

GENERAL TERMS AND CONDITIONS

RETAILER OUTLET AGREEMENT

THIS AGREEMENT stands effective from the day You access or transact on the RO Portal which is deemed acceptance of the Terms mentioned below wherein your relationship with us will be governed by these Terms. You, being either an individual or company or a proprietor or a partnership concern represented by You or through its authorized signatory or proprietor or partner (as the case may be), (hereinafter referred to as “Retailer” or “RO” which expression shall unless repugnant to the context or contrary to the meaning shall include all its permitted assigns and successors) tend to get into an agreement with **Finsova Fintech Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 having its registered/ corporate office at **11 F, 50, Sector 11, Kudi Bhagtasni Housing Board, Housing Board, Jodhpur, Rajasthan 342005** (hereinafter referred to as the “**Company**”, which expression shall unless repugnant to the context or contrary to the meaning shall include all its permitted assigns and successors). “Retailer” and “Company” are hereinafter collectively referred to as “**Parties**” and separately as “**Party**”.

WHEREAS:

- A. The RO wishes to become a retailer of Company for providing electronic prepaid products and services, being offered by Company from time to time.
- B. The Company wishes to appoint the RO as a point-of-sale retailer for electronically distributing the prepaid products/specified services of bank and/or specified services of banks through the Terminal Equipment (“**TE**”) / RO Portal or through internet as per agreed terms and conditions.
- C. The RO can order prepaid products or services or can carry out specified banking services of banks using the TE supplied by the Company or through RO Portal or through internet or mobile in order to instantly download the same if sufficient balance of the RO is available with the Company.
- D. The Parties accordingly wish to record the basis of their agreement and their respective rights and obligations as under.

NOW THEREFORE, IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE, THE PARTIES’ MUTUAL OBLIGATIONS HEREUNDER, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, capitalized words and expressions shall have the meanings set out in this section:

- a. “**Applicable Law(s)**” includes all statutes, rules, regulations, directives, judicial pronouncements an administrative guidelines that may be in force in India including the Payment and Settlement Systems Act 2007 and regulations thereto, Information Technology Act, 2000 (“**IT Act**”) and includes Reserve Bank of India (“**RBI**”) Regulations including but not limited to RBI’S Regulations on Payout guidelines as amended from time to time, Unique Identification Authority Of India (“**UIDAI**”) Guidelines

or National Payments Corporation of India (“**NPCI**”) Procedural Guidelines for AEPS (“**AEPS Procedural Guidelines**”) and Aadhaar Pay, Aadhaar (Targeted Delivery of Financial and Other Subsidiaries, Benefits and Services) Act, 2016, and other allied acts and all statutory rules framed thereunder, PMLA and related rules, Procedural Guidelines for Bharat Bill Payments System (“**BBPS**”) and/or service levels prescribed therein and any other legislation or regulation, rule relevant to the business of the Company as amended or modifies from time to time;

- b. “**Aadhaar Enabled Payments System (AEPS)**” means a payment service offered by NPCI which allows online interoperable financial transactions at Micro ATM/ tablet device or kiosk using the Aadhaar authentication to merchants, in accordance with Applicable Laws;
- c. “**Aadhaar Pay**” means a payment system offered by NPCI enabling Customers to pay for goods and services purchased/ availed by them through biometric authentication to merchants, in accordance with Applicable Laws;
- d. “**Banking Transactions**” means availing of the Services as more specifically defined in **Annexure 1**;
- e. “**Commission**” shall mean the fee paid by the Company to the RO for the Services rendered herein which is subject to tax deduction at source;
- f. “**Customer (s)**” shall mean any applicant availing the Services of Bank through RO;
- g. “**Customer Application Form (CAF)**” means the application filled by the Customer (either electronically or physically) with the help of RO;
- h. “**Government Authority**” shall mean RBI, NPCI, Bharat Bill Payment Central Unit (BBPCU), UIDAI or any ministry, department, board, or any governmental instrumentality directly or indirectly under control of any central, provincial or local government, and includes any judicial bodies such as court, tribunal, or judicial or quasi-judicial body having jurisdiction;
- i. “**Intellectual Property Rights (IPR)**” means all intellectual property rights and includes without limitation copyrights, patents, trademarks, service marks, trade logos, database rights, rights in names, characters, artwork, trade names and rights to extract data, registered and unregistered designs, trade secrets, applications for any of the foregoing and all other similar rights recognized as intellectual property rights;
- j. “**Micro ATM or M-ATM**” means a point of sales devices connected to banking network via General Packet Radio Service (GPRS) and capable to process online interoperable Banking Transactions;

- k. **“Promotional Materials”** includes training materials, sales kits, banners, brochures, information leaflets, advertisement materials, user guides, products training materials, other literature containing products specifications, all other merchandising materials, software provided/licensed by Company or any derivatives or improvisations thereof provided by Company in relation to the Services;
- l. **“RBI Regulations”** shall include all regulations, guidelines, directions, circulars or instructions issued by RBI and includes any amendments or modifications to the same from time to time;
- m. **“Retailer Portal”** or **“RO Portal”** shall mean a portal provided by the Company wherein the RO can transact and conduct transactions under this Agreement;
- n. **“RO”** shall mean such „Retail Outlet“ or merchant establishment, which has been identified and appointed by Company to promote, distribute and market retail sale of the Services apart from discharging other duties and responsibilities undertaken by them including cash collection, allocation of transaction limits and services support including assist in repair and replacement of biometric scanners t for and on behalf of Company as per Company business and rules/guidelines specified by Company and is willing or has entered into an arrangement with RMU to retail Company services.
- o. **“Training Module”** means the online as well as offline training module to be mandatorily and successfully completed by RO which shall be designed in vernacular language wherever possible;
- p. **“TE”** or **“Terminal Equipment”** shall refer to electronic hardware devices that are capable of accepting the input of data and communicating such data to various remote computer networks and interchanging information. Computer system with prescribed configuration and licensed Operating Software (OS) shall refer to electronic hardware devices capable of receiving data, its process and communicating output data through internet having login ID and password to be provided by Bank for banking services.

2. INTERPRETATION

In this Agreement, unless specified otherwise: (a) “include” means “including without limitation”; (b) singular includes plural, and vice versa; (c) reference to one gender includes the other; (d) any Schedules or Annexures to this Agreement shall form part and parcel of this Agreement and shall be read and construed in accordance with the terms and conditions of the Agreement; (e) reference to a statute or a statutory provision include its amendments, modifications, re-enactments and consolidations; (f) the Parties have negotiated this Agreement in good faith and have jointly drafted the Agreement and accordingly, the rule of construction that an agreement should be interpreted against the Party responsible for drafting it will not apply to this Agreement and (g) in the event of any conflict between the terms in the main body of this Agreement and the Annexures to this Agreement, the terms in the main body of this Agreement will prevail to the extent such terms are incapable of harmonious construction.

3. SCOPE OF SERVICES

3.1. Company hereby appoints RO for the purposes of marketing, promoting and distribution of following services and performing such other services in the Territory, as specified by Company from time to time (“**Services**”):

- a. Identifying potential customers/prospects to avail the Services;
- b. Creating awareness about savings and other products as may be prescribed by Company from time to time;
- c. Processing and submission of Customer applications to Company;
- d. Receive, deliver and facilitate remittances/ other payment instruments; e. To perform all activities relating to the marketing promotion and distribution of Services;
- f. Facilitate Banking Transactions through AEPS or Aadhaar Pay or bill payments through Bharat Bill Payment Systems, or any other modes of payments as may be authorized by the Company to be performed by RO and in accordance with Applicable Laws; and
- g. Any other service that may be instructed by the Company to RO in writing (whether in electronic form or otherwise), which the Company is permitted to perform from time to time as per Applicable Laws.

However, the Services mentioned above are not exhaustive. The Company may revise it from time to time.

3.2. RO shall work in coordination with the Company or any designated body as the case may be from time to time.

3.3. This Agreement neither confers any exclusive right to RO to market Services nor gives any territorial right to RO in the area allocated to RO to deliver the Services.

4. ROLES AND RESPONSIBILITIES OF RO

- 4.1. RO shall be diligent and honest in provision of Services and in representing the Company and hereby represents that it will not introduce any products/process without the prior written approval of Company;
- 4.2. RO shall represent the Company only for the purposes of opening of bank accounts and at the point of customer's interface;
- 4.3. RO shall not engage in the business of providing same or similar services to any person/ entity to that of the Services without the prior written consent of the Company;
- 4.4. RO represents that it is eligible under Applicable Laws to be appointed as a RO and represents that in provision of Services, RO itself and will ensure that RO will be in compliance with this Agreement and any further instructions or guidelines or policies issued by Company from time to time.
- 4.5. RO while providing the Services will comply with the Applicable Laws as may be applicable, including BBPS standards, AEPS Procedural Guidelines and other procedural guidelines and inter-operability standards and service levels as prescribed under Applicable Laws and resolution of grievances as per the service levels prescribed by the Government Authority;
- 4.6. RO shall maintain adequate and independent manpower and other infrastructure to deliver Service (a) Laptop/desktop with adaptor- Dual Core, free from computer virus or computer containments, malware, viruses, black boxes, trapdoors etc.; (b) power back up; (c) smart phone; (d) printer, scanner and photocopier; or (e) biometric authentication device for the purpose of this Agreement is compliant in accordance with Applicable Laws including UIDAI and NPCI specifications or any other hardware or software as may be required by the Company.
- 4.7. RO shall provide necessary system access to Company for providing the Services and all Services shall be provided solely through Company's Software/portal or will be recorded therein and no offline transactions will be carried out by the RO. Company may require the RO to obtain biometric devices, if need be, which RO agrees to obtain at its own cost as and when requested by the Company. It will be responsibility of the Company to ensure that the connectivity of the above mentioned equipment should be strong and meet bandwidth requirements for smooth facilitation of Services. RO shall be responsible for the maintenance and repair of all equipment in their custody.
- 4.8. The books of accounts, requisite records, registers, additional records which may be required to be maintained under GST requirements etc., shall at all times be maintained and preserve by RO as may be prescribed by Company and provided under Applicable Laws. RO agrees to submit all necessary document(s), paper(s), proof(s), information and agreement as may be required by Company from time to time.
- 4.9. RO shall not offer the Services at a price higher than the maximum price or value of the Service as stipulated by the Company.
- 4.10. RO shall ensure that the CAF is complete in all respects as per the applicable provisions of Know Your Customer (KYC) norms/ Anti-Money Laundering (AML) standards/combating of Financing of Terrorism (CFT)/ obligation of company under PMLA. Company may reject any incomplete forms or where the documents do not match the information provided by the

Customer. RO will ensure that (a) Customer's recent photograph is affixed on the CAF; (b) Customer's photograph on the CAF is to be tallied with the photograph on the proof of identity; (c) in case e-KYC authentication cannot be performed or in case Customers give another officially valid documents for opening the bank account, RO will collect certified copy of the officially valid documents from the Customer, which will then be originally seen and verified as per RBI Regulations by an authorized officer of the Company in accordance with RBI Regulations.; and (d) details on the CAF tally with the details on the proof of identity documents submitted by the Customer.

- 4.11. RO shall ensure, in case of failed/returned/rejected/cancelled Banking Transactions, that the amount equivalent to the Banking Transactions Value is credited back to the concerned user or Customer's account, immediately. RO shall maintain proper records and provide receipts to the Company and promptly provide complete details of such returns/refunds as and when called for by the Company or Governmental Authority.
- 4.12. RO shall furnish instant confirmation of payments made/success of Banking Transaction via a payment receipt/confirmation message to the Customers. The receipt could be in physical or electronic form (SMS/ email etc.) as per Applicable Laws and a digital copy of the receipts must be shared with the Company on a daily basis for all the transaction in one day.
- 4.13. RO undertakes that it shall not share the login credential provided to it by the Company to perform Services herein. Any breach of the aforesaid will entitle the Company to terminate this Agreement in addition to forfeiting the security deposit or any payments due to the RO, other than taking legal actions against the RO.
- 4.14. RO shall maintain updated records of Customer's initiated Banking Transactions.
- 4.15. RO shall take all care and caution in entering the Customer's details for Banking Transactions in the TE/ RO Portal. RO shall be solely responsible to resolve issues arising out of incorrect details and the Company would not have any liability in such cases.
- 4.16. RO Agents employed by or acting under the authority of the RO shall not be deemed to be employees of the Company and the RO assumes full responsibility for their actions, supervision and control including all matters and Applicable Laws in relation to their employment or engagement.
- 4.17. RO shall manage and handle cash to ensure adequate cash positions is maintained by to ensure Service delivery to Customers. RO will ensure that all the terms, conditions and obligations in this Agreement as are applicable to RO will also apply to RO Agents mutatis mutandis.
- 4.18. RO shall ensure that the Customers are intimated in writing about the terms and conditions of the Services, customer grievance redressal mechanism, forfeiture policy and such other policies, as mandated by RBI.
- 4.19. RO shall ensure the availability of Services for sufficient hours on any working days. RO shall not deny Services authorized by Company to the Customers, without any reason beyond its control. In the event of any non-adherence to this Clause, Company will have the right to take appropriate action against the RO at its sole discretion including but not limited to termination of this Agreement.

4.20. RO shall make sure that transaction is carried out in supervised environment and shall ensure that the Customer is using his/her fingerprint for authentication and nothing is morphed on his/her finger nor using a silicon finger. RO shall ensure that the Customer is not using any wax coating, or using fingerprint imprint of any other person using any other device or by any method whatsoever. RO shall ensure that after each transaction should immediately wipe the fingerprint reader sensor.

4.21. RO shall enter into transactions only in Indian Rupees, unless otherwise permitted by the Company in writing in advance.

4.22. RO shall ensure that the biometric put by the Customer is not forced or coerced by another person to put his/her biometric or biometric of other person.

4.23. In relation to AEPS transactions, the RO shall execute a request/instruction received from the Customer unless: (a) the funds available in the account of the Customer are not adequate or funds are not properly applicable/available to comply with such request/instruction; (b) the request is incomplete or it is not issued in the agreed form; (c) the RO has reason to believe that the request is issued to carry out an unlawful or illegal transaction; or (d) the request cannot be executed under the Applicable Laws.

4.24. RO shall not charge any wrongful amount to the Customer or discriminate against the Customers in any way for using TE/ RO Portal.

5. ROLES AND RESPONSIBILITIES OF THE COMPANY

5.1. Company shall undertake and perform the following specific operations, duties and functions:

a. give RO all support necessary for the delivery of Services and supply such information as requested by RO for carrying out RO's duties and obligations under this Agreement;

b. provide Training Module and Promotional Materials to RO;

c. monitor and supervise ROs and introduce them to the members of public; d. attend to queries, grievances and disputes emanating from Customers in relation to Services; e. ensure compliance with RBI Regulations and other statutory and regulatory bodies;

f. notify RO of any changes in the prevailing RBI Regulations and pertaining to RO and both Parties shall work together to identify the impact of such changes;

5.2. Company reserves the right to offer/continue to offer and/or discontinue offering the Services through the ROs at any time for any reason(s) as may be deemed fit by Company, from time to time by intimating the ROs of any such act.

5.3. Company shall convey guidelines about (i) the applicable provisions of Know Your Customer (KYC) norms/ Anti-Money Laundering (AML) standards/combating of Financing of Terrorism (CFT)/ obligation of company under PMLA stand complied with all times along with the consequent liabilities for any kind of non-compliance of such guidelines.

5.4. Company has a right to recover from the RO any amount due or as may accrue due to default on the RO including amount erroneously credited into the account of the RO without any consent.

6. DISPENSATION OF SPECIFIED BANKING SERVICES

6.1 Company shall have exclusivity at the RO for banking services. RO shall source and provide services of the bank authorized by Company only.

6.2 RO must have a reasonably good computer system with licensed software and adequate antivirus software to run the Company's prescribed program. The cost and maintenance of computer system and software shall be borne by RO. Any breakdown in hardware and software should be promptly informed to Company. RO shall be provided necessary guidelines and support besides training to start business effectively.

6.3 RO shall maintain secrecy of transaction carried by its customers according to Fair Practice Code of Indian Bank's Association (IBA). It will not resort to harassment and intimidation for lending and collection of dues from borrowers of its customers, relatives or their friends.

6.4 RO shall issue receipts of transactions to customers generated through system. If manual receipts are issued, the responsibility of such shall be of RO and non-compliance will result in termination of RO Agreement at the sole discretion of Company.

6.5 RO shall, without fail, deposit any or all money received from the customers or end users in the authorized bank within 24 hours of the receipt of such money by him and duly receipted as above. Any breach of this obligation shall constitute a material breach of this Agreement on his part. In case of illiterate customers, the RO shall follow guideline of IBA, RBI or the Bank issued from time to time.

7. REPRESENTATIONS

7.1. RO represents and warrants that RO does not have any criminal proceeding pending against it and further represents, warrants and declares that RO is not involved in any criminal offence or otherwise is not a party to or subject to, any bye-law, law, dispute, injunction or order which would be contravened or breached or which may have a material adverse effect or impede in any manner the performance of the terms herein.

7.2. RO agrees that the Company has full right to monitor and assess the performance of Services provided by the RO under this Agreement and wherever the Company discovers any deficiency or non-performance of the Services by RO, the Company shall instruct the RO, in writing, regarding the same and RO agrees to rectify the deficiencies or to ensure the compliance of the instructions of the Company.

8. PROVISION OF TERMINAL EQUIPMENT/ RO PORTAL AND SOFTWARE

8.1. The Company will grant access to the RO to an RO portal to undertake transactions herein. Any non-compliance by RO will entitle the Company to suspend access to the RO portal.

8.2. The Company agrees to supply, install, integrate and commission a Terminal Equipment (TE) with requisite software at the RO/ RO Portal or through Internet or mobile phone that is capable of communication with the servers or network of the Company. This is required for

acceptance of orders of stock of prepaid products or services, electronic delivery of stock and dispensing electronic prepaid products or services or downloading or printing PINs for purchase by end-users of prepaid products or services for facilitating specified banking transactions by electronic dispensing of Services to the end users. The TE shall be available both under rental and purchase options for the RO. In the event RO obtains the TE under rental model, it shall be required to return the TE on termination or request by the Company. The Company reserves the right to confiscate the TE if RO is in breach of this agreement. The purchase price or rent of the TE shall be as per specified in Annexure 2.

- 8.3. The TE/ RO Portal or Internet or Mobile Phone shall be operated at the RO's cost and RO shall purchase or lease the TE from the Company. Company does not provide any warranty or guarantee in the TE and is provided on AS IS basis. Company may levy software charges from RO as per circulars or notifications issued from time to time.
- 8.4. RO shall have and retain ownership to the TE purchased by the Company. It is understood that TE provided to the RO on lease shall remain the property of the Company.
- 8.5. The login credentials provided to the RO for transacting on RO Portal or through TE shall be kept confidential at all times and shall not be shared with anyone failing which, Company shall have the right to terminate this Agreement without incurring any liability and confiscating the security deposit and TE.
- 8.6. It is agreed that Company shall be entitled to restrict or suspend ROs access to the RO Portal in case of Customer complaint, fraud or suspicious transactions.
- 8.7. The RO is not permitted to transfer or shift the TE from one place to another place without the prior written approval of the Company.
- 8.8. Ownership and copyright to any software program associated with TE shall vest solely with the Company. The RO shall be responsible and held liable for any unauthorized copying or modifications thereto.

9. MINIMUM BALANCE AND TRADING ACCOUNT

- 9.1. RO shall ensure that it has adequate balance i.e. earnest money deposit with Company and cash for facilitating Services and will be responsible for financial settlement between itself and Company. This balance will be used for the purpose of depositing the funds from the Customers for deposit in and withdrawal out of their savings account and payment for insurance premium or fees/commissions for any other third party product sold by the Company and for the provision of Services. This arrangement will be on pre-paid model and RO shall ensure that the balance maintained by RO with the Company is at least the amount specified by the Company to RO in writing (electronically or otherwise on the portal) so that Services to the Customers are not interrupted in any scenario and such balance shall be reviewed by both the Parties during the subsistence of this Agreement. RO shall at all times ensure that this amount should never go below a threshold amount as may be specified by the Company from time to time to RO in writing which will be a trigger for RO to relinquish the amount to bring it to the specified threshold.
- 9.2. RO shall deposit an interest free refundable security deposit amounting to INR [•] with the Company for due performance of the Agreement and to secure the Company against any loss

or damage caused to the Company on account of breach of this Agreement by the RO. The security deposit shall be refundable by the Company to RO on the termination of this Agreement after adjustments of any dues payable by the RO as mentioned herein. In case of forfeiture, the RO shall immediately credit the amount debited from the Security Deposit to ensure that the Security Deposit is never short of the required amount. RO shall provide additional interest free security deposit, as and when, intimated by the Company, in view of the business requirements and transactions between the Parties within a period of thirty (30) working days of written intimation by the Company to the RO. RO will be required to replenish the interest free security deposit from time to time for the said business purpose and provision of Services failing which, the Company may terminate this Agreement.

- 9.3. The Company shall be entitled to set off/deduct, forfeit or recover from the trading amount deposited by the RO for the loss caused due to fraud, failure, non-compliance or Customers claim within six (6) months of report of such incident. This clause will survive the termination of this Agreement.

10. MIS SERVICES

RO shall maintain and furnish to the Company, the services and functions relating to management information systems of the Services provided by RO (“**MIS Services**”) including the number of transactions done each day, type of services offered to the Customers and the amount received or deposited, if any. There shall be reconciliation of management information systems on 30th day of the each month wherein Company’s record will take precedence in the event of a conflict between the management information systems maintained by Company and RO.

11. COMMERCIAL AND PAYMENT TERMS

- 11.1. In consideration of the Services, a Commission as determined by Company and as mentioned in **Annexure 2** shall be payable by the Company to the RO. RO will not directly or indirectly charge the Customers any fee for Services rendered by RO on behalf of the Company other than the Service Charge levied by the Company for such services.
- 11.2. It is mutually agreed that all expenses incurred by either party for rendering of said Services shall be to the account of that party only. No costs, payments and expenses (including any expenses incurred for entering into this arrangement) shall be borne by the Company unless specifically mentioned in this Agreement or mutually agreed by Parties in writing. RO shall deposit non-refundable enrolment fee specified by the Company for the Services, marketing and other technology support services to be rendered on behalf of the Company.
- 11.3. RO will raise complete invoice in compliance with Applicable Laws (“**Invoice**”). Company will make the payment within thirty (30) working days post receipt of the invoice by the Company. The invoice will be raised by RO to the Company from time to time on mutually agreed terms.
- 11.4. RO shall be liable for compliance and payment of all Taxes or any other charges for the provision of Services. Company shall deduct TDS, or any other applicable Taxes as per Applicable Laws from the payments due to RO by the Company.

- 11.5. RO agrees to comply with all the requirements mandated under the GST laws, including filing valid tax returns relating to its transactions with Company. In case any credit, refund or other benefit under GST is denied to Company or is delayed due to non-compliance by the RO or due to non-furnishing or furnishing of incorrect or incomplete documents by the RO with the Government or Company, RO agrees to indemnify, defend and hold harmless Company and reimburse Company for the loss including any loss in tax, interest, penalty, reasonable costs or expenses of any nature, whether accrued, contingent or otherwise; including reasonable attorneys' fees and costs.
- 11.6. Company shall at the time of making payments to the RO, be entitled to set-off, deduct, adjust any amount due and payable to the Company by the RO under this Agreement or under any obligation due towards RO under any other agreement or arrangement.
- 11.7. Notwithstanding anything contained in this Agreement, in case, any claim of input tax credit of GST is not made available to the Company due to any non-compliance of GST Act including as amended from time to time, by RO, Company shall have the right to set off/adjust/reduce the amount of GST credit which is not available or which is so denied by an appropriate Government Authority, against any payment of the amount due to RO along with interest, penalty or any other cost charged to the Company. It is agreed by Parties that such withholding/setting-off of payments for the aforesaid reason by Company shall not be breach of its obligations under this Agreement. RO shall not claim any interest or other charges from Company for withholding/setting-off the payments for the above reason.

12. CUSTOMER GRIEVANCES

- 12.1. Company will ensure that all queries or grievances of the Customers in relation to the Services are duly addressed and ensure that RO take adequate steps/measures for the said purpose including educating general public and Customers adequately on the Services or features or interest rates or applicable bank charges and grievance redressal. RO undertakes to extend full co-operation to Company to redress the Customer grievances. If RO has reasons to believe that Customer is making false demands or claims, RO should immediately notify Company. RO shall not directly enter into any settlement with the Customer and route any grievance received by it to the Company.
- 12.2. RO shall promote and educate Customers and prospective Customers with respect to: (a) the Service; (b) all new product features, promotional schemes and other enhancements to the Service; and (c) business, brands and goodwill including prominent display at RO Premises of Promotional Materials and participation in sales promotion exercises and schemes undertaken by the Company from time to time. RO shall ensure that all Services or products reach to the Customer in perfect appearance and usable condition.
- 12.3. In the event of any dispute arising between the RO and a customer or prospective end-user, the RO shall forthwith inform Company and provide Company with details of the circumstance of the dispute and shall not institute proceedings in respect of it without the prior written consent of Company. If any legal proceeding is instituted by any Customer, RO shall immediately intimate the same to Company and provide all documents and information to enable Company to take appropriate action. Company shall not be liable for any dispute arising between RO and any other entity or any disputes arising in connection thereof including any civil or criminal action initiated by any Customer against RO for its acts or omissions. Company will not make any representation to Customers or otherwise give any

warranties other than those contained in the standard terms and conditions laid down by Company.

13. PROMOTIONAL MATERIAL

RO shall ensure that Promotional Material are prominently displayed in the premises at which the Services are offered to Customers. RO are required to display a signage in local language (vernacular) indicating their status as RO along with the name of the Bank, contact details and Banking Ombudsman of that area. RO shall for the purposes of creating market awareness, keep sufficient number of Professional Materials in its possession and provide the same to prospective Customers. Promotional Materials shall be supplied by the Company to RO. RO shall use all reasonable efforts to return the Promotional Materials lying with the RO to Company on the termination of this Agreement. RO is advised to inform Company for additional stock well in advance to ensure availability at all times.

14. PERFORMANCE TARGETS

RO acknowledges that continuity of Services, and quality of Services are essence of this Agreement. No temporary or permanent suspension of Services are permitted unless in case of Force Majeure Event. Company shall specify the service levels in relation to the Services in discussion with RO from time to time in writing. Notwithstanding anything contained elsewhere in the Agreement, such service levels shall form part of this Agreement and shall be strictly adhered to by the RO. RO agrees to use its best efforts to meet performance targets advised by Company from time to time and agreeable by RO. Company will be entitled to continuously and regularly monitor and assess the Services performed by RO so that necessary coercive actions can be taken immediately by the Company. In the event, the RO fails to adhere to the same, the Company will be entitled to take appropriate action against the RO including but not limited to termination of the Agreement and levy penalty in terms of Clause 19 of this Agreement.

15. INFORMATION

- 15.1. On entering into this Agreement, the RO shall provide Company such information which may assist Company to influence the conduct of its business, immediately on becoming aware of the same. The RO shall also pass on any information that it may become aware of, which is likely to affect the provision of the Services.
- 15.2. RO shall submit reports and other information related to the business and Services in the format and timeframe as intimated by Company from time to time.
- 15.3. RO shall, as agreed by Parties, provide an estimate of the volume of orders to be placed with Company for the ensuing month, item wise, but such estimate shall not be binding on either Party and the RO shall furnish an analysis of business carried out by it to the Company.

16. VERIFICATION OF IDENTITY OF CUSTOMERS

- 16.1. RO hereby undertakes that it has read and understood the RBI Regulations (other regulatory body wherever applicable) and/or as informed by the Company with respect to the KYC guidelines in relation to the Customers at the time of activating the Services for the Customers. RO shall comply with the applicable provisions of KYC norms/ Anti-Money

Laundering (AML) standards/Combating of Financing of Terrorism (CFT)/ Obligation of banks under PMLA and RBI Regulations and any amendments thereto at all times. RO shall be responsible to exchange any soiled or torn currency notes submitted by Customers so as to not cause any inconvenience to the Customers. Further, Company will in no event whatsoever, be responsible for any counterfeit or fake currency notes submitted by Customers to the RO.

- 16.2. RO shall also comply with requirements of the Company with respect to, inter-alia, filing of CAF, procurement of identification and/or address proofs, photographs of present Customers and for new Customers for the purpose of verification of the Customers prior to giving any Customer connectivity to the Services. RO undertakes to keep the Customer Registration and KYC related documents in its safe custody and to provide to Company as per the instruction(s) of the Company issued from time to time. In case of failure of duties and obligations, hereunder, shall constitute a material breach of its obligation under this Agreement.

17. RELATIONSHIP

This Agreement is being entered on a Principal-to-Agent basis and RO shall act as an agent of Company within the limits of authority hereby conferred under this Agreement to RO by the Company. This Agreement does not create employer-employee relationship between the RO and the Company. This Agreement is being entered into on arms-length basis and RO is not related party of the Company under the Applicable Laws.

18. INDEMNITY

- 18.1. The RO shall indemnifies the Company against all claims, actions, proceedings, demands, liabilities of damages made or levied against Company by any third party or Customer or end user arising out of relating to discharge of its obligations by the RO. This indemnity specifically covers and includes any claim or loss suffered or damages imposed on Company arising out of any alleged or proven misappropriation of funds obtained by RO in the course of any transaction of Services offered or carried out pursuant to this Agreement.
- 18.2. Notwithstanding anything contained in this Agreement, Company or its affiliates or subsidiaries shall not be liable to the RO for any incidental, indirect, consequential or special or punitive damages of any kind or of loss of revenue or business opportunities or loss of profits arising out of or related to any performance under or breach of this Agreement.
- 18.3. This clause and any other indemnities provided by the RO in this Agreement elsewhere shall survive the termination of this Agreement.

19. PENALTIES

- 19.1. The Company reserves the right, at its sole and absolute discretion, to disconnect or suspend this arrangement to the RO without explanation and without notice, should the RO not fulfil any of his obligations herein or should the Company suspect that the RO is not acting in good faith or should any fraudulent activity be suspected or for any reason whatsoever. The RO shall be liable for any amount due or those that have become payable prior to the date of suspension/disconnection.

19.2. The Company has the right to forfeit the security deposit of the RO along with unused Trading Balance in case the RO neither has done any transactions using the TE/RO Portal during the last thirty (30) days nor has returned the TE in good working condition to the Company.

19.3. Subject to the terms of this Agreement, the amount of security deposit shall be returned to the RO upon termination of this Agreement only on fulfilment of all the obligations by the RO a stipulated herein.

19.4. The Company reserves the right to offset any payment due to it from the security deposit if any, payable to the RO and shall also be entitled to appropriate, without prejudice, any such payment to any other liability, which, at its own discretion it deems, the RO owes to the Company.

20. INTELLECTUAL PROPERTY

Any and all trademarks, trade names, logos, service marks, trade dress or other proprietary indicia of Company (collectively the “**Company Marks**”) are and shall remain the exclusive property of Company. RO has no rights in and to the Company Marks and may not utilize the Company Marks for any purpose without the prior written consent of Company. Any unauthorized use or misuse of the Company Marks shall constitute an infringement of the Company’s rights in and to the Company Marks and shall constitute a material breach of this Agreement. Either Party hereby grants to the other Party a non-exclusive, royalty-free, limited license to use, display and reproduce the Company Marks of other party solely in connection with purpose of the Agreement. Each Party shall prominently display, on the Website or Mobile App or any other media in offline or online marketing materials if so requested by other party. Any usage shall be in compliance with such approval and policies as may be notified from time to time.

21. TERM AND TERMINATION

21.1. This Agreement shall remain valid and operative for a period of [•] years from the date of acceptance of this Agreement, unless sooner terminated as provided herein.

21.2. RO may terminate this Agreement by a prior notice of sixty (60) working days to the Company, provided that the Company may terminate this Agreement, for convenience, by giving seven (7) working days prior notice to RO without assigning any reasons thereof.

21.3. Company reserves the right to terminate the Agreement forthwith anytime during the subsistence of the Agreement in case the RO does not comply with any of its obligations under this Agreement. Company may terminate this Agreement by notice in writing (the “Termination Notice”) to RO if the RO (a) commits a material breach of its obligations under this Agreement and has failed to remedy such breach, if the breach is capable of remedy, within seven (7) days of being specifically required in writing to do by Company. In such an event, the Agreement shall stand terminated at the end of such notice; (b) makes an assignment for the benefit of creditors generally; (c) RO is subjected to any decision, ruling, judgment, order, law, regulation, decree or other intervention of a regulatory authority or government which prevents or materially affects its continued involvement in its business in relation to this Agreement; or (d) undergoes liquidation, insolvency, voluntary or involuntary winding up, except winding up in the course of an amalgamation or merger.

21.4. Company shall have the right to suspend operation of this Agreement without prior notice by sending an email to this effect to RO in case of any of the following circumstances: (a) when „fraud, forgery, scam, infringement of intellectual property of the Company in which direct or indirect involvement of RO either reported or suspected; or (b) in case of defamation of the Company.

21.5. Upon termination of this Agreement for any reason whatsoever:

- a. All transactional amounts shall be transferred by RO to the account of Company no later than within forty eight (48) hours of termination;
- b. RO shall for all requisite purposes cease to represent Company in any manner whatsoever and shall immediately cease to use of the Intellectual Properties of Company and shall return to Company, in good condition, all Promotional Materials and Confidential Information post retaining the copy thereof as per the Applicable Laws. In case of failure by RO to return unused Promotional Materials, Company shall deduct the value of such materials or any other material lying with RO from the security deposit or any such amount due and payable by the Company to RO;
- c. RO shall immediately cease to access and use the TE/RO Portal shared for the purpose of this Agreement;
- d. RO shall immediately discontinue the provision of Services. However, RO will complete the Services pending completion prior to termination;
- e. RO's rights under the Agreement shall cease and no payment whatsoever shall be due to the RO for loss of goodwill, anticipated profits and any other claims or losses in respect of such termination. RO hereby waives any claim to receive any compensation as a consequence of termination of this Agreement; and
- f. RO shall not be entitled to claim from Company any compensation for costs or expenses incurred by it in either the setting up or promotion of its business or for any other matter relating to its appointment as the RO.

22. CONFIDENTIALITY

22.1. Each Party agrees that any disclosure and/or return of information by a party under this Agreement shall maintain the confidentiality of protecting and preventing any unauthorized disclosure, copying, use, distribution or transfer of possession of any such information. All right, title and interest in and to the Disclosing Party's Confidential Information and all Intellectual Property Rights therein shall remain with the Disclosing Party. The Receiving Party will not use any Confidential Information for any purpose other than to carry out the activities contemplated under this Agreement. Each Party agrees to use commercially reasonable efforts and have measures in place to protect Confidential Information of the other Party, and in any event, to take precautions no less stringent as those taken to protect its own Confidential Information of a similar nature, which shall always be of at least a reasonable standard.

22.2. The restrictions set forth in this Clause will not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclose thereof by the Disclosing Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by Applicable Laws or regulations (but in such event, only to the extent required to be

disclosed, and provided that the Disclosing Party is given a reasonable opportunity, where legally permissible, to seek a protective order in respect of such Confidential Information; (e) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; or (f) is authorized for disclosure to a third party at the direction of the Disclosing Party, provided that the foregoing exception shall only apply to the third party specified by the Disclosing Party for that particular disclosure.

22.3. This Clause will survive the termination of this Agreement.

23. ETHICS AND CODE OF CONDUCT

23.1. RO shall provide all possible assistance to each other in order to investigate any possible instances of unethical behaviour or business conduct violations by an employee or agent of the other Party. Either Party will disclose forthwith any breach of these provisions that comes to their knowledge to allow for timely action in their prevention and detection.

23.2. RO will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks in the course of all dealings with the Company and undertakes not to accept any gift, commission or any sort of gratification from any person dealing with the Company. In case of any such offerings, RO shall immediately report the same to the Company. Any instances of such violations will entitle the Company to take all appropriate actions or remedies under Applicable Laws or steps to terminate the Agreement.

23.3. RO shall ensure that Services are performed with personal integrity, privacy and personal rights of every individual.

24. REVIEW AND AUDIT

24.1. During the subsistence of this Agreement on such frequency and manner as may be decided by the Company or on RBI's instruction or persons authorized by RBI or any other Government Authority or statutory or regulatory authority will have the right to access, audit, inspect, investigate and make copies or extracts of and will have unrestricted access to the premises, to all financial statements, systems and processes and records pertaining to the provision of the Services by the RO.

24.2. RO will extend co-operation for and during such inspection and/or audit and keep Company duly informed and appraised of such inspections and/or audits.

24.3. In case it is revealed that RO has misrepresented, indulged in unethical practices, fraud or has in any way breached the terms of this Agreement, in addition other remedies available to the Company, the Company will be entitled to all or any of the following: (a) to recover the overcharged amount; (b) to suspend/stop all the outstanding/future payments to RO; (c) to terminate this Agreement forthwith without any notice; and (d) to levy penalties to RO in accordance to its internal policy.

25. DATA PROTECTION

25.1. RO shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification under the Data Protection Legislation. "Data Protection Legislation" means the legislation and regulations

relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including without limitation The Information Technology Act, 2000 (as amended from time to time) including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“Privacy Rules”), all other banking industry guidelines or codes of conduct and any other applicable rules framed thereunder. “Personal Data” shall have the meaning as ascribed to the term „Sensitive Personal Data or Information“ under the Privacy Rules (as amended from time to time).

25.2. The Company hereby instructs RO to take such steps in the processing of Personal Data on behalf of the Company as are reasonably necessary for performance of its obligations under this Agreement.

25.3. RO shall not process or transfer any Personal Data outside India without the prior consent of the Company.

25.4. RO shall at all times have appropriate technical and organizational measures in place acceptable to the Company: (a) to prevent unauthorised or unlawful processing of any Personal Data; and (b) to protect any Personal Data against accidental loss, destruction or damage.

26. SECURITY AND CONTROL PROCESSES

26.1. RO hereby agrees to have reasonable security practices, control processes and checks in respect of the work executed at RO’s premises on a regular basis to the extent decided by the Company.

26.2. RO shall monitor on regular basis and disclose any breaches in the security practices/ processes and controls to Company.

27. MISCELLANEOUS

27.1. All notices and other communications will be in writing and the same shall be deemed to be served, if given personally delivered or sent by registered mail details whereof are first mentioned above in the Agreement and in case of RO, at the address mentioned in Company records.

27.2. Neither Party can assign or otherwise transfer, dispose or part with any of its rights or obligations hereunder to any person without the prior written consent of the other Party.

27.3. Except as provided herein no Party shall be liable to the other for non-performance of its obligations under this Agreement if such failure is caused due to a Force Majeure Event. Force Majeure Event mean circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, Civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, acts of government, its agencies or officers. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than three (3) months, then the other party shall have the right to terminate this Agreement. The terms of termination under this condition will be with no liabilities or penalties.

27.4. The Company can amend or alter all or any of the terms and conditions of this Agreement and such amended terms and conditions will be binding on the RO as per intimation in respect thereto. This Agreement together with any instructions or directions or mandates in writing or by way of email or letter sent by the Company to RO from time to time, constitutes entire Agreement between the Company and the RO and supersedes prior Agreement entered between the Parties.

27.5. The failure of either Party to require the performance of any terms of this Agreement or the waiver by either Party of any breach of this Agreement, will neither prevent a subsequent enforcement of such terms nor be deemed a waiver of any subsequent breach.

27.6. The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both Parties. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event, the enforceability of the remainder of this Agreement will not be affected.

27.7. This Agreement shall be governed by and construed in accordance with laws of India. The courts of competent jurisdiction in Noida shall have jurisdiction to entertain any proceedings for dispute resolution.