but without limitation:

i) SIF information must be clear at all times and prepared by Employer in accordance with the specifications set out by the Ministry of Labor.
ii) Customer shall complete a SIF form as required by Dukhan Bank from time to time. Customer undertakes to alert and notify Dukhan Bank upon the occurrence of any change to the SIF and shall immediately correct any errors or mistakes identified by Dukhan Bank in the SIF. Customer shall solely be responsible and liable for any failure to update Dukhan Bank in respect of any change to SIF.
iii) Users shall be provided for the purpose of any WPS transaction, with an OTP which would be communicated to Customer by SMS to Customer's registered mobile number with Dukhan Bank. Customer shall insure at all time that Dukhan Bank is notified of any change to the registered Customer mobile number. Customer shall be held solely liable and responsible for any failure in notifying Dukhan Bank of the aforementioned change.

10. Employer may assign a Payer (a related entity or party or third party) who shall be responsible for paying the wages from Payer's own account(s). The Payer may be the Employer itself, another establishment related to the Employer, or a person related to the establishment (e.g. a business owner). In case no specific Payer other than the Employer is assigned or determined, the Employer shall be deemed to be the Payer under this Schedule.

11. Employer EID, Payer's EID and Payer's QID shall be provided to Dukhan Bank at any time upon Dukhan Bank's request.

12. Payment instructions under the WPS shall be made by Employer and/or Payer at Employer's and Payer's sole liability and responsibility without any such liability or responsibility being imparted on Dukhan Bank in any way whatsoever, in connection with Dukhan Bank 's executing Employer and/or Payer's payment instructions.

13. Employer and Payer shall jointly and severally indemnify Dukhan Bank from any direct or indirect damages, losses, expenses, costs (including legal fees a charges) arising from any actions, claims, lawsuits brought against Dukhan Bank by any party whatsoever, including any such actions, claims and lawsuits brought by any of Employer and/or Payer in respect of Dukhan Bank 's performance of the WPS Online Services under this Schedule.

14. Employer and Payer shall release and forever discharge Dukhan Bank from any liabilities whatsoever related to Employer and Payer's arrangement in respect of the wages payment. Employer and Payer acknowledge that Dukhan Bank is not and shall not be party to their internal and bilateral wages payment arrangements.

15. Dukhan Bank shall retain the discretionary and absolute right to terminate this Schedule without cause or justification upon serving the other party a two weeks termination notice. In the event of breach of contract by Employer and/or Payer, Dukhan Bank shall have the right to terminate the agreement immediately without notice.

16. Employer and Payer shall pay Dukhan Bank all expenses and charges associated with providing the WPS Online Services (if any) immediately upon receiving Dukhan Bank's demand in writing.

17. This Schedule shall be governed by the laws of the State of Qatar, Shari'ah Compliance and the Qatari courts shall have exclusive jurisdiction.

18. This Schedule was signed in (3) counterparts with each party holding an original copy.

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Online WPS – Corporate Customer Setup Form

Customer Details	**Date** D D M M Y Y
Customer Name:	
Account Number:	Commercial Registration Number:
Authorization Level:	
Payer Name:	
Payer IBAN:	Payer EID:
Employer Name:	Employer EID:

Administrators: The assigned administrators will have full authority to create users, reset passwords, send OTP, assign authority matrix, but will not be able to amend the pre-assigned header.

Administrator ID:	Administrator ID:
Name:	Name:
QID/ PP No.:	QID/PP No.:
Mobile No.:	Mobile No.:
E-mail:	Email:

I/We agree to the Online WPS setup as detailed above and hereby authorize you to release the Administrator profiles, passwords to the Administrator(s) as defined in this form. Online WPS Corporate Customer Setup Form is an integral part of Dukhan Bank 'WPS Online Services' dated:

For and On Behalf of;	**Date** D D M M Y Y
Name:	Signature:
Name:	Signature:
Name:	Signature:

FORM-CB-066.1