This Platform Service Agreement ("Agreement") dated **4th Day of June 2021** (the "Effective Date") is executed by and between:

1. Affle (India) Ltd., a company incorporated in India under the provisions of the Companies Act, 1956 and having its office at 102, Wellington Business Park-I, Off Andheri Kurla Road, Marol, Andheri (East), Mumbai – 400059, Maharashtra (hereinafter referred to as "**AFFLE**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its affiliates, agents, representatives, subsidiaries, successors, permitted assigns, directors, and, relatives or any associates.

2. Fintech India, a partnership in India with PAN No: AAGFF5671G and GST number: 03AAGFF5671G1ZK having its registered office at 1st Floor, Shop No 6-7, Bedi Paradise, Garha Road, Jalandhar, Punjab, 144001, (hereinafter referred to as "**CLIENT**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its affiliates, agents, representatives, subsidiaries, successors, permitted assigns, directors, relatives or any associates.

   (AFFLE and CLIENT collectively, the **"Parties"** and each, a **"Party"**).

Whereas AFFLE is engaged in the business of providing services of Application Design/Development.

Whereas, as a result of mutual discussion, representations and understanding, it has been agreed by CLIENT, to appoint AFFLE for design and development of its mobile application on the scope of work and commercials as detailed in Annexure enclosed with this Agreement.

Accordingly, in consideration of the premises and obligations set forth herein, it is agreed as follows:

1. Scope of Services

AFFLE will provide the following Services as part of this Agreement:

- Design and develop the mobile application as per scope of work mentioned in the Annexure of this Agreement; and

In relation to the stated services CLIENT understands and agrees that:

- Anyone acting on behalf of CLIENT through CLIENT's business/personal email domain to be treated as authorized personnel to act on behalf of the CLIENT.
- CLIENT shall provide hosting for backend system/servers (if applicable); however, AFFLE shall suggest appropriate hosting requirements for the project.
- CLIENT shall provide the development license/access of third-party tools, proprietary tools and APIs (if required in the project). CLIENT will primarily

coordinate with providers of third-party tools in case the project team requires any support or clarification.

● CLIENT shall provide accounts and access for Hosting and other services such as Amazon Web Service, Play Store accounts, if and when required.

2. Remuneration & Fees

CLIENT will remunerate AFFLE on the basis and manner as detailed in Proposal and SOW.

In relation to the remuneration and fees CLIENT understands and agrees that:

● The cost has been estimated based on the assumption and scope of work, as outlined in the relevant section. During the analysis phase a detailed scope of work will be generated and documented. Deviation in scope mentioned in contract vs scope derived in project analysis will be considered as change in requirement i.e. change request.
● The design and development efforts of the change request will be discussed and finalized mutually.
● In the event of modification through deviations, additions or deletions that are not listed or envisioned in the Scope of Work / project proposal document the same will be treated as a Change Request. Each Change Request will incorporate the man hour estimation and will be billed separately at INR 1500 per man hour rate.
● If CLIENT requests revisions to the deliverable, CLIENT should outline necessary changes. AFFLE will resubmit deliverable and cost estimates to the CLIENT within a reasonable time as mutually agreed by both the Parties.
● If CLIENT specifically requires personnel to travel for in-person meetings or support tasks, CLIENT agrees to cover the cost of travel, stay and other ancillary in relation thereto of the respective personnel.
● Application will be developed in English language only.
● All costs are exclusive of applicable taxes. Any fund transfer charges are to be borne by the CLIENT.
● This Clause shall survive Termination of this Agreement.

3. Billing & Payments

● Prior to initiating the project and starting design and development tasks, AFFLE requires an upfront payment, upon sign-off of Proposal or the Agreement. This payment is non-refundable and is required immediately upon acceptance / acknowledgement of the project proposal/ Agreement and no later than 3 days from the date of this agreement date.
● Thereafter, on completion of each milestone (as defined in the SOW/by Project manager post kickoff meeting), AFFLE will share the milestone/ built over the Affle servers in respective format to the CLIENT for their feedback.

- However, the milestone feedback is not associated with the invoice, and Affle shall raise the invoice as per the payment terms specified herein. Client to pay for the invoice within 3 days of date of the invoice.
- CLIENT to notify AFFLE of remarks / observation for each milestone or submit change request within 3 business days from Affle's submission of the milestone/ built.
- Affle to initiate action/ rectification in the milestone/ built required as per the remarks and observation shared by the client, payment of invoice is not linked to action / rectification to be performed as per the remarks of the client.
- The project would be put on hold for any non-correspondence from the client after 2 days from the date of the any invoice/ Built/ Milestone submission/ any feedback required from the client.
- Any Change request to be evaluated and agreed for timeline.
- Payment for any Change Request shall be paid immediately, and 100% upfront.
- In case of non-payment within the stipulated time period, Affle reserves the right to put the project on hold on a 2 days notice period and charge 10% of the project value towards non-utilisation of the allocated team members.
- For late payments of delay of the invoice raised, AFFLE would reserve the right to impose a monthly compounded interest fee of 1.5% on the outstanding amounts plus incidental costs incurred towards the collection of the overdue amounts.

4. Non-Exclusivity

It is understood and agreed that the services provided under this agreement will be on a non-exclusive basis. Nothing contained in this Agreement shall prevent either Party from executing similar agreements with any third party.

5. Confidentiality
Each Party shall hold in strictest confidence, not use or disclose to any third party and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The term "Confidential Information" shall mean all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, brand or promotion of any product or services, business policies or practices, customers, potential customers or documentation or information received from others that a Party is obligated to treat as confidential. If a Party has any questions as to what comprises such Confidential Information, that Party shall consult with the other Party.

"Confidential Information" shall not include information that a) is in the public domain at the time of Disclosure's communication to Recipient; or b) entered the public domain

through no fault of Recipient subsequent to the time of Disclosure's communication thereof to Recipient; or c) was in Recipient's possession, free of any obligation of confidence, at the time of Discloser's communication thereof to Recipient, as evidenced by the Recipient's written records; or d) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time of Discloser's communication thereof to Recipient; or e) was developed by employees or agents of Recipient independently of, and without reference to, the Confidential Information, as evidenced by the Recipient's written records. f) is required to be disclosed in response to a valid order of a court or other governmental body, but only to the extent and for the purposes of such order, and provided that the receiving party first notifies the disclosing party whenever it is practically possible and permitted of the order and assists the disclosing party in seeking an appropriate protective order to protect the confidentiality.

6. Representations and Warranties

AFFLE is a legal entity validly existing and in good standing under the relevant laws.

CLIENT is a legal entity with good standing and is not debarred under any law to enter into this Agreement and to honor the obligations therein.

Each party has obtained all consents, approvals, authorizations and other actions to achieve the execution of this Agreement and the arrangement contemplated herein.

Each Party is in compliance with all applicable laws, orders, rules and regulations of all governmental bodies and agencies, except where such noncompliance has and shall have no adverse effect. CLIENT represents that work assignments to AFFLE do not violate any laws or generally accepted business practices.

No proceeding is pending to the knowledge of Either Party which seeks revocation or limitation of this agreement.

Each Party acknowledges that the terms of this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms, subject to laws of general application.

Each Party and its personnel will perform its obligations under this Agreement in a competent and professional manner and with all reasonable skill and care required for the effective performance of its obligations.

The Client represents and warrants that it has adequate Finances available to fulfil its financial liability under the project.

7. Indemnity and Limitation of Liability

Each Party shall indemnify and hold harmless the other Party, its officers, directors, shareholders, employees, successors and assigns etc. from and against any and all claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees and disbursements) that may be made against either Party or due to which either Party may suffer or incur as a result of, in respect of, or arising out of the breach by the other Party of any representation, warranty or obligation in this Agreement, or any alleged breach of any representation, warranty or obligation by the other Party. This clause shall survive the termination or expiry of this Agreement.

To the greatest extent permissible under law, Neither Party shall be liable for any special, indirect or consequential loss or damage including without limitation loss of profits, business, revenue and/or goodwill. Notwithstanding anything written or otherwise, Affle's liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this agreement shall not exceed, in total, regardless of the number of claims, in respect of all matters, an amount equal to the amount already paid by CLIENT to AFFLE for the said services and the Client's liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this agreement shall not exceed, in total, regardless of the number of claims, in respect of all matters, an amount equal to the Design/Development, Maintenance and license cost specified under this agreement by CLIENT to AFFLE for the said services.

8. Term & Termination

The Contract will be valid from 4th June 2021 to 3rd June 2022 and shall automatically renew unless mutually terminated by the Parties herein.

Either Party may terminate this Agreement by providing 30 days prior written notice. Upon termination of this Agreement, CLIENT shall pay all outstanding invoices and sums due to AFFLE in relation to AFFLE's performance of all services provided prior to such termination.

This Agreement may be immediately terminated by either party if:
  (a) the other party commits a material breach (capable of being cured) of its obligations hereunder that is not cured within 30 days after written notice thereof from the non-breaching party, except as otherwise stated in this Agreement with regard to specific breaches; or
  (b) a petition in bankruptcy or other insolvency proceeding is filed by or against the other party, or if an application is made for the appointment of a receiver for the other party of its property, or if the other party makes an assignment for the benefit of creditors, be unable and fail to pay its debts as they become due, suspend or be caused to suspend business, or commit or cause to be committed any other act amounting to business failure.

CLIENT shall have the right to terminate this Agreement forthwith in the event AFFLE commits any act detrimental to the interest, goodwill, of CLIENT.

AFFLE shall have the right to terminate this agreement forthwith in the event CLIENT:
  (i) Defaults in making payment of the amount due towards the services rendered by AFFLE.
  (ii) Remains unresponsive to communication on the project / Proposal for a duration greater than 7 days.
  (iii) Delays deliverables / inputs necessary to proceed with the project for a duration greater than 15 days.

Except as otherwise provided herein, any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law or in equity and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

9. Effects of Termination

Upon termination of this Agreement AFFLE shall immediately delete as directed by CLIENT, CLIENT data including Confidential information and any copies thereof, in AFFLE's possession and certify to CLIENT, within fifteen (15) days of doing so, provided all the outstanding amount due to AFFLE for the services rendered till the date of termination has been paid/cleared by CLIENT before such deletion of Confidential Information.

All payments received prior to written cancellation and/or written termination will be non-refundable, deemed to have been received in lieu of delivered Scope of Work and completion of respective milestones.

In case the payment is not cleared the outstanding items including source code will not be handed over to the client.

10. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of this Agreement on account of any event beyond the reasonable control of the Party such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, wars, terrorist acts, riots, insurrections, fires, explosions, earth-quakes, or nuclear accidents ("Event of Force Majeure").

11. Jurisdiction, Arbitration & Dispute Resolution

This Agreement and any dispute or claim relating to it, its enforceability or its termination shall be governed and interpreted according to the laws of India Subject to

this Clause 11, the Courts at Delhi, shall have exclusive jurisdiction over any disputes under this Agreement.

12. Ownership of source code

Client will own the complete source code though Affle may use it's reusable components of the product, unless it is an intellectual property of a third party beyond Affle's control. Affle can use any open source libraries and will try to ensure that it will not have such intellectual property issues.

13. Exclusivity

Affle will not use Client's source code (excluding Affle's reusable components) with any other company but will accept other e-learning projects across the world as e-learning functionality is not unique.

14. Miscellaneous

- **No Partnership/ Agency**
  The parties are independent contractors, and nothing contained herein shall be deemed to create any partnership, joint venture, employment between the parties hereto or between CLIENT and AFFLE representatives and employees.

- **Assignment**
  Each of the Parties understands and acknowledges that each Party shall not assign or otherwise transfer its rights or obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the above, each Party may at any time assign or transfer all or any part of its rights or obligations arising under or in connection with this Agreement to any other party under any corporate or contractual arrangement. However, the payment obligation under this agreement shall survive such assignment or be guaranteed by CLIENT. Further other party may terminate this agreement where it does not approve of such assignment.

- **Waiver**
  The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies.

- **Severability**
  If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, the provision shall apply with such deletions as may be necessary to make it valid.

- **Notice**

Any notice or other communication required or permitted to be given between the parties shall be in writing and duly addressed to the signatories through their designations at their address first above mentioned, through registered mail, speed post mail, courier service and / or email or to such other address as may be notified in writing.

- **Modification/Alteration/Amendment/Renewal**
  This Agreement may be modified, altered, amended or renewed with the mutual consent of the parties by a separate deed recording the terms thereof. Each modification, amendment, alteration, renewal to this Agreement shall supersede the terms of this Agreement to the extent that they are inconsistent with any such amendment, modification.

- **Further Assurances**
  Each of the parties from time to time shall execute any and all necessary or desirable documents and provide such further assurances as may be required to preserve and protect the rights of the other party or to comply with its obligations under this Agreement.

- **Counterparts**
  This Agreement has been executed on the date set forth herein in two (2) copies of which the Parties have taken one each. Each of the copies, duly executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

- **Use of Client Name**
  Affle may include Clients and/or App name and logo in customer lists or related marketing and promotional material.

- **Applicability**
  In case of any difference in explanation of business proposal and master service agreement the master service agreement will prevail.

IN WITNESS WHEREOF, the duly authorized representatives of both the Parties hereto have executed this Agreement.

For Affle India Limited	For Fintech India
Authorised Signatory: **Name:** Anuj Kumar **Designation:** Co-Founder, Chief Revenue & Operating Officer **Address:** 102, Wellington Business Park-I, Off Andheri Kurla Road, Marol, Andheri	**Authorised Signatory:** *DocuSigned by:* *Prem Bhalla* 6521D6B2CDF74EF... **Name:** Prem Bhalla **Designation:** Partner **Address:** 1st Floor, Shop No 6-7, Bedi Paradise, Garha Road, Jalandhar, Punjab,

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(East), Mumbai – 400059, Maharashtra	144001

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ANNEXURE - A

Project Objective

The objective is to develop and maintain the PayPenny mobile app as per the scope of work

Scope of Work

User Types

User Type	Platform	Language	Geography
Customer	• iOS • Android	• English	• Canada • Australia • UK
Admin (Portal Owner)	• Web Portal	• English	• Canada

Consumer Application Features (iOS, Android)

Module	Description

Data Migration	• One time migration of all existing user and transaction data would be done via Affle. It could be done via
	  o Migration scripts need to be created as there could be changes in schema.
	  o Excel/CSV import into the new system.
	• The migrated users would have to reset their passwords/mpins.

Splash and Intro Screens	• The application will have a standard static splash screen. • The application will have 3-4 intro screens which the user can swipe to go to the login/register screen.

New User Onboarding, Login	• The user will be able to register via
	  o mobile number and OTP.
	  o Apple ID (for iOS devices only)
	• Post verification, users will be asked to set up a mechanism to login via:
	  o 4 digit pin or
	  o Apple ID
	• Twilio SMS gateway would be used as a universal SMS gateway to send OTP SMS for all countries.
	• While entering the mobile number, the user will be asked to select the country code from a dropdown of 3 countries (Canada, Australia, UK). There would be country specific mobile number validation checks.
	  o Though the application is only for Canada, Australia, UK, if a person who belongs to any of the 3 countries, but at the

	moment he/she is outside his country, then still he would be able to use the application. o Also as most of the users are from India region, the app would be available to download in India region as well. • There would be a privacy policy and terms on the registration screen to which the user has to accept before registering. • The user would be able to reset his/her pin via the forgot pin option.

My Profile	• Post user registration, the user will be prompted to fill in his other details:
	    o First Name (Mandatory, Editable)
	    o Last Name (Mandatory, Editable)
	    o Email (Mandatory, Editable)
	    o Mobile (Mandatory, Non Editable)
	    o Profile Image (Optional, Editable)
	    o Address (Mandatory, Editable)
	    o PPC Number (With Verified Status)
	    o Source Advert (Mandatory, Editable)
	• The user can navigate to the profile section anytime to edit the details.
	• The user can logout from the application from the profile section.
	• The user will be able to view this section in offline mode.

Settings	• The user will be able to change/reset the pin via pin reset flow. • The user will be able to turn push notifications on/off. • The user will be able to turn email notifications on/off. • The user can turn on/off the Touch ID option to login as well. • The user can turn on/off the Face Recognition option to login as well.
KYC Verification (Jumio Platform)	• Before making any transaction, the user would need to do his/her KYC verification. • Verification would be done via 3rd party Platform. This platform would be used for all countries for KYC verification. • The flow of the verification would depend upon the 3rd party platform as the user will be navigated to an external verification flow and once verification is done, the user will be navigated back to the application. • A KYC verification prompt will always come upon launching the application everytime in case KYC has not been done.

Help & SupportSection	• Whatsapp
	    o The user would be able to view a Whatsapp help icon, clicking on which the user will be navigated to PayPenny business account on Whatsapp from where he/she can send queries to PayPenny support team.
	    o The user will be able to view this section in offline mode.
	• Phone Call
	    o On clicking the phone call icon, the user will be able to view or directly call the support team.
	    o The user will be able to view this section in offline mode.
	• Raise a Ticket
	    o The user will be able to raise a ticket to the support team with following details:
	        ▪ Email

	▪ Subject
	▪ Ticket Type
	▪ Description
	   o The user will be notified via email when his/her ticket is received or addressed/closed.
	• Send Feedback
	   o The user would be able to type a feedback and send it to the admin. The feedback would be in the form of the text message only with a character limit.
	• Chat (MessageBird)
	   o On clicking the chat icon, the user will be redirected to the whatsapp app on his/her device to the PayPenny account and can initiate a chat.
	   o The user will be able to view this section in offline mode.

Invite/Refer	• There would be an invite icon which user can tap to
	   o Invite his friends or family via phone contacts and share a tray. (Mobile App)
	   o Get redirected to the mail app on the browser/desktop to invite. (Web App)
	• A link with referral code and some app description will be sent to the referred person.
	   o If the referred person installs the app and makes his/her first transaction he/she will receive X amount in his wallet. The X amount is configurable by the admin.
	• The user will be able to view this section in offline mode.

Social Pages	• The user will be able to redirect to Facebook and Instagram social pages of PayPenny by clicking on the respective icons. • The user will be able to view this section in offline mode.
Banners/Tutorials	• The user will be able to view the tutorial list in the form of banners in the application. • On clicking on any of the tutorials, the user will be able to view a video and short description of that tutorial. • The user will be able to view this section in offline mode.
View PayPenny News	• On clicking on this, the user will be redirected to the paypenny Medium article. The link to redirection will be managed by the admin.
View Conversion rate (Fixer.io)	• The user will be able to view conversion rate on his home screen which gets refreshed after every 10 seconds. • A 3rd party conversion rate API would be integrated. • The user would be able to view the conversion rate for India only for his country (Canada/Australia/US/UK).

Manage Payees	• The user will be able to add a payee with following details:
	   o IFSC Code
	   o Account Number
	   o Phone Number
	   o House. No.
	   o Mohalla/Village
	   o City
	   o State

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	• The user will be able to view all the added payees. • The user will be able to edit or remove a payee. • The user will be able to view specific payee transaction history on clicking the history button on the payee details page. It would redirect the user to the transaction history section. • The user will be able to view the payees in offline mode.
Wallet -> Add Money (Payment Gateway)	• The user can top up money in his/her wallet by selecting the amount and sending the money to the admin's bank account. The same amount would then be reflected in the user's wallet. • This would require linking of the bank account. A e3rd party system would be used for this functionality. • 1 Payment gateway would be used for 1 country only.

Wallet -> View Topup History	• The user would be able to view the wallet top up history with following details:
	    o Top Up ID
	    o Date Time
	    o Top Up Amount
	    o Old Balance
	    o Updated Balance
	• The user will be able to view this section in offline mode.

Wallet -> Transfer to other wallet	• The user would be able to send his wallet amount to someone else's wallet as well in the same country. • The user will be able to view the wallet transfer history. (This can be viewed in offline mode as well.)

Wallet -> PayPenny Earn	• The users will have an option to add money to the staking wallet to earn interest on the funds they keep in the wallet.
	• While adding the money to the wallet the user has to select a duration from a drop down which will have values from 1week to 52 weeks.
	• The interest earned will be added in the wallet only and can be seen in the form of a transaction history.
	• The user can initiate multiple wallet earnings i.e
	    o One earning for a duration of 3 weeks.
	    o Another earning for a duration of 15 weeks.
	• The interest would be calculated on the daily basis keeping the duration as the base i.e (X% of Y Amount)/52/7/24 basis interest rate.
	• In case the user uses the wallet money before the duration ends, then the user will get interest upto that day only.

Send Money	• The user will be able to initiate a transaction to India to any of his/her added payees. • The user would be able to view the status of the transaction as well. • The user would be asked to upload some additional docs on order to process the amount.

Transaction History	• The user will be able to view transaction history with following details:
	    o Transaction ID
	    o Sender Details
	    o Receiver Details

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	- Sent Amount - Old Balance - New Balance - Status - Transaction Details - Date Time • The user would be able to search for any record via - Transaction ID - Sender Details - Receiver Details • The user will be able to view transactions with a specific payee as well on this section when he/she clicks on specific Payee Transaction History from Manage Payee section. • The user would be able to view recent transactions on the home screen. • The user would be able to re-initiate the same transaction again from transaction history. (Just like reorder functionality) • Upto 30 records to be shown at a time in pagination. • The user will be able to view this section in offline mode.
Notification	• The user would be able to view following notifications: - Email - Successful/New Transaction - Ticket Generation - Ticket Closure - SMS - OTP Verification - Push - App generated notifications - Announcements
View Urgent Announcements	• The user will be able to view an urgent announcement pushed to all the users by admin. • The announcement will be sent in the form of push notification. • On clicking on push notification or opening the application after the announcement has been pushed by the admin, the announcement will be shown in almost half the screen size popup with a cross button. • Once an announcement is read by the user, it will not be displayed the next time.
View Additional requests	• The users will be requested for additional information by the admin: - Selfie - Request additional docs to high volume/high transactions/suspicious users.

Admin Panel Features

Module	Description
Account	• There would be 3 admin created for each country and they will have separate login credentials.

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	• Admin can login via email and password.
	• Admin can reset/change password.
	• Admin can view profile details:
	   o Name (Editable)
	   o Email (Non Editable)
	• Admin can log out of the portal.

Country Wise Configuration	• The admin panel will be different for each country with the relevant data customer wise, currencies and login credentials. • All the content of the admin panel will be rendered specific to one country only.

Analytics Dashboard (via Metabase BI tool)	• Admin can view the transaction visualizations in form of graphs, charts for:
	   o KYC Verified today
	   o New users registered today
	   o Failed deposits today
	   o Success deposits month wise
	   o Blocked users
	   o High volume users today
	   o High Transactional users today
	   o 4-5 additional user metrics
	• The visualizations can be filtered basis:
	   o Date Range
	   o Source of Adverts

Volume Management	• This section will show the amount being transacted and will display:
	   o Daily Volumes
	   o Weekly Volumes
	   o Monthly Volumes
	   o Annual Volumes
	• The volumes can be filtered based on date range filters.

User Management	• Admin can view user list with following details:
	   o First Name
	   o Last name
	   o Email
	   o Mobile
	   o Registration Date
	   o Last Login Date
	   o KYC Status
	   o Country of Registration
	   o Volume Transacted Till Now
	   o Highest Transaction Till Now
	   o Source of Advert
	   o Selfie (Upon additional request)
	   o Additional documents (Upon additional requests)
	• Admin can:
	   o Search for a user by name, email, mobile.
	   o Filter user basis
	     ▪ Registration Date
	     ▪ Last Transaction Date (Active Users)
	     ▪ KYC Verified Users

	▪ KYC Non Verified Users ▪ Blocked Users ▪ High Volume Users ▪ High Transaction Users - Admin can block a user, unblock a user and can view a list of blocked users. - Admin can click on a user to view his/her payee list. - Admin can click on a user to view his transaction history. This will redirect the admin to the Transaction history section.
KYC Management	- Admin will be able to view logs of KYC verifications with following details: ○ Date Time of Verification Request ○ Date Time of Verification Response ○ User ID ○ User Name ○ Status ▪ Verified Users ▪ Unverified Users ▪ Pending KYC Users ▪ Pending Approval • This needs to be manually approved by admin ○ Description along with status - Admin will be able to filter logs of KYC verifications with: ○ Verification status ○ Date
Wallet Top Up	- The admin will be able to topup the amount to any user's wallet. - The admin will be able to view the topup history. - In case of Hypto transfers if the limit is exceeded by the user, then the transaction will not happen. ○ The admin will be able to topup the amount to the sender's wallet.
Transaction History	- Admin can view the following type of transactions: ○ Deposits ▪ Manual Bank Transfer/Deposit ▪ Debit Card /Plaid Transactions ○ Withdrawals ▪ Hypto Transfer – To beneficiary In India ▪ Hypto Auto Transfer- There will be a limit set by the admin on the amount of withdrawal. ▪ Hypto Manual Transfer ○ Wallet Transactions ▪ Edit Limit ▪ Earn Wallet ▪ Reward and Bonus Credit ▪ Wallet Credit - Admin will be able to view following transaction details: ○ Transaction ID ○ Sender Details ○ Receiver Details ○ Sent Amount

	○ Old Balance ○ New Balance ○ Status ○ Transaction Details ○ Date Time - Admin can view transaction history with following filters: ○ Date Range ○ User PPC/Name ○ Status ▪ Successful ▪ Failed ▪ Pending ○ Transaction Type ▪ Deposits ▪ Deposits with exceeded limit ▪ Withdrawals ▪ Wallet Transaction - Admin can search for a sender to view his details and transaction history. - Admin can search for a receiver to view his transaction history. - Admin can download a statement via above filters applied.
Manage Transaction Status	In case a transaction is in conflict, the admin can mark it's status manually.
View Tickets	- Admin can view tickets with following details: ○ Ticket ID ○ Email ○ Subject ○ Ticket Type ○ Description - Admin can respond to the ticket and an email will be sent to the customer for the same. - Adin can filter tickets via: ○ Date Range ○ Ticket Status - Admin can close tickets. An email notification will be sent to the customer once a ticket gets closed.
View Feedback	The admin will be able to view user feedback in this section.
Manage Tutorials/Banners	- Admin will be able to add tutorials with following details: ○ Tutorial ID (Auto Generated) ○ Title ○ Type (Self/Partner) ○ Partner ID/Name (In case type selected as Partner) ○ Description ○ Banner Image ○ Video URL ○ Creation Date (Auto Generated) ○ Duration (2 secs) - Admin will be able to view all the tutorials. - Admin can edit a tutorial - Admin can hide/unhide a tutorial.

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	• Admin can remove a tutorial. Note: There is no limit to creating banners. The application will adjust all the banners accordingly.

Manage Urgent Announcements	• The admin will be able to create an announcement with following details:
	   ○ Title
	   ○ Text (With a limit of 300 characters)
	• The admin will be able to view all the past announcements sent.
	• As soon as an announcement is created, it will be sent immediately to all the users.

Manage App Configuration	• Update exchange rate inflation %
	   ○ Percentage
	   ○ Start Date
	   ○ End Date
	• Update referral amount to be sent to the referrer if the person he referred makes his/her first transaction.
	• Update staking wallet rate of interest.
	• Update contact details:
	   ○ Phone Helpline
	   ○ Email
	   ○ Callback
	   ○ Whatsapp Business Account Number
	• Update social media links:
	   ○ Facebook Page URL
	   ○ Instagram Page URL
	   ○ Twitter Page URL
	   ○ Medium Page URL
	• Update Medium article URL for Paypenny News section in the app.
	• Update Hypto Withdrawal Limit.
	• Update the interest rate % for wallet earning. (To be updated once a month)

Assumptions & Dependencies

- Application to support both online and offline mode. The offline app modules will be as accessible as mentioned in the scope above.
- The mobile application will support portrait mode only. Support for landscape mode is not considered.
- We will use a predefined theme template to develop the web panel for admin and it will be compatible/ be responsive to desktop versions only.
- Assuming that 1 Payment Gateway per country (Canada, Australia, UK) will be integrated.
- We will trigger the notifications on fixed events as specified in the scope. Notification management from the admin panel is not assumed.

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- The application will be compatible in Canada, Australia, UK and India only. This means that a user outside these countries will not be able to see the app on their Playstore or Appstore.
- The customer applications and admin panel will be in English language only.
- Any other activity other than the one's explained in this document will be considered as an additional feature.
- Any feature set, not mentioned in the current scope will be treated as out of scope from this document.
- Assuming that the application will not have a guest access facility.

Application Considerations

Existing Code Takeover	No
Creation of App Widget	No
Creation of Appclips/Instant App	No
Use of 3D Touch	No
Use of any 3rd party API/Lib	Yes
Use of Social Logins	No
Use of Location Services	Yes
Use of Push Notifications	Yes
Use of Contacts Kit	Yes
Use of any device sensor	No
Use of Camera	Yes
Use of cloud storage - iCloud, Dropbox, Google Drive	No
Use of Local Database	Yes
Use of Calendar	No
Use of Bluetooth	No
Use of Media Library	Yes
Use of Microphone	No
Existing Designs	No

Proposed Technology Stack

Hosting Environment	• AWS

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Compute	• AWS ECS (Fargate)
	    o Programming Language: NodeJS
	    o Data format (REST - JSON)
	    o API Management: Swagger
	
	Note: Virtual Machine patching, High Availability, Scaling, Backups, Restorations needs to be handled by the client team.

Database	• AWS RDS (PostgreSQL)
Storage	• AWS S3 Bucket
Mobile App	Framework: React native Android • Support from version 8.x to 11.x • Local DB - RealmDB • Target Devices - Four devices to be selected in agreement with the client on which testing will be carried out. • Tablet Support - No • Orientation - Portrait Only iOS • Support from version 12.x to 14.x • Local DB - RealmDB • Target Devices - iPhone 8, 8+, 10, 11 Pro • iPad Support - No • Orientation - Portrait Only Note: • By default, the application will be displayed & be compatible in light mode only.

Web Panel	• Browser Support -
	    o Safari – Latest 3 versions
	    o Chrome – Latest 3 versions
	    o Firefox – Latest 3 versions
	• Language - ReactJS

Currency	• CAD, AUD, EURO
Language	• English,
Code Repository	• Bitbucket
3rd party to be used (Free)	• Push Notifications (Google Firebase) • Authentication (Email) • Crash Detection (Firebase)

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Proposed System Architecture (AWS Reference Diagram)
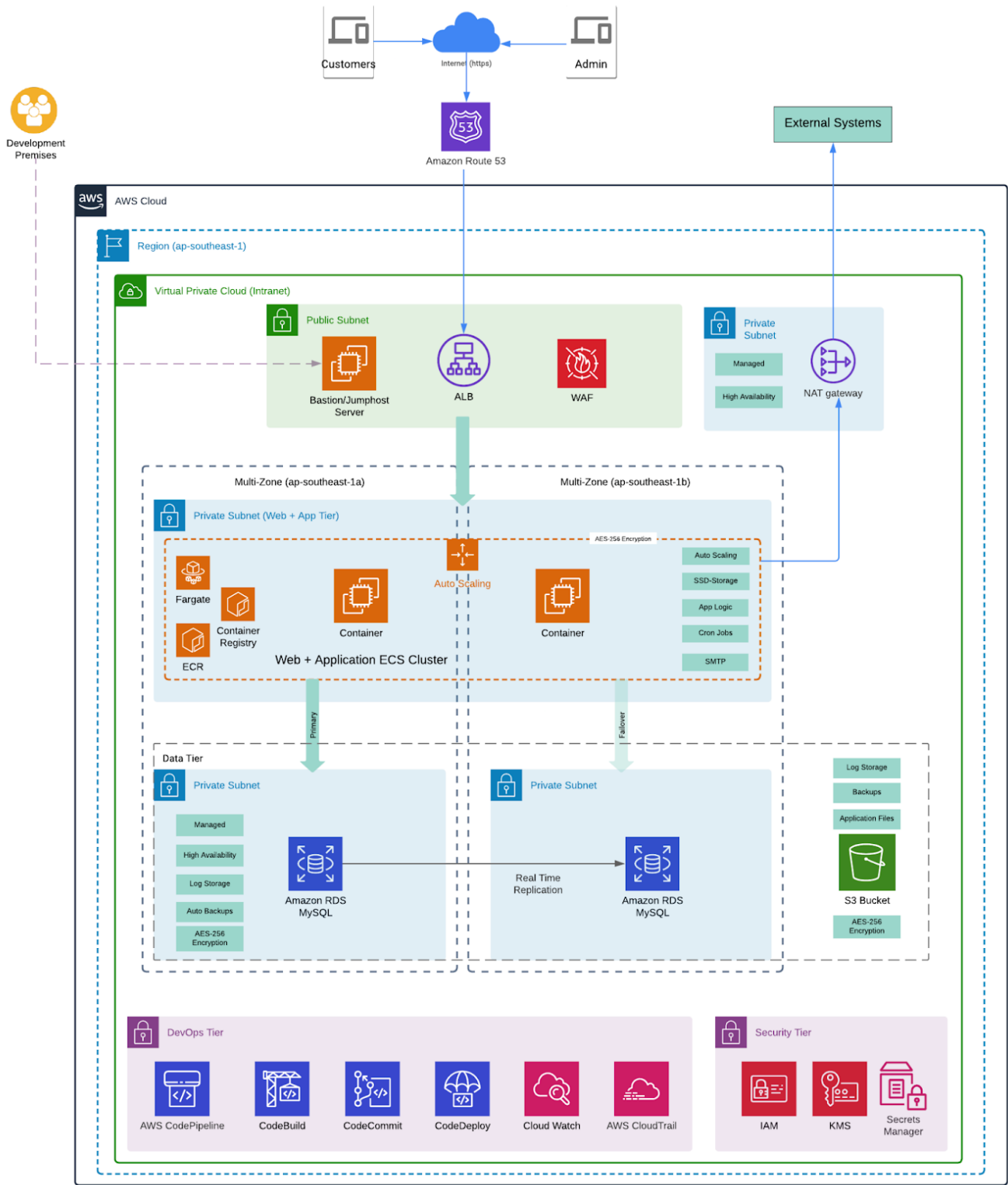
Notes:

1. The above architecture is an enterprise-grade level architecture and not all services mentioned would be required.
2. All the services/compliance/modules mentioned in the architecture diagram subject to the requirement and some components might cost additional costs.

Tentative Project Deliverables

Affle will provide the below-listed deliverables during the project.

1. Designs	• Adobe XD • HTML's
2. Build + Codebase	• iOS App - Consumer, Service Provider App (common app) • Android App - Consumer, Service Provider App (common app) • Admin Panel • Backend
3. Documentation	• FRD (Functional requirement document) • Project Plan • Architecture document • Database schema • Central file for all credentials
4. Activities	• Client's server setup (SSL, VMs, Database, Storage) • Setting up of deployment pipeline

Timeline & Commercials

Timeline

- Delivery timeline:
  o Phase 1 - 3 Months
  o Phase 2- 0.5 Month
- Only working days are considered for the delivery timeline.
- The timeline is subject to timely feedback and reverts from the client.
  o General Queries & feedback need to be responded to within 48 Hours.
  o Urgent Queries and feedback need to be responded to within 24 hours.
- Delay due to third-party dependencies (API, Hosting, Credentials, Inputs, etc) will not be considered as part of the delivery timeline.
- All the feedback on milestone deliverables has to be received within one week else it will be considered as auto-approved and further changes will cost additional.
- There will be a time bound one week analysis and a one-week design phase. Any Delay will impact the delivery timeline hence commercials.
- If the scope is expended by adding Change Request, the timeline may have a proportional impact.
- The delivery timeline is according to the utilization of the deployed dedicated resources, based on task complexity and other factors it can vary accordingly.
- Only Two launches have been considered in the project. Additional launches will take the additional effort.

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Commercials

One Time Development Cost

Component	Efforts (Man Days)	Cost (INR)
Migration of existing user and transaction migration	15	₹162,000
Analysis (Mobile App)	10	₹108,000
Designs (Mobile App) • XD File & PNG mockups for theme and UI sign off • UI high fidelity screens will be designed from the provided wireframes for both web and mobile app	13	₹140,400
Consumer App (iOS, Android)	45	₹540,000
Admin Panel (Predefined Theme)	55	₹660,000
Application Backend (APIs, Database, Hosting)	45	₹540,000

Integrations
• Common APIs for all 4 countries:
  o Jumio KYC verification
  o Fixer.io
  o Sendgrid
  o Twilio
  o MessageBird
• Country specific money transfer APIs:
  o Canada - Plaid
  o Australia - Moonova
  o India - Hypto
	33	₹396,000

Project Management Scrum Agile Methodology, Code management (Bitbucket), Project management tool (JIRA)	45	₹576,000
Quality Analysis and Manual Testing • Smoke Test, SIT, Regression Test, Sanity Test • Functional Testing • UI/UX -Testing: Browser & OS Compatibility Testing, Responsiveness, Device Compatibility Testing (Tool: Browserstack) • Security Testing: Code Quality, Static Code Review (Tool: Sonarqube)	55	₹594,000
Phase 1 Cost		**₹3,716,400**
Analysis (Mobile App)	2	₹21,600
Consumer App (iOS, Android)	5	₹60,000
Admin Panel (Predefined Theme)	5	₹60,000

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Application Backend (APIs, Database, Hosting)	5	₹60,000
Integrations	7	₹84,000
Project Management	5	₹64,000
Quality Analysis and Manual Testing	5	₹54,000
Deployment and Launch	5	₹60,000
Phase 2 Cost		**₹463,600**
Total Cost (Phase 1 & 2)		**₹4,180,000**
Discount (~ 7%)		**₹280,000**
Total Cost of Ownership		**₹3,900,000**

Maintenance Cost

Item Description	Price (INR)

Monthly Maintenance Cost
• Duration - 1 Month
• Hours Restriction - 80 Hours
• If more than allocated will be consumed those hours will be billed separately at the Change Request Rate
• AMC will be initiated after the go-live and AMC initiation date will be shared by Affle's project manager on basecamp
• The final number of hours required for application maintenance can be further decided mutually between the client and Affle' project manager post-application go-live or any time in-between. The commercials will be revised proportionally according to the increased number of hours
• Below is the list of tentative maintenance activities. All the activities might not be applicable and these can be revised mutually between the client and project manager.
• Sample Application Maintenance Activities:
  o Make the application compatible with the latest version of compatible browsers.
  o Make the application compatible with the latest version of compatible iOS and Android OS versions..
  o Make the application compatible with newly launched devices running the OS versions to which the application is already compatible
  o Handle code deprecations and replace them with the latest code. Updating code libraries to newer versions.
  o Deployment to Dev, UAT and Production Environment.
  o Cosmetic changes in the application i.e application text, font, placements and colours.
  o Prepare RCA (Root Cause Analysis) reports.
  o Prepare an impact analysis report when a major change needs to be introduced into the system.
  o Fixing application bugs and crashes.
  o Code optimization specific to RSAF for performance gain, security gain and to increase the readability and reusability of the code.
  o Upgrade to the next stable version of programming language for performance & security gains.
	₹120,000

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• Communication Support
    ○ Communication Support via email, Google Hangouts and basecamp.
    ○ Communication support via phone.	

One Year Maintenance Cost (12 months)	**₹1,440,000**

*These are not the final maintenance activities and tentative in nature. After go-live the client and project manager can define the maintenance activity mutually based upon task and required time to complete the task.

Third-Party Cost

S/N	Third-Party	Purpose	Cost (USD)	Cost Type
1	Amazon Web Services	• Hosting	On existing client's account. To be billed on actuals.	Monthly
2	Domain and SSL	• Domain & SSL	~$150 - $200	Yearly
3	Playstore	• Android App Hosting	$25	Yearly
4	Appstore	• iOS App Hosting	$99	Yearly
5	Send Grid Email Gateway	• Notifications • OTP Verification	$14.95 Essential Plan - Covers upto 50,000 emails per month (click here)	Monthly
6	Twilio SMS Gateway	• Notifications • OTP Verification	Billed per SMS	Monthly
7	KYC Verification	• Jumio	On Existing Client Account	Monthly
8	Currency Conversion API	• Fixer.io	Basic Plan - $10 (click here)	Monthly
9	Whatsapp API	• MessageBird	On Existing Client Account	Monthly
10	Money Transfer API	• Canada - Plaid • Australia - Moonova • UK - Stripe • India - Hypto	On Existing Client Account	Per Transaction Basis
11	BI Tool	• Metabase	$20	Monthly

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NOTE: This is a tentative list to mention the third-party costs. In principle, all the third-party costs are to be borne by the client.	

Limited Warranty - 2 Months post Launch

- The warranty is applicable only on respective launches (up to 2 launches)
- Interim launches will not be covered under warranty
- Warranty initiation data will be the launch date by default, no separate documentation required
- Warranty will cover features associated with the respective launches not all the features
- Only features mentioned in the scope of work section will come under warranty
- Any issue related to the 3rd party APIs will not be part of the warranty
- Warranty caters to functional bugs only, cosmetic bugs & changes (change in text, design tweaks, etc) will be treated as change requests
- All the maintenance activity will be part of the App Care support Not Warranty.
- There can be a difference of one month at max between UAT acceptance and launch, in case launch is delayed by client the warranty will be started from the data of 1 month UAT completion

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Payment Terms

Requirement and Deliverables	Tentative Date	Cost (%)
At the Start of the Month 1 – Agreement Date	4th June 2021	25% of the Total Cost
At the start of the Month 2	4th July 2021	25% of the Total Cost
At the start of the Month 3	4th August 2021	25% of the Total Cost
At the start of the Month 4	4th September 2021	25% of the Total Cost
App Maintenance Cost - Quarterly Upfront	As applicable	100% of the Quarterly Maintenance Cost

Notes:
- Payment terms for Application Maintenance & Change Request (CR) will be 100% upfront.
- Third party cost will be paid by the client directly
- The payment terms are not associated with the deliverables.
- UAT time period will be limited to 1 week only, post that the builds will be considered auto approved.
- Working hours: 10:30 AM to 7:30 PM IST
- Working days: Monday to Friday

Notes:

- The above costs are a Rough Order of Magnitude (ROM) estimate based on the assumption and scoping available, as outlined in the SoW section. During the analysis phase, a detailed scope of work will be generated and documented. Deviation in the scope mentioned in contract vs scope derived in project analysis may result in re-estimation of timelines and hence, commercials.
- Source code and documentation shall be maintained by Affle in a secure environment and be released after completion of the tenure of this contract and after payment of all outstanding amounts in full.
- Once the development started, the scope of work can be modified mutually by the project manager and the client with the written consent of both the parties
- Both Parties agree that all product work, materials, and documentation derived from the development by Affle under this Agreement and if any attachments, including but not limited to the software, are owned exclusively by the Client.
- The client represents that work assignments to Affle do not violate any laws or generally accepted business practices or infringes any IPR of any third party.
- If no discrepancies are reported to Affle on any invoices raised within 7 days from the date of the invoice, the invoice shall be considered final and non-cancellable.
- For late payments, Affle reserves the right to impose a monthly compound interest fee of 1.5% on the outstanding amounts plus incidental and ancillary costs incurred towards the collection of the overdue amounts.
- In case of non-payment Affle reserves, the right to put the project on hold on a 2 days notice period.
- The client shall initiate a payment, immediately as per the terms of this Agreement for corresponding invoices. In case of any delay, the client shall inform the team with a tentative date of payment and the reason for such a delay. Acceptance of reasons for delay would be at the sole discretion of Affle's management. The project would be put on hold for non-correspondence from the client after 7 days from the date of the invoice.
- Payments to be made to Affle will have no dependency on third-party or payments expected by the Client from its own clients or any other factor.
- In case of any conflict, the terms & conditions will be governed by the Master service agreement
- Payment for change requests (INR 1,500 per man hour) will be 100% upfront.

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- In case of delay in the Project, if the delay is longer than 1 month and is not caused by any action or omission by Affle the invoice against the completed development/ work within the milestones has to be paid within 3 days of receipt of the invoice.
- All costs & payments are exclusive of taxes. The client may deduct applicable withholding tax/ TDS on payment made to Affle subject to a valid certificate from the tax authorities.

SLA of Support & Maintenance

Problem Analysis & Management

Business Impact Level	Problem Impact (Any of the following Conditions is met)
1	**A) Impact on Business Operations** • A complete crash or unavailability of the System; or • Affects VIPs (CE/DCE/ACE/CTO/CCO/Executive Directors/Directors) **B) Disruption to Public at Large** • Creates public inconvenience/alarm/chaos and is time-critical **C) Security Breaches** Malicious Security Attacks/Unauthorised Access • Incidents affecting the government or nation-wide • Incidents localised within the system with an adverse impact on the business operation of the client • Potentially affecting the System and/or ability of the system to perform its functions Viruses/Worms/Trojans • Virus attacks affecting the government • Virus attacks affecting the client with adverse impact on the business operation • Virus attacks affecting the System, resulting in an adverse impact on the business operation
2	**A) Impact on Business Operations** • A critical component of the System is unavailable, affecting a particular process • A problem affecting 25% of the users' operation • Significant defects result in a degradation in services or operations. **B) Disruption to Public at Large** • Some public inconvenience but not time-critical **C) Security Breaches** Malicious Security Attacks/Unauthorised Access • Targeted attacks on the system with some impact on the system ability to perform its functions • Incident localised within the system but which has no adverse impact on the business operation Viruses/Worms/Trojans • Localised attacks disrupting some users within the system with some impact on a system's ability to perform its functions • Virus attacks affecting the system but resulting in no adverse impact on the business operation

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3	A) Impact on Business Operations • Part of the System is not operational, with minimal or no impact on the operation of the System B) Disruption to Public at Large • No inconvenience to the public C) Security Breaches Malicious Security Attacks/Unauthorised Access • Unsuccessful attempts reported (scans and probes, spoofing of emails, spam/scam emails etc) Viruses/Worms/Trojans • Few users within the system affected with no impact on the operations

* Hours indicate working hours (10:00 AM - 07:00 PM IST) only

Service Level by Business Impact Level Classification (Working Hours)

Business Impact Level	Response Time	Status Reporting	Problem Resolution Time
1	Within 90 mins	Every 4 hours till completion of the resolution	Within 4 hours for the system related problems Within 24 hours for application-related problems
2	Within 105 mins	Every 24 hours till completion of the resolution	Within 24 hours for system related problems Within 3 working days for application-related problems
3	Within 120 minutes	Every 24 hours till completion of the resolution	Within 3 working days for system related problems Within 5 working days for application-related problems

IN WITNESS WHEREOF, the duly authorized representatives of both the Parties hereto have executed this Agreement.

For Affle India Limited	For Fintech India
Authorised Signatory: **Name:** Anuj Kumar	**Authorised Signatory:** *Prem Bhalla* DocuSigned by: 6521D6B2CDF74EF... **Name:** Prem Bhalla **Designation:** Partner

Designation: Co-Founder, Chief Revenue & Operating Officer **Address:** 102, Wellington Business Park-I, Off Andheri Kurla Road, Marol, Andheri (East), Mumbai – 400059, Maharashtra	**Address:** 1st Floor, Shop No 6-7, Bedi Paradise, Garha Road, Jalandhar, Punjab, 144001