

MERCHANT SERVICES AGREEMENT

This Merchant Services Agreement (the "Agreement") is entered into at Chennai on the day and date ("Execution Date") specified in the application form appended to this Agreement ("Application Form") By And Between; the merchant (details furnished in the Application Form), a sole proprietorship/partnership firm registered under the provisions of the Indian Partnership Act /limited liability partnership/company incorporated under the Companies Act, 1956/2013/ An Individual having its office at the address as specified in Application Form(hereinafter referred to as "Merchant"/ "Merchant Establishment" /"ME", which expression shall unless repugnant to the subject or context shall mean and include (i) in the case of the Merchant being a sole proprietary concern / individual, the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the Merchant, being a partnership firm, the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the Merchant, being a company , its successors and permitted assigns (as the case may be) (iv) in the case of the Merchant being a Trust, the trustees from time to time of the trust, administrators, beneficiaries and the survivor or survivors of them, executors, legal representatives and permitted assigns (as the case may be) of the One Part; And Skilworth Technologies Private Limited having its registered office at No. 20C/2A Sarangapani Street, T. Nagar , Chennai-600017 (hereinafter referred to as the "STPL", which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the Second Part (STPL and the Merchant are individually referred to as a "Party" and collectively as the "Parties").

WHEREAS:

- A. Merchant is inter alia engaged in the business as stated in the Application Form ("Business").
- B. STPL is engaged in the business of providing software application programming interfaces and other proprietary technology to provide and enable payment processing services to merchants including but not limited to providing point of sale card machines, facilitating payment by merchant's customers using payment instruments, collection of such payments and onward remittance of such payments to the merchants and other values added services, more specifically set forth in Schedule B hereto ("Payment Services").
- C. The Merchant is desirous of availing the Payment Services of STPL for enabling electronic payment acceptance transactions of its Customers (as defined hereinafter).
- D. Based on the representations, warranties and covenants provided by the Merchant, STPL has agreed to provide the Payment Services in accordance with the terms hereof.

NOW THEREFORE it is acknowledged by and agreed between the Parties hereto as follows:

1. DEFINITIONS AND INTERPRETATIONS

Definitions:

In addition to the terms defined in the introduction to this Agreement and other parts of this Agreement, wherever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings set forth below:

(1) Affiliate: in case of a Party being a body corporate, any entity that directly or indirectly controls, is controlled by, or is under the common control of that Party; **(2) Authentication:** shall mean the process by which Cardholder identification is authenticated in the Processing Mechanism; **(3) Authorization:** shall mean the process by which the Bank approves a Transaction as stipulated by the Issuer from time to time (i.e whether the Valid Card of the Card Holder has the required credit limit/funds (as the case may be) to make payments for a Transaction) and includes approval delivered on the Equipment at the Premises. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested and is not a guarantee that a Transaction is valid; **(4) Bank:** means Bank, with whom STPL is the Merchant of Record; **(5) Batch:** means a single submission of Transaction(s) for settlement by the Merchant. A batch usually re-presents a day's worth of Transactions or Transactions worth between two batches, if Merchants are provided with the facility to settle multiple batches during the day; **(6) Card:** means a credit, debit or any other payment card issued by an Issuer; **(7) Card Association(s):** Card Association(s) shall mean any of VISA, MasterCard, NPCI, Amex, Maestro, Rupay, Diners, Discover or any other card association as may be specified by STPL from time to time; **(8) Cash @ POS/Cash withdrawal @ POS:** means payment of cash by the Merchant to the Card Holder as per the RBI Guidelines, such guidelines being subject to change from time to time; **(9) Card Holder/Customer:** means a person to whom a Valid Card is issued or who is authorized to use that Valid Card and utilizes the same while availing services or products of the Merchant vide the Payment Services; **(10) Charge slip:** shall mean receipt produced electronically or manually as applicable by any and all type of POS ie Digital / Paper GPRS and Mpos on completion of Authorization of a Valid Card transaction; **(11) Chargeback:** shall mean a transaction that refers to the reversal of any transaction on account of (i) any alleged forgery of the Card or other details (ii) any charge/debit made on a Card that has been listed as a hot listed card or otherwise listed on the Card Association warning bulletins (iii) duplicate processing of the Transaction; (iv) any amount required to be refunded due to, denial of Transaction by the Customer as wrongly charged payment/ extra payments and/or due to the

fraudulent use/service related/quality related/misuse of the personal and financial information of the Customer by any unauthorized person; and (v) subject to applicable law, any other dispute received from bank/ Card Association/service provider business associate or circumstance that may result in the existence of a claim for reversal of any Transaction as determined reasonably by STPL; **(12) Confidential Information:** shall mean any documents, data, or information related to each Party's business and/or the Customer that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and technical know-how; (c) business information, including but not limited to operations, planning, marketing interests, and services (d) personal information/data of any customers (e) all information or data which the Parties have access to in connection with performance of the present Agreement, whether before or after execution of the present Agreement (f) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable; **(13) Data Plan:** means the service provided by a third party that enables the transfer of data over its network. ME is responsible for paying for any charges associated with this service. **(14) Fees:** shall mean such fee that has been agreed between the Parties payable by the Merchant to STPL for Payment Services, and as detailed in Schedule B hereto; **(15) Issuer:** means a licensee of a Card Association issuing a Card; **(16) ME Commission / Merchant Discount Rate (MDR):** means the commission payable to STPL by Merchant Establishment ("ME") for facilitating a Transaction; **(17) Mobile Device:** means any smart mobile phone or tablet enabled with android or any other compatible operating system with Bluetooth connectivity compatible with the device provided to the ME by STPL; **(18) Mobile Point of Sale or mPOS:** means a Mobile Device with card-acceptance and software application installed on it; **(19) Payment Channels:** shall mean the routing mechanism vide which the Payment Services are rendered in respect of the Payment Modes processed on the Equipment; **(20) Payment Modes:** shall mean payment via credit cards, debit cards, pre-paid cards, EMI, UPI, AEPS, Bharat QR, Adhaar Pay, MOTO or any other payment mode as applicable; **(21) PADSS:** means Payment Application Data Security Standard Council; **(22) PCIDSS:** means Payment Card Industry Data Security Standards being an information security standard defined by the Payment Card Industry Security Standards Council; **(23) Point of Sale or POS:** means the EDC Terminal at the Premises, used for accepting the Payment Modes; **(24) Premises:** shall mean the place of business of the ME as stated in the Application Form; **(25) Rules:** means the rules, bylaws, operating regulations, guidelines, procedures and also amendments, interpretations, or modifications issued by the Payment Gateway Networks, Card Associations, Reserve Bank of India and any other governmental authorities that govern the usage and acceptance of Cards or are otherwise applicable to the Merchant services or Payment Service including but not limited to PCIDSS; **(26) Refund(s):** means the amount to be repaid by ME to Card Holder for reasons set out in Clause 7.2; **(27) Service Providers:** shall mean banks, financial institutions, white labeled solution providers or aggregators, software providers, third party service providers and any other person authorized to issue or process payments or any persons acting on their behalf, and in case of specific MPOS devices/GPRS terminals provided by STPL; **(28) Trade Marks:** means (a) all trademarks and service marks, whether they are registered, unregistered or pending registration, in India and/ or the rest of the world, that are owned by, used by or applied for, and includes the trademark and service

marks in the representation, form and manner therein, (b) all common law rights in the words and names in India or anywhere else in the world; and (c) all rights to bring an action for passing off, infringement or any other action in respect thereto; **(29) Transaction:** shall mean a financial transaction conducted by the Customer using Payment Services for the purchase/rental of goods and/or services, resulting in the generation of a Chargeslip; **(30) POS/EDC/Terminal/Equipment:** shall mean point of sale electronic data capture devices referred as Mpos & Digital POS, printers and other peripherals and accessories, including pin pads and necessary applications and software to run the devices in respect of or in connection with regard to all EDC devices (leased and/or purchased) provided by STPL or its Service Providers; **(31) Valid Card:** shall mean a Card issued by an Issuer, bearing signature of the holder whose name is embossed on the same but shall not include (i) a card listed on any communication from the Card Association or STPL informing the Merchant of any lost, stolen, invalid and cancelled cards or (ii) an expired card or a card not yet operational or (iii) a card that cannot be used in India or (iv) a damaged or torn card.

2. SCOPE OF THE AGREEMENT:

2.1 Vide execution of the Application Form and this Agreement, the Merchant offers to receive and, subject to acceptance of the offer by STPL and the payment of the relevant fees and charges by the Merchant, the Merchant agrees to avail Payment Services on the terms set out in this Agreement and agrees to comply with all the terms and conditions provided in this Agreement and other applicable laws including but not limited to the Rules, directives, notifications issued by the regulatory authorities from time to time. It is hereby clarified that STPL in its sole discretion reserves the right to accept or reject the Merchant's application.

2.2 **Exclusive Provider:** The Merchant hereby agrees and acknowledges that during the Term (as defined hereinafter) of this Agreement, the Merchant shall avail Payment Services solely from STPL. The Payment Services shall be performed by STPL directly or by any of its Affiliates and/or Service Providers. The Affiliates and/or Service Providers may also assist in provision of the Equipment and local support functions in connection with this Agreement.

2.3 Nothing in this Agreement shall prohibit STPL from providing services similar to those provided under this Agreement to others, including competitors of the Merchant.

(i) STPL may offer additional services as may be decided by STPL from time to time ("Additional Services"), to the Merchant. If the Merchant agrees to avail one or more Additional Services, the terms and conditions of the same shall be set forth in writing and considered as an addendum to this Agreement. For any customization or modification required in Payment Services, the Merchant shall pay per man day or as may be mutually agreed between the Parties in writing. The Parties hereby agree that STPL reserves the right to modify, alter and impose additional terms and conditions as may be decided by STPL at its sole discretion and the same shall be effective and binding on the Merchant.

2.4 **Branding/Promotion:** Merchant shall indicate the Card(s) accepted and display the Card logos, STPL Trademarks and other materials in its Premises. STPL grants a nonexclusive, limited, revocable, non-transferable and non-sublicensable license to use, display and reproduce the Trademarks and logos of STPL solely in connection with the performance of Merchant obligations and provisions of the services in accordance with the term and conditions of the Agreement. During the Term of this Agreement, Merchant shall make no other use of the emblems or Trademarks of any Card Association or STPL without STPL's prior written consent and shall use these logos or Trademarks in compliance with the requirements of the Rules and the specifications of STPL. Merchant shall immediately discontinue use of all such Trademarks, logos, emblems or names upon (a) direction of STPL; or

(b) termination of this Agreement. STPL shall be entitled to use details of the Merchants in any promotional materials.

2.5 **Equipment:** In order to process Transactions, Merchant must be equipped with properly installed and programmed Equipment capable of transmitting, receiving and communicating Card transaction data. Merchant may purchase or lease such Equipment. If the Merchant elects to lease the Equipment, the lease of the Equipment shall be subject to the terms of this Agreement. The Merchant agrees that the Equipment shall remain in the Premises at all times and the Merchant shall not create any encumbrance on the same and the Equipment shall not be pledged, sold or transferred by the Merchant. Any leased or rented Equipment provided by STPL are for the Merchant's exclusive use and will not become Merchant's property, and shall be returned to STPL on demand, upon termination of this Agreement or upon Merchant ceasing to do Business, whichever is the earliest. The operating instructions provided by STPL (or as explained by its authorized representatives) will explain to the Merchant, the manner of proper use of the Equipment and the Merchant shall use and operate the Equipment only in such manner as provided therein. Merchant shall be liable to protect the Equipment from loss, theft, damage or any legal encumbrance and will allow STPL and its designated representatives reasonable access to Premises for their repair, servicing, replacement, removal, modification, installation and relocation. 2.6 Merchant acknowledges that some Equipment provided under this Agreement is embedded and/or integrated with proprietary technology owned by or licensed to STPL ("Software"). In connection with availing the Payment Services, the Merchant hereby agrees to the installation of Software and hardware solutions to integrate the Merchant's billing system with the Equipment, the costs of which shall be borne solely by the Merchant. Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all times, STPL or its licensors retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Merchant's use of such Software shall be limited to that expressly authorized by STPL. STPL's licensors are intended third party beneficiaries of this Agreement to the extent of any terms herein pertaining to such licensors' ownership rights. If Merchant provides any software or equipment or utilizes third party system vendors, Merchant is solely responsible for all aspects of compatibility, installation, operation, security and systems integrations that will comply with the Rules and STPL's processing requirements.

3. PAYMENT SERVICES:

3.1 STPL facilitates payments made by Customers through any of the Payment Modes vide the Payment Channels and provides technological and payments support in relation to Transactions, so as to enable receipt of such payments by the Merchant. In this regard, the ME shall procure a Data Plan required to complete the Transactions, at its own costs. In the event the SIM for the Data Plan is provided by STPL, the Merchant shall be in compliance with the declaration stated in Clause 6.1(d) at all times, during the Term of this Agreement.

3.2 To enable the provision of Payment Services, the Merchant shall be provided with a 'merchant code/merchant identification number' or Terminal Identification number, obtained by STPL directly from the Bank or through its Service Provider.

3.3 The procedure to be followed by ME for every Transaction and the process flow for Authorization and settlement of a Transaction is outlined herein <https://bijipay.co.in/> The Merchant agrees and

Merchant Signature:

Please do not pay in cash - Transfer only to company account

acknowledges that in processing the Transactions, STPL shall be entitled to rely upon all electronic communications, orders or messages sent to STPL through the Payment Channels and STPL shall not be obligated to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Merchant shall under no circumstances dispute such reliance by STPL. STPL shall not be bound by or obligated to act, on any electronic communications, orders or messages received on-line, from the Merchant or the Customer, which do not properly utilize the security measures, as may be applicable from time to time.

3.4 As and when STPL, requests for a particular document, bills/invoices, proof of delivery or any other supporting documents, the same shall be handed over to STPL, within two (02) days of the request. If on account of non-compliance, STPL, or its Affiliate or Service Provider incurs any loss, the same shall be made good by the Merchant, inclusive of all charges, interest and costs.

3.5 Merchant agrees that any charges accepted by Merchant, which prove to be uncollectable, shall be the exclusive financial responsibility of the Merchant alone. The Merchant agrees to such charges or the Chargeback of such uncollectable charges (as the case may be) by STPL, or its Affiliate or Service Provider without any demur or protest.

3.6 The Merchant acknowledges that STPL, its Affiliate or Service Provider is entitled to exercise its right to set off/lien on the credit value in the account of the Merchant or the unsettled transactions in the event of failure by the Merchant in providing necessary, valid proof of Transaction to the retrieval request/Chargeback/suspicious Transaction received from the Issuer through the Card Associations.

3.7 STPL with or without intimation, shall be entitled to disclose any and all information concerning the Agreement and transactions of the Merchant, within the knowledge and possession of STPL, to any regulator, RBI, Card Associations or law enforcement agencies, in connection with this Agreement.

3.8 The Payment Services are provided on an "as is" and "as available" basis. ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY EQUIPMENT AND/OR PAYMENT SERVICES ARE HEREBY EXCLUDED.

4. FEES FOR PAYMENT SERVICES:

4.1 The Merchant agrees to pay to STPL (i) the fees and charges ("Fees") as stipulated in **Schedule B** attached hereto this Agreement, along with any other sums including but not limited to, reimbursable expenses for the implementation of the Payment Services; (ii) any and all applicable statutory taxes, including without limitation, any direct or indirect tax; (iii) any additional fees or pricing set out in the Transaction.

4.2 STPL shall have the right to vary the Fees specified in this Clause 4 at any time after the Execution Date, subject to prior written intimation to ME, without having to amend this Agreement or related documents. Utilizing the Payment Services subsequent to any such revisions to the Fees shall constitute deemed acceptance of the revised Fees by the ME.

4.3 Wherein ME leases the Equipment from STPL, ME agrees to pay to STPL (i) the amount set out as rental fees in Gold plan & Freedom plan:- of the amount received from the merchant 90% will be offset against one time setup and installation fee, balance 10% against advance rental at the frequency stated therein; and (ii) all other fees and/or levies as agreed by ME to be paid to STPL on account of SMS (short messaging service charges), Bank transfer charges and such other charges levied by STPL.

4.4 Wherein ME procures the SIM for the Data Plan from STPL, ME agrees to pay to STPL the amount set out as SIM charges in Schedule B.

4.5 It is hereby agreed and acknowledged by the Parties that any Fees charged by STPL shall not be repaid or refundable.

4.6 STPL shall be entitled to modify the mode of payment / the payment procedure and shall also be entitled to modify its payment mechanism, from time to time, in such manner as it may deem fit.

5. CHARGES AND SETTLEMENT OF ACCOUNTS:

5.1 The Merchant hereby directs and authorizes STPL, to receive, hold, disburse and settle the Customer charges in accordance with the provisions of this Agreement. STPL shall endeavor to instruct the Bank to transmit the

settlement amount less all applicable security deposit, Fees, charges and adjustments of any nature and the Merchant further acknowledges that the settlement amount paid to the Merchant will be subject to reconciliation by STPL, its Affiliate or Service Provider. The transfer of the Customer's payment to the Merchant by STPL, its Affiliate or Service Provider, for the Payment Services, shall be governed by the following terms:

a) Subject to applicable law, payments shall be made available by STPL, its Affiliate or Service Provider, to the Merchant after making the following adjustments, deductions and any other deductions in terms of this Agreement from the amount of the Transaction (*subject to the limits volumes/limits allowed to the Merchant*):

(ii) the consideration/fees, the TDR /MDR along with other dues, fees, charges, out of pocket expenses, etc., due to STPL in terms of Schedule B of this Agreement or at any other rates and percentage as amended from time to time for all Transactions processed or services rendered such as installation, setup fee, maintenances, settlement fees, reports ,Per transaction fee, training fee, contact center support fees, reconciliation services or any other fees for services rendered from time to time;

(iii) the sum of all Customer charges denied, refused, or charged back by the Customer/partner banks;

(iv) all costs, charges, expenses, etc., of whatsoever nature on account of, inquiries, disputes, cancellations and/or refunds processed on account of Merchant's Customer charges and/or Chargebacks (*refunds, chargeback recovery shall be done at gross amount. If any convenience fees is applicable or exchange rate fluctuations, the same shall be borne by the Merchant*)

(v) any taxes, including but not limited to, service tax, education cess, GST, direct & indirect Taxes as may be applicable, penalties, charges or other items, reimbursable under any of the provisions of this Agreement, or otherwise, occurring in any manner whatsoever.

b) STPL, its Affiliate or Service Provider, shall reconcile the accounts and make payments to the Merchant subject to the right of STPL, its Affiliate or Service Provider, to withhold payments of the amount arrived at, for any charges of Chargeback recovery/debits that may be fraudulently incurred/suspicious transactions or for any reason whatsoever either in terms of this Agreement or otherwise to the extent and as permissible under applicable law. STPL, its Affiliate or Service Provider, shall release such payments withheld for any charges/debits fraudulently incurred once determined at STPL's, its Affiliate's or Service Provider's, sole discretion that such charge/debit is in fact a valid charge and STPL, shall not be liable for any penalty/interest on account of the same. Merchant shall indemnify STPL, of any losses suffered by STPL, in the event that STPL is unable to withhold payment in respect of suspected fraudulent charge/debit, *provided however that*, STPL shall be entitled to set-off any such claims against the security deposit or to otherwise require the Merchant to make corresponding payments to STPL, not later than two (02) days from the date of the Merchant being notified.

c) **Interest:** STPL, its Affiliate or Service Provider, shall be entitled to charge interest at the rate of 2% above the "prime lending rate" as published by the Reserve Bank of India or such other charges as notified to ME on amounts outstanding to STPL, its Affiliate or Service Provider.

d) The Parties hereby agree and acknowledge that, irrespective of any payment made by STPL, its Affiliate or Service Provider, to the Merchant, the same shall be made, without prejudice to any claims, or rights, that STPL, its Affiliate or Service Provider, may have, against the Merchant and such payments, shall not constitute any admission by STPL, its Affiliate or Service Provider, as to the performance, by the Merchant of its obligations, under this Agreement and the amount payable to the Merchant.

5.2 If deemed necessary by STPL, its Affiliate or Service Provider, the Merchant shall provide such further assurances, guarantees or security, as required by STPL its Affiliate or Service Provider, from time to time. In the event any such security deposit is provided, STPL, its Affiliate or Service Provider, shall have the right, to set off claim amounts, against the said security deposit, in the event of (i) any material breach of the terms of this Agreement (ii) STPL, its Affiliate or Service Provider, is unable to withhold payment in respect of suspected fraudulent charge/debit or (iii) due to the existence of any other claims against the Merchant, by STPL, its Affiliate or Service Provider, including without limitation as described

in Clause 5.5 hereto. In the event any security deposit is required to be submitted, the Merchant hereby agrees to deposit the security deposit with STPL, within 3(three) working days (a day not being Sunday or public holiday) on receipt of written notice from STPL, specifying the security deposit amount required to be deposited by the Merchant. If the Merchant fails to deposit the security deposit within timeline specified by STPL, STPL shall have the right to forthwith terminate the Agreement at its sole discretion without any liability whatsoever. Notwithstanding the preceding sub-clause, Merchant hereby agrees and acknowledges that STPL, may allocate the funds for the security deposit from the settlement amounts payable by STPL, its Affiliate or Service Provider, in accordance with the terms of the Agreement. The Merchant hereby agrees and acknowledges that STPL may use the security deposit to deduct losses, costs, damages or Chargebacks, Refunds, returns, penalties etc suffered or incurred by STPL, its Affiliate or Service Provider, due to fraud, misconduct, negligence, deficiency of service or for any other reason including deduction of any kind of outstanding fees payable by the Merchant to STPL its Affiliate or Service Provider. It is hereby agreed between the Parties that STPL, may in its sole discretion change the terms of the security deposit at any time for any reason upon providing a written intimation to the Merchant. The Merchant agrees that STPL may recover any debit balance or outstanding amount of any nature from the Merchant's bank account through NACH/ECS/ACH/Standing Instruction/ recovering from POS transaction settlements or any other clearing method.

5.3 Time of making payments/due date of payment:

Upon completion of the Transaction and the receipt of funds by STPL, its Affiliate or Service Provider, and where applicable, on receipt of proof of delivery of the dispatch of the relevant product and/or services of the Merchant, STPL, its Affiliate or Service Provider, shall deliver payments to the Merchant, to the later of: (i) two (02) business days from the date of receipt of funds from the Bank or financial institutions, or Service Provider (ii) the maximum period of time for the making of payments by STPL, its Affiliate or Service Provider, under extant regulations from time to time. Provided however that in the event this Agreement is under the termination notice period, the payments will be only after the expiration of one hundred and twenty (120) business days following the termination of the Agreement.

5.4 The ME shall at all times maintain an active bank account for remittance of such settlements and provide information and details thereof as may be requested by STPL.

5.5 The transfer of payments under this Agreement by STPL, its Affiliate or Service Provider, to the Merchant, due to STPL, its Affiliate or Service Provider, being unable to exercise set-offs against amounts due to STPL, its Affiliate or Service Provider, shall not constitute a waiver of its rights to recover amounts payable by the Merchant to STPL, its Affiliate or Service Provider, nor constitute a waiver of its rights to seek indemnities from the Merchant for losses suffered by STPL, its Affiliate or Service Provider, for claims permissible under applicable law or for any reason, including but not limited to claims on grounds of:

a) Any Transaction is for any reason unlawful, fraudulent, collusive, illegal or unenforceable.

b) Transactions beyond the validity date shown on the Card;

c) Transactions where the Card is mutilated altered or the Card face or signature panel strip is defaced or faded.

d) Transactions received by the Bank after five (5) working days of its date appearing on the Chargeslip.

e) Any information presented electronically to STPL, its Affiliate or Service Provider, in respect of the Transaction is not received in accordance with STPL's its Affiliate's or Service Provider's requirements as specified from time to time or Transactions not in conformity with this Agreement.

f) Any Transaction is made outside the territory authorized for the use of such instrument (*the authorized territory being within India*).

g) Transaction which is posted more than once to Cardholders' account.

h) Transaction which is doubtful or erroneously paid for, to the Merchant.

5.6 STPL, its Affiliate or Service Provider, reserves the right to discontinue, with the provision of the Payment Services and recover such amounts from the Merchant and be indemnified in relation to any losses in connection thereto.

5.7 The Merchant / ME hereby agrees that in the event of

non-payment of any outstanding amount due to STPL by the Merchant, then STPL and / or its Affiliates shall have the automatic right to (i) recover such outstanding amounts of any nature from the Affiliates / associates / group companies of the Merchant and/or ME and/or (ii) set-off against the amounts under any agreement executed by STPL with the Affiliates / associates / group companies of the Merchant and/or ME.

6. GPRS ENABLED POS FACILITY(IF APPLICABLE)

6.1 At the request of the Merchant, STPL may provide GPRS enabled POS terminal to the Merchant. The rentals/charges mentioned in the Schedule B (*as revised from time to time*) would be applicable and the ME agrees that STPL may debit ME account to recover the applicable charges for the services.

a) If the Merchant defaults in payment of rentals for two (2) months, STPL reserves the right to deactivate/de-install the terminal without any intimation to the Merchant and Merchant shall return the terminal to the STPL representative or the service provider authorized by STPL including but not limited to Rush Hour Couriers ("**Rush Hour Couriers**"), failing which STPL shall recover the costs of the terminal from payments due to the Merchant without any notice.

b) STPL shall authorize Rush Hour Couriers to collect the outstanding amount from the Merchants of STPL and the Rush Hour Couriers shall issue an acknowledgement of receipt for the collection of the outstanding payment. In the event of continued default in payment by the Merchant of amounts due to STPL, then the Rush Hour Couriers shall have the option (subject to consent from STPL) to convert the Merchant's monthly rental plan to advance rental.

c) The Merchant agrees to settle the transaction in any case before seven (7) days, failing which the Merchant loses the claim on the unsettled amount. In case the Merchant is unable to settle the transaction due to software/hardware issues, the Merchant needs to log a complaint with the STPL customer service immediately.

d) The period of unsettled transactions and interchange are subject to change as per Card Associations/BANK/RBI/NPCI etc. and will be notified to the Merchant time to time.

e) The Merchant declares, covenants and agrees that it has procured the SIM (SIM # _____ Service Provider name _____)

from STPL for the purpose of card payment acceptance through GPRS device and further that it will refrain from using this SIM for any other activity. The Merchant shall take full responsibility for the SIM being lost/damaged and/or being misused and/or any other malpractice through this SIM. Merchant shall not hold STPL responsible for any such activities. Any charges levied on this SIM for a purpose other than the purpose mentioned herein will be borne by the Merchant.

6.2 In addition to the covenants set out in **Clause 6**, all other Merchant terms and covenants stated in the Agreement shall apply to GPRS facility.

6.3 Cash@POS facility/MATM

a) At the request of the Merchant STPL may enable the Cash@POS /MATM facility in the GPRS POS terminal to the Merchant. The rentals/charges mentioned in Schedule B shall be applicable, and the ME agrees that STPL may debit ME account to recover the applicable charges for the service

b) The Merchant agrees that the Cash@POS/MATM Transaction will not be split into multiple transactions and will be processed in full as per the limit assigned on the Card.

c) The Merchant agrees that only Customer cards will be accepted for doing Cash@POS/MATM Transactions and no personal cards of the Merchant will be used.

d) The Merchant agrees that all the Transactions will be done during the normal business hours as shared in the Application Form.

e) If in event the Merchant fails to comply with the conditions stated herein, Merchant understands that the terminals will be de-activated by STPL and the settlement will be released only upon investigation and proper documentation done with STPL and corresponding bank partner. There will be no incentive provided for TID's in case the Transactions are not done in accordance to the rules stated above.

7. CHARGEBACK AND OTHER DUES:

7.1 STPL, its Affiliate or Service Provider, shall be entitled and Merchant hereby authorizes STPL, (i) to debit to the Merchant ID or bank account of the

Merchant Signature:

Please do not pay in cash - Transfer only to company account

Merchant; (ii) recover from Transaction settlements or Card collections from time to time; or (iii) to bill ME for the relevant amounts or any parts thereof and to pay the same without any demur or protest, to recover any amounts due from it or incurred by STPL, its Affiliate or Service Provider, on account of the following:

- (i) Chargeback of Transactions; or
- (ii) Any penalties, charges/fees, consequential loss or claims including but not limited to legal claims that may be made against STPL, by Service Provider, Customers or regulatory authorities for any other reason than a breach of this Agreement by STPL. These amounts shall include without limitation any costs arising as a result of excessive Chargeback of Transactions or failure of Transactions or Customer disputes.

7.2 Refunds

- a) In the event that (i) any goods/services are not received by a Card Holder, or (ii) any goods/services are rejected pursuant to non-compliance by the ME, or (iii) any goods/services rejected pursuant to any terms of contract between the ME and the Card Holder, or (iv) any goods/services are otherwise lawfully rejected or (v) goods are accepted for return and/or services paid for by the Card Holder are not performed or are cancelled by the ME or (vi) the price is lawfully disputed by the Card Holder or the price adjustment is disputed by the ME, the ME shall refund such amounts to the Card Holder, within fourteen (14) working days from the date of claim.
- b) Cash and other means of refunds for a Card sale are strictly prohibited and any Refund must be paid to the same Card account used for the sale Transaction within Fourteen (14) working days.
- c) Notwithstanding sub-clause (a) above STPL, its Affiliate or Service Provider, or acquiring Bank may in its absolute discretion instruct the Bank to adjust all such amounts from the amount payable to ME or provide for such other procedure, for Refund, in writing, as STPL, its Affiliate or Service Provider, or acquiring Bank may deem fit from time to time.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 STPL represents and warrants that:

- (i) it is duly organized and validly existing and is duly qualified, including for undertaking the transactions contemplated by this Agreement; and
- (ii) it has all the requisite power, including corporate power and authority to enter into this Agreement, to perform its obligations thereunder and to consummate the transaction contemplated hereby.

8.2 Merchant represents, warrants and covenants that:

- (i) it has full capacity, power and authority to enter into this Agreement and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all governmental and other necessary approvals / consents / licenses in all applicable jurisdictions) and to authorize the execution, delivery and performance of this Agreement;
- (ii) This Agreement is a legal and binding obligation of ME and is enforceable against the ME in accordance with its terms.
- (iii) it conducts its Business as set out in the Application Form;
- (iv) services provided hereunder may involve third party providers like banks, payment processors, merchant acquirers etc and it shall comply with all Rules stipulated by such parties and as supplied by STPL from time to time.
- (v) it shall not use the Payment Services in any manner, or in furtherance of any activity, which constitutes a violation of any law or regulation or Rules or which may result in fraud on any person or which may cause STPL, its Affiliate or Service Provider, to be subject to investigation, prosecution or legal action. In the event of any suspected fraud, STPL shall have the rights to suspend all payments under this Agreement to the ME, pending enquiry by STPL;
- (vi) it shall provide all assistance as may be necessary to STPL for the prevention and detection of fraud in the operation of the Equipment;
- (vii) it shall comply with all data protection laws and policies, disclose its privacy policy on the website and ensure that it conducts its business in accordance with the same;
- (viii) it shall take all such precautions as may be feasible or may be directed by STPL, its Affiliate or Service Provider, to ensure that there is no breach of security and that the integrity of the link between Payment Channels,

POS and the Payment Modes is maintained at all times; (ix) it shall not describe itself as an agent or representative of STPL its Affiliate or Service Provider;

(x) STPL its Affiliate or Service Provider shall not be a party to any agreement(s), assurance(s) or undertaking(s) between the Customers and Merchant in any manner whatsoever.

(xi) it shall use the Payment Services only for POS and MPOS and product/service categories approved by STPL, under this Agreement and for no other products or services. It shall at all times during the subsistence of this Agreement observe and comply with all applicable laws, Rules and regulations in each applicable jurisdiction;

(xii) Merchant will not split a single Transaction into multiple transactions;

(xiii) It shall not accept Card transaction for: a) Goods and/or services that are prohibited by law. b) Goods and/or services outside the description of ME's Business.

(xiv) ME shall a) honour a Valid Card when presented for a Transaction and must not favour any one type of Card;

b) Not engage in any practices or procedures that discriminates against, or discourages the use of Valid Cards whether in favour of cash or any other competing card brand; c) Not levy any service charges on the Cardholder for the use of the Card; d) Not place any minimum limit on the transaction to accept a Valid Card unless if the same is a regulatory/Card Association or any other governing body Rule(s).

(xv) Merchant shall not use Card for working capital usage and shall not dispense cash against Card usage.

(xvi) the application/software for completing POS transaction is current and meets the requirements issued by STPL or the Service Providers of STPL.

(xvii) that the Card of the ME or that of its blood relatives (in the event the ME is an individual) is not used in its own Mpos/POS services

(xviii) white plastics/card without logo of Bank/Master-Card/Visa/Rupay/Amex/ Diners/Discover shall not be accepted.

(xix) sensitive personal identification data shall not be accepted through unsecured mode.

(xx) It shall ensure that the Equipment and/or the SIM (if procured by the Merchant from STPL) is/are not damaged/lost/misplaced. Merchant is liable to pay the cost of the device and/or SIM including the penalty to STPL/Service Provider, the actual amount to be paid will be determined by STPL at the time of occurrence of the issue.

(xxi) Each statement made on the Application Form and any documents provided in support thereof are true as of the Execution Date.

(xxii) There have been no materially adverse changes in information provided in the Application Form or in Merchant's financial condition, or management.

(xxiii) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's Business or the product lines that Merchant sells not previously disclosed;

(xxiv) The Transaction is genuine and arises from a bona fide sale of merchandise or services by Merchant, represents a valid obligation for the amount shown on the Chargeslip and does not involve the use of the Card for any other purpose;

(xxv) Merchant has title to the Transaction and Chargeslip, there are no liens or other encumbrances on it, and Merchant has the authority to convey the Transaction for processing;

(xxvi) The Transaction is not subject to any dispute, set-off or counterclaim;

(xxvii) The Transaction has not been previously presented for processing

(xxviii) Each statement on the Transaction receipt is true, and Merchant has no knowledge of facts that would impair the validity or collectability of the amount of the Transaction

(xxix) It shall inform STPL of any claims it receives in respect of the Transactions or any other matter arising out of this Agreement and shall provide all details as requested by STPL and shall not compromise or otherwise deal with the same without prior written consent of STPL. Notwithstanding the preceding statement, Merchant acknowledges that STPL shall be under no obligation to provide any assistance to the ME in respect of the claim, unless mandated by applicable laws.

(xxx) It shall ensure that the Equipment and/or the SIM (if procured by the Merchant from STPL) is/are not damaged/lost/misplaced. Merchant is liable to pay the cost of the device and/or SIM including the penalty to STPL/Service Provider, the actual amount to be paid will be determined by STPL at the time of occurrence of the issue.

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(xl) Note down, export data pertaining to daily Transactions as a report for accounting purposes;

(xli) Retain all Transaction data for a minimum period of twelve months and provide in such form and manner as may be required by STPL or its Affiliate or Service Provider, or Bank from time to time, information and related documentation in respect of Transactions;

(xlii) While presenting any Transaction information, certify to STPL, its Affiliate, Service Provider, or Bank that (i) all statements of facts contained therein are true and complete in all respects, (ii) ME has supplied goods and/or services to which the Transaction information relates and to the value stated therein and at a price not greater or not less favorable than the same price and terms at and on which such goods and/or services are supplied by ME for cash, (iii) the Transaction information pertaining to each sale has been supplied only once, and (iv) that the sale of such goods and/or services are not unlawful.

(xliii) In the event Equipment is leased by STPL, accept that any decision to remove the Equipment for misrepresentation or non-performance (which shall rest entirely at the discretion of STPL) and ME shall immediately return the Equipment to STPL or its Affiliate or Service Provider or Bank upon request.

(xliv) Note down, export data pertaining to daily Transactions as a report for accounting purposes;

(xlv) Retain all Transaction data for a minimum period of twelve months and provide in such form and manner as may be required by STPL or its Affiliate or Service Provider, or Bank from time to time, information and related documentation in respect of Transactions;

(xlvi) While presenting any Transaction information, certify to STPL, its Affiliate, Service Provider, or Bank that (i) all statements of facts contained therein are true and complete in all respects, (ii) ME has supplied goods and/or services to which the Transaction information relates and to the value stated therein and at a price not greater or not less favorable than the same price and terms at and on which such goods and/or services are supplied by ME for cash, (iii) the Transaction information pertaining to each sale has been supplied only once, and (iv) that the sale of such goods and/or services are not unlawful.

(xlvii) In the event Equipment is leased by STPL, accept that any decision to remove the Equipment for misrepresentation or non-performance (which shall rest entirely at the discretion of STPL) and ME shall immediately return the Equipment to STPL or its Affiliate or Service Provider or Bank upon request.

- 8.4 Customer Handling
ME shall:
 - a) Undertake all responsibilities and not dispute for any reason, to follow all the instructions provided by STPL with respect to verification of the Card Holder and/or the Transactions.
 - b) Deliver to the Card Holder a true electronic/physical copy of the Chargeslip;
 - c) If a Card is left behind by the Card Holder on the ME's premises:
 - i) Return it to the Card Holder subject to receiving the Card Holder's request in writing supported by evidence of identification; or
 - ii) Hand it over to STPL its Affiliate or Service Provider, or Bank, within three (3) working days, in absence of such request and evidence.

8.4 Customer Handling

- 9. USE OF INFORMATION:
 - 9.1 The Merchant undertakes that, STPL (either on its own or through its representatives / service providers / vendors) shall use, store, dispose and process personal information (including card holder information) of Customers / Merchants and such proprietary information shall be stored and used only in accordance with the Applicable Laws.
 - 9.2 The Merchant hereby expressly consents to the (i) use of information by the third party service providers of STPL; and/or (b) disclosure of information to the third party service providers of STPL, subject to compliance with Applicable Law.

9. USE OF INFORMATION:

- 10. TERM AND TERMINATION:
 - 10.1 This Agreement shall be effective as of the Execution Date and shall remain in force for a period of one (01) year thereafter (the "Initial Term"). The Initial Term shall automatically be renewed and shall extend for successive twelve (12) month terms (each a "Renewal Term" and all such Renewal Terms together with the Initial Term, the "Term"), commencing at the conclusion of the Initial Term or any Renewal Term, unless either Party gives the other written notice at least thirty (30) days prior to the conclusion of the Initial Term or the then current Renewal Term, as the case may be, that the Agreement will not be renewed, failing which the Agreement shall be deemed renewed automatically.
 - 10.2 This Agreement may be terminated by STPL by giving thirty days (30) days prior notice in writing to the Merchant without being required to assign or give any reasons.
 - 10.3 STPL reserves the right to terminate the Agreement with immediate effect (i) in case of fraud (including suspected fraud), facilitation of suspicious Transaction; (ii) if the Merchant has breached any of the representations, warranties, terms and covenants of the Agreement and has failed to cure such breach within thirty (30) days of notice of breach; (iii) if the ME becomes bankrupt, insolvent or is likely to become so (at the sole determination of STPL); (iv) material adverse change in Merchant's financial condition; (v) if there is no Transaction activity by the ME for a period of three (3) months or more; or (vi) if the Chargeback in any month crosses 0.03% of total Transaction value of that month.
 - 10.4 Consequences of Termination: Upon termination of this Agreement (i) all Equipment leased or rented from STPL shall be returned immediately to STPL at Merchant's expense or in the event any Equipment is lost, the ME shall pay the costs for replacing the same; (ii)

Any rental fees paid towards lease of Equipment (as advance or otherwise), as on the effective date of termination, shall stand forfeited in its entirety (iii) the SIM procured from STPL shall be returned immediately to STPL and deactivated at Merchant's expense or in the event the SIM is lost, the ME shall pay the costs for replacing the same; (iv) All Confidential Information issued by the Parties from time to time in respect of this Agreement shall be returned to the other or destroyed by each of the Parties. However, STPL shall preserve documents, data and information in accordance with the legal/ regulatory obligations of STPL in this regard; (v) Licenses granted by STPL to the Merchant shall cease forthwith; (vi) Merchant acknowledges that it shall honour all Transactions until the Agreement is in force unless specifically suspended by STPL; and (vii) Merchant will be liable for any future Chargebacks that may arise subsequent to the termination of the Agreement, on account of Merchant Transactions. The Merchant shall provide necessary documentation related to Transactions done by Merchant post termination upto a period of fifteen (15) months in case of Customer disputes, failing which the Merchant will indemnify STPL, its Affiliate, or Service Provider towards such Transaction loss.

10.5 Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination including, without limitation, Clause 4 (Fees for Payment Services), Clause 5 (Charges and Settlement of Accounts), Clause 7 (Chargeback and other dues), Clause 8 (Representations and Warranties), Clause 10.4 (Consequences of termination), Clause 11 (Confidentiality), Clause 13 (Indemnification), Clause 15 (Limitation of Liability), Clause 16 (Non-solicitation), Clause 19 (Miscellaneous) of this Agreement.

11. CONFIDENTIALITY:

- 11.1 Each Party acknowledges and agrees that in connection with this Agreement, the receiving Party shall not disclose to any third Party any Confidential Information of the disclosing Party that it may have access to during and in connection with its performance of obligations hereunder.
- 11.2 Merchant shall ensure that that neither the Merchant nor any of its employees are privy to any information relating to Customer details and information relating to passwords/pins and other private matters in respect of the Payment Services and shall not store, use or disclose the name of the Card Holder or other Confidential Information unless such disclosure is compelled by applicable law and in adherence with the relevant data security policies set by any of the regulatory commissions, as mandated by the Government of India.
- 11.3 The ME agrees and undertakes that it shall (i) maintain confidentiality of all information disclosed hereunder by STPL its Affiliate, Service Provider and/or Customer including but not limited to Confidential Information; (ii) take all steps to protect the integrity of Confidential Information and protect against any unauthorized disclosure thereof; (iii) promptly inform STPL its Affiliate, Service Provider and/or Card Holder in the event of breach of this obligation and take all steps necessary to retrieve and protect the Confidential Information and prevent further disclosure; (iv) Ensure that employees and representatives have access on a need to know basis and are subject to the same confidentiality obligations herein; (v) use the Confidential Information solely for the purposes of this Agreement and not profit from the same in any unauthorized manner; (vi) ensure that the payment application software version used for processing Card payments is PADSS approved and other global security standards for card present transactions.
- 11.4 Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information / materials and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper. The confidentiality obligations herein shall survive the termination of this Agreement.

12. INTELLECTUAL PROPERTY:

- 12.1 Merchant acknowledges and agrees that STPL owns or has the right to use all the intellectual property incorporated in the Software and associated with the

Merchant Signature:

Please do not pay in cash - Transfer only to company account

Payment Services. This Agreement does not grant the Merchant any rights to, or in, patents, copyrights, trade secrets, trade names, trademarks (*whether registered or unregistered*), or any other rights or licenses in respect of the Software, Equipment or in relation to the Payment Services, other than as specified in this Agreement.

12.2 Merchant shall not access any part of the Software and/or Equipment, in order to build a product or service which competes with the Software, Equipment and/or the businesses of STPL.

12.3 The Merchant grants STPL a nonexclusive, royalty free license to use, display and reproduce the Trademarks and logos of the Merchant solely in connection with the marketing of the services and provisions of the services in accordance with the terms and conditions of the Agreement. The Merchant hereby confirms that the Merchant has the requisite right to use the said Trademarks and logos and to grant permission to use the same by STPL its Affiliate, or Service Provider.

12.4 Merchant agrees and acknowledges that the Merchant shall indemnify STPL against any losses or damages incurred by STPL its Affiliate, or Service Provider due to any third party claims for infringement of the intellectual property right in relation to (i) the license granted by the Merchant hereinabove; and (ii) Merchant's products or services offered for sale.

13. INDEMNIFICATION:

13.1 Notwithstanding anything contained in this Agreement the Merchant hereby undertakes and agrees to indemnify and hold harmless STPL and its directors, Affiliates, representative, business associates, Service Provider, employees and agents against all actions, proceedings, claims, liabilities (*including statutory liabilities*), penalties, demands and costs (*including without limitation, legal costs of STPL, on a solicitor / attorney and own client basis*), awards, damages, losses and/or expenses however arising directly or indirectly as a result of:

(i) any claim or proceeding brought by the Customer or any other person against STPL its Affiliate, or Service Provider in respect of any services offered by the Merchant;

(ii) any negligent act of Merchant's agents, employees, licensees or Customers;

(iii) any fines, penalties or interest imposed directly or indirectly on STPL, its Affiliate, or Service Provider on account of Merchant's services or Transactions conducted through Merchant under this Agreement; and (iv) breach of any of terms and conditions of this Agreement by the Merchant, its agents, employees or representatives.

14. NO WARRANTY:

14.1 The Merchant also acknowledges that the services provided by the Service Providers, business associates or merchant acquirer to STPL, which is passed on to the Merchant under this Agreement, can be in any event brought to an abrupt end by the Service Providers, business associates or merchant acquirer for any reason whatsoever, and in such an event the Payment Services to the Merchant will in turn be terminated without STPL having to be given any reason whatsoever.

14.2 STPL's sole obligation and the Merchant's sole and exclusive remedy in the event of interruption to the Payment Services or loss of use and/or access to the merchant acquirers or business associate or Service Providers' Payment Channels and services, shall be, to use all reasonable endeavors to restore the Payment Services and/or access to the Payment Channel as soon as reasonably possible.

14.3 Without prejudice to any other provision of this Agreement, STPL **does not warrant that:**

(a) the Payment Services or business associates or merchant acquirer's or Service Provider's Payment Channels will be provided 'uninterrupted' or 'free from any errors'; or

(b) the Payment Services are free from any virus, Trojan or other malicious, destructive or corrupting code, program or macro.

14.4 STPL reserves the right to make changes, enhancements, and/or modifications, due to mandatory, or regulatory or periodic requirements, applicable to the Payment Services from time to time in such manner as it may deem necessary or appropriate for the provision of the Payment Services by providing notice to the Merchant of the same. Merchant agrees to comply with the directions and/or instructions issued by STPL, its Affiliate, or Service Provider to suitably modify/upgrade the Merchant's systems to comply with the standards of the Payment Channels (*then in force*) and the standards applicable to the Payment Services. If so requested by the Merchant, STPL shall provide such additional services to the Merchant to suitably modify/upgrade the Merchant's systems and the Merchant agrees to pay STPL such additional charges as STPL deems fit in this regard.

15. LIMITATION OF LIABILITY:

15.1 In no event shall STPL be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising from anticipated sales under or in connection with this Agreement or the cost of procurement of substitute services or for any costs or expenses, expenditure, investments or other commitments made in reliance upon or otherwise in connection with or arising out of this agreement, under statute, in equity, at law or otherwise, whether or not the party has been advised of possibility of such damage.

15.2 Notwithstanding any other term of this Agreement or any damages that may be incurred by the Merchant for any reason whatsoever, the entire liability of STPL under this Agreement, shall be limited to an amount not exceeding the net earning received from the Merchant for the Payment Services for the week immediately preceding the date of such proven claim/demands.

16. NON-SOLICITATION:

Merchant agrees that during the Term of this Agreement and for a period of two (2) years thereafter, it shall not, without the prior written approval of STPL hire or enter into a contract with any employee, agent or representative of STPL to provide services to the Merchant or, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, consultant, agent or representative of STPL to leave or otherwise terminate such person's relationship with STPL.

17. APPLICATION OF THIRD PARTY AGREEMENTS:

STPL has entered into definitive agreements with the Service Provider in connection with and to facilitate the provision of the Payment Services set out herein including but not limited to (i) Service Provider Agreement (ii) Payment and Collection Management Agreement (iii) Payment & Facilitation Services Agreement (iv) Merchant Acquiring/Services Agreement (v) Payment Acceptance Agreement for Cards; (vi) other payment acceptance or collection solutions agreements (collectively the "**Third Party Agreements**"). Merchant acknowledges the terms of the Third Party Agreements and further explicitly agrees that the terms

of the Third Party Agreements will apply on a back to back basis to the Merchant, as if, it were a party thereto in place of STPL. All liabilities and obligations set out in the Third Party Agreements shall be deemed to be liabilities and obligations of the Merchant. Merchant shall hold harmless and indemnify STPL against any claims that may arise from the Third Party Agreements entered by STPL.

18. PROHIBITED PRODUCTS & SERVICES:

18.1 The Merchant hereby expressly agrees not to directly or indirectly deal in such product(s) or service(s) in restricted categories as provided by STPL, at any time during the subsistence of this Agreement including but not limited to the categories set out in Schedule A Visit www.bijipay.co.in Without prejudice whatsoever to STPL's other rights and privileges, the Merchant binds himself unequivocally to be solely liable for including but not limited to any legal actions and suits, and to make good to STPL, immediately upon demand, damages suffered by STPL directly/indirectly or owing to claims by any third party, levy of assessment fees or fines, penal actions taken by Card Associations, the Reserve Bank of India and any other statutory or competent authorities for any breach of any terms of this Agreement.

19. MISCELLANEOUS:

19.1 Entire Agreement:

This Agreement with all its Schedules comprise the final understanding of the Parties relating to the subject matter hereof and cancels all prior discussion or agreements, whether written or oral, between the Parties. Any modification of or amendment to this Agreement, shall be effective upon a notification to the Merchant by email, or any other mode of communication as agreed between the Parties.

19.2 Severability:

If any provision of this Agreement is determined to be unenforceable in whole or in part thereof for any reason, then such provision or part thereof, shall to that extent be deemed deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be in any way be affected thereby and any act of omission/commission of the Parties hereto done prior to the provisions being held unenforceable shall be deemed to be valid and/or binding on the other.

19.3 Assignment:

This Agreement will bind the successors and permitted assigns of the Parties hereto and the Merchant will notify and obtain prior consent from STPL before assignment of this Agreement (*whether by operation of law, contract or otherwise*). The rights under this Agreement granted to the Merchant are not assignable or transferable without the prior approval of STPL. STPL shall be entitled to assign or transfer its rights and obligations under this Agreement to any other entity.

19.4 **Force Majeure.** Neither Party will be liable for any delay or failure in performing its obligations hereunder that is due to an act of God, act of governmental body or military authority, fire, explosion, flood, epidemic, riot or civil disturbance, war, act of terrorism, sabotage, accidents, insurrections, blockades, embargoes, storms or similar event beyond the reasonable control of the non-performing Party (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the Party whose performance is affected will give written notice to the other Party describing the affected performance. The Parties will promptly confer, in good faith, to agree upon equitable and reasonable action to minimize the impact of the condition on both Parties. The Parties agree that the Party whose performance is

affected will use commercially reasonable efforts to minimize the delay caused by the Force Majeure Event and recommence the affected performance. If a Force Majeure Event prevents, hinders or delays the Merchant's ability to perform its obligations under this Agreement for thirty (30) consecutive days or more, then STPL may terminate this Agreement immediately upon written notice. In the event of such termination, the Parties shall follow the procedures laid down under Clause 10.4 of this Agreement.

19.5 Rights, Remedies and Waiver:

All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If either Party fails to perform its obligations under any provision of this Agreement and if the other Party does not enforce such provision then, failure to enforce on that occasion shall not prevent enforcement on later occasions.

19.6 Governing Law, Jurisdiction and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws in India. The Parties agree to submit to the exclusive jurisdiction of the courts located in Chennai, India as regards any claims or matters arising under or in relation to the terms and conditions of this Agreement. The Parties hereto will endeavor to settle amicably by mutual discussion any disputes, differences or claims whatsoever, related to this Agreement or arising on account of this Agreement. Failing such amicable settlement, any dispute shall be settled by arbitration by a single arbitrator who shall be appointed by STPL. The Arbitration and Conciliation Act, 1996 as amended from time to time shall govern the arbitration proceedings. The jurisdiction for the purpose of conducting arbitration proceedings or otherwise any proceedings before the courts shall always be that of Chennai, India. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English.

19.7 **Notices:** Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the Party issuing the same and shall be addressed to STPL, or the Merchant at their respective addresses mentioned hereinabove or to such other address as the concerned Party may inform the other Party in accordance with the provisions of this Agreement.

(a) Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, registered post, courier, cable, facsimile or telex to: If to STPL, to the address as specified hereinabove.

If to Merchant: to the Address as specified in the Application Form.

(b) Nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

19.8 Counterparts:

The Parties may execute this Agreement in counterparts and each fully executed counterpart shall be deemed an original. Each Party hereto will receive by delivery or facsimile transmission or e-mail transmission a duplicate original of the Agreement executed by each Party and each Party agrees that the delivery of the Agreement by facsimile transmission or e-mail transmission will be deemed to be an original of the Agreement so transmitted. The delivery of signed counterparts by facsimile transmission or electronic mail in 'portable document format' (.pdf) shall be as effective as signing

IN WITNESS WHEREOF, the Parties here to have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

<p>For and on behalf of SKILWORTH TECHNOLOGIES PRIVATE LIMITED</p> <hr/> <p>Name: Designation: Chief Executive Officer. Date:</p>	<p>For and on behalf of MERCHANT</p> <hr/> <p>Name: Designation: Director Date:</p>
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Please do not pay in cash - Transfer only to company account