

## Terms and Conditions

### **TERMS AND CONDITIONS FOR APPOINTMENT AS RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR**

These terms and conditions (Terms and Conditions) shall apply to and govern the commercial arrangement between BATRA BROTHERS MANAGEMENT SERVICES. (herein after referred as 'BBMS') and the Retailer/Distributor/Star Distributor. These Terms and Conditions and any attachments hereto represent the entire agreement between BBMS and the Retailer/Distributor/Star Distributor and no changes to the same are binding unless they are in writing and intimated by the authorized representative of BBMS.

"BBMS" is a digital financial facilitation service provider, a proprietary firm having its registered office at 532-GX BLOCK, BRS NAGAR, LUDHIANA-141012 (hereinafter referred to as the **BBMS** which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns).

#### **1. OPERATION OF THE RETAIL /Distributor/Star Distributor OUTLET**

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

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

1.3 BBMS shall specify to the Retailer/Distributor/Star Distributor, the necessary infrastructure and equipment including but not limited to computer terminals, peripherals attachments, internet and broadband connectivity, mobile device and/or any such device with GPRS connectivity, HTML enabled, which is compatible enough to run BBMS Software/Services etc, for effectively providing the BBMS Services, which the Retailer/Distributor/Star Distributor shall acquire at its sole expense. In case of the MPOS Application, the Retailer/Distributor/Star Distributor shall be entitled to install the BBMS Software on that particular mobile device and/or any such other device, which is proposed to be registered with BBMS for availing BBMS Services, and no other mobile/device of the Retailer/Distributor/Star Distributor shall have such Software installed unless registered under the terms and conditions of this Agreement. Further, the Retailer/Distributor/Star Distributor shall prominently display the BBMS signage, signboards, logos, etc at a prominent place in the Retail Outlet, strictly in accordance with the directions issued by BBMS in this regard.

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

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

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

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

1.8 BBMS may, at its sole discretion and with or without consideration, provide training manuals, technology support, ongoing advice and assistance to the Retailer/Distributor/Star Distributor and designated employees of the Retailer/Distributor/Star Distributor, including, provision of brochures, pamphlets, charts, signboards, signage and other materials for the purposes of advertisement, promotion and marketing the Services. Any materials supplied by BBMS shall be utilized solely in relation to the provision of Services and the Retailer/Distributor/Star Distributor shall ensure that such materials are not utilized for any other purpose.

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

## 2. DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

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

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

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

## **1. ACCEPTANCE AND APPOINTMENT AS RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR**

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

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

3.3 : During the Term and subject to these Terms and Conditions, BBMS hereby appoints the Retailer/Distributor/Star Distributor and the Retailer/Distributor/Star Distributor hereby accepts the appointment as a BBMS Retailer/Distributor/Star Distributor, to establish and operate a retail outlet at such address as specified in the Retailer/Distributor/Star Distributor application form attached herewith for the purpose of marketing, selling and providing the Services (“Retail Outlet”). No changes to the address as mentioned in the Retailer/Distributor/Star Distributor Application form shall be permitted, except with the prior written consent from BBMS whereas such consent shall be signed by the Authorized Representative of the level of Vice President or above.

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

3.5 The Retailer/Distributor/Star Distributor may describe himself as an 'authorized Retailer/Distributor/Star Distributor' of BBMS, but must not hold [itself/himself] out as being entitled to bind BBMS in any way. The Retailer/Distributor/Star Distributor shall not make, cause or permit, directly or

indirectly, any description or projection of itself as a partner or employee or officer or representative of BBMS.

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

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

#### **4. PAYMENTS AND COMMISSIONS**

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

4.2 Working Capital: The Retailer/Distributor/Star Distributor shall maintain and deposit with BBMS working capital ("Working Capital") in a bank designated and intimated to the Retailer/Distributor/Star Distributor for this purpose ("Designated Bank") which will be an interest free deposit. The Working Capital limit may be increased from time to time by way of written intimation to the Retailer/Distributor/Star Distributor. The Retailer/Distributor/Star Distributor shall immediately deposit such further amounts to ensure that the Working Capital is maintained at the aforementioned amounts at all times.

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

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

4.5 Prices and discounts: All prices, charges, fees and discounts for all BBMS Services shall be determined, and may from time to time be revised, by BBMS at its sole discretion. The Retailer/Distributor/Star Distributor shall not collect cash from the customers by offering discounts on the Services which do not have BBMS's sanction. The Retailer/Distributor/Star Distributor shall also not provide any incentives, subsidies or do any act/ omission or thing, which shall have the effect of providing

incentives or subsidies on the Services. The Retailer/Distributor/Star Distributor acknowledges that BBMS has the right to alter the prices or nullify any sales that have been entered in the portal.

4.6 Taxes: All current and/or future taxes or similar fees including without limitation GST, value added tax, service tax and other local or municipal taxes shall be payable by the Retailer/Distributor/Star Distributor. Such amounts shall not be retained by the Retailer/Distributor/Star Distributor while retaining its commission. Payments made to the Retailer/Distributor/Star Distributor shall be subject to such withholdings as prescribed under applicable law. Subject to the aforesaid, BBMS assumes no responsibility for the tax compliance of the Retailer/Distributor/Star Distributor.

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

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

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

## **5. EMPLOYEES**

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

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

## **6. EXCLUSIVITY AND NON COMPETE**

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

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

(b) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of BBMS to terminate his or her employment or consulting relationship with BBMS, or to breach any other obligation to BBMS; (c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between BBMS and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of BBMS; or (d) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of BBMS or any trade name used by BBMS.

## **7. INTELLECTUAL PROPERTY**

7.1 No license under any patents, copyrights, trademarks or any other intellectual property rights of BBMS / its affiliates / its Service Provider(s) / third party(ies) is granted to or conferred upon to the Retailer/Distributor/Star Distributor by virtue of being the Retailer/Distributor/Star Distributor of BBMS. The Retailer/Distributor/Star Distributor shall not acquire any interest and right on the trademark(s), trade

name(s), logo, etc. of other party including BBMS by virtue of this Agreement and shall not use the logos, trademark of BBMS/owner of intellectual property on including interalia the Retailer/Distributor/Star Distributor's Rubber stamps, letterheads, Visiting Cards, websites etc. and/or any such material in whatsoever manner.

7.2. The Retailer/Distributor/Star Distributor agrees to protect the logo, trade name and trademark of BBMS and not use the same, in any unauthorised manner, whatsoever, including interalia as a tool for acknowledging payments accepted by the Retailer/Distributor/Star Distributor/his representative, thereby creating false impression about the authenticity of such acknowledgment / receipt. The Retailer/Distributor/Star Distributor hereby undertakes to indemnify, defend and hold BBMS harmless for all loss(es) / damage(s) arising due to infringement of this clause.

The Retailer/Distributor/Star Distributor is aware of the consequences, if at all, the Retailer/Distributor/Star Distributor and/or his representative are found in unauthorized use of BBMS logo/ trade name(s) in any manner, then strict action shall be taken against the Retailer/Distributor/Star Distributor, including permanent deactivation of his Services, but not limited to any other legal action which BBMS may deem fit and proper, under the provisions of law.

## **8. CONFIDENTIALITY AND SECURITY**

8.1 The Retailer/Distributor/Star Distributor agrees that all information disclosed by BBMS or which the Retailer/Distributor/Star Distributor gets in the course of negotiating this Agreement is confidential in nature and hence cannot be disclosed. Each Party may disclose the existence of this Agreement, but agrees that the terms and conditions of this Agreement will be treated as Confidential Information; provided, however, that each Party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body;

(b) as otherwise required by law; (c) to legal counsel of the Parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction.

8.2 The Retailer/Distributor/Star Distributor also agrees that on and from the date of this Agreement all information, which the Retailer/Distributor/Star Distributor may obtain from BBMS pursuant to this Agreement, shall be kept confidential by the Retailer/Distributor/Star Distributor and shall not be disclosed to any third party, save and except with the prior written consent of the BBMS.

### **SECURITY OF CONFIDENTIAL USER INFORMATION:-**

8.3 Security of POS User ID and Password: The Retailer/Distributor/Star Distributor shall be solely, exclusively and absolutely responsible and liable for safe-guarding and/or securing the confidentiality of the user id and passwords relating to access of BBMS Services and such other relevant information, in whatsoever name called pertaining to the Retailer/Distributor/Star Distributor/User Account of the Retailer/Distributor/Star Distributor.

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

8.5 Fraud/fake transactions: BBMS shall not be liable and/or responsible for any fraud/fake transactions occurring from the Retailer/Distributor/Star Distributor id by any third party. BBMS takes utmost care for encryption of the Retailer/Distributor/Star Distributor's personal details. However, BBMS cannot control

the misuse of the sensitive information like password/s once it is handed over to the Retailer/Distributor/Star Distributor. Retailer/Distributor/Star Distributors shall be responsible to follow standard guidelines for securing their id/password for the BBMS Software.

## **9. WARRANTIES AND COVENANTS OF THE RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR**

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

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

(b) at all times co-operate with BBMS's representative(s) and promptly report to BBMS any complaints or customer feedback relating to the Services which may come to the Retailer/Distributor/Star Distributor's attention;

(c) Conduct its operations in compliance with applicable law, these Terms and Conditions and all guidelines and instructions that may be provided by BBMS from time to time;

(d) Promote BBMS's business interests;

(e) not do or omit, or cause to be done or omitted, any act, deed or thing, directly or indirectly which may potentially result in any damage to, loss of reputation of or any loss to BBMS in any manner whatsoever;

(f) employ sufficient number of personnel to provide the Services, who shall be adequately trained to provide the Services;

(g) Ensure all personnel employed by it comply with these Terms and Conditions and the Retailer/Distributor/Star Distributor shall be solely responsible for all acts/omissions of such personnel;

(h) Not enter into any agreements with customers or any other third parties which are contrary to law or to these Terms and Conditions;

(i) adhere to and shall cause its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Retailer/Distributor/Star Distributor to provide the Services to adhere to the dress code and professional conduct and etiquette as prescribed by BBMS from time to time;

(j) ensure that none of the Services are denied to any person or group of persons or to any customer save and except with the express written consent and / or instructions of BBMS;

(k) not engage in any unfair or unethical trade or practice; (l) not permit unauthorized persons entry into the Retail Outlet and shall, under no circumstance, permit any unauthorized person to access the computer/server located at the Retail Outlet or access to information, material, accounts and records in relation to BBMS Services;

(m) not permit any other person whosoever, to conduct any business, trade or profession of any nature at the Retail Outlet; and

(n) obtain and maintain all required necessary approvals, permits, waivers, consents, registrations and licenses from the relevant authority to perform all its obligations under these Terms and Conditions.

9.2 The Retailer/Distributor/Star Distributor agrees that it shall be solely liable and responsible for any seizure of instruments provided by BBMS to it by any governmental authority for its actual or alleged illegal and unlawful act.

9.3 The Retailer/Distributor/Star Distributor agrees that it shall be solely liable and responsible for taking any type of Insurance including but not limited to Cash handling/transit Insurance, in accordance to provide protection to BBMS business accordingly from time to time.

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

customer and/or taken from the customer/s and the Retailer/Distributor/Star Distributor shall not put his own or any fake / wrong credentials on behalf of customer/s, in any manner whatsoever.

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

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

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

## **10. REPRESENTATIONS AND WARRANTIES**

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

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

## **11. MISCELLANEOUS**

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

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



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

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

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

11.6 Relationship: The Services rendered by the Retailer/Distributor/Star Distributor under this Agreement shall be provided to BBMS on "Principle to Principle" basis, and nothing in this Agreement creates or shall be deemed to

create the relationship of partners, a joint venture, employer-employee, or principal-agent between the Parties. The Retailer/Distributor/Star Distributor shall not, without BBMS's prior written approval, either on its invoices, letterheads or any other place or by any other means, orally or in writing, make any statement or representation, calculated or liable to induce others to believe that the Retailer/Distributor/Star Distributor is the agent of BBMS or do any act, deed or things to bind BBMS in any way in dealing with any third party (ies). The Retailer/Distributor/Star Distributor is providing services to the customers and any dispute with the consumer shall be sole responsibility of the Retailer/Distributor/Star Distributor.

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

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

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

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

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

11.12 Severability: If for any reason whatsoever any provision of these Terms and Conditions is or becomes, or is declared to be, invalid, illegal or unenforceable under applicable law, then the Parties will

negotiate in good faith to agree on one or more provisions to be substituted therefor, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. Such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms and Conditions, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained in these Terms and Conditions, and the remaining provisions of these Terms and Conditions shall be given full force and effect.

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

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

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

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

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

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

## **12. CHANGE IN RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR**

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

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

## **13. TERMINATION**

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

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

13.3 BBMS shall be entitled to terminate the appointment of the Retailer/Distributor/Star Distributor by written notice of Thirty [30] days to the Retailer/Distributor/Star Distributor in the following circumstances: (a) the Retailer/Distributor/Star Distributor commits any breach of any of the provisions of these Terms and Conditions and, in the case of a breach capable of remedy, fails to remedy the same within 15

(fifteen) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; (b) the Retailer/Distributor/Star Distributor at any time breaches any obligation in relation to BBMS Intellectual Property; (c) repeated failure to deposit the proceeds of transactions on a daily basis; (d) BBMS, subsequent to ascertaining the commercial viability of continuing the appointment of the Retailer/Distributor/Star Distributor, determines that the Retailer/Distributor/Star Distributor is not a fit person to carry out the obligations imposed on it;

(e) the Retailer/Distributor/Star Distributor assigns its rights and obligations under these Terms and Conditions in an unauthorized

manner; or (f) immediately upon the occurrence of: (i) the Retailer/Distributor/Star Distributor becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or

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

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

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

Upon termination of appointment of the Retailer/Distributor/Star Distributor (a) within Fifteen (15) days from the date of termination, should clear all amounts due to BBMS under these Terms and Conditions; (b) immediately return to BBMS all Confidential Information provided to the Retailer/Distributor/Star Distributor under this Agreement; (c) immediately return to BBMS all material provided to the Retailer/Distributor/Star Distributor under this Agreement; (d) immediately discontinue and cease to use the BBMS Intellectual Property and shall immediately hand over any and all copies or documentation of such Intellectual Property, including POPs and other manuals, the terminal and software supplied by BBMS, if any; (e) immediately and permanently remove the software or cause it to be removed from all human and machine readable media (or other memory devices); (f) return all originals and/or copies of the Confidential Information, including the publicity and marketing materials in its possession; (g) provide remote access to BBMS to disable any software that BBMS had installed; (h) remove all signboards, banners, glow signboards of BBMS from its office and also all such material, which will indicate any association with BBMS;

(i) cease to promote, market or advertise BBMS or its products/services; and (j) the Retailer/Distributor/Star Distributor shall grant BBMS, its employees or agents, access to its information technology systems for a period of Ninety (90) working days after termination.

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

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

13.9 In the event of termination of these Terms and Conditions, the Parties shall settle all claims existing between them, after reconciliation of the accounts. Thereafter, the Retailer/Distributor/Star Distributor

shall have no right or claim or entitlement of any kind of compensation or any other payment and BBMS shall not, under any circumstances, be liable or responsible, individually or collectively or fully or partly, for any kind of loss or expenses incurred by the Retailer/Distributor/Star Distributor including any loss of profits, opportunity cost.

#### **14. INDEMNITY**

The Retailer/Distributor/Star Distributor hereby undertakes to indemnify, defend and hold harmless BBMS, its affiliates, officers, directors, employees, agents, successors and assignees (collectively the "Indemnified Parties") from and against all claims, damages (special or consequential), losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from: (a) any action by a third party against the Indemnified Parties that is based on any negligent act, material omission or wilful misconduct of the Retailer/Distributor/Star Distributor or its employees, personnel, officers or agents and which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting thereof; or, (iii) any violation of any statute, ordinance, or regulation; (b) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the breach by the Retailer/Distributor/Star Distributor of any applicable laws, by-laws, regulations and guidelines; (c) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the Retailer/Distributor/Star Distributor representing/providing wrong information to third parties in an unauthorized manner on behalf of BBMS; (d) any loss, damage or prejudice suffered by reason of any claim or proceeding by any third party against any of the Indemnified Parties due to the infringement of BBMS Intellectual Property by the Retailer/Distributor/Star Distributor during the provision of the Services; (e) any loss, damage or prejudice suffered by any of the Indemnified Parties due to any claim made by the Retailer/Distributor/Star Distributor's employees against BBMS for non-compliance with any labour laws; and (f) any misrepresentation of any representation or warranty of the Retailer/Distributor/Star Distributor under these Terms and Conditions.

#### **15. Declaration**

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

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

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

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

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

15.5 Communication Disclaimer:-

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

I/we hereby also declare that I have also been apprised that these terms and conditions are also available on the website of the BBMS –“[WWW.FSKINDIA.COM](http://WWW.FSKINDIA.COM)” which have been duly perused by me on the website of the BBMS. I/We also undertake that and any change in the terms and conditions governing my/our appointment may not be notified by BBMS to me/us but shall be binding on me/us if the change in the terms and conditions are made online by BBMS. I/We undertake to keep myself/ourselves updated in respect of change in the Terms and Conditions initiated/made by BBMS in its Website-  
[WWW.FSKINDIA.COM](http://WWW.FSKINDIA.COM).

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

I/we shall inform immediately in case any excess amount is received in my portal by any means including by the distributor. I/we expressly authorise to the BBMS for withdrawing any excess amount given by mistake by the BBMS or by the distributor. I/we expressly accept the right of the BBMS to adjust any amount which I/we may owe to the BBMS at any point of time and even for the accrual of all kinds of liabilities which may fall upon me/us due to any kind of claim of the BBMS.

I/we shall remain always vigil in respect of my/our statement of transactions and balances in the statement and shall report any discrepancy therein to the BBMS immediately and not later than 24 hours from the time of discrepancy. I/we shall not hold BBMS responsible on account of any lapse on my/our part in this regards.

I/we undertake to always display the rate list of the applicable charges on domestic remittance and shall not overcharge the customers under any circumstances. I/we shall be responsible for payment of all kinds of the taxes including the service tax in respect of any charges realised from the customers/Retailer/Distributor/Star Distributors/end users on the domestic remittance.

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