

## SERVICE AGREEMENT

This Agreement (hereafter the "Agreement") is made between:

Viyona Fintech Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 1st Floor, Plot No 197, Kavuri Hills, Guttalabegumpet, Durgam Cheruvu Rd, Kavuri Hills, Madhapur Hyderabad, Telangana, India (hereinafter referred to as 'GRAAMPAY', which expression shall unless repugnant to the subject or context mean and include its successors, permitted assigns, legal heirs and administrators), of the FIRST PART;

AND

Merchant, a Legal Entity through its Director /Partner /Proprietor /Authorized representative (hereinafter referred to as "MERCHANT", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the OTHER PART;

(GRAAMPAY and MERCHANT are hereinafter collectively referred to as the "Parties" and each of them is individually referred to as a "Party").

(GRAAMPAY and MERCHANT are hereinafter collectively referred to as the "Parties" and each of them is individually referred to as a "Party").

WHEREAS:

GRAAMPAY operates on B2B2C model, where GRAAMPAY through MERCHANT and Retail

Outlets offers Assisted Digital/Technological Financial and Non-financial Services and/or Products like Domestic Money Transfer, Aadhar Enabled Payments(Aadhar ATMs), Micro ATMs, POS, Utility Bill Payments, Mobile & DTH Recharges, Insurance, Cash Management Services (EMI/Cash drops of Finance Companies, E-Commerce Companies,Hyper Local Delivery Companies, etc.), Payment services like Bharat QR, IndoNepal Money Remittances, Travel Bookings, etc. by using the one comprehensive MERCHANT Platform;

GRAAMPAY is a brand of Viyona Fintech Private Limited. has over the years emerged as one of the most Favourite and User-friendly App. It is as continuous endeavour to provide an unmatched user experience, through our simple products and services that can be accessed anytime, anywhere in India.

The MERCHANT has expressed desire of engaging with GRAAMPAY to assist us in appointing various retail outlets in various cities, managing such retail outlets and in certain cases also dissemination of services to such retail outlets.

D) GRAAMPAY has set up and maintains its network for providing the above-mentioned services and other valued services that it may add from time to time.

E) GRAAMPAY has the ability to switch and process electronic transactions to various Service providers for authorization via its processing/switching center in India.

F) The Parties are desirous of facilitating the above mentioned Services through MERCHANT Retail Outlets appointed by MERCHANT. Relying on the representations and covenants made by MERCHANT, GRAAMPAY hereby appoints him as its MERCHANT for providing these Services in his Location, especially to provide easy

access to financial services to everyone, everywhere as per the terms & conditions set out herein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS DETAILED HEREUNDER

DEFINITIONS "Agreement" shall mean and include this agreement, all its schedules, amendments thereto made from time to time and all related documents in connection with the transactions contemplated herein;

"Aadhaar Authentication Services" shall mean the authentication services provided by UIDAI whereby the personal identity information of/data of an Aadhaar-holder is matched with their personal identity information/data that is stored in the UIDAI's Central Identity Data Repository in order to provide Aadhaar Enabled Payment Services or/and UPI Services to such Aadhaar holder;

"Aadhaar Details" shall mean Aadhaar Number, Demographics Information, Biometrics Information and Aadhaar associated one -time PIN associated with an Aadhaar Holder;

"Aadhaar Holder" shall mean an individual who holds an Aadhaar Number;

"Aadhaar Number" shall mean the unique identification number issued by UIDAI;

"AEPS Services" shall mean Aadhaar Enabled Payment System, a multi-platform operable payment network solution which is being provided by NPCI for the purpose of inter-bank transfer of funds,

balance enquiry, Cash deposit, cash withdrawal, remittances that are intrabank or inter-bank in nature using Aadhaar Authentication Services, pursuant to the rules, regulations and guidelines issued by

NPCI, UIDAI, Reserve Bank of India and the Banks, from time to time;

"Authentication" shall mean the process by which the identification parameters of an individual Payer as prescribed by the respective payment system as per the relevant nodal body such as NPCI and approved by the Acquiring and Issuing Banks from time to time, is submitted to the Central Identities Data Repository or Acquiring Bank or NPCI or Card Scheme operator for its verification and such

Repository verifies the correctness, or the lack thereof, on the basis of information available with it;

"Authentication Credentials" shall mean password, biometrics, PIN, OTP, card, mobile number, mobile handset identifier etc., as provided by the Banks or Regulators from time to time, which shall be required by the Payer for completion of the transfer of funds through any of the aforesaid payment systems;

"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 Information Technology Act, 2000;

"Amount" shall mean the payment amount in question which is required to be transferred from the Payer to the MERCHANT or from MERCHANT via Payment Gateway or other modes as Online banking or Cash in the Bank account, etc. as part of the Transaction;

"Business" shall mean such business activity in which the MERCHANT is normally engaged in;

"Biometric Information" shall mean ten finger prints and iris image, captured by UIDAI, as a part of the enrolment process for issuance of Aadhaar number;

"Business day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in India;

"Chargeback" means a Transaction that is returned to the Acquiring Bank by the Issuer, or any dispute regarding a valid charge raised by a cardholder with the issuing bank and or the card scheme, or any Transaction where the amount paid by a Payer remains uncollectable due to any reason whatsoever;

"Commission" means the commission payable by GRAAMPAY to MERCHANT depending on type of Transaction for facilitating a Transaction under the terms of this Agreement;

"Confidential Information" includes any and all business, technical and financial information of MERCHANT or GRAAMPAY or any of their Affiliates that is related to any of the arrangements contemplated in this Agreement or otherwise and disclosed by one Party to another Party.

Confidential Information shall mean and include, any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, including, but not limited to, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets;

"GRAAMPAY Backend" shall mean the linkage/ point of integration provided by GRAAMPAY for the integration of systems/ processes of the Banks, Financial Institutions, and other Service Providers for routing of the necessary information for providing Services as mentioned above by the MERCHANT

/MERCHANT Retailers;

"GRAAMPAY Application" means the GRAAMPAY mobile application which can be used in a mobile/tablet running on Android platform or IOS and created and belonging to the Company;

"MERCHANT" shall mean the person(s) named in First Schedule hereof. The expression

"MERCHANT " shall, unless it be repugnant to the context or meaning thereof shall include (i) in the case of a company, the successors of the MERCHANT , (ii) in the case of a trust, the present trustee(s) and the trustee(s) appointed from time to time for the time being, the successors and

permitted assigns of the MERCHANT , (iii) in the case of a society, the successors of the MERCHANT , (iv) in case of Limited Liability Partnership under the provisions of Limited Liability Partnership Act, 2008, the present and the future partners of the LLP and its successors and permitted assigns, (v) in case of a partnership firm under the Indian Partnership Act, 1932, the partners for the time being and from time to time and their heirs, executors and administrators of such last surviving partner/s, (vi) in case of individual, his/her heirs, executors, administrators and assigns thereof, (vii) in case of a Hindu Undivided Family (HUF), each of the adult members/coparcener of HUF and the last surviving coparcener, (viii) in case of a Sole Proprietary concern, his/her heirs, executors, administrators and assigns;

"MERCHANT Master " shall mean the person(s) named in First Schedule hereof. The expression "MERCHANT Master " shall, unless it be repugnant to the context or meaning thereof shall include (i) in the case of a company, the successors of the MERCHANT Master , (ii) in the case of a trust, the present trustee(s) and the trustee(s) appointed from time to time for the time being, the successors and permitted assigns of the MERCHANT Master , (iii) in the case of a society, the successors of the MERCHANT Master , (iv) in case of Limited Liability Partnership under the provisions of Limited Liability Partnership Act, 2008, the present and the future partners of the LLP and its successors and permitted assigns, (v) in case of a partnership firm under the Indian Partnership Act, 1932, the partners for the time being and from time to time and their heirs, executors and administrators of such last surviving partner/s, (vi) in case of individual, his/her heirs, executors, administrators and assigns thereof, (vii) in case of a Hindu Undivided Family (HUF), each of the adult members/coparcener of HUF and the last surviving coparcener, (viii) in case of a Sole Proprietary concern, his/her heirs, executors, administrators and assigns. The MERCHANT Master will have the same meaning wherever MERCHANT is mentioned in the Agreement except for the specific conditions mentioned;

"MERCHANT Retailer" shall mean a person owning and managing the Outlet where end consumers comes and avails services and makes payment;

"Effective Date" shall mean the date of signing of this Agreement by the Parties;

"Electronic Recharge" shall mean the distribution of E-Recharge, which enables the User to refill or recharge or top-up his pre-paid mobile account with the amount or value assigned to such E-Recharge;

"Law" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of this Agreement or thereafter and each as amended from time to time;

"Outlet" shall mean point of sales maintained by the MERCHANT /MERCHANT Retailers where end consumers comes, order any of the above services & makes payment;

"Payer" shall mean any person who pay money for using GRAAMPAY's services via MERCHANT or Retailer or directly through GRAAMPAYs application; It also includes - for GRAAMPAY payer is MERCHANT - for MERCHANT payer is - Retailer and for Retailer payer is - walk in customer who obtained services respectively.

"GRAAMPAY Sponsor Bank" means any banker/ banking entity associated with GRAAMPAY for providing transaction processing services to the merchant.



"Personal Identity Data (PID)" refers to Aadhaar-based Personal Identity Data / Information including biometric and demographic information as well as the OTP used for Authentication;

"Person" includes an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including cooperative societies), trust, unincorporated organization, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;

"Retail Partner/s" shall mean the potential partner engaged by the GRAAMPAY or by MERCHANT as retailer or retail partner;

"Third Party" shall mean any person who is not a party to this Agreement.

"Transaction" means an act between a Payer and GRAAMPAY/MERCHANT /Retailer towards purchase of goods or services or otherwise from GRAAMPAY;

"Transaction Amount" means the consideration payable for purchase of goods or services, or otherwise by the Payer to the GRAAMPAY/MERCHANT /Retailer;

"MERCHANT Wallet" An account maintained in GRAAMPAY platform by its user for availing the services.

"Merchant Discount Rate" or "MDR" means with respect to each transaction amount a percentage thereof as specified in the application. Provided however that the Merchant Discount Rate may be revised from time to time by GRAAMPAY and GRAAMPAY will intimate MERCHANT /Retailer of any such change not less than 1 calendar days in advance of its effectiveness.

"Equipment" shall mean the equipment specified in the Application as may be provided for/caused to be provided for authorization by GRAAMPAY to the MERCHANT /MERCHANT Retailers including but not limited to MATM, MPOS/Android POS, etc. Equipment does not include GRAAMPAY's systems (embedded and supporting software), confidential documentation or any related and other Intellectual Property Rights supplied by GRAAMPAY.

"Other Equipment" means devices such as android or other cell phones, bluetooth printer etc. that may be sold by GRAAMPAY to the MERCHANT /MERCHANT Retailers on an outright sale basis as specified in the Application.

"Features" means the additional services or features offered by GRAAMPAY through its Platform, including, but not limited to, Same Day Settlement, EPOS, Payment Gateway services, Cash Withdrawal, UPI/QR, Pay by Link etc. on the terms and conditions more clearly specified herein.

"Support Services" shall mean transaction processing services through GRAAMPAY Platform, help desk service on GRAAMPAY's standard terms and conditions.

**INTERPRETATION**In this Agreement, unless the contrary intention appears:

a reference to an agreement / document / undertaking / deed / instrument/ indenture / writing includes all amendments made thereto from time to time as also all recitals, schedules, annexures

and appendices thereto;

an "amendment" includes a supplement, modification, novation, replacement or reenactment and

"amended" is to be construed accordingly;

"Authorization" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;

the singular includes the plural (and vice versa);

the headings in this Agreement are inserted for convenience of reference only and are to be ignored in construing and interpreting this Agreement;

reference to the words "include" or "including" shall be construed without limitation;

reference to a gender shall include references to the female, male and neuter genders;

all approvals, permissions, consents or acceptance required from the Company for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the

Company;

All capitalized terms used but not specifically defined:

herein shall have the respective meanings ascribed to them under the relevant Schedule(s);

(ii) in a Schedule shall have the respective meanings ascribed to them in the main body of this Agreement or in the other relevant Schedule(s).

Section headings are for convenience only, and shall not affect the construction of this Agreement.

**ELIGIBILITY TO USE** You expressly acknowledge and agree that: (i) you are a legal person; (ii) you are capable of entering and authorized to enter into a legally binding agreement; (iii) your employees, officers, representatives, and other agents accessing GRAAMPAY are duly authorized to access the GRAAMPAY Service and to legally bind you to these terms and all actions; (iv) all registration information you submit is accurate and truthful; (v) you will maintain the accuracy of such information; (vi) you are not barred or otherwise legally prohibited from accessing or using GRAAMPAY 's services under the laws of India; (vii) you are an entity duly constituted and validly existing under Indian law, (viii) expressly acknowledges and agrees that use of the GRAAMPAY Services is permitted only for those who are physically located in India at the time of registration, linking to any offering forming part of the GRAAMPAY Services and processing/undertaking a Transaction.

To avail the GRAAMPAY Services, you should be business entity holding an active Indian mobile number and bank account.

**SCOPE OF THIS AGREEMENT** During the term of this Agreement, the MERCHANT shall identify and refer to GRAAMPAY, persons operating within the territory for appointment as Retailer of both of them with respect to facilitation of the services ("Retailer/s");

During the term of this Agreement, the MERCHANT Master has the authority to appoint MERCHANT s below him and transfer wallet balance to them. The MERCHANT Master has to do

thorough due diligence of the s so appointed.

MERCHANT are appointed either by GRAAMPAY directly or by the MERCHANT Master.

Prior to referring any person as Retailer/s, the MERCHANT shall conduct a thorough due diligence that: (a) such Retailer fulfill the criteria set out by GRAAMPAY with respect to appointment of Retailers; and (b) such Retailer has the ability to carry out a financial transaction on the platform using the GRAAMPAY services. It is agreed and declared by the Parties for the avoidance of doubt that GRAAMPAY at its sole discretion and with or without providing any reason may reject any Retailer to be appointed/engaged as Retailer

The MERCHANT shall execute this Agreement as the other parties require it to register with them. The aforesaid Agreement shall be e-signed/stamped/franked for such amount as mentioned under the Applicable law.

The relationship between GRAAMPAY and MERCHANT will be that of Principal-to-Principal basis. This agreement shall be construed as creating Principal - Principal Relationship between the parties.

The MERCHANT shall be required to provide up to date, correct and accurate information, including its mobile number registered with the relevant bank, email address, and any other information, details as may be required by GRAAMPAY from time to time.

The MERCHANT has the authority to transfer balance from his MERCHANT wallet to the MERCHANT wallet of the other MERCHANT or MERCHANT Retailer.

CONSIDERATIONIn consideration of GRAAMPAY providing license to the MERCHANT to

electronically access and use the Service as may be agreed to be provided by GRAAMPAY along with the electronic device/equipment like card swiping Machines/POS, Micro ATM Machine and any others to accept and receive payments and to manage the funds, the MERCHANT agrees to distribute and make available the services of GRAAMPAY to the Retailers and public at large and receive the Transaction Amount.

GRAAMPAY shall be entitled to receive/deduct any other service fee from MERCHANT and Retailers if any for any services provided by GRAAMPAY to MERCHANT as may be specified by GRAAMPAY from time to time.

The MERCHANT may be entitled commission, discount or service fees, or such other remuneration for the services as may be specified by GRAAMPAY from time to time.

The MERCHANT /Retailers are responsible for payment of their own Taxes, of whatever nature, in respect of all sums payable by GRAAMPAY to the MERCHANT under this Agreement.

GRAAMPAY shall impose such charges and fees as mentioned in this Agreement. MERCHANT understands and agrees that such charges and fees may be revised or changed at any time with a reasonable notice by GRAAMPAY

For the purpose of payment of the fees and other charges under this Agreement and/or recovery of any amounts due from the MERCHANT /Retailer to lending entities associated with GRAAMPAY, the MERCHANT /Retailer shall give his unconditional consent and authorize GRAAMPAY to debit his bank account through Electronic Clearing System ("ECS") and/or valid standing instructions in the manner as provided in the Application as well as from the MERCHANT Wallet Account of the MERCHANT /Retailer maintained with GRAAMPAY. The MERCHANT /Retailer further authorizes

GRAAMPAY to recover all costs and expenses in the event the payment of any amounts and other monetary obligations are not honoured on the respective due dates as per the ECS mandate and/or the standing instructions. The Merchant shall provide valid standing instructions for debiting his account in the manner as may be required by GRAAMPAY from time to time.

GRAAMPAY grants the MERCHANT a limited, non-exclusive, revocable and non transferable license to electronically access and use the Service as may be agreed to be provided by GRAAMPAY along with the electronic device/equipment to accept and receive payments and to manage the funds the MERCHANT so receives. MERCHANT shall be entitled to update the Application and service, subject to any additional terms made known to MERCHANT at that time, when GRAAMPAY makes these updates available. The MERCHANT shall not have the right to sublicense.

The Parties hereby agree, declare and confirm that in any case if any of the services has not been completed due to any mistake of MERCHANT or Retailer or Payee, GRAAMPAY shall not be held liable for that financial transactions and GRAAMPAY will not reverse the financial transaction, the said financial transaction of MERCHANT or Retailer or payee to GRAAMPAY shall become irreversible and irrevocable.

The MERCHANT and Retailer shall provide necessary instructions to its bank or any other financial service provider, assisting and enabling this transaction, in a form prescribed by GRAAMPAY, ensuring that no Chargeback shall be permitted for the said transaction.

Change in MERCHANT Account:

MERCHANT shall procure prior written consent of GRAAMPAY before changing the

MERCHANT Account. MERCHANT agrees that upon change in MERCHANT Account, the MERCHANT Account Verification process shall be reperformed on the new MERCHANT Account, before any credits on account of Payable Amounts can be posted to new MERCHANT Account. The MERCHANT shall also pay GRAAMPAY the required charges for carrying out such change, as mentioned under this Agreement.

#### Unusual and Suspicious Transactions/ Account Monitoring:

MERCHANT acknowledges that GRAAMPAY shall monitor MERCHANT 's daily deposit activity for purposes of monitoring compliance with this Agreement. MERCHANT further agrees that GRAAMPAY may, at its sole discretion suspend the disbursement of MERCHANT 's funds for any reasonable period of time in order to investigate suspicious or unusual deposit activity. GRAAMPAY shall make good faith efforts to notify MERCHANT as promptly as is commercially reasonable. GRAAMPAY shall have no liability for any losses, either direct or indirect, which MERCHANT may attribute to any suspension of funds disbursement or otherwise.

**OBLIGATIONS OF MERCHANT** MERCHANT represents and warrants to GRAAMPAY that the execution and delivery by the MERCHANT of this Agreement does not, and the performance by the MERCHANT of its obligations hereunder shall not, with or without giving notice:

Violate any judgment, writ, injunction or order of any court, arbitrator or governmental agency, applicable to the MERCHANT ;

Conflict with result in the breach of any provisions of or the termination of, or constitute a default under any, agreement to which MERCHANT is or may be bound, including, without limitation, any



non-competition, non-solicitation agreement or similar agreement.

#### Ownership of Funds:

The Ownership of all the Funds the MERCHANT gives to GRAAMPAY through online banking, cash, etc. belongs solely to the MERCHANT . The MERCHANT undertakes and takes the responsibility of the funds so given/transferred to GRAAMPAY, including but not limited to the legitimacy and source of the funds. The MERCHANT takes the responsibility and accountability of any kind of disputes regarding chargebacks, refunds, returns and regarding the legitimacy of the funds.

MERCHANT agrees and undertakes the following: -

It shall at all times ensure compliance with the laws, the provisions of this Agreement, RBI, NPCI and Bank's Business Correspondent guidelines and Company rules and policies and shall also ensure MERCHANT s Onboarding is compliant with the Bank Guidelines issued from time to time.

MERCHANT shall also assure to the GRAAMPAY that the Retailers appointed by them shall also follow all the legal rules and regulations laid down by the GRAAMPAY, RBI, NPCI and Banks.

It shall not at any point undertake or facilitate, through any officer, employee, agent of

GRAAMPAY, any cash collection or settlement and shall indemnify and hold harmless GRAAMPAY from any loss arising out or in relation to such cash transaction/collection;

The responsibility of any kind of debit or credit in his MERCHANT wallet done by the MERCHANT

rests with the MERCHANT .

It shall ensure that the Retailers shall meet the financial and legal eligibility criteria for Retail Partner as intimated by GRAAMPAY from time to time;

It shall make correct and accurate representations of the services offered by GRAAMPAY;

It shall not at any point in time make any communication regarding the services to any person unless and until authorized by GRAAMPAY;

It shall work exclusively for GRAAMPAY during the Term and shall not provide its services to any other person, unless permitted by GRAAMPAY in writing;

During the Term, it shall not directly/indirectly, either individually or through any

Person (including through its employees, affiliates or relatives or in a firm where the MERCHANT or any relative or nominee of the MERCHANT is a partner, or in any Company where the MERCHANT or any relative or nominee of the MERCHANT is a director/shareholder):

be appointed as a /strategic business partner/retail partner for any other Person that is carrying out any business that is similar in nature to the business carried by GRAAMPAY and/or the related entities; and/or

engage or be interested (as a stockholder, director, officer, trustee, consultant or otherwise) either individually or through any Person, in any other business, which undertakes, anywhere in India or elsewhere, any activity, which is competitive with GRAAMPAY and/or Related Entities business

activity without the prior written consent of the GRAAMPAY, as the case may be, which consent may be withheld at their sole discretion.

It shall not encroach upon/solicit business in the territories assigned to other business partners, s or Retailers of GRAAMPAY. In the event of disputes between the MERCHANT and any such other business partner of GRAAMPAY, such disputes shall be resolved by an officer appointed by GRAAMPAY in this regard, whose decision shall be final and binding;

It shall maintain accurate and proper accounts of all transactions between the Retailers and itself either on its own or in the form prescribed and updated by GRAAMPAY from time to time;

It shall observe proper ethics and transparency in all its actions in the course of provisions of the Services and shall not in any circumstances, take any action or make any statement that may mislead any Retailer, consumer and/or any service user;

It shall bear the costs of providing any discounts that it offers and not approach GRAAMPAY to recover such amounts/costs;

It shall promote the sale of GRAAMPAY's products/services in accordance with the guidelines issued by GRAAMPAY from time to time;

It shall make all efforts to settle any disputes that may arise between the Retailer and the consumers amicably and in the event any such dispute is referred before a consumer forum or any competent authority then in that event, it shall provide all assistance in settlement of the dispute;

If at any time Retailer is not satisfied with the MERCHANT services, the Retailer shall contact to

GRAAMPAY for any grievance and technical assistance;

It shall intimate GRAAMPAY of any change in the constitution and/or location of its office and other place of business;

It shall use its best endeavors and take such steps as GRAAMPAY may reasonably require ensuring that its management and staff keep confidential the contents of this Agreement and/or all information they obtain about GRAAMPAY's business which is not available to the general public;

It agrees and acknowledges that the services provided by GRAAMPAY including GRAAMPAY Application services, is provided on "as is" and "as available" basis and that the use of any company Service, viz., GRAAMPAY, by MERCHANT is at its own risk;

It is aware that GRAAMPAY does not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party including the financial services being provided by various service provider through GRAAMPAY Services or any platform or any hyperlinked website/service;

It shall not without the prior written approval of GRAAMPAY, 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 MERCHANT is the agent of GRAAMPAY or do any act, deed or things to bind GRAAMPAY, as the case may be, in any way when dealing with any third party.

TERMS OF SERVICESMERCHANT shall be entitled to update service, subject to any additional terms made known to MERCHANT at that time, when GRAAMPAY makes these updates available.

The MERCHANT /Retailer shall duly fulfill all Transactions in accordance with the instructions of the Payer and as mutually decided between the MERCHANT and its Payer and shall not dispute or dishonor them for any reason whatsoever, other than reasons as mentioned herein or upon mutual agreement between the Payer and the MERCHANT /Retailer

iii. MERCHANT shall not deposit duplicate Transactions. MERCHANT shall be debited for any duplicate Transactions and shall be liable for any Chargebacks that may result there from.

The MERCHANT /Retailer shall ensure to keep confidential all information submitted by the Payers on the MERCHANT Platform. The MERCHANT shall ensure that there are proper encryption and robust security measures to prevent any hacking of the information of the Payers. The Payer shall not be required or asked to disclose any confidential or personal data, which may be prejudicial to the interests of the Payer. The MERCHANT /Retailer shall use the Payer's data only for the purpose of completing the Transaction for which it was furnished, and shall not sell or otherwise furnish such information to any third party.

The MERCHANT shall take all precautions as may be required or as may be directed by GRAAMPAY, the NPCI, RBI, UIDAI and other relevant parties to ensure that there is no breach of security of the GRAAMPAY software, apps, and/or the link between all parties to this Agreement is maintained at all times during the term of the contractual arrangement between the MERCHANT and GRAAMPAY.

The MERCHANT shall permit the authorized representatives of GRAAMPAY to carry out physical inspections of the place(s) of business and records to verify compliance during normal business

hours of the MERCHANT without prior written notice. The MERCHANT shall permit the authorized representatives of GRAAMPAY to audit the MERCHANT 's premises.

The MERCHANT /Retailer shall provide a reasonable level of service support to the Payers and Retailers which support shall include appropriate notice to Payers of means of contacting the MERCHANT /Retailer in the event the Payer has questions regarding the nature or quality of the products and/or services and the procedures for resolving disputes.

The MERCHANT /Retailer agrees and confirms that all risks associated with the delivery of the products and/or services by the MERCHANT /Retailer shall be solely that of the MERCHANT /Retailer. Any and all disputes regarding quality, non-delivery and delay in delivery of the products and/or services or otherwise will be resolved directly between the MERCHANT /Retailer and the Payer.

The MERCHANT shall keep GRAAMPAY informed of the claims it receives in relation to Transactions or any other matter in connection with the arrangement providing details as may be required by GRAAMPAY. However, GRAAMPAY shall not be under any obligation to provide any assistance to the MERCHANT to satisfy the aforesaid claim/s.

MERCHANT and undertakes to settle the issues regarding chargeback or returns or refunds on their own without involving GRAAMPAY. The MERCHANT acknowledges and agrees that GRAAMPAY is only a facilitator for providing these services and not liable for any Chargebacks, refunds and returns. The MERCHANT shall if required, do a reverse transaction through any medium to pay back to Customer. The disputes regarding chargebacks, refunds and returns, consumer disputes, quality of service and product should be resolved between the MERCHANT /Retailer and the Payer without involving GRAAMPAY.

The MERCHANT shall not misuse the sensitive data.

The MERCHANT shall enter into Transactions only in Indian Rupees, unless otherwise permitted by the Bank in writing in advance.

The MERCHANT agrees and confirms that any Transaction entered by the MERCHANT, or any of the MERCHANT 's, in any of the circumstances shall be the final responsibility of MERCHANT.

The MERCHANT agrees and confirms to chargeback the Transaction without any demur or protest in the following circumstances for transactions: (a) which are fraudulent, collusive, illegal, misrepresented or otherwise irregular in any manner whatsoever; or (b) which are recorded or submitted otherwise than in accordance with the terms and conditions stipulated by GRAAMPAY.

The MERCHANT agrees and confirms that GRAAMPAY reserves the following rights (in accordance with the Regulatory guidelines): (i) Deduct and set off from settlement of funds due to the MERCHANT ; or (ii) Raise an invoice or raise a debit note or debit his MERCHANT Wallet to recover the amounts outstanding from the MERCHANT separately;

MERCHANT shall use all reasonable endeavours to ensure no viruses or malicious code like malware, spyware, keyloggers, bots (as the expressions are generally understood in the computing industry) are introduced, and that there is no corruption or modification or compromise of GRAAMPAY Systems or participant information. However, the same shall not result in denial of service, interruption of service, outrages, reduction or compromise in quality and efficiency of service, leakage or stealing of participant information, interference with mandated lawful interception policy, methodology and provisions, enhance risks of attacks, overbilling, frauds or any other aspect

that compromises the security of all the stakeholders including GRAAMPAY and the participants.

GRAAMPAY shall provide its accessibility to the MERCHANT through its Web/Application via MERCHANT 's Individual User Id, through a secure Connectivity. MERCHANT will be solely responsible for the acts of omission or commission of its Outlets.

The MERCHANT /Retailer shall establish and maintain necessary authentication related operations, including systems, processes, infrastructure, technology, security, etc., which may be necessary for using Aadhaar Authentication Service, in compliance with standards and specifications, issued by UIDAI from time to time.

The MERCHANT /Retailer shall, at all times, comply with the provisions contained in the Information Technology Act, 2000 and Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and all statutory rules framed there under, from time to time, in so far as the same has application to its operations in accordance with this Agreement, and also with all other Applicable Laws.

MERCHANT /Retailer shall ensure that the Services are not used for money laundering and it is in compliance with Anti-Money Laundering laws, including but not limited to Prevention of Money Laundering Act, 2002 and the rules and regulations made under it

In case of any investigations around authentication related fraud(s) or dispute(s), the MERCHANT shall extend full cooperation to NSDL, NPCI, UIDAI, Bank, GRAAMPAY and/or any agency appointed/authorized by it and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc. of or pertaining to the GRAAMPAY Device or the Authorized Device.



MERCHANT /Retailer shall not use any unauthorized authentication devices, finger print devices and other Information Technology devices along with GRAAMPAY Application. MERCHANT shall only employ the Authentication Devices and associated application components (such as sensor and extractor pairs for fingerprint and iris scanners), which are duly registered with/approved/certified by UIDAI or an agency appointed by UIDAI for this purpose ("Authorized Device").

MERCHANT shall not by itself undertake any repair or modification to the device including installation of unauthorized or any other third party APK files, software or App.

MERCHANT shall not run the APK files mobile application in a personal computer or laptop with any android simulator or similar kind of app. GRAAMPAY mobile application must be run in an Android or IOS phone and fingerprint reader should be connected to phone only. GRAAMPAY Web Application shall be used only with computer having secured network and antivirus systems installed. xxv. MERCHANT shall only use the APK or the SDK files provided by GRAAMPAY to run the GRAAMPAY Application.

MERCHANT shall not copy, reverse engineer, modify, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Services or related technology in GRAAMPAY Application.

MERCHANT shall use only secured internet connection to use the GRAAMPAY application.

MERCHANT shall not use any open or unsecured or public Wi-Fi connection or internet connection while using the GRAAMPAY application.

MERCHANT /Retailer shall make sure that transaction is carried out in supervised environment.

MERCHANT /Retailer shall ensure that Payer is using his fingerprint for authentication and nothing is morphed on his finger nor using a silicon finger. MERCHANT /Retailer shall ensure that after each transaction, MERCHANT /Retailer should immediately wipe the fingerprint reader sensor.

It shall be the responsibility of the MERCHANT to ensure that the Retailer is following all the Terms and conditions of GRAAMPAY. In any situation where fraudulent or illegal transactions are done by Retailer or his walk-in customer in GRAAMPAY's Bank account or MERCHANT Platform, in that case the MERCHANT is solely responsible. MERCHANT is solely responsible for the illegal act of Retailer.

MERCHANT /Retailer shall ensure that the biometric put by the Payer is genuine and is not forced or coerced by another person to put his biometric or biometric of other person. The MERCHANT /Retailer shall ensure that Payer is not using any wax coating, or using fingerprint imprinted of any other person using any other device or by any method whatsoever.

MERCHANT /Retailer shall seek expressed authorization from the Payer for each transaction.

MERCHANT /Retailer shall also put a printed/hand written notice at a visible place in such a font size that is readable by human eyes from the place where the transaction is made. The notice should clearly seek authorization of usage of Aadhaar Number and state that by putting his biometrics the Payer understands and agrees that his/her bank account will be debited with the Transaction Amount.

MERCHANT understands and agrees that GRAAMPAY maintains logs of all authentication transactions processed by it, capturing the complete details of the authentication transaction and shall retain the same for a duration as prescribed by UIDAI from time to time but shall not, in any

event, store the Aadhaar Personal Identity Data of the Aadhaar Holder (PID). The MERCHANT understands and agrees that the logs maintained by GRAAMPAY shall not be shared with any individual or entity, and that the storage of the logs maintained by it shall comply with all the relevant laws, rules and regulations, including, but not limited to, the Information Technology Act, 2000, Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016 and the Evidence Act, 1872. GRAAMPAY may at its own discretion check the devices and the premises of the MERCHANT to ensure that there is no tampering or unauthorized usage of the logs of transactions.

MERCHANT /Retailer shall ensure that the persons employed by it for providing Aadhaar Enabled Services and for maintaining necessary systems, infrastructure, processes, etc. in this regard, possess requisite qualifications for undertaking such works. The MERCHANT shall be responsible for ensuring that such personnel are suitably and adequately trained to conduct Aadhaar Enabled Services, in compliance with specifications and standards prescribed by UIDAI from time to time.

MERCHANT agrees to comply with the various directives and guidelines and/or enter into any other supplementary agreement which is necessitated by any directive or guidelines issued by UIDAI, RBI, NPCI, Bank or any other regulatory body from time to time. xxxvi. The MERCHANT shall inform and train the sub-agents of the terms and conditions laid down by NPCI, UIDAI, RBI and Bank and shall take responsibility that the sub-agent does not violate the conditions laid down in this Agreement and/or guidelines issued by UIDAI, RBI, NPCI, Bank or any other regulatory body from time to time.

The MERCHANT agrees not to assign or transfer the GRAAMPAY application or GRAAMPAY Device to any person without prior written permission of GRAAMPAY.

GRAAMPAY and MERCHANT shall implement the Recharge Transactions as provided in this Part. MERCHANT acknowledges that GRAAMPAY's ability to generate Recharge Transactions as provided in this Agreement is dependent on the agreement of one or more Mobile Operators to permit such Recharge Transactions to be delivered to MERCHANT Outlets and to permit GRAAMPAY to use MERCHANT as the for the Prepaid Airtime. xxxvix. The MERCHANT shall not use a similar or competitive service to the Services provided by GRAAMPAY during the Term of this Agreement and for a period of 2 (two) years after termination of this Agreement.

xl. The MERCHANT /Retailer ensures and undertakes that under no circumstances shall the equipment and the facilities be used for personal use by the employees and other agents of the MERCHANT /Retailer nor shall allow the use of the equipment/device to be used in the manner for any purpose other than that for which it has been designed or reasonably suited or be used with any other processing system unless prior consent from GRAAMPAY is obtained.

ERROR HANDLINGMERCHANT shall promptly examine all MERCHANT transaction statements relating to the MERCHANT Account and immediately notify GRAAMPAY in writing or by email, in case of any errors. The standard delivery method for monthly statements is in an electronic, online version can be downloaded from the app/web of MERCHANT . MERCHANT 's written or electronic notice must include: (i) MERCHANT code, assigned by GRAAMPAY and MERCHANT 's name and Account number, (ii) the amount of the asserted error, (iii) a description of the asserted error, and an explanation of why MERCHANT believes an error exists and the cause of it, if known. Such written notice must be received by GRAAMPAY within ten (10) days of such asserted error. MERCHANT may not make any claim against GRAAMPAY for any loss or expense relating to any asserted error (as mentioned in the notice) for a period of thirty (30) days immediately following receipt of MERCHANT 's written notice. During that thirty (30) days period, GRAAMPAY shall be entitled to investigate the asserted error and MERCHANT shall not incur any cost or expense in connection

with the asserted error without notifying GRAAMPAY.

**PROTECTION OF CONFIDENTIAL INFORMATION**The MERCHANT shall hold the Confidential Information in confidence and with the exception of its Affiliates, shall not disclose the Confidential Information to any third party. The MERCHANT shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, GRAAMPAY uses to prevent the unauthorized use, dissemination or publication of its own confidential information of a like nature. The MERCHANT may use and disclose the Confidential Information only for the purpose specified by the GRAAMPAY to its employees, agents and independent contractors ("Representatives") on a "needto-know" basis, provided such employees, agents and independent contractors have signed a nondisclosure agreement at least as protective of the GRAAMPAY's rights as this Agreement.

Notwithstanding the other provisions of this paragraph, neither Party shall be prevented from disclosing confidential information: (i) that, at the time of disclosure, was in the public domain, (ii) that was lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement with either Party, (iii) that is disclosed with the Parties' prior written approval or (iv) to the recipient Party's attorney, auditors, insurers, subcontractors and employees who have a need to access such confidential information in connection with their employment (or engagement, if applicable) by the recipient Party; (v) that is in response to valid legal process, whether issued by a court or administrative or regulatory body. If confidential information is required to be disclosed pursuant to a requirement of a legal process, the Party required to disclose the confidential information, to the extent possible, shall provide the other Party with timely prior notice of such requirement and shall coordinate with such other Party in an effort to limit the nature and scope of such required disclosure.

Upon written request at the expiration or termination of this Agreement for any reasons as provided for in the Agreement, all such documented confidential information (and all copies thereof) owned by the requesting Party will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party, provided that MERCHANT or GRAAMPAY may retain, in the sole custody of its Legal Counsel's Office, certain categories of confidential information identified to the requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial or operational auditing purposes. Any residual retention will remain subject to the confidentiality obligations under this Agreement.

**INSTALLATION AND USE OF EQUIPMENT**The MERCHANT takes the responsibility to communicate the following to the Retailers:

The MERCHANT /Retailer shall use the Equipment, Other Equipment or the Features exclusively for the transactions with Customer during the term of the arrangement between the MERCHANT and GRAAMPAY.

GRAAMPAY shall be entitled to charge the MERCHANT /Retailer for the costs of the Equipment and/or the costs of repairing the Equipment(s) in the event the Equipment(s) is/are damaged or is/are used in an improper manner by the MERCHANT /Retailer.

The MERCHANT /Retailer shall not permit any third party to perform any maintenance services on the Equipment(s) or effect modification or enhancement or software/engineering changes to the Equipment(s) without the prior written consent of GRAAMPAY

The MERCHANT /Retailer shall not (i) sell, assign, loan, time share, transfer, lease or otherwise cause or allow or attempt to cause or allow, any dealings with the Equipment or Feature or any

encumbrance on the Equipment or the Feature to be created; (ii) remove, conceal or alter any markings, tags or plates attached to the Equipment or the Features or part of it; (iii) disallow GRAAMPAY's right to access, repossess or dispose of the Equipment or the Feature pursuant to these Terms and Conditions; or (iv) otherwise to be encumbered in any way whatsoever.

The MERCHANT shall not: (a) permit any third party to access or use any Feature using the MERCHANT 's user account (other than such MERCHANT 's employees); (b) interfere with, disrupt, alter, translate, or modify the Features or any part thereof, or create an undue burden on the Features and/or GRAAMPAY networks; (d) reverse engineer, decompile, disassemble, or reverse compile any Feature; or (e) introduce software or automated agents or scripts to any Feature so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Feature or GRAAMPAY's servers.

The loss or damage arising out of negligence, or misuse of the Equipment and / or default inpayment due to any reason whatsoever shall be recovered by GRAAMPAY from the MERCHANT /Retailer in the following manner:

MATM/MPOS - INR 4000

Android POS - INR 16000

GRAAMPAY reserves the right to revise such amount by giving intimation to the MERCHANT /Retailer.

Notwithstanding anything to the contrary, GRAAMPAY may modify the list of Equipment as stated in

Clause vi including upon introduction of any new model of Equipment and shall fix the price of the same at its sole discretion which shall be payable by the MERCHANT /Retailer in accordance with Clause vi in respect of such Equipment.

The MERCHANT /Retailer shall permit the authorized representatives of GRAAMPAY authorized agent to carry out physical inspections of the Equipment (or possession of the Equipment in case of termination of the arrangement between GRAAMPAY and the MERCHANT ) during business hours, with or without prior notice.

GRAAMPAY may seek enhancement of the Equipment for provision of additional services using the Equipment. The MERCHANT shall allow GRAAMPAY or GRAAMPAY 's agent to undertake such enhancements and facilitate and provide such services.

The MERCHANT shall make timely payment of the various charges only to the authorized representatives of GRAAMPAY.

The MERCHANT /Retailer shall ensure that it displays on the MERCHANT premises such notices, Disclaimers, warranties and indemnities as GRAAMPAY may require from time to time in this regard. The MERCHANT /Retailer shall at all times display on such conspicuous place a notice stating that 'CARDS ARE ACCEPTED HERE' as may be provided by GRAAMPAY from time to time.

The MERCHANT /Retailer shall adopt appropriate measures of privacy, which measures should clearly ensure that the privacy of its Customers is protected and no information given by such Customers shall be utilized in any manner whatsoever which could directly or indirectly result in any harm to the Customers or which would constitute a breach of such privacy.



The MERCHANT /Retailer hereby undertakes and agrees:

xiv(a). Not to describe itself as an agent, representative, partner or employee of GRAAMPAY or GRAAMPAY Sponsor Bank and/or entity associated with GRAAMPAY and to ensure that its products are at all times, be marketed and/or distributed as the products marketed / sold by the MERCHANT /Retailer. It shall also take all necessary steps and/or precautions to ensure that the products are not mistaken or misrepresented as being associated with, being sold by, marketed by or being offered for sale by GRAAMPAY or GRAAMPAY Sponsor Bank and entity associated with GRAAMPAY in respect of the Support Services and any ancillary matter and neither of these entities nor GRAAMPAY shall bear any liability in this regard.

xiv(b). Not to make any representations to its customers or any third party or give any warranties which may require GRAAMPAY or GRAAMPAY Sponsor Bank and entity associated with GRAAMPAY to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility.

**TRANSACTION HANDLING** The MERCHANT /Retailer in handling transaction(s) via the Equipment and GRAAMPAY Platform must ensure that the extraction of data from the Valid Card must be in the manner specified by GRAAMPAY (this may vary from time to time but GRAAMPAY will give prior notice of variation to the MERCHANT /Retailer).

Deliver to the Cardholder a bill mentioning the Transaction Amount received from the Cardholder through the Equipment and GRAAMPAY Platform.

GRAAMPAY reserves the right to impose limits on the number of transactions undertaken using a

particular Valid Card and the value of a single transaction during any time period, and reserves the right to refuse to make payments to the MERCHANT /Retailer in respect of transactions exceeding such limit. GRAAMPAY also reserves the right to fix a daily MERCHANT /Retailer limit (i.e. the amount beyond which the cards of the customers cannot be accepted in a day on the Equipment and or GRAAMPAY Platform) or such other limits as may be specified by GRAAMPAY from time to time.

Unless otherwise permitted by applicable law or GRAAMPAY, the MERCHANT /Retailer shall not require any Cardholder to pay any surcharge, to pay any part of the MDR, whether through any increase in price or otherwise, or to pay any contemporaneous finance charge in connection with the transaction in which a Valid Card is used.

**MERCHANT DISCOUNT RATE [MDR]**In consideration of the transaction processing services the MERCHANT /Retailer agrees to pay to GRAAMPAY, the Merchant Discount Rate as mentioned in the Application and any further charges as detailed in the Application and/or these Terms and Conditions, which shall be deducted by GRAAMPAY from the amounts payable to the MERCHANT /Retailer in respect of a Transaction Amount.

The Merchant Discount Rate deduction shall be in accordance with the RBI rules, regulations and guidelines and any other relevant guidelines as may be applicable from time to time.

All applicable tax including goods and services tax, consumption tax or other taxes whether currently in force or introduced after the effective date of the Application and any other taxes, duties, fees and charges arising out of the performance of the Application shall be borne by the MERCHANT /Retailer.

The MERCHANT /Retailer further agrees and acknowledges that, in case of any refund or chargeback, the MDR charged by GRAAMPAY shall not be refunded to the MERCHANT

/Retailer or the Cardholder.

**COMPLIANCE** The MERCHANT takes the responsibility to communicate the following to the Retailers:

The MERCHANT /Retailer hereby also confirms and acknowledges that it is aware of and agrees to abide by the guidelines of the card schemes.

**Deployment of other applications in the Equipment or Other Equipment:** The MERCHANT/Retailer shall not deploy any other payment applications in the Equipment or Other Equipment which has the capacity to capture card number or card details, except after being informed to GRAAMPAY in advance and concurrence thereof obtained from GRAAMPAY.

**Compliance to Security Standards:** In the interest of security of Card transactions, the MERCHANT /Retailer shall comply with PCIDSS standards and arrange to encourage deployment of PABP compliant applications in the Equipment.

**Capture only its own transactions:** The MERCHANT /Retailer shall capture only the transactions done in its establishment in the Equipment or Other Equipment deployed. On no account, shall the MERCHANT /Retailer offer to capture the transactions done on other establishments.

In the event of any display or advertisement of any product or service or the display/ advertise  
mentor distribution / sale of any product being, in the view of GRAAMPAY or any regulatory /

statutory / judicial / quasi-judicial authority, contrary to any applicable law, regulation, government policy, order or guideline including all applicable foreign laws, regulations, GRAAMPAY shall be entitled to call upon the MERCHANT /Retailer to cause removal or discontinuation of such display, advertisement, distribution or sale, as the case may be. The MERCHANT /Retailer shall, on receipt of such a request, forthwith, discontinue with such practice. Provided that, in the event the MERCHANT /Retailer satisfies GRAAMPAY that the same is not contrary to the aforesaid, it shall not be required to discontinue/get discontinued such practice.

GRAAMPAY or GRAAMPAY Sponsor Bank or entity associated with GRAAMPAY shall not be responsible for any delivery, after-sales service, payment, invoicing or collection, customer enquiries (not limited to sales enquiries), technical support maintenance services and/or any other obligations or services relating to or in respect of the products whatsoever.

The MERCHANT /Retailer agrees and undertakes that any and all disputes regarding quality, merchantability, non-delivery/nonfulfillment and delay in delivery / fulfilment of the products or otherwise will be dealt with by and between the MERCHANT /Retailer and the customer directly and GRAAMPAY and GRAAMPAY Sponsor Bank or entity associated with GRAAMPAY shall not be made party to any such disputes. The MERCHANT /Retailer shall hold GRAAMPAY including GRAAMPAY Sponsor Bank or entity associated with GRAAMPAY saved and harmless from any such actions or claims that may be initiated against it for reason thereof.

In no event shall GRAAMPAY be required to or deemed to establish any contract for the sale and purchase of the products with the Customer. The MERCHANT /Retailer further undertakes to ensure that the appropriate notices and disclaimers are provided to the Customer informing that the Customer is purchasing the products solely from the MERCHANT /Retailer pursuant to a sale and purchase agreement with the MERCHANT /Retailer through the Equipment provided by

GRAAMPAY.

GRAAMPAY and GRAAMPAY Sponsor Bank and/or entity associated with GRAAMPAY shall not be liable in contract, tort or otherwise for any indirect or consequential loss or damage sustained by the MERCHANT /Retailer by any use of or reliance on the electronic communication, orders or messages including that of Support Services provided by GRAAMPAY to the MERCHANT/Retailer whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, interruptions, errors, inaccuracies or failures in the various communications and GRAAMPAY specifically excludes the same to the fullest extent permitted by law even if GRAAMPAY shall have been advised in advance of the possibility of such damages.

Whilst GRAAMPAY shall use its best endeavours to ensure that there is no breakdown/interruption or any technical flaw in the Support Services, the MERCHANT /Retailer shall not hold GRAAMPAY responsible for any breakdown / interruption or any technical flaw in the Support Services and/or any consequent delay or failure in completion of payment instructions as a consequence thereof.

**S'S RESPONSIBILITIES** Maintain the Confidentiality, Integrity and Availability values of GRAAMPAY's data and services.

Report any incident that may affect the GRAAMPAY's data/service in terms of Confidentiality, Integrity and Availability.

All taxes and GST are beared by MERCHANT/retailer

All Chargebacks, disputes, payments shall be subject to responsibility of MERCHANT /retailer

**SECURITY CONTROL PRACTICES, AUDIT & DISASTER RECOVERY**All parties hereby agree to maintain sufficient security practices, control processes and checks in respect of the Software.

All parties shall monitor its Software on regular basis and disclose any breaches in the security practices /processes and controls.

All parties hereby agree and undertake that the recovery plan will be carried out by them promptly and streamlined immediately.

**DISPUTE MANAGEMENT**All parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of India and subject to exclusive of the courts at HYDERABAD. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of three arbitrators, one of the arbitrators is to be appointed by each Party, and a third arbitrator appointed by such arbitrators or sole arbitrator.

The place of arbitration shall be at HYDERABAD. And any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in HYDERABAD. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law. The award of the arbitrator shall be final, conclusive and binding upon the Parties. Any appeal of the arbitral award

shall be made as per the Indian Arbitration and Conciliation Act, 1996.

S'S COVENANT The MERCHANT covenants that MERCHANT shall:

Conduct business in a manner that reflects favorably at all times on GRAAMPAY's services and the name, goodwill and reputation of GRAAMPAY;

Avoid deceptive, misleading or unethical practices that are or might be detrimental to GRAAMPAY or the public;

Make no false or misleading representation with regard to GRAAMPAY or their services;

Not publish or employ, or cooperate in the publication or employment of any misleading or deceptive advertising material with regard to GRAAMPAY or their services;

Make no representation, warranties or guaranties to customers or to the trade with respect to the specifications, features or capabilities of GRAAMPAY services that are inconsistent with the literature detailed by the GRAAMPAY.

If it is found that the MERCHANT fails to adhere to the terms and conditions mentioned above, GRAAMPAY shall reserve the sole authority to rescind the agreement that have entered into and shall also make them liable under the relevant sections of IPC, Contract Act, Information Technology Act, 2000 and also other relevant laws as and when the situation warrants.

MERCHANT shall not make any wrongful use of the GRAAMPAY's device or software for any fraudulent transaction or for the furtherance of any illicit intension or compromise any sensitive

information of the payers. Any dereliction of contractual obligation or any misconduct on the part of the s shall make them liable under Information Technology Act, 2000 and Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and all statutory rules framed there under, from time to time, in so far as the same has application to its operations in accordance with this Agreement, and also with all other Applicable Laws.

**MANPOWER AND UTILITIES**The MERCHANT shall employ its own manpower in order to fulfill his obligations and duties, which shall arise out of this Agreement. The MERCHANT shall be responsible for payment of wages/salary to such manpower appointed by them and to comply with all statutory rules and regulations governing the employment. They shall keep the GRAAMPAY harmless and indemnified against any loss, claim or damages arising from negligence or breach of any rules and regulations.

The MERCHANT shall engage the services of adequate number of staff for diligent performance of the duties enumerated herein as maybe specified by the GRAAMPAY from time to time.

It is expressly understood that such employees are those of the MERCHANT and the GRAAMPAY shall not be responsible for any act of such employees.

**TRAINING & SUPPORT**The GRAAMPAY shall provide the relevant and necessary trainings and support through Online and/or Offline mode to the MERCHANT to do transactions efficiently whenever required.

The GRAAMPAY will provide all the technical support to MERCHANT and their Retailers if any technical issues arise out of the financial transactions or during any other services.



**RESTRICTIONS ON USE** The MERCHANT shall not permit either directly or indirectly do or undertake to do any acts, deeds to or things or enable or assist any third party, to do or attempt to do any of the following:

The MERCHANT shall not permit either directly or indirectly do or undertake to do any acts, deeds to or things or enable or assist any third party, to do or attempt to do any of the following: shall not be used for any purpose other and legal prescribed.

to use or permit to use the payment facility and the Services including the electronic equipment and device other than for the usage of and for the business model as has been declared, disclosed and specified to GRAAMPAY and such other regulatory authorities as may be required by the applicable laws, at the time of application for obtaining the MERCHANT License. The MERCHANT also undertakes that no such information shall be suppressed and/or omitted to be disclosed which shall be required to be duly specified and declared to GRAAMPAY as part of the process for availing the Service.

The MERCHANT hereby agrees and acknowledges that in the event of any deviation from the declaration or the business model or such other information as specified herein above by the MERCHANT to GRAAMPAY and such other regulatory authorities or deviation from the usage of the Services as may be availed from GRAAMPAY including but not limited to the electronic equipment/device, biometrics devices, website, software, programs, documentation, tools, internet based services, mobile-devices-based services, it shall be the obligation and responsibility of the MERCHANT to provide prior written intimation to GRAAMPAY for matters not limited to the following: (i) change in constitution of the business of the MERCHANT ; (ii) alteration of the business model of the MERCHANT ; (iii) change of registered office or principal office or other place of business; (iv) modification or change or closure of the bank account of the MERCHANT ; (v) any

other events which may have a material adverse effect on the business of the MERCHANT and GRAAMPAY.

**TERMINATION** This Agreement shall become effective from the date of signing of this Agreement and shall be valid for 1 years ("Term").

During the term of this Agreement, the MERCHANT shall perform the services and at all times ensure that the Retailers carry out their activities with respect to providing GRAAMPAY Services in accordance with the terms of this Agreement, GRAAMPAY/Company Rules and instructions provided by the GRAAMPAY to MERCHANT or to the Retailer's.

Upon the expiry of the Term and subject to satisfactory performance of MERCHANT 's obligations under the Agreement, this Agreement may be renewed at GRAAMPAY's sole option, on such terms and conditions as may be applicable at the time of such renewal.

In the event GRAAMPAY is desirous of renewing the Agreement, then in that event the Parties shall execute an Agreement on the terms and conditions mentioned in the Agreement at the time of such renewal.

GRAAMPAY shall not be responsible or held liable for any acts done by the MERCHANT during or after the expiry of the Term and further renewal.

MERCHANT may terminate this Agreement or one or more Services delivered under this Agreement at any time with or without cause by providing written notice of thirty (30) days to GRAAMPAY after the initial lock-in period of 3 (three) months from the effective date and such termination shall become effective on the date specified by such notice.

Lock-in: This Agreement shall be subject to a lock-in period, for a period of one (1) years, wherein if the MERCHANT , once signs this Agreement, shall be bound by its terms for a minimum period of three(3) months, that is the "Lock-in" period.

After the expiry of the lock-in-period, the MERCHANT may terminate this Agreement by giving 30 days written notice to the GRAAMPAY and all the balance amount payable, if any, to GRAAMPAY shall be paid by the MERCHANT within 15 days.

GRAAMPAY may terminate this Agreement or any of the Services at any time without giving any prior notice to the MERCHANT and no penalty/compensation shall be payable on such termination.

GRAAMPAY shall have the right to terminate this Agreement immediately upon the occurrence of an "Event of Default". For the purposes of this Agreement, the term "Event of Default" shall have occurred if: -

If there is material breach by the MERCHANT of any terms of this Agreement which remains uncured even after the expiry of 15 (Fifteen) days after the date of a written notice issued by GRAAMPAY of such occurrence; or

If the MERCHANT commits a breach of any statutory law/rules/regulations.

Insolvency of the other Party or if the audited financial results of the business of the other party disclose that the total liabilities of the business of the other party exceed its all assets.

The GRAAMPAY may terminate this Agreement immediately without prior notice if:(i) they have

reasons to believe that fraudulent Transactions or other activity prohibited by this Agreement or by the Banks and Partner Third Party Services or by Applicable Law or prohibited businesses under any other law, is occurring at any MERCHANT location; (ii) such action is taken to cause loss to GRAAMPAY or Banks or Partner Third Party Services, (iii) MERCHANT appears on any Payment Network's security reporting; (iv) dispute between the MERCHANT /Retailer and Payer has arisen due to deficiency in service by the MERCHANT ; (v) any material adverse change in the business or financial condition including bankruptcy or insolvency proceedings commenced by or against the MERCHANT ; (vi) excessive chargebacks or any other circumstances which in the opinion of GRAAMPAY may increase the risk of loss; (vii) negligence or willful misconduct of MERCHANT or its employees or agents; (vi) distribution or offering for sale of information or content that infringes a patent, copyright, trademark, or other intellectual property right or contains libelous or slanderous material; (viii) the MERCHANT assigns or attempts to assign this Agreement or any portion hereof without the prior written consent of GRAAMPAY; (ix) GRAAMPAY in its sole discretion deems the MERCHANT to be potentially and financially insecure; (x) the MERCHANT or any other person owning or controlling MERCHANT 's business is listed in one or more databases of terminated or high risk MERCHANT s maintained by any banks or financial institutions; (xi) the MERCHANT engages in conduct that creates or could tend to create harm or loss of goodwill of any of the Banks or Partner Third Party Services or GRAAMPAY (xii) storing or misusing biometric details of Payers, xiii) non-usage of authorized biometric reader devices or not using the biometric device and GRAAMPAY's Application as per the terms of this Agreement; xiv) hacking, introduces virus or causing security breach to GRAAMPAY or Banks or Partner Third Party Services or commits negligence in taking adequate measure to prevent any hacking or virus or security breach related issue, xv) any other breach of any representation and/or obligations by the MERCHANT under this Agreement.

#### Effect of Termination

All of MERCHANT obligations under this Agreement that arise or are incurred prior to the effective date of termination shall survive the expiration or termination of this Agreement.

The MERCHANT hereby agrees and undertakes that it shall grant GRAAMPAY, its employees or agents, access to its offices/place of business and information technology systems for a period of 30 days after termination for the verification of its compliance.

Upon termination of this Agreement for any reason stated hereinabove, the MERCHANT shall:

Immediately cease to utilize, promote, market or advertise GRAAMPAY's products and/or services;

Immediately discontinue to utilize any Intellectual Property including but not limited to logo and the name of GRAAMPAY and shall immediately handover any and all copies for documentation of such Intellectual Property;

Immediately return to GRAAMPAY any confidential information provided to MERCHANT under the Agreement including but not limited to all information and data with respect to the Retailers (Retail Outlets) and the consumers;

Immediately return to GRAAMPAY originals and copies of any and all material provided to MERCHANT pursuant to this Agreement;

Immediately discontinue and cease to use the platform and/or any software provided by GRAAMPAY and shall handover copy of the documentation of such software and shall purge such software or cause it to be purged from all human and electronic media (or other memory devices);

Provide remote access to GRAAMPAY to disable any software that GRAAMPAY

had installed;

Immediately remove all signboards, banners, glow signboards all such material, which indicates any association with the Company from its office and any other premises and confirm in writing to GRAAMPAY of having complied with the provisions of this Clause.

REPRESENTATION AND WARRANTIESi. A. GRAAMPAY hereby represents and warrants that:

It is an entity duly organized, incorporated and validly existing under applicable laws;

It is carrying on its business and affairs in accordance with its Memorandum and Articles of Association;

It has all requisite corporate, government and other approvals required to carry on its business;

It has the power and authority to execute and deliver this Agreement; and

The execution and delivery of this Agreement by GRAAMPAY does not violate any law, rule, regulation or order applicable to it.

GRAAMPAY will provide technical backend support (Customer Care) for any and all Complaints/ Issues/ Concerns/ Queries to MERCHANT and it's Outlets during their operation time 09:00-21:00, 365 X 7.

B. MERCHANT hereby represents and warrants that:

It is an entity duly recognized and validly existing under applicable laws;

It has all the requisite corporate, government and other approvals required to carry on its business;

It has the power and authority to execute and deliver this Agreement;

The execution and delivery of this Agreement by the MERCHANT does not violate any law, rule, regulation or order applicable to it;

The MERCHANT has received, reviewed and understood the terms contained herein prior to executing this Agreement;

The MERCHANT acknowledges that upon execution, this Agreement becomes a binding agreement between both the parties, viz., MERCHANT and GRAAMPAY from the Effective Date;

The MERCHANT undertakes and agrees that for availing the Services it shall abide by and duly adhere to and shall not directly or indirectly violate or be in noncompliance with any or all of the terms and conditions of the third parties and all applicable laws including the directions, rules, regulations, directives and notifications issued by Reserve Bank of India and any other statutory regulatory authorities as may be amended from time to time.

The documents provided for verification of MERCHANT credentials is true and correct as on the date of signing this Agreement.

At the time of authentication by a Payer, the MERCHANT /Retailer shall verify the identity of the Payer and ensure that there is no coercion, force or misuse of biometrics of other person.

GRAAMPAY shall not be responsible for settling third party disputes that arise out of the provision of MERCHANT Services under this Agreement including disputes between MERCHANT and its Retailers.

The MERCHANT undertakes that all representations and warranties made by the MERCHANT under this Agreement shall, continue to be true and correct in all respects.

MERCHANT shall maintain records of the end users' names and addresses, details of the products sold and the invoice numbers. MERCHANT will also maintain other records if any as required by law.

**DISCLAIMERS**  
**No Warranties:** The Service is provided on an "as is where is" and "as available" basis. To the maximum extent permitted by applicable law, the service is provided without warranties of any kind, whether express or implied, including, but not limited to implied warranties of fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by the MERCHANT from GRAAMPAY or through the service shall create any warranty not expressly stated herein.

**Limited Liability:** The Service is provided on an "as is where is" and "as available" basis.

GRAAMPAY will not be responsible and will not take any liability whatsoever arises directly or indirectly out of using its Services. The MERCHANT agrees to extinguish GRAAMPAY from any and all such liabilities, which may arise directly or indirectly by using its Services. GRAAMPAY,



Banks, Partner Third Party Services, NPCI and UIDAI shall not be liable for any loss and/or damage arising out of or related to fraud with respect to the Services. Unless otherwise required by applicable law, all Transactions processed through GRAAMPAY Services are non-refundable. GRAAMPAY is not a party to and shall not be responsible for any disputes, chargebacks or reversals amongst the MERCHANT and Retailer/Customer/Others. Notwithstanding anything contrary contained in this Agreement, GRAAMPAY shall not be liable to you or any Retailer/Customer/Otherwise for any special, indirect, incidental or consequential damages arising in connection with the Clauses of this Agreement or otherwise.

Service Location: The Service is controlled and operated from GRAAMPAY's facilities in India. GRAAMPAY makes no representations that the service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable local laws and regulations, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials about GRAAMPAY are solely directed to individuals, companies, or other entities located in India.

The Parties agree and acknowledge that the Service is being provided by GRAAMPAY and other third parties and stake holders, including but not limited to, banks, communication carriers, server and internet service providers, data processors, or clearing houses and payment gateways through which transactions may be passed, originated or authorized. The Parties agree that the third-party service providers have also set forth terms and conditions and are also be guided by applicable laws, rules and regulations. The MERCHANT undertakes and agrees that it shall abide by and duly adhere to all the terms and conditions of the third parties and all applicable laws, rules, regulations, directives and notifications as may be amended from time to time.

INDEMNITYThe MERCHANT undertakes to as and when called upon to do so indemnify, defend

and hold harmless GRAAMPAY and its officers, directors, employees, representatives, agents, respective directors and assigns from and against any and all liability and (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to: (i) a breach, non-performance or inadequate performance by the MERCHANT of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement; (ii) the acts, errors, representations, misrepresentations, frauds, willful misconduct or negligence of the MERCHANT, its employees, subcontractors and agents in performance of its obligations under this Agreement; (iii) the MERCHANT shall indemnify and keep indemnified the Company in the event of a breach of a condition by the agent of the MERCHANT which the MERCHANT is bound to impose on sub-agents under this Agreement. The MERCHANT accepts and agrees that the Services offered by GRAAMPAY in terms of the electronic payment acceptance are subject to final approval of the concerned Partner Third Party Services and banking partners and undertake to duly abide by the guidelines, bye laws, rules and regulations of the statutory bodies. It is hereby clarified that the MERCHANT understand and accepts that GRAAMPAY shall provide the Services on a best effort basis and shall not under any circumstances whatsoever be liable to the MERCHANT or to any third party in relation to or in connection with the MERCHANT for any loss, damage whether direct, indirect, consequential, exemplary, or for any interruption or loss of use of data, business, profits. GRAAMPAY specifically disclaims any warranties of any kind, expressed or implied including without limitation any warranty for a particular purpose with respect to the Services provided hereunder. It is agreed by and between the Parties hereto that without limiting the generality of the foregoing provisions, the Services shall subject to Force Majeure mentioned herein below, be uninterrupted or error free or will not have any downtime. The MERCHANT shall be responsible for misconduct of an agent appointed by the MERCHANT. The agent appointed by the MERCHANT shall comply with all the conditions and obligations of these part.

GRAAMPAY, Bank Partner, Third Party Services, NPCI and UIDAI under no circumstances shall be liable to the MERCHANT for indirect, incidental, consequential, special or exemplary damages arising from or in connection with this Agreement, even if that Party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

The MERCHANT, its directors or its partners or proprietor or its employees or its agents ("Indemnifying Party") agrees to indemnify and hold harmless GRAAMPAY, NSDL, UIDAI, its directors or its employees or its agents, and its acquiring and processing partners, and their affiliates, employees, agents, representatives, members, or stockholders (collectively referred to as the "Indemnified Party"), from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of any claim, action), judgments, awards, assessments, obligations, damages, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to any of the following events (referred herein after as "Indemnification Event"):

Any dispute between MERCHANT and Payer, or Transaction Gateway Partners;

Any dispute between Retailer and Payer, or Transaction Gateway Partners;

Any actual or alleged action or omission by the MERCHANT that would constitute a breach or non-performance or inadequate performance of any representation, warranty, undertakings, covenants or obligation of MERCHANT set forth in this Agreement;

Any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by

MERCHANT /Retailer or any of its employees, agents or Payers;

The reliability, accuracy, or legitimacy of payment data submitted by MERCHANT;

Any alleged infringement of GRAAMPAY's or third party's intellectual property rights by the MERCHANT , involving damage done by the MERCHANT to the brand name/trade name/trademark/intellectual property of GRAAMPAY;

Any failure of MERCHANT /Retailer to maintain the confidentiality of Payer information, including biometric details;

MERCHANT 's wrongful or improper use of the device or service;

Any damage to the device/equipment provided by GRAAMPAY;

Introduction of malicious scripts, virus or cause hacking or security breach of GRAAMPAY website, software or application.

Any transaction submitted by MERCHANT through the service (including without limitation the accuracy of any Product Information that the MERCHANT provides or any claim or dispute arising out of products or services offered or sold by the MERCHANT);

Any other party's access and/or use of the Service with MERCHANT 's unique MERCHANT Code/Username, password or other appropriate security code;Any act, neglect, default or omission on the part of the MERCHANT , its

m) subsidiaries or any person associated with the MERCHANT , including but not limited to liabilities arising from non-compliance of Standards and Regulations prescribed by UIDAI, from time to time, unauthorized use or disclosure of Confidential Information and failure to comply with data protection and storage requirements, as prescribed by UIDAI, from time to time;

Any breach by the MERCHANT of the terms and conditions or its appointment or its obligations under this Agreement;

Default or omission on the part of the MERCHANT to follow statutory instructions and guidelines issued by the Government of India, UIDAI, RBI, NCPI, NSDL and any other governmental authority;

Any deficiency in the service or non-delivery of products/services; and

MERCHANT 's violation of any law, rule or regulation of India or any other country.

Upon the Indemnified Party becoming aware of any matter or circumstance in relation to the Indemnification Event, the Indemnified Party shall forthwith and in any event within a period of seven (7) days following the date on which such matter or circumstance has actually been brought to/ actually comes to the attention of the Indemnified Party, inform the Indemnifying Party in writing of such matter/circumstance ("Indemnification Notice").

Upon receipt of the notice by the Indemnified Party, the Indemnifying Party shall perform all the necessary actions so as to make full restitution to the Indemnified Party no later than seven (7) days from the date of final determination of the indemnified claim ("Indemnified Claim"). If the Indemnifying Party does not object to the claims made under the Indemnification Notice, within the

period provided above, in accordance with the Indemnification Notice, it shall be conclusively deemed to have accepted the claims made in such Indemnification Notice and must promptly reconstitute the Indemnified Party on demand. If, however, the Indemnifying Party does object to the claims made under the Indemnification Notice, within the seven (7) days of the receipt of the Indemnification Notice by delivering to the Indemnified Party a notice in writing of such objection, the Indemnifying Party and the Indemnified Party shall make best efforts to amicably resolve the objections. If such objections are not resolved within seven (7) days, either Party may refer the dispute to arbitration as per the terms of this Agreement. Notwithstanding anything contained herein to the contrary, the Indemnified Party shall have the right to demand the payment of the Indemnified Claim amount as and when they arise during the pendency of any dispute resolution; provided that, if it is determined by a final non appealable judgment of the court of competent jurisdiction or by an binding Arbitral Award, as the case may be, that any such payment of Indemnified Claim paid by the Indemnifying Party to the Indemnified Party was not due and payable to the Indemnified Party under the terms of this Agreement, the Indemnified Party shall on the order of such court or Arbitral Award, refund the Indemnifying Party of such Indemnified Claim amount, where such Indemnified Claim amount were paid by the Indemnifying Party to the Indemnified Party.

It is hereby mutually agreed by the Parties that this Clause shall survive the termination of this Agreement.

The MERCHANT agrees that during the Term of this Agreement and 1 (one) year after the termination of the Agreement, it will not engage in following acts:

Directly or indirectly assist, promote or encourage any Retailer, consumer existing or potential employees, customers, clients or vendors of GRAAMPAY or any Retailer (Retail Partner), as well as any other parties which have business relationship with GRAAMPAY to terminate, discontinue or

reduce the extent of their relationship with GRAAMPAY;

Directly or indirectly offer employment to, enter into a contract for the services of, or attempt to solicit or seek to entice away from GRAAMPAY any individual who is at the time of the offer: (i) a director, officer or employee with GRAAMPAY and its Affiliates; (ii) client of GRAAMPAY and/or its Affiliates; and/or (iii) or procure facilitate the making of any such offer or attempt by any other person;

Disparage GRAAMPAY or any related entities and/or any shareholder, director, officer, employee or agent of GRAAMPAY or any related entities;

Engage in any practice, the purpose of which is to evade the provisions of this Clause or commit any act, which adversely affects GRAAMPAY or any related entity or their respective business.

**INTELLECTUAL PROPERTY RIGHTS** Each Party shall retain all right, title and interest in the Intellectual Property rights. No interest whatsoever in the other Party's Intellectual Property rights is granted by this Agreement and use of any Intellectual Property right vested in one Party by the other Party shall be strictly in terms of this Agreement. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property of the other Party to any person or entity except as provided in this Agreement. Either Party may include security modules in their Intellectual Property Products (as defined hereunder) to protect their rights. All writings and works of authorship relating to the Intellectual Property created by either Party (including but not limited to software, source code, blueprints, diagrams, flow charts, modifications, enhancements or changes made by such Party to any of its Intellectual Property) shall be owned by that respective Party. To the fullest extent permissible by applicable Laws, both Parties agree that they will not, nor will they allow others to, reverse engineer or disassemble any parts of the other party's Intellectual Property Products.

All software including all translation, modification, adaptation or derivation of the same provided or created by GRAAMPAY and all systems and data-bases provided hereunder by GRAAMPAY to MERCHANT in connection with the Domestic Money Remittance, AEPS, MATM, MPOS, Android POS, EPOS, , Utility Bill Payments, Prepaid Airtime, and all new modules or services, copies, enhancements, improvements, new versions or updates associated therewith (collectively, the "GRAAMPAY Products"), are GRAAMPAY's exclusive property and all right, title and interest therein remains in GRAAMPAY. All software programs and documentation with respect to GRAAMPAY Products are copyrighted and/or patented and owned by GRAAMPAY.

Neither party shall alter, remove or conceal any copyright, trademark, designs, trade secret or other proprietary rights or notices that may appear on or within the other party's Intellectual Property Products or related documentation. Both the parties shall reproduce such notices of the other party's rights on any copies of the other party's Intellectual Property Products and any user documentation created by such party.

MERCHANT acknowledges that any GRAAMPAY trademarks, and "GRAAMPAY Network" or any other trademarks used or adopted by GRAAMPAY in the conduct of its business are the sole property of GRAAMPAY or an affiliate of GRAAMPAY, and that, subject to the terms of this Agreement, only GRAAMPAY or its Parent Company or any Affiliated Company has the right to use such trademarks. GRAAMPAY acknowledges that any MERCHANT trademarks are the sole property of MERCHANT and that, subject to the terms of this Agreement, only MERCHANT or its designated licensees have the right to use such trademarks

Each Party shall have the right, during the term of this Agreement, to include the other Party's trademarks or logos in its advertising or promotional literature, free of charge, provided that the other



Party has given its written prior approval to such inclusion with specific uses conditions.

All GRAAMPAY products will have a "Powered by GRAAMPAY" logo wherever sold through any of the MERCHANT channels. The size and shape of these logos will need to be approved by GRAAMPAY prior to use of these logos.

**EXECUTION DATE AND TERM** This Agreement shall become effective on the date of signing ("Effective Date"). This Agreement shall remain valid for a period of one (1) year from the Effective Date. Unless terminated earlier by either party, on expiry, both the parties may extend this agreement for an additional term at the mutual consent of both the parties.

On the expiry or sooner termination of this Agreement, either party under this Agreement, shall handover or cause to be handed over all the Confidential Information and all other related materials in its possession to an authorized official of the disclosing party.

**TAXES** Except for the tax liabilities applicable on GRAAMPAY all tax liabilities applicable to MERCHANT arising in connection with or out of the transaction pertaining to this Agreement lies entirely on the MERCHANT . However, nothing contained herein shall prevent GRAAMPAY from deducting Tax at Source if any as required by law from the payments due to MERCHANT . The MERCHANT shall be responsible for payment of its own Taxes, of whatever nature, in respect of all sums payable by GRAAMPAY to the MERCHANT under this Agreement.

Any Goods and Service Tax (GST) liabilities arising in connection with or out of the transaction pertaining to this agreement lies with GRAAMPAY for its scope of activities and shall be on MERCHANT on its scope of activities.

MISCELLANEOUS Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unaffected, and upon mutual agreement of the Parties the invalid unenforceable provision shall be replaced by a provision which, being valid and enforce comes as close as lawfully possible to the intention of the Parties underlying the invalid or unenforceable provisions.

Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

No Joint Venture. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind.

Language. This Agreement has been made and signed in the English language. All documents, specifications, handbooks and correspondence shall be made in the English language.

Relationship. The arrangement between GRAAMPAY and the MERCHANT is nonexclusive and on principal to principal basis and nothing contained herein creates any agency or partnership or joint venture relationship between the GRAAMPAY and the MERCHANT . No Party shall have authority, without the prior written consent of an exclusive officer of the other Party, to (i) create any obligation or responsibility on the part of the other Party; (ii) legally bind or obligate the Party in any other manner; and/or (iii) supervise or direct any of the other Party's employees.

Penalties. If the party fails to fulfill the terms and conditions or in case of any violation of breach of

any terms in the present agreement at any point of time within the period of the agreement then GRAAMPAY/VIYONA FINTECH INDIA PRIVATE LIMITED shall levy penalties upto Rs.50,00,000/-(Rupees fifty lakhs only) depending on the damages caused and violations faced and the same shall be sole discretion on the GRAAMPAY/VIYONA FINTECH INDIA PRIVATE LIMITED and the same shall be final and binding.

Entire Agreement. This Agreement comprises the entire and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and similar agreements or understandings, whether written or oral. It does not, however, revoke or rescind any prior agreements for other services which may have been executed by the Parties. This Agreement may be modified, changed or amended only by an express written agreement signed by duly authorized representatives of both parties stating that it is an amendment. Waivers, or purported waivers, of any provision of this Agreement shall be in writing and signed by an authorized officer of each Party. If mutually agreed by the Parties, this Agreement may be superseded by a regional agreement entered into between the Parties or affiliates thereof.

Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered by international courier service or by prepaid first class registered or certified mail, return receipt requested, to MERCHANT or GRAAMPAY at the addresses set forth below or any other address, subsequently notified in writing to the other Party as being its principal business address:

If to GRAAMPAY:

Kind Attention: GRAAMPAY

Address: 1st Floor, Plot No 197, Kavuri Hills, Guttalabegumpet, Durgam Cheruvu Rd, Kavuri Hills, Madhapur Hyderabad, Telangana, India.

Email Id: info@viyonafintech.com

If to VIYONA FINTECH INDIA PRIVATE LIMITED

Kind Attention: VIYONA FINTECH INDIA PRIVATE LIMITED Address: \_1st Floor, Plot No 197, Kavuri Hills, Guttalabegumpet, Durgam Cheruvu Rd, Kavuri Hills, Madhapur Hyderabad, Telangana, India

Email Id: info@viyonafintech.com

Public Relations. Once this Agreement is signed, MERCHANT and GRAAMPAY have the right to announce the co-operative arrangement as described herein, provided that all announcements must be approved in writing by both Parties, such approval not to be unreasonably withheld. Fees and charges must remain confidential and cannot be disclosed by either Party without written consent of both Parties.

Assignment. GRAAMPAY may, on written notice to MERCHANT assign any or all of its rights and obligations hereunder to: (i) its Parent Corporation or an Affiliated Corporation, both terms as defined below, and (ii) a third-party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. For purposes of this Agreement, a Parent Corporation shall mean a company or entity owning over 50% of a Party and an Affiliated Corporation shall be one in which over 50% of the ownership interests are owned by a Party or by a Parent Corporation or the Parent Corporation of a Parent Corporation. Except as provided above in

this agreement GRAAMPAY may assign any or all of its rights and obligations under this Agreement to a third party only upon receiving the prior consent of the MERCHANT which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.

Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or any part thereof, the prevailing Party shall be entitled to recover its reasonable attorneys' and experts' fees and costs in addition to any other legal and/or equitable remedies to which it is entitled.

Modifications to Agreement. Notwithstanding anything contrary to this Agreement, GRAAMPAY has the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of GRAAMPAY services and/or platform with notice that GRAAMPAY in its sole discretion deems to be reasonable in the circumstances, including such notice on the website or any other website maintained or owned by the Company for the purposes of providing Services in terms of this Agreement. Any use of the GRAAMPAY Services and/or the platform after the publication of any such changes shall constitute acceptance of this Agreement by the MERCHANT as modified. However, any dispute that arose before the modification shall be governed by this Agreement that was in place before the dispute arose.

Specific Performance. MERCHANT agrees that damages may not be adequate remedy and that they shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or any such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the MERCHANT from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These

injunctive remedies are cumulative and are in addition to any other rights and remedies GRAAMPAY may have at applicable law or in equity, including a right for damages.

Additional Services Offered by GRAAMPAY. From time to time, GRAAMPAY may offer to the MERCHANT additional products and services, which may or may not be related to the processing of electronic financial transactions. In the event of such offers being made to the MERCHANT , MERCHANT shall indicate its desire to GRAAMPAY to decline such offers, failing which the MERCHANT shall be deemed to have accepted such offers and be liable for payment therefore. The Parties hereby agree that GRAAMPAY reserves the right to modify, alter and impose additional terms and conditions as may be decided by GRAAMPAY at its sole discretion and the same shall be effective and binding on both the Parties to the transaction.

Force Majeure. The obligations of each Party under this Agreement shall be suspended during the period and to the extent that that Party is prevented or hindered from complying with them by any cause beyond its reasonable control, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock- outs, labour disputes, act of God, Pandemic, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, unavailability of communication system, goods or raw materials in connection with the performance of this Agreement. In the event of either Party being so hindered or prevented, the Party concerned shall give notice of suspension to the other Party as soon as reasonably possible, stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that Party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than six months, either Party may terminate this Agreement by

giving the other Party prior 30 days' notice.

**Partial Invalidity.** If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent for any reason including by reason of any applicable law, the remainder of such provision and/or this Agreement and the application of such provision to persons or circumstances other than those which are held to be invalid or unenforceable shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

**Rights Cumulative.** All rights and remedies existing in this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under contract or applicable law.

**Authorization of Agreement.** Each Party represents and warrants that the person signing or electronically authorizing the Agreement or e-signing the agreement through Aadhar OTP is duly authorized to bind the Party to all provisions of this Agreement and that such person is authorized to execute any documents and to take any action on behalf of the Party, which may be required by the other Party now or in the future.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format (pdf)" or providing consent on website/platform or downloading the e-signed copy of the agreement from the MERCHANT Web/App shall be as

effective as signing and delivering the counterpart in person.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflicts of law provisions and, subject to the arbitration provision of GRAAMPAY.

SURVIVALThe provisions of this Agreement, which by their nature are intended to survive the termination or of this Agreement, including without limitation, the provisions of Representations and Warranties, Noncompete, non-solicitation and non-disclosure covenants, Intellectual Property, Confidentiality, Indemnity and Miscellaneous shall survive the termination of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands effective as of the day and year first hereinabove written.

A handwritten signature in blue ink, consisting of a stylized, overlapping loop and line pattern.

Authorized Signature