

TERMS AND CONDITIONS

FOR APPOINTMENT AS RETAILER/PARTNER/DISTRIBUTOR & SUPER DISTRIBUTOR

These terms and conditions (Terms and Conditions) shall apply to and govern the commercial arrangement between CshlyPay Network Technologies Private Limited. (herein after referred as 'CSHLYPAY') and the Retailer/ Partner / Distributor/Super Distributor. These Terms and Conditions and any attachments hereto represent the entire agreement between CSHLYPAY and the Retailer/ Partner / Distributor/Super Distributor and no changes to the same are binding unless they are in writing and intimated by the authorized representative of CSHLYPAY.

“CSHLYPAY” is a digital financial facilitation service provider, a company incorporated under the Companies Act,, 2013 (18 of 2013 and rule 18 of the Companies (Incorporation) Rules, 2014) having its registered office at We Work Seawoods, Grand Central, 10th Floor, Tower 1, Sector 40, Seawoods Railway Station, Darave, Thane, Maharashtra - 400706, INDIA (hereinafter referred to as the Company/CSHLYPAY which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns).

1. OPERATION OF THE RETAIL /Distributor/Super Distributor OUTLET

1.1 During the Term, the Retailer/ Partner / Distributor/Super Distributor shall render the services (“Services”) of CSHLYPAY, by and through such of its officers, employees, agents, representatives and affiliates as it shall designate, from time to time. Notwithstanding anything contrary contained in these Terms and Conditions, CSHLYPAY shall have the right at any time, to modify, alter and amend the lists of Services, including the manner, procedure, process in which the Retailer/ Partner / Distributor/Super Distributor will be required to perform the Services and the Retailer/ Partner / Distributor/Super Distributor shall be bound by all such modifications, alterations and amendments made by CSHLYPAY.

1.2 The Retailer/ Partner / Distributor/Super Distributor shall only market, distribute sell or promote such CSHLYPAY Services as are permitted expressly by the CSHLYPAY. The Retailer/ Partner / Distributor/Super Distributor shall not automatically have the right to market, sell, distribute, or promote any product or service that may be provided by other retail outlets, whether in the present or in the future. In the event of any addition to the Services, CSHLYPAY may, at its sole discretion, intimate the Retailer/ Partner / Distributor/Super Distributor that the Retailer/ Partner / Distributor/Super Distributor is entitled to sell, market, distribute and promote such product or service. CSHLYPAY shall also have the right to direct the Retailer/ Partner / Distributor/Super Distributor to discontinue providing any of the CSHLYPAY services at the Retail Outlet without assigning any reason whatsoever.

1.3 CSHLYPAY shall specify to the Retailer/ Partner / Distributor/Super Distributor, the necessary infrastructure and equipment including but not limited to computer terminals, peripherals attachments, internet and broadband connectivity, mobile device and/or any such device with GPRS connectivity, HTML enabled, which is compatible enough to run CSHLYPAY Software/Services etc., for effectively providing the CSHLYPAY services, which the Retailer/ Partner /

Distributor/Super Distributor shall acquire at its sole expense. In case of the MPOS Application, the Retailer/ Partner / Distributor/Super Distributor shall be entitled to install the CSHLYPAY software on that particular mobile device and/or any such other device, which is proposed to be registered with CSHLYPAY for availing CSHLYPAY services, and no other mobile/device of the Retailer/ Partner / Distributor/Super Distributor shall have such Software installed unless registered under the terms and conditions of this Agreement. Further, the Retailer/ Partner / Distributor/Super Distributor shall prominently display the CSHLYPAY signage, signboards, logos, etc., at a prominent place in the Retail Outlet, strictly in accordance with the directions issued by CSHLYPAY in this regard.

1.4 Upon satisfactory installation and operation of the necessary equipment and peripherals, CSHLYPAY shall, subject to these Terms and Conditions, install the necessary software and other CSHLYPAY Intellectual Property to enable the provision of the Services. All Services shall be provided solely through the portal of CSHLYPAY or are recorded therein and no offline transactions are permitted and/or no such fake/false receipts should be issued by the Retailer/ Partner / Distributor/Super Distributor for the willful fraud transaction done by the Retailer/ Partner / Distributor/Super Distributor which are not transacted through CSHLYPAY software/portal. However, if any Retailer/ Partner / Distributor/Super Distributor is found and/or discovered doing any such malicious/wrong/willful/fraudulent acts and/or offline transactions, it shall be liable and charged for such civil/penal and criminal acts by and under but not limited to the Indian Penal Code 1860 and Criminal Procedure Code 1973.

1.5 The Retailer/ Partner / Distributor/Super Distributor shall obtain all necessary license(s), permits and approvals for selling, distributing, marketing and promoting the Services from the Retail Outlet and shall bear all costs and incidental expenses incurred in this regard, including without limitation all fees for application, license fees, charges and taxes.

1.6 The Retailer/ Partner / Distributor/Super Distributor shall keep the Retailer/ Partner / Distributor/Super Distributor Outlet open for business during normal business hours, or as permitted by law or such other time period as CSHLYPAY may specify from time to time.

1.7 The Retailer/ Partner / Distributor/Super Distributor shall ensure that the Retail Outlet is utilized for the purpose of rendering the Services in accordance with these Terms and Conditions. The Retailer/ Partner / Distributor/Super Distributor shall further ensure that and shall not cause or permit (a) any material that may not be made available to the public under applicable law, including without limitation any vulgar, obscene, pornographic, misleading, defamatory, libelous, offensive, derogatory, threatening, harassing, abusive or violent content, to be made available in the Retail Outlet or (b) any activities that are proscribed under law or reasonably considered to be immoral or against public interest.

1.8 CSHLYPAY may, at its sole discretion and with or without consideration, provide training manuals, technology support, ongoing advice and assistance to the Retailer/ Partner / Distributor/Super Distributor and designated employees of the

Retailer/ Partner / Distributor/Super Distributor, including, provision of brochures, pamphlets, charts, signboards, signage and other materials for the purposes of advertisement, promotion and marketing the Services. Any materials supplied by CSHLYPAY shall be utilized solely in relation to the provision of Services and the Retailer/ Partner / Distributor/Super Distributor shall ensure that such materials are not utilized for any other purpose.

1.9 The Retailer/ Partner / Distributor/Super Distributor shall not encroach/poach upon the areas of operation of other neighboring Retailer/ Partner / Distributor/Super Distributors appointed by CSHLYPAY or act in any manner which will prejudice the business prospects of neighboring Retailer/ Partner / Distributor/Super Distributors appointed by CSHLYPAY.

2. DEFINITIONS AND INTERPRETATION

2.1. In this Terms of Use, unless the contrary intention appears and/or the context otherwise requires, capitalized terms defined by: (i) inclusion in quotations and/ or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

“Applicable Law” includes all applicable Indian statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, directions, directives and orders of any governmental authority, statutory authority, board, recognized stock exchange, as may be applicable including but not limited to Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks, Business Correspondent Guidelines issued by RBI from time to time, Payment & Settlement Systems Act, 2007, Payment & Settlement Systems Regulations, 2008, Policy Guidelines on Issuance and operation of Pre-paid Payment Instruments in India, and any other guideline in relation to prepaid cards issued from time to time by Reserve Bank of India and in each case, any implementing regulation or interpretation issued thereunder including any successor Applicable Law;

“Applicant” shall mean You or any individual person above the age of [18 (eighteen)] years, using an operational mobile phone connection, who applies either on his own or approaches Retail Partner at the Retail Outlet locations and/or such other locations, for availing the Company Services;

“Company Rules” shall mean policies issued by the Company with respect to its strategic business partners, retail partners, distributors, Consumers including but not limited to the policy on the code of conduct and other sales and management policies as issued on the Website, Platform and/ or otherwise and amended from time to time;

“Consumer” shall mean an Applicant who upon submission of the CAF and upon completion of necessary formalities, is found to be eligible by Company as per guidelines issued by RBI (if any), to avail the Company Services and has opened a Membership Account;

“Governmental Authority” means any nation, state, sovereign, or government, any federal, regional, state, local or political subdivision and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, constitutionally established and having jurisdiction over any of the parties (to the extent relevant to the transactions contemplated hereby) or the assets or operations of any of the foregoing or the transactions contemplated hereby;

“INR” or “RS” means Indian Rupees, the lawful currency of the Republic of India;

“Intellectual Property” shall mean all intellectual property used for the purpose of or in association with or in relation to providing the Company Services utilising the Platform and includes without limitation, (a) Software, operating manuals, software code, program, instructions, specifications, processes, input methods, data or information used in relation to, in association with or for the operation of the software installed by Company ; (b) the trademarks, service marks, trade names, business names, logos, symbols, styles, colour combinations used by Company during the course of its business and all depictions, derivations and representations thereof; (c) all promotional material including without limitation, advertisements, literature, graphics, images, content and the ‘look and feel’ of all of the above; and (d) all techniques, formulae, patterns, compilations, processes, inventions, practices, methodology, techniques,

“Tax” or “Taxes” shall mean any and all taxes, GST, cess, levies, imposts, duties, charges, deposits, fees, deductions or withholdings that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interest, penalties, claims or other liabilities arising under or relating thereto;

1. ACCEPTANCE AND APPOINTMENT AS RETAILER/ PARTNER / DISTRIBUTOR/SUPER DISTRIBUTOR

3.1 These Terms and Conditions shall come into force from the date (Effective Date) of Retailer/ Partner / Distributor/Super Distributor Application Form attached herewith. Within 30 (thirty) days from the date of acceptance by Retailer/ Partner / Distributor/Super Distributor, the Retailer/ Partner / Distributor/Super Distributor shall commence business in accordance with these Terms and Conditions.

3.2 The Retailer/ Partner / Distributor/Super Distributor acknowledges that it has read and understood these Terms and Conditions at the time of making an application to CSHLYPAY for operation of a retail outlet to provide the Services (as defined herein) under the name and style of “CSHLYPAY” and that it has had sufficient time to evaluate the financial requirements, equipment required to conduct the business, services applicable/ enable in his area of operation and risks associated with the establishment and operation of the retail outlet.

3.3 : During the Term and subject to these Terms and Conditions, CSHLYPAY hereby appoints the Retailer/ Partner / Distributor/Super Distributor and the Retailer/ Partner / Distributor/Super Distributor hereby accepts the appointment as a CSHLYPAY Retailer/ Partner / Distributor/Super Distributor, to establish and operate a retail outlet at such address as specified in the Retailer/ Partner / Distributor/Super Distributor application form attached herewith for the purpose of marketing, selling

and providing the Services ("Retail Outlet"). No changes to the address as mentioned in the Retailer/ Partner / Distributor/Super Distributor Application form shall be permitted, except with the prior written consent from CSHLYPAY whereas such consent shall be signed by the Authorized Representative of the level of Vice President or above.

3.4 The appointment of the Retailer/ Partner / Distributor/Super Distributor under these Terms and Conditions shall remain valid up to the termination ("Term"). CSHLYPAY may exercise its right of withdrawal by giving a notice in writing to the Retailer/ Partner / Distributor/Super Distributor 1 (one) month prior to withdrawal unless any breach of this agreement by the Retailer/ Partner / Distributor/Super Distributor.

3.5 The Retailer/ Partner / Distributor/Super Distributor may describe himself as an 'authorized Retailer/ Partner / Distributor/Super Distributor' of CSHLYPAY, but must not hold [itself/himself] out as being entitled to bind CSHLYPAY in anyway. The Retailer/ Partner / Distributor/Super Distributor shall not make, cause or permit, directly or indirectly, any description or projection of itself as a partner or employee or officer or representative of CSHLYPAY.

3.6 CSHLYPAY is in the business of facilitating/distributing/marketing/providing of product(s)/service(s) of various service providers to enable them to expand the distribution networks for the services provided by them.

3.7 The Retailer/ Partner / Distributor/Super Distributor has understood the business model and aware that CSHLYPAY is just a facilitator and distributor of products and services and does not own such services or products by itself. CSHLYPAY takes reasonable efforts to make available the services and products, however, shall not be liable and responsible for any deficiency of such services and products. CSHLYPAY further also takes reasonable efforts to provide its best uninterrupted services at best quality; however, technological systems are prone to interruption for upgradation, maintenance, breakdown of either the systems of CSHLYPAY or that of the Service Providers'. The Retailer/ Partner / Distributor/Super Distributor shall be managing his business considering such interruptions.

4. PAYMENTS AND COMMISSIONS

4.1 Non-Refundable Registration Fee: The Retailer/ Partner / Distributor/Super Distributor shall deposit such an amount ("Registration Fees") by way of a non-refundable registration fee as per commercial terms defined by CSHLYPAY on or before the Effective Date.

4.2 Working Capital: The Retailer/ Partner / Distributor/Super Distributor shall maintain and deposit with CSHLYPAY working capital ("Working Capital") in a bank designated and intimated to the Retailer/ Partner / Distributor/Super Distributor for this purpose ("Designated Bank") which will be an interest free deposit. The Working Capital limit may be increased from time to time by way of written intimation to the Retailer/ Partner / Distributor/Super Distributor. The Retailer/ Partner /

Distributor/Super Distributor shall immediately deposit such further amounts to ensure that the Working Capital is maintained at the aforementioned amounts at all times.

4.3 Working Capital Limit: The Retailer/ Partner / Distributor/Super Distributor shall be entitled to a credit limit equivalent to the Working Capital balance in the books of CSHLYPAY ("Credit Limit"). The Retailer/ Partner / Distributor/Super Distributor may enter into transactions up to the value of the existing Credit Limit. In the event the value of the transactions exceeds the Credit Limit, all further transactions exceeding the Credit Limit shall automatically be blocked until the Credit Limit is sufficient to permit further transactions. In the event the Retailer/ Partner / Distributor/Super Distributor desires to enter into transactions in excess of the Credit Limit, the Retailer/ Partner / Distributor/Super Distributor shall deposit the amount either with the Distributor or CSHLYPAY as the case may be to increase its Credit Limit accordingly. The Distributor/ CSHLYPAY shall, at their sole discretion, permit enhancement of the Credit Limit. If the amount is deposited with the Distributor, the Retailer/ Partner / Distributor/Super Distributor need to obtain proper receipt and the limit gets enhanced from the Distributor. CSHLYPAY shall not be responsible for any liabilities in such an event.

4.4 Commission: The Retailer/ Partner / Distributor/Super Distributor shall be entitled to commission, which shall be adjusted on a daily basis/monthly basis/transaction basis, for the provision of the Services at a rate to be intimated by CSHLYPAY to the Retailer/ Partner / Distributor/Super Distributor from time to time through its portal, either by way of credit to the Working Capital or the Retailer/ Partner / Distributor/Super Distributor may deduct the commission due to it, prior to depositing the proceeds of a transaction in the Current Account. The Retailer/ Partner / Distributor/Super Distributor shall be regularly updated on the Rates of Commission through the Portal. CSHLYPAY, at its sole discretion shall decide the sharing of Gross Margin with the Retailer/ Partner / Distributor/Super Distributors and its decision will be final. It is presumed that the Retailer/ Partner / Distributor/Super Distributor has agreed to such commission / margin before the transaction. Any dispute in this regard will not be admissible by CSHLYPAY.

4.5 Prices and discounts: All prices, charges, fees and discounts for all CSHLYPAY services shall be determined, and may from time to time be revised, by CSHLYPAY at its sole discretion. The Retailer/ Partner / Distributor/Super Distributor shall not collect cash from the customers by offering discounts on the Services which do not have CSHLYPAY's sanction. The Retailer/ Partner / Distributor/Super Distributor shall also not provide any incentives, subsidies or do any act/ omission or thing, which shall have the effect of providing incentives or subsidies on the Services. The Retailer/ Partner / Distributor/Super Distributor acknowledge that CSHLYPAY has the right to alter the prices or nullify any sales that have been entered in the portal.

4.6 Taxes: All current and/or future taxes or similar fees including without limitation GST, value added tax, service tax and other local or municipal taxes shall be payable by the Retailer/ Partner / Distributor/Super Distributor. Such amounts shall not be retained by the Retailer/ Partner / Distributor/Super Distributor while retaining its

commission. Payments made to the Retailer/ Partner / Distributor/Super Distributor shall be subject to such withholdings as prescribed under applicable law. Subject to the aforesaid, CSHLYPAY assumes no responsibility for the tax compliance of the Retailer/ Partner / Distributor/Super Distributor.

4.7 Costs: All costs and expenses for operation of CSHLYPAY Kiosk including but not limiting to electricity, telephone, staff salary, traveling, promotional activities and other similar out-of-pocket expenses incurred in the performance of the Services shall be borne by the Retailer/ Partner / Distributor/Super Distributor.

4.8 Activity/Inactivity charges: A minimum monthly charges plus Taxes may be levied by CSHLYPAY and the same shall be deducted from the Retailer/ Partner / Distributor/Super Distributor's Working Capital balance. The Retailer/ Partner / Distributor/Super Distributor hereby agrees and acknowledges to pay such charges as intimated to the Retailer/ Partner / Distributor/Super Distributor from time to time.

4.9 Set off: CSHLYPAY may, deduct sums due from the Retailer/ Partner / Distributor/Super Distributor under these Terms and Conditions from any sums due to the Retailer/ Partner / Distributor/Super Distributor under the same and the Retailer/ Partner / Distributor/Super Distributor hereby consents to such set off being made by CSHLYPAY.

5. EMPLOYEES

5.1 The Retailer/ Partner / Distributor/Super Distributor shall be solely responsible for all such personnel employed by it, including payment of wages, making of contributions under various labour laws, such as the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, etc.

5.2 The Retailer/ Partner / Distributor/Super Distributor acknowledges that it shall be responsible for all acts and omissions of its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Retailer/ Partner / Distributor/Super Distributor.

6. EXCLUSIVITY AND NON-COMPETE

6.1 During the continuation Term of this agreement, the Retailer/ Partner / Distributor/Super Distributor shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, and holder of equity or debt investment, lender or in any other manner or capacity):

(a) market, offer and/or perform services similar to that being developed, offered or sold by CSHLYPAY;

(b) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of CSHLYPAY to terminate his or her employment or consulting relationship with CSHLYPAY, or to breach any other obligation to CSHLYPAY;

(c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between CSHLYPAY and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of CSHLYPAY; or

(d) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of CSHLYPAY or any trade name used by CSHLYPAY.

7. INTELLECTUAL PROPERTY

7.1 No license under any patents, copyrights, trademarks or any other intellectual property rights of CSHLYPAY/ its affiliates / its Service Provider(s) / third party(ies) is granted to or conferred upon to the Retailer/ Partner / Distributor/Super Distributor by virtue of being the Retailer/ Partner / Distributor/Super Distributor of CSHLYPAY. The Retailer/ Partner / Distributor/Super Distributor shall not acquire any interest and right on the trademark(s), trade name(s), logo, etc. of other party including CSHLYPAY by virtue of this Agreement and shall not use the logos, trademark of CSHLYPAY/owner of intellectual property on including inter alia the Retailer/ Partner / Distributor/Super Distributor's Rubber stamps, letterheads, Visiting Cards, websites etc. and/or any such material in whatsoever manner.

7.2. The Retailer/ Partner / Distributor/Super Distributor agrees to protect the logo, trade name and trademark of CSHLYPAY and not use the same, in any unauthorised manner, whatsoever, including inter alia as a tool for acknowledging payments accepted by the Retailer/ Partner / Distributor/Super Distributor/his representative, thereby creating false impression about the authenticity of such acknowledgment / receipt. The Retailer/ Partner / Distributor/Super Distributor hereby undertakes to indemnify, defend and hold CSHLYPAY harmless for all loss(es) / damage(s) arising due to infringement of this clause. The Retailer/ Partner / Distributor/Super Distributor is aware of the consequences, if at all, the Retailer/ Partner / Distributor/Super Distributor and/or his representative are found in unauthorized use of CSHLYPAY logo/ trade name(s) in any manner, then strict action shall be taken against the Retailer/ Partner / Distributor/Super Distributor, including permanent deactivation of his Services, but not limited to any other legal action which CSHLYPAY may deem fit and proper, under the provisions of law.

8. CONFIDENTIALITY AND SECURITY

8.1 The Retailer/ Partner / Distributor/Super Distributor agrees that all information disclosed by CSHLYPAY or which the Retailer/ Partner / Distributor/Super Distributor gets in the course of negotiating this Agreement is confidential in nature and hence cannot be disclosed. Each Party may disclose the existence of this Agreement, but agrees that the terms and conditions of this Agreement will be treated as Confidential Information; provided, however, that each Party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the Parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the

enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction.

8.2 The Retailer/ Partner / Distributor/Super Distributor also agrees that on and from the date of this Agreement all information, which the Retailer/ Partner / Distributor/Super Distributor may obtain from CSHLYPAY pursuant to this Agreement, shall be kept confidential by the Retailer/ Partner / Distributor/Super Distributor and shall not be disclosed to any third party, save and except with the prior written consent of the CSHLYPAY. SECURITY OF CONFIDENTIAL USER INFORMATION:

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8.3 Security of POS User ID and Password: The Retailer/ Partner / Distributor/Super Distributor shall be solely, exclusively and absolutely responsible and liable for safeguarding and/or securing the confidentiality of the user id and passwords relating to access of CSHLYPAY services and such other relevant information, in whatsoever name called pertaining to the Retailer/ Partner / Distributor/Super Distributor/User Account of the Retailer/ Partner / Distributor/Super Distributor.

8.4 Unauthorized Access: The Retailer/ Partner / Distributor/Super Distributor shall take all necessary precautions to prevent unauthorized and illegal use of CSHLYPAY services and unauthorized access to the Retailer/ Partner / Distributor/Super Distributor Accounts provided by CSHLYPAY. The Retailer/ Partner / Distributor/Super Distributor hereby agrees that CSHLYPAY shall not be held liable and/or responsible for any wrong doings/ misappropriation/ misrepresentation/any leakage of passwords and for any liability arising due to insufficient security maintained by the Retailer/ Partner / Distributor/Super Distributor with respect to the Retailer/ Partner / Distributor/Super Distributor account. CSHLYPAY shall take all commercially viable and/or reasonable care to, ensure the security of and to prevent unauthorized access, using commercially viable and reasonable technology available to CSHLYPAY.

8.5 Fraud/fake transactions: CSHLYPAY shall not be liable and/or responsible for any fraud/fake transactions occurring from the Retailer/ Partner / Distributor/Super Distributor id by any third party. CSHLYPAY takes utmost care for encryption of the Retailer/ Partner / Distributor/Super Distributor's personal details. However, CSHLYPAY cannot control the misuse of the sensitive information like password/s once it is handed over to the Retailer/ Partner / Distributor/Super Distributor. Retailer/ Partner / Distributor/Super Distributors shall be responsible to follow standard guidelines for securing their id/password for the CSHLYPAY software.

9. WARRANTIES AND COVENANTS OF THE RETAILER/ PARTNER / DISTRIBUTOR/SUPER DISTRIBUTOR

9.1 The Retailer/ Partner / Distributor/Super Distributor hereby warrants, covenants and undertakes that it shall

(a) Promptly, effectively, efficiently and professionally sell, market, distribute and promote the Services and shall promptly respond to all inquiries by any customer or potential customer in relation to the Services;

- (b) at all times co-operate with CSHLYPAY's representative(s) and promptly report to CSHLYPAY any complaints or customer feedback relating to the Services which may come to the Retailer/ Partner / Distributor/Super Distributor's attention;
- (c) Conduct its operations in compliance with applicable law, these Terms and Conditions and all guidelines and instructions that may be provided by CSHLYPAY from time to time;
- (d) Promote CSHLYPAY's business interests;
- (e) not do or omit, or cause to be done or omitted, any act, deed or thing, directly or indirectly which may potentially result in any damage to, loss of reputation of or any loss to CSHLYPAY in any manner whatsoever;
- (f) employ sufficient number of personnel to provide the Services, who shall be adequately trained to provide the Services;
- (g) Ensure all personnel employed by it comply with these Terms and Conditions and the Retailer/ Partner / Distributor/Super Distributor shall be solely responsible for all acts/omissions of such personnel;
- (h) Not enter into any agreements with customers or any other third parties which are contrary to law or to these Terms and Conditions;
- (i) adhere to and shall cause its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Retailer/ Partner / Distributor/Super Distributor to provide the Services to adhere to the dress code and professional conduct and etiquette as prescribed by CSHLYPAY from time to time;
- (j) ensure that none of the Services are denied to any person or group of persons or to any customer save and except with the express written consent and / or instructions of CSHLYPAY;
- (k) not engage in any unfair or unethical trade or practice;
- (l) not permit unauthorized persons entry into the Retail Outlet and shall, under no circumstance, permit any unauthorized person to access the computer/server located at the Retail Outlet or access to information, material, accounts and records in relation to CSHLYPAY Services;
- (m) not permit any other person whatsoever, to conduct any business, trade or profession of any nature at the Retail Outlet; and
- (n) obtain and maintain all required necessary approvals, permits, waivers, consents, registrations and licenses from the relevant authority to perform all its obligations under these Terms and Conditions.

9.2 The Retailer/ Partner / Distributor/Super Distributor agrees that it shall be solely liable and responsible for any seizure of instruments provided by CSHLYPAY to it by any governmental authority for its actual or alleged illegal and unlawful act. 9.3 The Retailer/ Partner / Distributor/Super Distributor agrees that it shall be solely liable and responsible for taking any type of Insurance including but not limited to Cash handling/transit Insurance, in accordance to provide protection to CSHLYPAY business accordingly from time to time.

9.4 The Retailer/ Partner / Distributor/Super Distributor agrees and undertakes to ensure that the contact details including phone number and/or any other credentials of the consumer/s which needs to be captured on CSHLYPAY platform for acknowledging the transaction done at CSHLYPAY network, should be genuinely of the customer and/or taken from the customer/s and the Retailer/ Partner /

Distributor/Super Distributor shall not put his own or any fake / wrong credentials on behalf of customer/s, in any manner whatsoever.

9.5 The Retailer/ Partner / Distributor/Super Distributor also agrees that it shall during the Term of this Agreement, allow CSHLYPAY and/or any other statutory authority/ person of its management, auditors, regulators and/or agents the opportunity of inspecting, examining, auditing and/or taking copies of any records with the Retailer/ Partner / Distributor/Super Distributor in relation to the performance of the Services by the Retailer/ Partner / Distributor/Super Distributor.

9.6 The Retailer/ Partner / Distributor/Super Distributor shall co-operate with such internal or external auditors and/or as defined above to assure a prompt and accurate audit of the Retailer/ Partner / Distributor/Super Distributor's records and data and shall also co-operate in good faith and in best efforts basis with CSHLYPAY to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time.

9.7 The Retailer/ Partner / Distributor/Super Distributor shall perform its responsibilities under these Terms and Conditions diligently and shall strive to increase the sale of CSHLYPAY Services to the best of its ability and shall always maintain a good relationship with the specified Distributor and the customers and shall maintain total transparency in relation to the same.

10. REPRESENTATIONS AND WARRANTIES

The Retailer/ Partner / Distributor/Super Distributor represents and warrants that: (a) it has had a full and adequate opportunity to read and review this Agreement and to be thoroughly advised of the terms and conditions of this Agreement by an attorney or other personal representative, and has had sufficient time to evaluate and investigate the provision of Services under this Agreement and the financial requirements and risks associated with the same; (b) Neither the execution of this Agreement nor the performance of the Retailer/ Partner / Distributor/Super Distributor's obligations under this Agreement will result in a violation or breach of any other agreement by which the Retailer/ Partner / Distributor/Super Distributor is bound; (c) it has and will continue to have the power and authority to be bound by these Terms and Conditions and to perform and fulfill all activities contemplated herein and that no other person or entity is required to consent or provide permission to the activities contemplated under these Terms and Conditions and the Retailer/ Partner / Distributor/Super Distributor is not subject to any agreement, judgment or order inconsistent with these Terms and Conditions; (d) the entry into and performance of these Terms and Conditions in accordance therewith shall not result in a violation of applicable law, its charter documents or any other agreement by which it is bound; and (e) it is adequately insured for all liabilities specified herein.

10.1 The warranties provided herein by the Retailer/ Partner / Distributor/Super Distributor are in addition to and do not exclude any of the implied warranties under the applicable law with respect to the activities contemplated under these Terms and Conditions.

11. MISCELLANEOUS

11.1 Governing Law: These Terms and Conditions shall be governed by, and construed in accordance with Indian law as such law shall from time to time be in effect, subject to Delhi Jurisdiction courts only.

11.2 Dispute Resolution: The Parties shall try and resolve disputes, if any, arising under these Terms and Conditions amicably failing which the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any modifications or re-enactments thereof. The arbitration shall be conducted by a sole arbitrator agreed between both Parties. The venue of arbitration shall be New Delhi Only. The arbitration proceedings shall be in English. The award shall be final and binding on the Parties. A Retailer/ Partner / Distributor/Super Distributor is a business associate and the relationship is created under this agreement. In no way the Retailer/ Partner / Distributor/Super Distributor is a customer of CSHLYPAY and shall not be entitled to the remedy under consumer dispute Act. In the event of disputes between the Retailer/ Partner / Distributor/Super Distributor and any other operator of CSHLYPAY Retail Outlet, such disputes shall be resolved by an officer of CSHLYPAY, whose decision shall be final and binding.

11.3 Non-Exclusive Appointment: The Retailer/ Partner / Distributor/Super Distributor hereby acknowledges that all of the rights provided under these Terms and Conditions including area of operation, without limitation, the limited license to use CSHLYPAY Intellectual Property are non-exclusive in nature and nothing herein shall be read to prejudice any right that CSHLYPAY to any other person any other right or permission to perform the activities contemplated under these Terms and Conditions.

11.4 Force Majeure: If CSHLYPAY is prevented from performing any of its obligations under this Agreement due to any cause beyond CSHLYPAY's reasonable control, including, but without limitation to, any act of God, fire, flood, explosion, war, strike, embargo, government authority / regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers, major system break down and data loss beyond recoverable (a "Force Majeure Event") the time for CSHLYPAY's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however that if CSHLYPAY is unable to cure that event within 30 (thirty) days of the Force Majeure Event ceasing, or such further time as may be granted by CSHLYPAY, CSHLYPAY may terminate the Retailer/ Partner / Distributor/Super Distributor's appointment without any compensation or damages.

11.5 Injunctive Relief: CSHLYPAY shall be entitled to injunctive relief in the event of breach of the terms of these Terms and Conditions by the Retailer/ Partner / Distributor/Super Distributor to prevent or curtail any actual or threatened breach by the Retailer/ Partner / Distributor/Super Distributor of the express provisions of these Terms and Conditions or purpose fundamental (though not expressed) to signing of these Terms and Conditions.

11.6 Relationship: The Services rendered by the Retailer/ Partner / Distributor/Super Distributor under this Agreement shall be provided to CSHLYPAY on "Principle

to Principle” basis, and nothing in this Agreement creates or shall be deemed to create the relationship of partners, a joint venture, employer-employee, or principal-agent between the Parties. The Retailer/ Partner / Distributor/Super Distributor shall not, without CSHLYPAY's prior written approval, either on its invoices, letterheads or any other place or by any other means, orally or in writing, make any statement or representation, calculated or liable to induce others to believe that the Retailer/ Partner / Distributor/Super Distributor is the agent of CSHLYPAY or do any act, deed or things to bind CSHLYPAY in any way in dealing with any third party (ies). The Retailer/ Partner / Distributor/Super Distributor is providing services to the customers and any dispute with the consumer shall be sole responsibility of the Retailer/ Partner / Distributor/Super Distributor.

11.7 Notice: Any notice required to be provided hereunder by one Party to the other shall be given in writing and shall be delivered by (i) personal messenger, (ii) proof of delivery requested courier service or (iii) facsimile. All notices shall be delivered to the address of the Parties as provided in the Retailer/ Partner / Distributor/Super Distributor Application Form.

11.8 Assignment: The Retailer/ Partner / Distributor/Super Distributor may not assign or delegate any of its rights or obligations hereunder without a prior written consent from CSHLYPAY. Subject to the foregoing, the rights and obligations under these Terms and Conditions shall ensure to the benefit of, and shall be binding upon, the heirs, legatees, successors, representatives, and permitted assigns of the respective Parties.

11.9 For the purpose of this Agreement, the term “Software” shall include custom built software that is owned by CSHLYPAY, or software that has been licensed from third party suppliers by CSHLYPAY and in relation to which CSHLYPAY has obtained the right to sub license from such third party suppliers.

11.10 The Retailer/ Partner / Distributor/Super Distributor shall not sublicense, assign or otherwise transfer the said Software to any person and/or any third party and is expressly prohibited from distributing, sublicensing, assigning, transferring or otherwise, the Software, or other technical documentation /information pertaining thereto, or any portions thereof in any form.

11.11 The Retailer/ Partner / Distributor/Super Distributor shall not make any changes / modifications / alterations in entire / any part of Software / Intellectual Property of CSHLYPAY.

11.12 Severability: If for any reason whatsoever any provision of these Terms and Conditions is or becomes, or is declared to be, invalid, illegal or unenforceable under applicable law, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefor, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. Such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms and Conditions, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained in these Terms and Conditions, and

the remaining provisions of these Terms and Conditions shall be given full force and effect.

11.13 Amendment: No change, alteration, modification or addition to these Terms and Conditions shall be valid unless in writing and properly executed by CSHLYPAY.

11.14 Waiver: A waiver by CSHLYPAY in respect of a breach of a provision of these Terms and Conditions by the Retailer/ Partner / Distributor/Super Distributor will not be deemed to be a waiver in respect of any other breach and the failure of CSHLYPAY to enforce at any time a provision of these Terms and Conditions will in no way be interpreted as a waiver of such provision.

11.15 Third Parties: Nothing in these Terms and Conditions, unless expressly provided for herein, is intended to confer upon any person, other than the Parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of these Terms and Conditions.

11.16 Further Actions: The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of these Terms and Conditions.

11.17 Costs: The Retailer/ Partner / Distributor/Super Distributor shall bear all taxes, fees, levies and other expenses in relation to its appointment pursuant to these Terms and Conditions.

11.18 Rights Cumulative: The rights, powers, privileges and remedies provided in these Terms and Conditions are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by applicable law or otherwise. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under these Terms and Conditions shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part. Similarly, no single or partial exercise of any right, power, privilege or remedy under these Terms and Conditions shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

12. CHANGE IN RETAILER/ PARTNER / DISTRIBUTOR/SUPER DISTRIBUTOR

12.1 If the Retailer/ Partner / Distributor/Super Distributor is an individual, in the event of his/her death, incapacity or inability to operate the Retail Outlet, his/her successor or assignee shall continue to operate the Retail Outlet only after obtaining a prior written consent from CSHLYPAY.

12.2 If the Retailer/ Partner / Distributor/Super Distributor is a partnership or a company, in the event of a change in control of the partnership or company, due to a change in the partnership or change in management or majority shareholding of the company, as the case may be, the successors in interest or permitted assigns of the partnership or the company, as the case, may continue to operate the Retail Outlet only after obtaining a prior written consent from CSHLYPAY.

13. TERMINATION

13.1 These Terms and Conditions shall cease to have effect upon expiry of the Term.

13.2 Either Party hereto shall have the right to terminate the Agreement without cause by written notice of 30 days to the other Party.

13.3 CSHLYPAY shall be entitled to terminate the appointment of the Retailer/ Partner / Distributor/Super Distributor by written notice of Thirty [30] days to the Retailer/ Partner / Distributor/Super Distributor in the following circumstances: (a) the Retailer/ Partner / Distributor/Super Distributor commits any breach of any of the provisions of these Terms and Conditions and, in the case of a breach capable of remedy, fails to remedy the same within 15 (fifteen) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; (b) the Retailer/ Partner / Distributor/Super Distributor at any time breaches any obligation in relation to CSHLYPAY Intellectual Property; (c) repeated failure to deposit the proceeds of transactions on a daily basis; (d) CSHLYPAY, subsequent to ascertaining the commercial viability of continuing the appointment of the Retailer/ Partner / Distributor/Super Distributor, determines that the Retailer/ Partner / Distributor/Super Distributor is not a fit person to carry out the obligations imposed on it; (e) the Retailer/ Partner / Distributor/Super Distributor assigns its rights and obligations under these Terms and Conditions in an unauthorized manner; or (f) immediately upon the occurrence of: (i) the Retailer/ Partner / Distributor/Super Distributor becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or

13.4 CSHLYPAY shall be entitled to terminate the Appointment without notice: (a) if, by the acts or default of the Retailer/ Partner / Distributor/Super Distributor, CSHLYPAY suffers damage to its name and reputation; (b) in the circumstance described in Clause 13.4 (Force Majeure); (c) a change in control or management of the Retailer/ Partner / Distributor/Super Distributor; (d) any event that would affect the ability of the Retailer/ Partner / Distributor/Super Distributor to perform its obligations; (g) any of the directors/partners/proprietor of the Retailer/ Partner / Distributor/Super Distributor are convicted of any criminal charge; or (e) the Retailer/ Partner / Distributor/Super Distributor is certified and declared to be of unsound mind.

13.5 CSHLYPAY shall be entitled to terminate the appointment of the Retailer/ Partner / Distributor/Super Distributor by giving written notice of seven [7] days to the Retailer/ Partner / Distributor/Super Distributor, with or without assigning any reasons.

13.6 The right to terminate the appointment of the Retailer/ Partner / Distributor/Super Distributor under this Clause shall be without prejudice to any other right or remedy of CSHLYPAY in respect of the breach concerned, if any, or any other breach.

Upon termination of appointment of the Retailer/ Partner / Distributor/Super Distributor (a) within Fifteen (15) days from the date of termination, should clear all

amounts due to CSHLYPAY under these Terms and Conditions; (b) immediately return to CSHLYPAY all Confidential Information provided to the Retailer/ Partner / Distributor/Super Distributor under this Agreement; (c) immediately return to CSHLYPAY all material provided to the Retailer/ Partner / Distributor/Super Distributor under this Agreement; (d) immediately discontinue and cease to use the CSHLYPAY Intellectual Property and shall immediately hand over any and all copies or documentation of such Intellectual Property, including POPs and other manuals, the terminal and software supplied by CSHLYPAY, if any; (e) immediately and permanently remove the software or cause it to be removed from all human and machine readable media (or other memory devices); (f) return all originals and/or copies of the Confidential Information, including the publicity and marketing materials in its possession; (g) provide remote access to CSHLYPAY to disable any software that CSHLYPAY had installed; (h) remove all signboards, banners, glow signboards of CSHLYPAY from its office and also all such material, which will indicate any association with CSHLYPAY; (i) cease to promote, market or advertise CSHLYPAY or its products/services; and (j) the Retailer/ Partner / Distributor/Super Distributor shall grant CSHLYPAY, its employees or agents, access to its information technology systems for a period of Ninety (90) working days after termination.

13.7 Upon CSHLYPAY serving a notice of termination, or upon expiry of the Term, the Retailer/ Partner / Distributor/Super Distributor shall ensure that during the period of 1 (one) month leading to the termination, all systems and procedures will be strictly adhered to and all customers are handled properly. All enquiries from customers will be diverted to CSHLYPAY.

13.8 Notwithstanding the above, the Retailer/ Partner / Distributor/Super Distributor shall not, if so directed by CSHLYPAY, discontinue the Services during the notice period and shall continue to provide the Services as per these Terms and Conditions until indicated otherwise by CSHLYPAY.

13.9 In the event of termination of these Terms and Conditions, the Parties shall settle all claims existing between them, after reconciliation of the accounts. Thereafter, the Retailer/ Partner / Distributor/Super Distributor shall have no right or claim or entitlement of any kind of compensation or any other payment and CSHLYPAY shall not, under any circumstances, be liable or responsible, individually or collectively or fully or partly, for any kind of loss or expenses incurred by the Retailer/ Partner / Distributor/Super Distributor including any loss of profits, opportunity cost.

14. INDEMNITY

The Retailer/ Partner / Distributor/Super Distributor hereby undertakes to indemnify, defend and hold harmless CSHLYPAY, its affiliates, officers, directors, employees, agents, successors and assignees (collectively the "Indemnified Parties") from and against all claims, damages (special or consequential), losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from: (a) any action by a third party against the Indemnified Parties that is based on any negligent act, material omission or willful misconduct of the Retailer/ Partner / Distributor/Super Distributor or its employees,

personnel, officers or agents and which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting thereof; or, (iii) any violation of any statute, ordinance, or regulation; (b) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the breach by the Retailer/ Partner / Distributor/Super Distributor of any applicable laws, by-laws, regulations and guidelines; (c) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the Retailer/ Partner / Distributor/Super Distributor representing/providing wrong information to third parties in an unauthorized manner on behalf of CSHLYPAY; (d) any loss, damage or prejudice suffered by reason of any claim or proceeding by any third party against any of the Indemnified Parties due to the infringement of CSHLYPAY Intellectual Property by the Retailer/ Partner / Distributor/Super Distributor during the provision of the Services; (e) any loss, damage or prejudice suffered by any of the Indemnified Parties due to any claim made by the Retailer/ Partner / Distributor/Super Distributor's employees against CSHLYPAY for non-compliance with any labour laws; and (f) any misrepresentation of any representation or warranty of the Retailer/ Partner / Distributor/Super Distributor under these Terms and Conditions.

15. Declaration

15.1 I/We certify that the above information is correct and true to the best of my knowledge and belief. I/We further confirm that I/We have read and understood all the terms and conditions governing my engagement as Retailer/ Partner / Distributor/Super Distributor. I/We shall abide by these terms and conditions and do understand that these may be amended by the Company from time to time and the same would be acceptable to me all the time as long as I work as a Retailer/ Partner / Distributor/Super Distributor. I/We confirm having received a copy of these terms and conditions and have also perused these terms and conditions on the website of the Company "www.CSHLYPAYservices.com". I/We shall keep myself abreast of all the changes to be made by the Company in the terms and conditions from time to time and the same would be obtained by me directly from the website of the Company. I/We have fully understood that the one-time registration fee paid by me is not refundable. No cash has been paid by me to any employee of the Company.

15.2 I/we undertake to always display the rate list of the applicable charges on transactions and shall not overcharge the customers under any circumstances. I/we shall be responsible for payment of all kinds of the taxes including the GST in respect of any charges realized from the customers/Retailer/ Partner / Distributor/Super Distributors/end users on the transactions.

15.3 I/We hereby undertake that I have resigned from all other BCs where ever I had worked previously and am not working with any other BC or any agency.

15.4 I/We further declare that I will exclusively work with CSHLYPAY, In respect of Services till the pleasure of the CSHLYPAY or till my services/association is withdrawn/discontinued by the CSHLYPAY or upto the time I resign from CSHLYPAY.

15.5 I have read and fully understood and hereby confirm to undertake, accept and abide by the contents of these Terms and Conditions.

15.5 Communication Disclaimer: -

The Retailer/ Partner / Distributor/Super Distributor hereby understands and agrees that being a CSHLYPAY Retailer/ Partner / Distributor/Super Distributor, CSHLYPAY may communicate include communications including but not limited to voice, SMS, digital, video, and/or any other mode of innovative communication method, as deemed fit and proper by the Company and that these communications are considered as part and parcel of the Services. The Retailer/ Partner / Distributor/Super Distributor shall not be able to opt out of receiving these messages and/or communication in any way whatsoever and the Retailer/ Partner / Distributor/Super Distributor hereby agrees to receive any communication from the Company. The Retailer/ Partner / Distributor/Super Distributor also understands that the communication may include and contain advertisements.

I/we hereby also declare that I have also been apprised that these terms and conditions are also available on the website of the CSHLYPAY- "<https://app.cshlypay.co.in/>" which have been duly perused by me on the website of the Company. I/We also undertake that and any change in the terms and conditions governing my/our appointment may not be notified by CSHLYPAY to me/us but shall be binding on me/us if the change in the terms and conditions are made online by CSHLYPAY. I/We undertake to keep myself/ourselves updated in respect of change in the Terms and Conditions initiated/made by CSHLYPAY in its website- <https://app.cshlypay.co.in/>.

I/We undertake to immediately inform the Company of all my cash deposits and transfer of funds into the designated Bank Accounts of the Company and shall get the limit from the Company thereafter. I/We will ensure myself that the working limit in the portal by the Company against the cash deposit/fund transfer is made available to me immediately and this will remain as my/our basic responsibility. I /we have noted that the Company will not be held responsible for not assigning of any working limit against my cash deposits/fund transfer if I fail to inform the Company immediately after the deposits and do not get my working limit within two hours of cash deposit/fund transfers made by me/us. I/We have understood very well that in case of any negligence on my/our part in this regard, may lead to the working limit to someone else by mistake knowingly or unknowingly, for which the Company will not be held responsible under any circumstances. I/we will ensure at my/our own that the proper communication is received at the Company and any failure in this regard would be my/our own responsibility and Company will not be held responsible for that. I/we shall always remain abide by all the terms and conditions as specified above and as may be changed from time to time by the Company in respect of use of the portal and in respect of the services.

I/we shall inform immediately in case any excess amount is received in my portal by any means including by the distributor. I/we expressly authorise to the Company for withdrawing any excess amount given by mistake by the Company or by the distributor. I/we expressly accept the right of the Company to adjust any amount which I/we may

owe to the Company at any point of time and even for the accrual of all kinds of liabilities which may fall upon me/us due to any kind of claim of the Company.

I/we shall remain always vigil in respect of my/our statement of transactions and balances in the statement and shall report any discrepancy therein to the Company immediately and not later than 24 hours from the time of discrepancy. I/we shall not hold Company responsible on account of any lapse on my/our part in this regard. I/we undertake to always display the rate list of the applicable charges on transactions and shall not overcharge the customers under any circumstances. I/we shall be responsible for payment of all kinds of the taxes including the service tax in respect of any charges realised from the customers/Retailer/ Partner / Distributor/Super Distributors/end users on the transaction.

I/We have read and fully understood and hereby confirm to undertake, accept and abide by the contents of these Terms and Conditions. When you visit <https://app.cshlypay.co.in> or send e-mails to us, you are communicating with us electronically. You will be required to provide a valid phone number. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication.