



TPIPAY FINTECH PRIVATE LTD

COLLECTION SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into on the Effective Date by and between: **30th December 2025**

TPIPAY FINTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at Plot No-1367/3053, Khata No-644/1188, Laxmisagar (Khorda), Khorda, Bhubaneswar, Odisha, India - 751006 ("which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) being the party of the COMPANY or FIRST PARTY.

AND

ABCDE MISSION EDTECH PVT LTD, a company incorporated under the Company Act. 2013, having its registered at **278, Jawahar Marg, Indore, Indore, Madhya Pradesh, 452002** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) being the party of the MERCHANT or SECOND PARTY.

WHEREAS:

The Merchant is engaged in the business primarily of providing **one-stop solution for all the educational needs** and to carry out such other allied business in connection thereto or to apt such other business or business as partner mutually agreed to carry on in the course of subsistence of this Agreement.

The TPIPAY FINTECH PRIVATE LIMITED is in the business of providing payment processing services, including but not limited to, facilitating the collection of payments from customers on behalf of merchants **(PAY-IN) AND DISBURSING FUNDS TO CUSTOMERS (PAYOUT)** via **WALLET CHANNELS**.

The Parties desire to enter into an agreement whereby the TPIPAY FINTECH PRIVATE LIMITED will provide **WALLET PAY-IN AND WALLET PAYOUT** services to the Merchant, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

Definitions

For the purpose of this Agreement, the following terms shall have the meanings ascribed to them below:

- A. "Acquiring Bank":** A financial institution that processes credit or debit card payments for products or services on behalf of a merchant.
- B. "Chargeback":** A reversal of a payment transaction initiated by a cardholder's issuing bank **OR WALLET PROVIDER**, typically due to fraud, unauthorized transactions, or disputes regarding goods/services.
- C. "Customer":** Any individual or entity making a payment to the Merchant for goods or services **OR RECEIVING A PAYOUT FROM THE MERCHANT**.
- D. "Dispute":** A disagreement or claim raised by a Customer regarding a transaction, which may lead to a Chargeback.
- E. "Effective Date":** The date on which this Agreement comes into force, as stated above.
- F. "Fees":** The charges payable by the Merchant to the TPIPAY FINTECH PRIVATE LIMITED for the Services, as detailed in Annexure B.
- G. "Issuing Bank":** The financial institution that issues credit or debit cards to cardholders.
- H. "Payment Gateway":** The technology that connects the Merchant's website or application to the payment processing network, enabling online transactions.
- I. "Payment Method":** The various means by which Customers can make payments **OR RECEIVE PAYOUTS**, including but not limited to **DIGITAL WALLETS**, credit cards, debit cards, net banking, and other approved methods.

"Processing Services" or **"Services"**: The payment collection (**PAY-IN**) and remittance/disbursement (**PAYOUT**) services provided by the TPIPAY FINTECH PRIVATE LIMITED to the Merchant under this Agreement.

- J. **"Refund"**: The reversal of a payment transaction initiated by the Merchant to return funds to a customer.
- K. **"Settlement Account"**: The bank account designated by the Merchant for receiving Pay-Ins from the TPIPAY FINTECH PRIVATE LIMITED.
- L. **"Transaction"**: Any payment made by a Customer to the Merchant (**PAY-IN**) OR BY **MERCHANT TO CUSTOMER (PAYOUT)** through the TPIPAY FINTECH PRIVATE LIMITED platform.
- M. **"PAYOUT"**: the disbursement of funds from the merchant's account/dashboard to a designated customer wallet.

SCOPE OF THE AGREEMENT:

- 1. Vide execution of the Application Form and this Agreement, the First Party to receive and, subject to acceptance of the offer by the Second Party and the payment of the relevant fees and charges by the Second Party, the Second Party agrees to avail Payment Services on the terms set out in this Agreement and agrees to comply with all the terms and conditions provided in this Agreement.
- 2. **WALLET INTEGRATION PROVISION**: Offering a secure, reliable, and high-availability **API** that integrates with the Merchant's website, application, or point-of-sale system **FOR BOTH PAY-IN AND PAYOUT CAPABILITIES**.
- 3. Transaction Processing: Facilitating the complete lifecycle of a Transaction, including Authorization, capture of funds, and settlement with Acquiring Banks **AND WALLET PROVIDERS**.
- 4. Fund Collection and Remittance: Collecting funds from Customers on behalf of the Merchant and remitting such collected funds (net of Fees, Chargebacks, Refunds, **PAYOUTS**, and other deductions) to the Merchant's designated Settlement Account in accordance with the Pay-In Schedule.
- 5. **FUND DISBURSEMENT (PAYOUT)**: facilitating the transfer of funds from the merchant's pre-funded balance or settlement balance to customer wallets as instructed by the merchant via api.

6. The TPIPAY FINTECH PRIVATE LIMITED shall use commercially reasonable efforts to ensure the continuous availability and optimal functionality of its Services, aiming for [e.g., 99.9%] uptime, subject to scheduled maintenance, unforeseen outages, network disruptions, or force majeure events.
7. The TPIPAY FINTECH PRIVATE LIMITED shall endeavour to provide prior notice for any planned maintenance that may impact Service availability.
8. The TPIPAY FINTECH PRIVATE LIMITED reserves the right to update, modify, or enhance the Services from time to time, provided that such changes do not materially degrade the core functionality of the Services

TERM

This Agreement shall remain in force for a period of 1 (One) year from the Effective Date, unless terminated in the manner provided herein. Upon expiry of the term, First Party will extend the term for a further period of [1] (One) year on similar terms or agreed mutually by the parties if everything remains within the scope of this agreement and no fraudulent activities are done by the second party.

FINANCIAL ARRANGEMENT

The financial arrangements between the Parties, including fees, commissions, and any charges for Pay-In **AND PAYOUT** Services, are provided in Annexure B to this Agreement.

(The Annexure has been updated to include the terms and commission structure applicable for Pay In **AND PAYOUT** transactions.)

TPIPAY FINTECH PRIVATE LIMITED OBLIGATIONS

- a) First Party shall provide the Services in a professional, diligent, and commercially reasonable manner, in accordance with the terms of this Agreement and industry best practices.
- b) First Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of India.

- c) It has all requisite power, authority, and approvals required to enter into this Agreement and perform its obligations.
- d) This Agreement constitutes a legal, valid, and binding obligation of First Party.
- e) The execution or performance of this Agreement does not conflict with any constitutional documents, law, or agreement binding on First Party.
- f) There are no pending or threatened legal or governmental actions that could materially affect First Party's ability to fulfil its obligations.
- g) All documents and information provided by First Party have been fully disclosed and are accurate.
- h) First Party shall comply with all Applicable Laws and regulations relevant to the provision of its Services, including those related to **WALLET** payment processing, anti-money laundering, and data security.
- i) First Party shall provide reasonable technical and operational support to the Merchant during its standard business hours to assist with issues related to the Services.

OBLIGATIONS AND UNDERTAKING OF MERCHANT:

- Merchant shall be responsible for their website/mobile application platform with approved KYC process, user evaluation, risk assessment, user portfolio and risk monitoring in accordance with the applicable laws and regulations for the time being in force or as may be amended from time to time.
- Any penalty imposed on TPIPAY FINTECH PRIVATE LIMITED by NPCI or RBI or any other regulatory authorities based on related Merchant Transaction for non-compliance of above- mentioned process which is directly attributable on part of Merchant, shall be liable to be borne by the Merchant only.
- Merchant shall Cooperate to take appropriate action for **Fraud transaction** which includes-
 - a) TPIPAY FINTECH PRIVATE LIMITED can take remedial action on the fraud transactions by way of adding blacklist merchant to negative list (including all their id details, documents), holding any or all available settlement funds and permanently block and deactivate merchant.

- b) TPIPAY FINTECH PRIVATE LIMITED have right to investigate transactions, if merchant involvement in any illegal activity.
- c) In order to safeguard the interest of affected entities/parties including end customer, TPIPAY FINTECH PRIVATE LIMITED or Sponsor Bank, to file a Police Complaint / First Information Report against merchant/s wherever required, and
- d) any other action as suggested or instructed by TPIPAY FINTECH PRIVATE LIMITED or Sponsor Bank, government authority or judicial body.

- Merchant shall manage their website or application payment complaints, address grievances and escalate any complaint related to TPIPAY FINTECH PRIVATE LIMITED's scope to TPIPAY FINTECH PRIVATE LIMITED.
- Merchant shall report any suspicious transactions to TPIPAY FINTECH PRIVATE LIMITED and raise the alarm as per set Merchant process or policy.
- Merchant shall comply at all times with all licenses, registrations, laws, rules and regulations as may be applicable and/or operational guidelines/rules/circulars of statutory bodies such as Reserve Bank India etc., Financial Institutions and Payment Method Providers enforced for time being and/or as may be amended from time to time.
- Merchant agrees to put up notices, disclaimers or warranties as may be requested by TPIPAY FINTECH PRIVATE LIMITED or other relevant parties and shall comply with the aforesaid requests forthwith.
- Merchant shall be responsible and accountable for proper and prudent maintenance of authorization letters/required necessary documents with regard to transactions and provide in such form and manner as may be required by TPIPAY FINTECH PRIVATE LIMITED from time to time, information and related documentation in respect of transactions.
- Merchant shall ensure at all times that all its employees/personnel are bound by the terms of this Agreement and ensure their employees/personnel conduct themselves in a manner essential for the purpose of carrying out the terms of this Agreement.
- Merchant shall inform TPIPAY FINTECH PRIVATE LIMITED in writing of all changes in it, constitution, directors, partners, trustees, etc., listing out the names and details

of the personnel in charge of the management and affairs of Merchant. Merchant shall further inform TPIPAY FINTECH PRIVATE LIMITED of its change of ownership or legal status or its cessation of business not less than thirty (30) working days prior to its effective date of change/cessation.

- Merchant understands that Merchant alone shall decide the amount of **PAYOUT** disbursement to the End user and once disbursed the said amount cannot be reversed and that company will not be able to offer any solution to the Merchant in such a Further, company shall also not be responsible for any disbursements made to a wrong End User, made to a person who is not an End User, excess amount of disbursements or any other scenario which are not in the control of company.
- Merchant shall use the **WALLET SERVICES**/Company's API provided by Company only for the above specified line of business and purpose.
- If the Merchant alters its methods of doing business/ line of business/ and subsequent usage of Company's API/panel, then the said change is to be informed to company in advance.
- Merchant use of **PAY-IN & PAYOUT PLATFORM** is non-exclusive and non-transferable and
- Merchant shall not share the access to Pay-In **AND PAYOUT** Platform to any third parties, or use Pay-In **AND PAYOUT** Platform for any other commercial purpose, except to the extent explicitly provided in this Agreement.
- The Merchant shall not use the Pay-In **OR PAYOUT** Platform for providing any domestic money transfer ("DMT"). The Merchant shall initiate Pay-In only from its own Bank account **OR WALLET**.
- The Merchant acknowledges that maintaining a low Chargeback ratio is fundamental to this Agreement.
- The Merchant shall be deemed in material breach of this Agreement if its Chargeback Ratio, as determined by TPIPAY FINTECH PRIVATE LIMITED, exceeds 1% in any calendar month or for two consecutive months.
- Such breach shall entitle TPIPAY FINTECH PRIVATE LIMITED to exercise all its rights under this Agreement, including but not limited to imposing reserves, holding settlements, suspending services, and terminating this Agreement with immediate effect.

- Merchant unconditionally and irrevocably agrees and acknowledges that in the event the Merchant breaches any of the above obligations or if at any time Company in its sole discretion decides that Merchant has used the Services for any wrongful purpose or in a manner that may cause any harm to Company or bring any disrepute to Company, Company shall be fully entitled to terminate this Agreement and/or suspend the Services or discontinue the Services of the Merchant with immediate effect without any prior written notice to the Merchant.
- The Merchant confirms that it will comply with all the guidelines / notifications / circulars released by NPCI or RBI from time to time related to UPI payments, **WALLET PAYMENTS**, merchant onboarding policy, etc.

DISPLAY OF PRODUCTS AND SERVICES

Second Party shall have access to inventory details and pricing information for all Products and Services (inclusive of Pay In Services) via the Website /Application integration provided by First Party upon execution of this Agreement.

FEES AND PAYMENTS

Fees: Merchant shall pay TPIPAY FINTECH PRIVATE LIMITED the fees for the use of the API and Fintech Services as set forth in Annexure B attached hereto and incorporated herein by reference.

Payment Terms: All fees shall be paid by Merchant in Rupees within **15** days of the date of the invoice. Overdue payments may be subject to interest at the rate of **1.5%** per month or the maximum rate permitted by Law, whichever is lower.

Taxes: All fees are exclusive of any applicable taxes, duties, or levies, including but not limited to GST/VAT, sales tax, and withholding tax. Merchant shall be responsible for paying all such taxes, excluding taxes based on TPIPAY FINTECH PRIVATE LIMITED's net income. If Merchant is required by Law to withhold any taxes, Merchant shall provide TPIPAY FINTECH PRIVATE LIMITED with official tax receipts or other appropriate documentation to support such withholding.

Disputes: If Merchant disputes any invoice, it must notify TPIPAY FINTECH PRIVATE LIMITED in writing within 2 days of receiving the invoice, providing reasonable details of the dispute. The Parties shall work in good faith to resolve any disputed amounts promptly.

CHARGEBACK RESPONSIBILITY AND LIABILITY

Ultimate Liability: Merchant acknowledges and agrees that it is ultimately responsible for all Chargebacks arising from transactions processed through the API of TPIPAY FINTECH PRIVATE LIMITED. TPIPAY FINTECH PRIVATE LIMITED acts solely as a facilitator of the payment processing services.

Indemnification for Chargebacks: Merchant shall indemnify, defend, and hold harmless TPIPAY FINTECH PRIVATE LIMITED, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and Chargeback Fees) arising out of or in connection with any Chargeback, regardless of the reason for the Chargeback.

Deduction of Chargebacks: TPIPAY FINTECH PRIVATE LIMITED is hereby authorized to deduct the full amount of any Chargeback, plus any associated Chargeback Fees, directly from:

- a. Funds held by TPIPAY FINTECH PRIVATE LIMITED on behalf of the Merchant.
- b. Future settlements due to Merchant.
- c. Any other funds or accounts of the Merchant known to TPIPAY FINTECH PRIVATE LIMITED. If sufficient funds are not available, Merchant shall immediately remit the outstanding amount to TPIPAY FINTECH PRIVATE LIMITED upon demand.

Notification: TPIPAY FINTECH PRIVATE LIMITED shall promptly notify Merchant of any Chargeback received through its payment processing channels. Such notification will include details of the Chargeback, including the transaction amount, date, Customer details (if available and permissible), reason code, and any deadlines for response.

Evidence Submission: Upon receiving a Chargeback notification, Merchant shall, within **48 hours** provide TPIPAY FINTECH PRIVATE LIMITED with all necessary documentation and evidence required to dispute the Chargeback (e.g., proof of service delivery, game logs, user activity, communication with Customer, terms and conditions accepted by Customer).

Representation Efforts: TPIPAY FINTECH PRIVATE LIMITED will submit the provided evidence to the Acquirer for Representation. Merchant acknowledges that TPIPAY FINTECH PRIVATE LIMITED's role in the Representation process is limited to submitting the evidence provided by Merchant and communicating the outcome. **TPIPAY FINTECH PRIVATE LIMITED does not guarantee the success of any Representation.**

Merchant's Role in Dispute Resolution: Merchant shall cooperate fully with TPIPAY FINTECH PRIVATE LIMITED and Acquirers in investigating and resolving Disputes and Chargebacks. This includes, but is not limited to, responding to information requests, providing clear and concise explanations, and communicating with Customers where appropriate. **Merchant is solely responsible for resolving any direct disputes with Customers.**

TPIPAY FINTECH PRIVATE LIMITED shall monitor the Chargeback Ratio of transactions associated with Merchant and its Sub-Merchants.

If Merchant's Chargeback Ratio exceeds two (2) consecutive months or if the volume of Chargebacks reaches a level deemed excessive by TPIPAY FINTECH PRIVATE LIMITED or its Acquirers, TPIPAY FINTECH PRIVATE LIMITED reserves the right to take any of the following actions, immediately and without prior notice:

Suspend Services: Temporarily suspend or limit the provision of Fintech Services, including payment processing capabilities, to Merchant or specific Sub-Merchants.

Terminate Agreement: Terminate the Principal Agreement and this Addendum

CONTINUITY OF GATEWAY CHANNELS

- a)** First Party shall notify Merchant at **least [24] hours** in advance of any scheduled maintenance expected to impact gateway access or transaction processing. Emergency maintenance may be conducted without notice, but Provider will notify Merchant as soon as practicable after the fact.
- b)** In the event of unplanned downtime, outage, or degradation of service affecting the availability of the gateway channels:
- c)** First Party shall promptly notify Merchant of the issue, estimated time of resolution, and any recommended workaround.
- d)** First Party shall make commercially reasonable efforts to restore service as quickly as possible.

COMMERCIAL AND TECHNICAL ASSISTANCE BY FIRST PARTY

Inventory of Products and Services: First Party shall provide a real-time inventory of available Products and Services. The scope of these includes Travel, Recharge, Bill Payments, Domestic Money Transfer, and Pay In Services (as detailed in **Annexure A**).

Assistance: First Party will, as needed during the term of this Agreement, render adequate commercial, marketing, and technical support to Second Party with respect to the Products and Services, including support for Pay In Services. (Any additional assistance outside the scope of this Agreement shall be agreed upon in writing between the Parties.)

Co-Branding/Advertisements: Marketing for the Products and Services, including any promotions related to Pay In Services, shall be coordinated between the Parties. Both Parties may use each other's trademarks, logos, and brand identifiers subject to prior written approval.

TERMINATION AND EFFECTS

Either Party may terminate this Agreement forthwith upon the occurrence of any of the following events:

- I.** With 30 days' written notice if the other party commits a breach as per this agreement that remains uncured for 30 days after a written notice.
- II.** Immediately upon the other party committing an act of bankruptcy, entering liquidation (other than for bonafide restructuring), or any analogous event.
- III.** This Agreement shall automatically terminate if either party is dissolved, wound up, or otherwise ceases to conduct business.
- IV.** Within 15 days of termination, both Parties shall return any confidential information or materials belonging to the other.
- V.** All outstanding payments, including those related to Pay In Services, shall be settled within 15 days.
- VI.** Termination does not affect rights accrued prior to its effective date.

INDEMNIFICATION:

- Second Party shall indemnify, defend and hold harmless First Party and the First Party-related entities from and against all losses, damages, liability, claims, costs, penalty and expenses arising from or in connection with:
- any Transaction or any other dealing between Second Party and End User;
- the negligence, fraud, default or breach of this Agreement as a result of the actions or inactions of (i) Second Party, (ii) any agent, employee or subcontractor of the Second Party, in connection with the Services provided herein; or (iii) any third party;
- breach of terms of this Agreement, and/or Applicable Laws, guidelines, regulations, breach due to unauthorized access to End User Data by Second Party;
- a fee, fine, penalty, assessment or charge levied against the First Party by any Government Authority due to any action or inaction by Second Party.

LIMITATION OF LIABILITY

Except for any liability which cannot by law be excluded or limited, neither Party shall be liable to other Party or any other third party claiming through other Party for

indirect, incidental, special, punitive or consequential damages, royalty, including without limitation, damages for loss of profits, in case of chargebacks, First Party has a right to interrupt business , loss of goodwill or unauthorized access to information incurred by the other Party arising out of, or relating to the use of the Services and, whether framed as a breach of warranty, in tort, contract, or otherwise even if a Party has been advised of the possibility of such damages.

INTELLECTUAL PROPERTY

TPIPAY FINTECH PRIVATE LIMITED Ownership: First Party retains all right, title, and interest in and to the API, Fintech Services, its underlying technology, all related documentation, and all Intellectual Property Rights therein. Nothing in this Agreement grants Merchant any ownership rights in or to the API or Fintech Services.

Merchant Ownership: Merchant retains all right, title, and interest in and to its Gaming Platform, its content, and its Intellectual Property Rights therein.

Feedback: If Merchant provides any feedback, suggestions, or ideas regarding the API or Fintech Services ("Feedback"), First Party shall have a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and otherwise exploit such Feedback for any purpose, without obligation or compensation to Merchant.

CONFIDENTIAL INFORMATION

Each Party acknowledges and agrees that in connection with this Agreement, the receiving Party ("Receiving Party") shall not disclose to any third party any Confidential Information (*defined herein below*) of the disclosing Party ("Disclosing Party") that it may have access to during and in connection with its performance of services hereunder. '**Confidential Information**' means any and all non-public information or data, application, software (and intellectual property therein), network configuration, API, documents, accounts, business plans, products, promotional and marketing plans, tools and techniques of business, information about a Party's customers, merchants, vendors, partners, employees, agents and contractors and processes and/or any other information in whole or in part of either Party.

The Parties agree to protect the confidential and proprietary information of the Disclosing Party with the same standard of care and procedures used by themselves to protect their own proprietary information of similar importance, but at all times, using at least a reasonable degree of care.

Merchant shall ensure that either the Merchant or any of its employees shall not disclose, share or transfer any Confidential Information including any API, keys and environment with any third party and also shall not reverse engineer, decompile or disassemble API shared/disclosed by TPIPAY FINTECH PRIVATE LIMITED.

Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper.

The covenants of confidentiality set forth herein shall survive and continue and be maintained for a period of 3 (three) years post the termination or expiry of this Agreement.

DATA PROTECTION AND PRIVACY

All the data processed under this Agreement is subject to the Data Privacy Regulations under applicable laws. Merchant and TPIPAY FINTECH PRIVATE LIMITED shall be subject to and will comply with the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Amendment Rules, 2022 as amended from time to time, and any other applicable Laws restricting collection, use, disclosure, storage, processing and free movement of personal information (collectively, the "Privacy Regulations")

NON-SOLICITATION AND NON-COMPETE

During the term of this Agreement and for 12 months after its termination, neither Party shall directly or indirectly:

- (i) Solicit or recruit employees of the other Party;
- (ii) Solicit or divert the other Party's customers, including those acquired through Pay In Services;
- (iii) Be associated with any former employee of the other Party in a manner that could create a conflict of interest.

GENERAL: Entire Agreement

This Agreement will constitute the entire agreement between such Parties with respect to its subject matter, superseding all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between such Parties pertaining to such subject matter.

- **Severability.** If any provision of this Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, such provision will be deemed modified to the least degree necessary to remedy such invalidity (as long as such modification does not materially adversely affect either Party's rights or obligations under this Agreement, the remainder of this Agreement will not be impaired or affected thereby, and each other term, provision and part will continue in full force and effect, and will be valid and enforceable to the fullest extent permitted by applicable
- No amendment (including any modification or supplement) to this Agreement will be valid unless it is in writing and signed by authorized representatives of the Parties.
- **Force Majeure.** Neither Party will be deemed to be in default of or to have breached any provision of this Agreement to the extent performance of its obligations or attempts to cure any breach are delayed or prevented as a result of any natural disaster, casualty, act of God, riot, terrorism, fire, strike, lockout governmental act or other event of a similar nature beyond such Party's reasonable control and to which it did not contribute including change in any regulations, norms or laws (each, a "**Force Majeure Event**").

- **Waiver.** A waiver of rights under this Agreement will not be effective unless it is in writing and signed by the At no time will any failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement operate as a waiver thereof, nor will any single or partial exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy provided herein or available at law or in equity. The waiver by any Party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.
- Any provision of this Agreement that contemplates performance, application or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement, as applicable, and continue in full force and effect thereafter.
- Neither Party may assign its rights or obligations under this Agreement to any third Party, except Company to its associates, subsidiaries or Affiliates

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

- a. TPIPAY FINTECH PRIVATE LIMITED and the Merchant shall make every effort to resolve amicably, by direct informal negotiation between the respective senior authorized personnel designated by TPIPAY FINTECH PRIVATE LIMITED and the Merchant, any disagreement or dispute arising between them under or in connection with this Agreement.
- b. All questions, disputes or differences arising under and out of, or in connection with this Agreement or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Agreement, in the event the negotiation as specified above fails, shall be referred to arbitration by the Parties to be placed before a sole Arbitrator: acceptable to both Parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the Parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. Such arbitration shall be in accordance with the provisions of

Arbitration and Conciliation Act, 1996, or any other statutory modifications thereto for the time being in force and such arbitrations shall take place at Bhubaneswar. Provided further that for any disputes arising out of this Agreement the Parties hereto shall submit to the exclusive jurisdiction of Courts at Bhubaneswar, Odisha

NOTICES.

All formal notices and communications relating to this Agreement will be in writing and will be effective when delivered personally, by courier or by registered mail

In the case of notices to Merchant, to:

Attention	ABCDE MISSION EDTECH PVT LTD
Address	278, Jawahar Marg, Indore, Indore, Madhya Pradesh, 452002
Email	ceobadamission@gmail.com

In the case of notices to TPIPAY FINTECH PRIVATE LIMITED to:

Attention	Legal Manager
Address	Plot No: 1367/3053, Mehpalli, jagannath sadak, Road, cuttack-puri bypass Rd Bhubaneshwar, Odisha 751006
Email	legal@tpipay.ai

IN WITNESS, the Parties hereto have executed this Agreement as of the date first written above.

SIGNED SEALED AND DELIVERED

By the within named

MERCHANT:

ABCDE MISSION EDTECH PVT LTD

Authorized Signatory: Anand Prajapti

Designation: Director

Sign Date: 30/12/2025

COMPANY:

TPIPAY FINTECH PRIVATE LIMITED

Authorized Signatory: Bijaya Mishra

Designation: Legal Manager

Sign Date: 30/12/2025

ANNEXURE - A (PRODUCTS & SERVICES)

PART A-PRODUCTS

- Travel Services
- Recharge Services
- Bill Payment Services
- Domestic Money Transfer

WALLET PAY IN SERVICES (which include processing customer **WALLET PAYMENTS** into designated merchant **WALLETS/ACCOUNTS**, reconciliation, and settlement services)

PART B- SERVICES

- API integration to facilitate the sale of:
- Domestic Money Transfer, Recharge Bill Payment
- **WALLET PAY IN TRANSACTIONS** (this includes features to accept, track, and reconcile incoming payments)
- Ongoing technical support for maintaining TPIPAY FINTECH PRIVATE LIMITED's application and content, including the **WALLET PAY IN SERVICES** module.

ANNEXURE – B

(FINANCIAL ARRANGEMENTS)

Security Deposit: The Second Party shall provide a **Security Deposit of 1,00,000 ₹ (One Lakh INR)** to the First Party. This amount must be successfully credited to the First Party **before the commencement of any transactions**. This deposit shall serve as security against potential liabilities, including but not limited to Chargebacks, fines, or unpaid Fees.

Integration Fee: Second Party shall pay a one-time, non-refundable fee for **Pay-In UPI Intent & Payout of 300000 ₹ INR** for accessing the TPIPAY FINTECH PRIVATE LIMITED API.

Refunds: All refunds including those related to Wallet Pay In & Pay out transactions will be processed by First Party upon receipt from the respective service providers deducting:

Outward(Pay-Out)= $100 - 1000 = 7 + \text{Gst}$, $1001 - 2000 = 13 + \text{Gst}$, $2001 \geq 0.7\% + \text{Gst}$

Inward (Pay-In)= $1 - 500 = 5 + \text{Gst}$, $501 \geq 0.7\% + \text{Gst}$

(SETTLEMENT)

Subject to the terms and conditions of this Agreement, the Provider agrees to settle the Settlement Amount to the Merchant's registered bank account, in accordance with the **three (3) daily settlement cycles** per day.

Notwithstanding any other clause, the Provider reserves the right, at its sole and absolute discretion, to suspend the T+0 settlement. This right may be exercised if the Provider observes any of the following:

(RESERVE AND HOLDING RIGHTS)

Notwithstanding anything to the contrary herein, TPIPAY FINTECH PRIVATE LIMITED shall have the right, at its sole and absolute discretion, to establish and maintain a rolling reserve ("Reserve") and/or implement daily transaction holding ("Daily Holding") from the Settlement Amount payable to the Merchant.

Daily Holding: TPIPAY FINTECH PRIVATE LIMITED shall, at its sole discretion, implement a **Daily Holding of 1%** of the Settlement Amount for the purpose of risk review and verification.

Return Policy: This 1% holding amount shall be **returned to the Merchant after a period of 90 days**, provided that the Merchant has **no pending or active Chargebacks** and remains in full compliance with the terms of this Agreement. * This holding period shall be in addition to any Reserve and shall not prejudice TPIPAY FINTECH PRIVATE LIMITED's right to switch the settlement cycle to T+2 or longer as per the existing clause.

IN WITNESS WHEREOF the parties hereto have set their hands unto on the date first herein above mentioned.

SIGNED SEALED AND DELIVERED

By the within named

ABCDE MISSION EDTECH PVT LTD

Authorized Signatory: Anand Prajapti

Designation: Director

Sign Date: 30/12/2025

COMPANY:

TPIPAY FINTECH PRIVATE LIMITED

Authorized Signatory: Bijaya Mishra

Designation: Legal Manager

Sign Date: 30/12/2025

ANNEXURE C

(BANNED MERCHANT CATEGORIES)

Following is a non-exhaustive list of categories which are banned for accepting UPI payments. If any of the merchants is found accepting payments on the following categories, then it would be heavily penalized along with the termination of services. Ttipay Fintech Private Limited will update and provide categories which are banned for accepting UPI payments from time to time to Master Merchant for its compliance.

1. Copyright unlocking devices which include mod chips or other devices designed to circumvent copyright protection,
2. Copyrighted media which includes unauthorized copies of books, music, movies, and other licensed or protected materials; Copyrighted software which includes unauthorized copies of software, video games and other licensed or protected materials, including OEM or bundled software,
3. Counterfeit and unauthorized goods which includes replicas or imitations of designer goods; items without a celebrity endorsement that would normally require such an association; fake autographs, counterfeit stamps, and other potentially unauthorized goods,
4. Gambling which includes lottery tickets, sports bets, memberships/ enrolment in online gambling sites, and related content. Skill based games can be allowed on case-to-case basis,
5. Government IDs or documents which includes fake IDs, passports, diplomas, and noble titles,

6. Hacking and cracking materials which includes manuals, how-to guides, information, or equipment enabling illegal access to software, servers, website, or other protected property,
7. Offensive goods which include literature, products or other materials that:

 8. Defame or slander any person or groups of people based on race, ethnicity, national origin, religion, sex, or other factors;
 9. Encourage or incite violent acts; or
 10. Promote intolerance or hatred.
11. Bulk marketing tools which include email lists, software, or other products enabling unsolicited email messages (spam),
12. Cable descramblers and black boxes which includes devices intended to obtain cable and satellite signals for free,
13. Endangered species which includes plants, animals or other organisms (including product derivatives) in danger of extinction,
14. Illegal goods which include materials, products, or information promoting illegal goods or enabling illegal acts,
15. Offensive goods, crime which includes crime scene photos or items, such as personal belongings, associated with criminals,
16. Pyrotechnic devices, combustibles, corrosives and hazardous materials which includes explosives and related goods; toxic, flammable, and radioactive materials and substances,
17. Regulated goods which include air bags; batteries containing mercury; Freon or similar substances/refrigerants; chemical/industrial solvents; government uniforms; car titles; license plates; police badges and law enforcement equipment; lock-picking devices; pesticides; postage meters; recalled items; slot machines; surveillance equipment; goods regulated by government or other agency specifications, Adult goods and services which includes pornography and other sexually suggestive materials (including literature, imagery and other media); escort or prostitution services; Website access and/or website memberships of pornography or illegal sites,
18. Body parts which include organs or other body parts,
19. Child pornography which includes pornographic materials involving minors,

- 20.** Drugs and drug paraphernalia which is restricted or prohibited under the law which includes illegal drugs and drug accessories, including herbal drugs like salvia and magic mushrooms,
- 21.** Drugs, pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body,
- 22.** Drug test circumvention aids which include drug cleansing shakes, urine test additives, and related items,
- 23.** Miracle cures which include unsubstantiated cures, remedies or other items marketed as quick health fixes
- 24.** Tobacco and cigarettes which includes cigarettes, cigars, chewing tobacco, and related products,
- 25.** Traffic devices which include radar detectors/jammers, license plate covers, traffic signal changers, and related products,
- 26.** Stolen goods, unauthorized sale or resale of brand or designer products or services; sale of goods or services that are illegally imported or exported,
- 27.** Weapons which include firearms, ammunition, knives, brass knuckles, gun parts, and other armaments,
- 28.** Wholesale currency which includes discounted currencies or currency exchanges,
- 29.** Live animals or hides/skins/teeth, nails and other parts etc. of animals,
- 30.** Multi-level marketing collection fees,
- 31.** Matrix sites or sites using a matrix scheme approach,
- 32.** Work-at-home approach and/or work-at-home information,
- 33.** Drop-shipped merchandise,
- 34.** Any product or service which is not in compliance with all applicable laws and regulations whether federal, state, local or international, including the laws of India,
- 35.** Businesses out rightly banned by law (e.g., lotteries, casinos and gambling equipment and betting / publications or content that is likely to be interpreted by the authorities as leading to moral turpitude or decadence or incite caste/communal tensions, sweepstakes and games of chance,

- 36.** The User who deals in intangible goods/ services (e.g., software download/ health/ beauty Products), and businesses involved in pyramid marketing schemes or get-rich-quick schemes,
- 37.** Mailing lists,
- 38.** Money laundering services,
- 39.** Database providers (for tele-callers),
- 40.** Bidding/auction houses,
- 41.** Activities prohibited by the Telecome Regulatory Authority of India,
- 42.** Merchants engaged in activities posing a high brand or reputational risk, like – pornography, adult themes, other obscene materials etc.,
- 43.** Anything for the purpose of bribery or corruption, as notified by the RBI or any other regulator or as per applicable law,
- 44.** Provision of any financial products or services that are not regulated, and
- 45.** Any other activities prohibited by applicable law.

IN WITNESS WHEREOF the parties hereto have set their hands unto on the date first herein above mentioned.

SIGNED SEALED AND DELIVERED

By the within named

MERCHANT:

ABCDE MISSION EDTECH PVT LTD

Authorized Signatory: Anand Prajapti

Designation: Director

Sign Date: 30/12/2025

COMPANY:

TPIPAY FINTECH PRIVATE LIMITED

Authorized Signatory: Bijaya Mishra

Designation: Legal Manager

Sign Date: 30/12/2025

