

TERMS & CONDITIONS - COMBINED

It is agreed between Oxigen Services (India) Pvt. Ltd. (Oxigen) and Customer Service Point (CSP) - Retail Outlet (RO) as follows:

1. DEFINITIONS

- 1.1. In this agreement, including the schedules to this agreement, the following words and phrases shall have the following meaning:
 - 1.1.1. "RO" means such "Retail Outlet" or merchant establishment, which has been identified by the RMU and is willing or has entered into an arrangement with OXIGEN to retail OXIGEN Services
 - 1.1.2. "CSP" means Customer Service Point or merchant establishment who is willing to enter or has entered an agreement with OXIGEN to provide specified Banking Services to the end consumer
 - 1.1.3. "Banks" shall mean State Bank of India and/or any other Bank which is represented by Oxigen as their 'Business Correspondent' (BC).
 - 1.1.4. "Customer" shall mean customers of the Company (being the CSP-ROs), or the customer of the CSP-ROs, as the context may indicate.
 - 1.1.5. "End User" shall refer to the customer of the CSP-RO, to whom the CSP-RO makes a sale of prepaid products/services or specified Banking Services.
 - 1.1.6. "Oxigen" shall mean 'Oxigen Services (India) Private Limited' (the Company or BC)
 - 1.1.7. "PIN Number" refers to a unique identification number, which upon input into end-users phone instrument grants the end-user a recharge of prepaid products/services as offered by the Company.
 - 1.1.8. "Recharge Voucher" refers to a physical recharge card with a PIN Number having the facility to top up the prepaid products/services as offered by the Company from time to time. In case of a PINLESS transaction, the recharge voucher will be called a recharge receipt.
 - 1.1.9. "Non-refundable Deposit" refers to the initial amount paid by the CSP-RO to the Company for the purpose of provisioning the Company's service(s) of mobile recharge distribution/ banking services as BC, to the CSP-RO by providing him a login ID and a password and setup cost associated with it. Such money is a one time cost to the CSP-RO to begin service and is not refundable except under the schemes launched by the Company from time to time.
 - 1.1.10. "RMU" refers to Retail Outlet Management Unit, a distributor, appointed by Oxigen to promote, distribute and market retail sale of the OXIGEN Services through a network of CSP-ROs to be signed up and managed by the RMU for and on behalf of OXIGEN as per OXIGEN business and retail strategy & policies.
 - 1.1.11. "Security Deposit" refers to any security, cash or otherwise, given by the CSP-RO to the Company for the purpose of provision of Terminal Equipment and or/prepaid products/services or any accessory by the Company. Such money will not carry any interest unless otherwise agreed specifically.
 - 1.1.12. "SP" shall refer to any Service Provider with which the Company has an agreement to distribute products/services.
 - 1.1.13. "Terminal Equipment" shall refer to electronic hardware devices that are capable of accepting the input of data and communicating such data to various remote computer networks and interchanging information. Computer system with prescribed configuration and licensed Operating Software (OS) shall refer to electronic hardware devices capable of receiving data, its process and communicating output data through internet having login ID and password to be provided by bank for banking services.
 - 1.1.14. "Software Program" shall refer to various Software Programs supplied by the Company that can be installed into Terminal Equipment or computer tills enabling the dispensation of prepaid products/services electronically.
 - 1.1.15. "Effective Date" shall be the date of signing this agreement.
 - 1.1.16. "Specified Banking Services" means the services to be distributed by CSP-RO, offered by banks as specified services, from time to time and broadly described as under:
 - (a) No Frills Savings Bank A/c through CSP-RO model (b) Home Loans/Loans Against Property (c) Auto Loans (d) Loan Against TDR/NSC/KVP etc. (e) Gold Loans and SME Loans (f) General purpose credit card (g) Kisan Credit Card (h) Current Account (i) Saving A/c other than No Frills A/c
 - (j) Term Deposit A/c
 - (k) Recurring Deposit A/c
 - (l) Mutual Funds on referral basis

2. PREAMBLE

- 2.1. The CSP-RO wishes to become a retailer of Company for providing electronic prepaid products and services, specified banking services as BC being offered by the Company from time to time on behalf of the various SP/Banks with whom the Company has distribution arrangements.
- 2.2. The Company wishes to appoint the CSP-RO as a point of sale retailer for electronically distributing the prepaid products/services of SP, specified banking services of banks through the Terminal Equipment or through Internet as per agreed terms and conditions.
- 2.3. The CSP-RO can order prepaid products/services or can carry out specified banking services of banks using the Terminal Equipment supplied by the Company or through Internet or Mobile in order to instantly download the same if sufficient balance of the CSP-RO is available with the Company.
- 2.4. The Parties accordingly wish to record the basis of their agreement and their respective rights and obligations as under:

3. PROVISION OF TERMINAL EQUIPMENT AND SOFTWARE

- 3.1. The Company agrees to supply, install, integrate and commission a Terminal Equipment with requisite software at the CSP-RO or through Internet or mobile that is capable of communication with the servers/network of the Company/Banks for acceptance of

orders of stock of prepaid products/services, electronic delivery of stock and dispensing electronic prepaid products/services or downloading/printing PINs for purchase by end-users of prepaid products/services for facilitating specified banking transactions by electronic dispensing of services to the end users.

- 3.2. The Terminal Equipment/Internet/Mobile shall be operated at the CSP-RO's cost.
- 3.3. The Oxigen may levy software charges from CSP-RO as per circulars/notifications issued from time to time.

4. SECURITY DEPOSIT/MINIMUM BALANCE

- 4.1. Unless otherwise agreed in writing, the CSP-RO agrees to give a one time Non-refundable Deposit only to the Company for enrolling the CSP-RO and setting him up as a registered CSP-RO of the Company for the purpose of distributing prepaid products/services of various SPs or providing specified Banking Services either through the Terminal Equipment or through Internet or Mobile. This Non-refundable Deposit will be non-refundable and is a charge towards setting up costs of the Company.
- 4.2. The CSP-RO agrees to provide an interest free security deposit for Terminal Equipment of an amount as mentioned in Form 1 annexed to this agreement against the Terminal Equipment supplied by the Company which will not be payable in case of web based accounts.
- 4.3. The CSP-RO agrees that the business done through this account will be as per Form 1 failing which the Company has the right to cancel this agreement and be refunded after the Terminal Equipment is received by the Company.

5. DISPENSATION OF SPECIFIED BANKING SERVICES

- 5.1 Oxigen shall have exclusivity at the CSP for banking services. Hence, CSP shall source and provide services of the bank authorized by Oxigen only.
- 5.2 CSP-RO must have a reasonably good computer system with licensed software and adequate antivirus software to run the BC's prescribed program. The cost and maintenance of computer system and software shall be borne by CSP-RO. Any breakdown in hardware and software should be promptly informed to Oxigen.
- 5.3 CSP-RO shall be provided necessary guidelines and support besides training to start business effectively.
- 5.4 CSP-RO shall maintain secrecy of transaction carried by its customers according to Fair Practice Code of IBA. It will not resort to harassment and intimidation for lending and collection of dues from borrowers of its customers, relatives or their friends.
- 5.5 CSP-RO shall issue receipts of transactions to customers generated through system and no manual receipt will be valid. Responsibility of issuing manual receipt shall be of CSP-RO and non compliance will result in cancellation of CSP-RO.

In case of illiterate customers, the CSP-RO shall follow guideline of IBA, RBI or the Bank issued from time to time.

6. CHARGES AND PAYMENTS

- 6.1. Payments for prepaid products/services purchased by the CSP-RO shall be made in advance to the Company through RMU.
- 6.2. The charges payable by the CSP-RO for products/services ordered for various denominations of various SPs shall be an amount equivalent to the face value of the airtime thereof, less the discount applicable as may be stipulated by the Company from time to time. The initial discounts shall apply from the effective date as set out in this agreement.
- 6.3. Once an order placed by the CSP-RO is executed and the products/services are delivered to the Terminal Equipment, all risks pertaining to that products/services supplied by the Company shall lie with the CSP-RO. The Company shall be entitled to charge the CSP-RO any cash handling fee and/or other banking fees and/or other relevant administration fees that may be incurred by the Company as a result of the CSP-RO depositing funds into the Company's account and/or for any debit instructions that the Bank may charge.
- 6.4. CSP-RO shall be paid fees and commission by Oxigen as announced through circulars issued from time to time or as amended from time to time and will be subject to TDS and other taxes as per the laws applicable
- 6.5. The Company may charge fees from CSP-RO like software or terminal upgradation fee or any other fee to recover the cost of upgradation/installation of software/terminal/any other equipment.

7. CANCELLATION / TERMINATION / FORFEITURE

- 7.1. This agreement may be terminated in the case of the Company by giving the CSP-RO ten (10) days written notice or in case of the CSP-RO by giving the Company ten (10) days written notice.
- 7.2. In case of termination of agreement or cessation of business as mentioned in clause 6.1. above, the CSP-RO will be obligated to return the Terminal Equipment to the Company within next fifteen (15) days in good working condition. Failure to do so would entitle the Company to forfeit the Trading Balance and Security Deposit lying to the credit of the CSP-RO.
- 7.3. The CSP-RO shall be liable for a cancellation fee of 10% of the Security Deposit unless otherwise agreed in writing in Form 1 in case of notice given by the CSP-RO to cancel any of the services within six (6) months of signage thereof.
- 7.4. Should the CSP-RO wish to cancel the agreement with the Company, it is the CSP-RO's responsibility to return the Terminal Equipment or any other accessory in proper working condition from its outlet.
- 7.5. The Company reserves the right, at its sole and absolute discretion, to disconnect or suspend this arrangement to the CSP-RO without explanation and without notice, should the CSP-RO not fulfill any of his obligations herein or should the Company suspect that the CSP-RO is not acting in good faith or should any fraudulent activity be suspected or for any reason whatsoever. The CSP-RO shall be liable for any amount due or those that have become payable prior to the date of suspension/disconnection.
- 7.6. The Company has the right to forfeit the security deposit of the CSP-RO along with unused Trading Balance in case the CSP-RO neither has done any transactions using the terminal during the last thirty (30) days nor has returned the terminal in good working condition to the Company.
- 7.7. The amount of security deposit shall be returned to the CSP-RO upon termination of this agreement only on fulfillment of all the obligations by the CSP-RO, as stipulated herein.

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

7.9 The terminal is property of the company at all times. CSP-RO/RMU has no right, whatsoever, on the ownership of terminal or any other asset provided by the company. Upon forfeiture, CSP-RO/RMU is under real obligation to return the terminal in good working condition. Failing to return terminal to company entitles company to recover the terminal along with cost of recovery of the terminal.

8. NO PARTNERSHIP

8.1. The Company, the RMU and the CSP-RO are independent businesses and the arrangement between them is purely contractual as governed by the terms and conditions of the respective agreement and nothing contained herein shall be interpreted in such a way as to imply that the Company, RMU and the CSP-RO are partners or employer/employees, joint undertakers or shareholders for any purpose whatsoever.

8.2. It is specifically agreed that the CSP-RO shall not be deemed to be the agent of bank, except in respect of banking transactions which gives rise to principal agent relationship by implication

8.3. Neither CSP-RO nor its employee shall be entitled to claim permanent absorption or benefit against the bank.

9. DAMAGES

9.1. The Company is hereby exempted from and shall not be liable under any circumstances whatsoever to the CSP-RO for any loss, damage, whether direct, indirect, consequential or otherwise, or for any loss of profits, or other special damages of any kind whether within contemplation of the parties or not, that the CSP-RO may suffer as a result of any breach by the Company on any of its obligations under this agreement or otherwise.

9.2. The CSP-RO indemnifies the Company against any action for damages or otherwise (resulting as a direct or indirect consequence of the Company's performance) brought against it, by customer, and/or an end user and/or any other party.

10. DISPUTES

10.1.The CSP-RO shall be liable for all legal costs (including attorney and client costs) incurred by the Company in enforcing its rights in this agreement as well as for expenses incurred by the Company in exercising any rights arising out of breach of the CSP-RO's obligations herein including but not limited to collection charges and/or tracing fees.

10.2.Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the Parties hereto relating to or concerning or arising out of this Agreement, the same shall be referred to the sole arbitration of the Chairman and Managing Director of Oxigen, or his nominee, whose decision shall be final and binding on the Parties.

10.3 All disputes, obligations, performance, interpretations arising out of this agreement shall be construed under Indian laws and subject to the jurisdiction of courts at Gurgaon, Haryana.

11. ELECTRONICS AND SOFTWARE FACILITIES

11.1.Ownership of any Terminal Equipment supplied to the CSP-RO shall vest with the Company and shall be returned to the Company by the CSP-RO, at the CSP-RO's own cost and expense, within fifteen (15) days after termination of any part of this agreement.

11.2.The CSP-RO shall be liable for the replacement costs of any of the relevant items should it fail to return such equipment within fifteen (15) days in good working order condition. All risks including the risk of destruction by any kind or loss of equipment in any way shall pass on to the CSP-RO, upon taking delivery of the Terminal Equipment from the Company.

11.3.The CSP-RO is not permitted to sell/transfer or assign Terminal to any third party.

11.4.The CSP-RO is not permitted to transfer or shift the Terminal from one place to another place without the prior approval of the Company.

11.5.Ownership and copyright to any software program associated with the Terminal shall vest solely with the Company. The CSP-RO shall be responsible and held liable for any unauthorized copying or modifications thereto.

12. AMENDMENTS AND NOTICES

12.1.The Company may amend or substitute any terms and conditions of this agreement and/or any charges by giving a thirty (30) days notice addressed to the CSP-RO or by including the amendment or substitution on or with statement sent to the RO.

12.2.The Company shall, with notice to the CSP-RO, cancel or withdraw, with immediate effect, any effective discount applicable to the CSP-RO account.

12.3.A notice sent to the CSP-RO shall be deemed to have been received by the CSP-RO within seven (7) days after sending date. The CSP-RO shall be bound by the amendments and/or substitutions unless the Company has been notified otherwise in writing within seven (7) days after receipt of notice.

13. UPGRADATION OF TERMINAL OR SOFTWARE

13.1.The Company reserves the right to upgrade, modify or alter the software or Terminal Equipment or any other equipment provided to the CSP-RO, at anytime, by giving the CSP-RO prior notice of such upgradation.

13.2.In the event of upgradation, CSP-RO shall be liable to return the old Terminal/Modem or any other equipment in proper working condition to the Company and to pay the requisite installation/upgradation fee, if any.

13.3.In the event of upgradation, Company, at its option, may convert the refundable security

deposit into non-refundable security deposit, as charges for use of such upgraded equipment.

13.4.Upon termination of the CSP-RO Agreement/Arrangement for any reason whatsoever, the CSP-RO shall be obliged and liable to return the upgraded equipment in proper working condition to the Company.

14. UNDERTAKINGS BY THE CSP- RO

14.1.The CSP-RO undertakes not to do anything that damages the good name and reputation of the Company, it's subsidiaries or it's holding Company or the SP and/or Banks and shall protect and enhance the good name and reputation of the Company in the fulfillment of its obligations under this agreement.

14.2.To procure that such promotional or advertising material as may be provided by the Company or SP or Bank from time to time to the CSP-RO displayed at all times in the CSP-RO outlets in accordance with the directions and requirements of the Company.

14.3.To indemnify the Company and the SP and/or Banks against any loss, penalties or damages suffered by the Company as a result of the CSP-RO or its outlet failure to comply with all obligations, which may fall on the CSP-RO arising out of this agreement, including annexure hereto and any service level procedure manuals, as shall be made available to the CSP-RO from time to time.

14.4.To procure the compliance of the CSP-RO's outlets with all provisions of this agreement in the same manner as the CSP-RO is obliged to comply therewith.

14.5.In the event of the Company being aware of any breaches of the provisions of this clause or any provisions of the agreement by any of the CSP-RO outlets, the Company shall be entitled, without prejudice to any of its rights, to terminate services to the CSP-RO.

14.6.Not to sell the products/services of at prices above or below the marked price and not to overcharge the end user the fees/charges as indicated by the Company or Bank. The CSP-RO will also be directly liable to the Company, in case of breach of this condition.

14.7.Not to indulge in or promote any unlawful, illicit or illegal activity or purposes pertaining to the line of business of the agreement or products mentioned herein. Any such activity noticed by the CSP-RO in the market place must be brought to the notice of the Company immediately.

14.8.Not to provide service of a similar nature from a competing company from the premises where the Terminal Equipment is installed, during the validity of this Agreement.

15. CONFIDENTIALITY

15.1.The CSP-RO shall not, without the prior written consent of the Company use or disclose any information whatsoever relating to any transactions to any other person or otherwise use any information acquired by it in relation to the Customers other than for the purposes of this agreement, unless such information is required to be disclosed by statutory or regulatory authority of competent jurisdiction. The confidentiality condition shall continue in force even after the termination of this Agreement in respect of information obtained during the subsistence of this Agreement.

15.2 CSP-RO is aware that all information disclosed by Bank or Company or SP and received by Ro is of confidential in nature and having regard to sensitive nature of such information and record, specifically agree to maintain secrecy and confidentiality of all the information.

16. COMPLIANCE WITH LAWS

16.1 CSP-RO shall be liable for applicability of laws concerning rendering of services as provided under this agreement.

16.2 CSP-RO shall maintain and procure necessary licenses and approvals from relevant authorities as per the law.

16.3 CSP-RO shall be liable for compliance of applicable labor laws and retirement benefits in respect of his/her establishment.

17. MAINTENANCE OF RECORDS

17.1 For banking services CSP-RO shall maintain and ensure safe custody of all records so as to enable the Banks and RBI or any other authority appointed by them to inspect them.

17.2 The Company shall have all the rights to monitor and access the performance of CSP-RO and instruct the CSP-RO to rectify the deficiencies as pointed out as a result of audit conducted by the Company/Bank/RBI.

18. GENERAL

18.1.The Company shall have the sole and exclusive right of whether to approve or decline to enter into this agreement with the CSP-RO or alternatively to exclude the offering of certain plans as contemplated herein.

18.2.The CSP-RO agrees that all the terms and conditions mentioned herein are all material to this agreement and agrees to comply therewith.

18.3.The obligations herein shall apply jointly and severally to the CSP-RO and his assigns.

18.4.The provisions of this agreement shall, as far as permitted by law, be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title.

18.5.The CSP-RO may not cede or assign any of its rights or obligations in terms of this agreement without the prior written consent of the Company.

Signed: CSP-RO: Authorized Signatory:
Name:
Date:

The Company: Authorized Signatory:
Name:
Date: Stamp: