

This **Partner Agreement ("Agreement")** is entered into on the date and place as set out in **Schedule 1** of this Agreement between:

Payrite Payment Solutions Privat Limited, a company incorporated under the Companies Act, 2013, with Corporate Identification Number **U66190GJ2024PTC148447** and having its registered office at 401, Dhananjay Flats, Opp Suncity, S.V Road Rajkot Gujarat India 360005,(hereinafter referred to as the "**Company**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **First Part**;

AND

Mr./Ms TOKYO FASHION & MOBILE ACCESSORIES

the detail of which are set out in **Schedule 1** of this Agreement (hereinafter referred to as the "**Partner**", which expression shall unless repugnant to the context or meaning thereof include their successors, heirs and permitted assigns) of the **SECOND PART**.

"Company" and "**PARTNER**" are collectively referred as "**Parties**" and individually referred to as "**Party**".
WHEREAS:

1. Company is inter alia engaged in the business of providing digital/technological financial solutions to its customers in India by facilitating dissemination of digital financial services provided by various service providers including but not limited to services like financial inclusion services in partnership with banks as Partner, distribution of financial products and services including loans, insurance products, investment services, issuance and sales of wallets and prepaid cards and non-financial nature products and services through the Platform ("**Company Services**").
 2. Company is now desirous of collaborating with various distributors of goods and services by associating with them as their strategic business partners to enable the Company to expand the distribution network for providing Company Services and to collaborate in the dissemination of the Company PARTNER wishes to collaborate with the Company a strategic business partner to assist the Company in appointing various retail partners in various cities, managing such retail partners and in certain cases also dissemination of Company Services to such retail partners.
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1. The Parties are desirous of entering into this Agreement to record the rights and obligations agreed between them in respect of the aforesaid business activities in accordance with the terms and conditions set out

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the

1. DEFINITIONS AND INTERPRETATION

- In the Agreement, unless the contrary intention appears and/or the context otherwise requires, capitalised terms defined by:

(i) inclusion in quotations and/or parenthesis have the meanings so ascribed; (ii) the capitalised terms used herein and not defined in this Agreement shall have the meaning ascribed to them in the Company Rules and/or the Website; and (iii) the following terms shall have the meanings assigned to them herein below:

"Affiliate" in relation to a Party means, (i) in case of a natural Person, the father, spouse and minor children of such natural Person; and (ii) in case of any Person other than a natural Person, any Person which directly or indirectly Controls, or is under the common Control with, or is Controlled by, such Person;

"Agreement" means this agreement and all its modifications from time to time in accordance with its terms, together with all schedules, annexures and exhibits hereto;

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

"Approvals" means any consent, approval, authorization, waiver, permit, grant, license, certificate, exemption, order, registration, declaration, filing, report or notice of or to any Governmental Authority;

"Business " shall mean any or all of the following activities:

- carrying on business activities by provisions of electronic commerce, digital commerce either directly, indirectly, through collaboration, by joint venture, as ancillary units for Indian and export markets or under licenses and/or trade agreements, by use of technology to setting up large networks of stores and agents across the globe to facilitate digital commerce in most efficient manner by means of technology application;
- provision of services as per customer requirements by assisting the network and users with all possible methods including but not limited to supply chain management, procurement,

distribution, analytics, offers, promotional s other assistance, locational and augmented reality technology, call centre, logistics, branding and advisory;

- undertaking additional activities through partnerships in BFSI, Travel, Telecom, Utilities, Education and other sectors and working towards enhancing the local area commerce that accentuates best utilization of resources for the community;
- operating as a Financial Technology ("FinTech") Hub and accelerator for various start-ups in different areas including Education, Medical and Health assistance, Wealth management advisory, Agri Tech ; and/or
- facilitating dissemination of digital financial services to customers including among other services like issuance s sales of wallets and prepaid cards and nonfinancial nature products;

"Business Day" means any day of the week (excluding Saturdays, Sundays and public holidays) or a day on which banking institutions in India are open for general business;

"Chargeback" shall mean a demand by PARTNER on its bank or financial partner to be paid a sum of money with respect to a financial transaction for which the remittance has been made by PARTNER to Company but the Company has not received such some of money in its designated bank account;

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

"Confidential Information" means all information (whether oral or recorded in any medium) relating to the business, financial or other affairs (including future plans) of the Company, Retail Partners, Consumers which is treated by the Company, as confidential, or is marked or is by its nature confidential, including but not limited to all copyright, trademarks, trade secrets, patents and other intellectual property rights belonging to the Company, their Affiliates or any of the Retail Partners, as the case may be, together with the existence and contents of this Agreement (Including all Schedules), any ancillary documents and the negotiations relating to this Agreement;

Competing Business" shall mean: "

- Business; and/or
- Consulting in the area of

"Controlling", "Controlled by" or "Control" means, with respect to any Person, (i) the ownership of more than 50% (fifty percent) or more of the equity shares or other voting securities of such entity; or (ii) the possession of the power to direct the management and policies of such entity; or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner, whether (a) formal or informal;

(b) having legal or equitable force or not; (c) whether based on legal or equitable rights; or (d) directly or indirectly, including through one or more other entities; and the term "**Common Control**" shall be

construed accordingly; "**Consumer**" shall mean the consumer that undertake a transaction on the Platform and/or Website including but not limited to domestic money transfer, loading, reloading of pre- paid wallets, sale/ purchase of goods and services including financial and non-financial services by utilizing the Company Services either by itself or through a PARTNER and/or the Retail Partner and that is bound by the consumer terms and conditions between the Company

"Financial Services" shall mean the financial services provided by various service providers to the Consumers utilising the Company Services on the Platform;

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

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

"Intellectual Property" shall mean all intellectualproperty used for the purpose of or in association with or in relation to providing the Company Services utilising the Platform and includes without limitation, (a) Software, operating manuals, software code, program, instructions, specifications, processes, input methods, data or information used in relation to, in association with or for the operation of the software installed by

Company; (b) the trademarks, service marks, trade names, business names, logos, symbols, styles, colour combinations used by Company during the course of its business and all depictions, derivations and representations thereof; (c) all promotional material including without limitation, advertisements, literature, graphics, images, content and the 'look and feel' of all of the above; (d) all information, data or material in whatever form, whether tangible or not, provided by Company to PARTNER during the course of or in relation to the Services; and (e) all techniques, formulae, patterns, compilations, processes, inventions, practices, methodology, techniques, improvement, utility model, procedures, designs, skills, technical information, notes, experimental results, service techniques, samples, specifications of the products or services, labeling specifications, rights on software, and any other knowledge or know-how of any nature whatsoever;

"Material Breach" shall mean the material breach of the terms of this Agreement by PARTNER including but not limited to any breach of the provisions under Clause 6 of this Agreement;

"Person" shall mean any individual (including personal representatives, executors or heirs of a deceased individual) or legal entity, including but not limited to, any partnership, joint venture, corporation, trust, unincorporated organisation, limited liability company, limited liability partnership or Governmental Authority; **"Platform"** shall

mean the Software accessible through the Website; "Proprietary Items" shall mean any document, record, notebook, plan, model, component, device, communication device, computer software or code, or Confidential Information or Trade Secret whether embodied in a disk or in any other form, including electronic form owned and/or used by the Company;

"RBI" shall mean the Reserve Bank of India;

"Retail Partner Business Account" shall mean the account opened and operated by the Retail Partner for availing Company Services and assisting the Consumers in financial transactions on the Platform;

"Retail Partner(s)" shall mean the Potential Partner engaged by the Company as retail partner;

"PARTNER Business Account" shall mean an account opened and operated by the PARTNER for availing Company Services and utilising the Dissemination Rights in accordance with the terms of this Agreement;

"Security Deposit" shall mean the amount specified in **Schedule 1** of the Agreement, deposited by PARTNER to Company at the time of execution of this Agreement in accordance with Applicable Laws;

"Services" shall mean: (a) services provided by PARTNER to Company with respect to PARTNER's Dissemination Rights; and/or(b) such other services as intimated by Company to PARTNER from time to time;

"Software" shall include custom built software that is owned by Company, or software that has been licensed from third party suppliers by Company and in relation to which Company has obtained the right to sub license from such third party suppliers, as modified/ replaced from time to time, that enables PARTNER to utilize Company Services on communication devices such as computers, mobile phones and other handheld wireless devices etc. as identified by Company from time to time;

"Related Entities" shall mean any parent company, subsidiaries, affiliated corporations, partnerships, or joint ventures of the Company;

"Trade Secret" shall mean information, including a formula, pattern, compilation, program, device, method technique, or process that derives independent economic value, actual or potential, from being not generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic

value from its disclosure or use, including but not limited to the patented information and processes as well as the unpatented information and processes comprising, underlying, arising from, and associated with and/or used by the Company or any Related Entity;

"**Tax**" or "**Taxes**" shall mean any and all taxes, cess, levies, imposts, duties, charges, deposits, fees, deductions or withholdings that are, or that are to be, imposed, levied, collected, withheld or assessed, together with any and all interest, penalties, claims or other liabilities arising under or relating thereto; "**Territory**" shall have the meaning ascribed to it in **Schedule 1** of this Agreement; and

"**Website**" shall mean and include www.payritepayment.in, mobile application of Company, any successor website/ applications, any website of Related Entity or any other channel facilitated and permitted by Company including but not limited to App, any other digital medium including phone, displays, emails, social media. interfaces, messaging interfaces, wallet, payment intermediaries using Company's interface.

- **Interpretation**

- The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant statute/legislation.
- Words denoting the singular shall include the plural and words denoting any gender shall include all
- Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the
- References to days, months and years are to calendar days, calendar months and calendar years,
- Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business
- Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form including but not limited to any instructions provided by the Company in the Website and/or the
- Any reference to "instructions" and "instructed" shall include any instructions provided by the Company in the Website and/or the
- Any reference to "intimation" and "intimated" shall include any intimation provided by the Company in the Website and/or the
- The words "include" and "including" are to be construed without
- No provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft

2. SCOPE OF THIS AGREEMENT

- **Identification, Referral and Management of Retail Partners**

- During the Term of the Agreement, the PARTNER shall identify and refer to the Company, Persons operating within the Territory for appointment as potential retail partners of the Company with respect to facilitation in provision of the Company Services ("**Potential Partner(s)**").
- Prior to referring any Person as Potential Partner, PARTNER shall conduct a thorough due diligence ensuring that: (a) such Potential Partner fulfill the criteria set out by the Company with respect to appointment of Retail Partners; and (b) such Potential Partner has the financial and

legal capability of undertaking / assisting the Consumers in availing financial transaction on the Platform utilising the Company

- It is hereby agreed and declared by the Parties for the avoidance of doubt that the Company at its sole discretion and with or without providing any reason may reject any Potential Partner to be appointed/engaged as the Retail

- During the Term, Company may also permit, on non-exclusive basis, PARTNER to distribute and disseminate Financial Services on a pre-paid basis to the Retail Partners through Platform and utilising Company Services ("**Dissemination Rights**") in the Territory in the manner as set out below:

- For availing the Dissemination Rights, PARTNER would be required to pay an upfront amount as determined by the Company from time ("**Distributor Amount**");
- Company shall give net credit of the Distributor Amount for permitting Dissemination Rights to PARTNER and for making available to PARTNER the Platform, Company Services and setting up PARTNER Business Account in accordance with the terms of this Agreement ("**Distributor Net Amount**");
- Distributor Net Amount shall be available for PARTNER to be provided as credit limit to the Retail Partners for making available the Financial Services to the Consumers on a pre-paid basis through Platform and utilising Company

- Simultaneous with the execution of this Agreement, PARTNER shall also provide a Security Deposit to the
- The Parties hereby agree and declare that upon PARTNER being granted the access of the PARTNER Business Account, the financial transaction of PARTNER paying the Distributor Amount to the Company shall become irreversible and PARTNER shall provide necessary instructions to its bank or any other financial service provider, assisting and enabling this transaction, in a form prescribed by the Company, ensuring that no Chargeback shall be permitted for the said transaction.

2.3 During the Term, PARTNER shall perform the Services and at all times manage and ensure that the Retail Partners carry out their activities with respect to assistance in the provision of Company Services in accordance with the terms of this Agreement, Company Rules and instructions provided by the Company to PARTNER and/or to the Retail Partners.

3. SERVICE FEES AND EXPENDITURE

- In consideration of the Company providing the Dissemination Rights to the PARTNER, Company shall deduct its ("**Company Service Fee**") as may be specified by Company from time to time and/or published on Website and/or Platform from time to time. Company shall also be entitled to receive/deduct any other service fee from PARTNER for any services provided by the Company to PARTNER as may be specified by Company from time to time and/or published on website and/or platform from time to time.
- remuneration (collectively the "**PARTNER Service Fees**") for the Services, as may be specified by Company from time to time and published on Website from time to

- PARTNER shall be responsible for payment of its own Taxes, of whatever nature, in respect of all sums payable by Company to PARTNER under this

4. TERM AND TERMINATION

• Term

- This Agreement will be effective from the Effective Date and shall remain valid for a period of 5 (five) years from the Effective Date unless terminated earlier in accordance with Clause 2 of this Agreement ("Term").
- Upon the expiry of the Term and subject to satisfactory performance of PARTNER's obligations under the Agreement, this Agreement may be renewed at Company' option, on such terms and conditions as may be applicable at the time of such Company

may exercise its right of renewal by giving a notice in writing to the PARTNER 30 (thirty) days prior to the completion of the Term.

- If Company decides to renew the Agreement, the Parties shall forthwith execute an agreement on the same terms and conditions and/or such terms and conditions as may be applicable at the time of such PARTNER shall ensure that the said agreement is renewed from time to time and PARTNER agrees and acknowledges that Company shall not be responsible/liable in any manner whatsoever, if Agreement is not renewed and the PARTNER continues to do business during such period wherein there is no valid agreement between the Parties.

• Termination

- During the period commencing from the Effective Date and expiring on 24 (twenty-four) months from the Effective Date, (the "**Lock-in Period**") PARTNER cannot terminate this
- After the expiry of the Lock-in Period, the PARTNER may terminate this Agreement by giving a 60 (ninety) days written notice to the
- The Company shall have the right to terminate this Agreement immediately upon the occurrence of an "**Event of Default**". For purposes of this Agreement, the term "**Event of Default**" shall have occurred if:
- if there is a Material Breach by PARTNER that remains uncured even after the expiry of 15 (Fifteen) Business Days after the date of a written notice issued by the Company of such occurrence; or
- if an order is made by a court of competent jurisdiction, or a resolution is passed, for the liquidation, bankruptcy, insolvency or administration of PARTNER or a notice of appointment of an administrator of PARTNER is filed with a court of competent
 - In addition the foregoing, Company may terminate this Agreement at any time by giving a 30 (thirty) days written notice to the
- The rights and obligations of the Parties under this Agreement, which either expressly or by their nature survive the termination of this Agreement, shall not be extinguished by termination of this
- The termination of this Agreement in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any Party against the other Parties, prior to such

5 CONSEQUENCES OF TERMINATION

- Upon termination of this Agreement for any reason as stated in Clause 4 above, the PARTNER shall:
 - immediately cease to utilise, promote, market advertise Company's products and/or services including but not limited to Company Services;
 - immediately discontinue to utilise any Intellectual Property including but not limited to logo and

name of the Company and shall immediately hand over any and all copies or documentation of such Intellectual Property;

- immediately return to Company all Confidential Information provided to PARTNER under the Agreement including but not limited to all information and data with respect to the Retail Partners and the Consumers;
- immediately return to Company originals and copies of any and all materials provided to PARTNER pursuant to this Agreement or in the course of provision of the Services, including any publicity and marketing materials in its possession;
- immediately discontinue and cease to use the Platform and/or any Software provided by

Company and shall hand over any copies or documentation of such software and shall purge such software or cause it to be purged from all human and machine readable media (or other memory devices);

- provide remote access to Company to disable any software that Company had installed;
 - immediately remove all signboards, banners, glow signboards and all such material which indicates any association with Company from its office and any other premises; and
 - confirm in writing to the Company of having complied with the provisions of this Clause
- Upon termination of this Agreement for any reason as stated in Clause 4 above, the Company reserves the right at its sole discretion to terminate or suspend the PARTNER Business Account and/or the Retail Partner Business
 - In the event of termination of this Agreement by Company pursuant to 4.2.3, Company reserves the right to appoint an alternate strategic business partner and all the amounts paid by the PARTNER will be adjusted against compensation for consequential opportunity loss of the Company In such a case company at its sole discretion
 - Upon notice of termination from either Party, PARTNER shall perform all the obligations under this Agreement during the notice period as set out in Clause 2.2 or Clause 4.2.4 (as the case may be). Any waiver of the forgoing obligation should be at the absolute discretion of the Company and such waiver shall only be valid if given in writing by the Company
 - Upon termination of this Agreement, Company shall subject to Clause 7, refund the Security Deposit to the
 - PARTNER hereby agrees and undertakes that it shall grant the Company, its employees or agents, access to its offices/place of business and information technology systems for a period of 60 (sixty) days after termination for the verification of its compliance under Clause 5 of the

6 REPRESENTATIONS WARRANTIES AND UNDERTAKING

- PARTNER represents and warrants to the Company that the execution and delivery by PARTNER of this Agreement does not, and the performance by PARTNER of his obligations hereunder will not, with or without the giving of notice or the passage of time, or both:
 - violate any judgment, write, injunction, or order of any court, arbitrator, or governmental agency, applicable to PARTNER; and / or
 - conflict with result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the PARTNER is a party or by which PARTNER is or may be bound, including, without limitation, any non-competition, non solicitation agreement or similar
- PARTNER further represents and warrants that it fully and completely understands this Agreement and the financial requirements and risks associated with the same and that it has engaged in negotiations with the Company and has either consulted with an attorney of his choice or has had ample opportunity to do so and is fully satisfied with the opportunity it has had.

- PARTNER hereby agree and undertakes the following:
 - It shall at all times ensure compliance with Applicable Laws, the provisions of Agreement, Company Rules and intimations provided by the Company from time to time;
- It shall not at any point undertake or facilitate, through any officer, employee, agent of the Company, any cash collection or payment from the Retail Partners. PARTNER shall be solely responsible for any such cash collection or settlement and shall indemnify and hold harmless the Company from any loss arising out or in relation to such cash transaction/collection;
- it shall ensure that the Potential Partners should meet the financial and legal eligibility criteria for Retail Partners as intimated by the Company from time to time;
- it shall make correct and accurate representations of the services offered by the Company

including Company Services to the Potential Partners and Retail Partners;

- it shall not at any point and to any Person make any communication regarding the services offered by the Company unless authorised by the Company in writing;
- It shall be responsible for managing such Retailer Partners in the Territory as intimated by the Company and shall ensure that the Retail Partners comply with the terms of Company Rules and the retailer agreement /terms and conditions entered into by each Retail Partner with Company and PARTNER shall have access to such retailer agreement and/or terms and conditions;
- It shall immediately intamate the Company of any violation of the terms of the retailer agreement and/or terms and conditions agreement entered into between Company and the Retail Partner, which comes to its notice, or any potential violation by any Retailer Partner, or of other

circumstances that can cause damage to the business, goodwill and reputation of Company;

- It shall work exclusively for the Company during the Term and shall not provide its services to any other Person, unless so permitted by Company in writing;
- During the Term and for a period of 1 (one) year thereafter, it shall not, directly or indirectly, either individually or through any Person (including through its employees, Affiliates or relatives or in a firm where the PARTNER or any relative or nominee of the PARTNER is a partner, or in any

company where the PARTNER or any relative or nominee of the PARTNER is a director or shareholder):

- be appointed as a distributor/ strategic business partner/retail partner for any other Person that is carrying out any business that is same or similar to Competing Business or is in competition to business carried by the Company and/or the Related Entities; and/or
- engage or be interested (as a stockholder, director, officer, trustee, consultant, or otherwise), either

individually or through any Person, in any other business, which undertakes, anywhere in India or elsewhere, any activity, which is competitive with the Company's and/or Related Entities business activity without the prior written consent of the Company. PARTNER understands and agrees that the Company may withhold such consent at its sole discretion;

- It shall not encroach upon/solicit business in the territories assigned to other business partners, distributors or retailers of the In the event of disputes between the PARTNER any such other business partner of Company, such disputes shall be resolved by an officer appointed by Company in this regard, whose decision shall be final and binding;
- It shall maintain accurate and proper accounts of all transactions between the Retailers Partners and itself in the form prescribed and updated by the Company from time to time;
- services or execution of its duties, ensuring accountability and integrity at every

- It shall not provide any discounts on the prices fixed for various products/services by Company except with Company's prior written consent;
- It shall promote the sale of Company's products/services in accordance with the publicity and marketing guidelines issued by Company from time to time;
- It shall make all efforts to settle any disputes that may arise between Retail Partners, or between the Retail Partners and the Consumersamicably and in the event any such dispute is referred to a consumer forum or other competent authority, shallprovide all assistance in the settlement of the dispute;
- It shall be solely responsible for and hereby undertakes to strictly comply with all Applicable Laws in connection with the provision of the Services and shall obtain and maintain in full force and effect all Approvals, registrations required under Applicable Laws for the operation of the business and provision of the Services, including the exhibition of sign boards and/orneon/advertising signs, , at its expense;
- It shall ensure regular and timely payment and deposit of all Taxes as applicable from time to time with the relevant authorities;
- It shall obtain Company's priorwritten approval for any change in its constitution and/or location of its office and other place of business;

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

- It is aware and acknowledge that the services provided by the Company including Company Services is provided on an "**as is**" and "**as available**" basis and that the use of Company Services by PARTNER and/or Retail Partners is at the PARTNER's own risk;
- It is aware and acknowledge that the Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party including the Financial Services being provided by various service providers through Company Services or Platform or any hyperlinked website or service; and/or
- it shall not, without Company's prior written approval, either on its invoices, letterheads or any other place or by any other means, orally or in writing, make any statement or representation, calculated or liable to induce others to believe that the PARTNER is the agent of Company or do any act, deed or things to bind Company in any way in dealing with any third party (ies).

7. RIGHTS OF THE COMPANY

- **Suspension of Company Services by Company**
 - PARTNER agree and acknowledge that the Company reserves the right to suspend and/or terminate the: (a) provision of Company Services; (b) PARTNER Business Account; and/or (c) the Retail Partner Business Account if PARTNER has:
- violated or is likely to violate the terms of this Agreement or any other agreement it has with Company or any of Company Rules;
- violated or is likely to violate any of the Applicable Law related to the Services; and/or
- provided any false, incomplete, inaccurate or misleading information or otherwise engaged in fraudulent or illegal
 - PARTNER agree and acknowledge that the Company reserves the right to suspend and/or terminate the: (a) provision of Company Services; (b) PARTNER Business Account; and/or (c) the Retail Partner Business Account:

- if a Person other than the PARTNER is attempting to access the PARTNER Business Account, and/or somebody else presents identical commercial credentials in attempts to open another PARTNER Business Account;
- if Company is mandated to do so under Applicable Law and instructions from Governmental Authority;
- for recovery of any of its dues under the Agreement;
- for any suspected violation of any rules, regulations, orders, directions, notifications issued by Governmental Authority from time to time;
- for any discrepancy or suspected discrepancy in the particular(s) or documentation provided by the Consumer, Retail Partner and/or PARTNER;
- due to technical failure, modification, up gradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- due to any act/omission/failure on part of the service provider providing the relevant Financial Services; and/or;
- for any other reason that Company deems appropriate in the best interests of the

7.2 RIGHT TO SET OFF AND WITHHOLD PAYMENT

PARTNER agree and acknowledge that the Company reserves the right at any time to (without notice to PARTNER) set off and apply any or all sums due and payable by Company to PARTNER under this Agreement, and/or any or all sums of money held in accounts with Company (including, without limitation PARTNER Business Account and Security Deposit) against:

- any or all sums due and payable by PARTNER to Company under this Agreement;

- **Data Collection and Privacy**

- PARTNER shall not and ensure that the Retail Partner shall not collect and/or share any data with respect to the Consumers for itself or any other third PARTNER agrees acknowledges that Company shall be the sole owner of all data including Consumer data collected/generated under any transaction utilising the Platform and/or the Company Services; and Company shall be free to share such consumer data with Related Entities.
- In addition to the foregoing, the Parties agree and acknowledge that the Company may collect financial and other data from PARTNER, Consumers, Retail Partners and Potential Partner and may utilise the same for undertaking a credit check through agencies such as Credit Information Bureau (India) Limited for the purpose of recommending them for suitable credit facilities to be provided by financial In

relation to the same, PARTNER:

- Undertakes to assist the Company in collection of such financial data;
- Undertakes to keep such data as a confidential; and
- agrees and acknowledge that Company is the sole owner of such financial data and that such financial data would be a Confidential Information for the purpose of this Agreement.

8. Id Billing

Id billing is done by the distributor/Partner and Super Distributor to add the retailer in their own network and earn commission on the business done by the network. After the payment is done by the distributor/Partner/Super Distributor in the company account, Company will transfer the ids to the distributor/Partner and Super distributor Portal Distributor/Partner and Sd will have to create their own network by diluting the I'd purchased from the company Company will pay a monthly commission on the business done by the network created by the Distributor/Partner/SD Company will provide training on timely basis to the network if required The id billing is a non refundable amount and cannot be claimed by the distributor, Partner or Super Distributor. Company is not liable for any pending un diluted ids in the Portal

- Words denoting the singular shall include the plural and words denoting any gender shall include all
- Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the
- References to days, months and years are to calendar days, calendar months and calendar years,
- Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business
- Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form including but not limited to any instructions provided by the Company in the Website and/or the
- Any reference to "instructions" and "instructed" shall include any instructions provided by the Company in the Website and/or the

G RECORDS AND AUDIT

- PARTNER shall maintain all statutory records as may be required from time to time to be maintained under the Applicable
- PARTNER shall maintain accurate books of accounts in relation to the provision of Services pursuant to this Agreement in accordance with standard accounting practices and shall have the same audited annually by an auditor of good standing and repute and shall forward copies of the audited accounts to Company annually or as and when required by
- PARTNER agree and acknowledge that the authorised representative of the Company has the right to inspect all books, accounts, records and materials in relation to the business operations related to this Agreement during normal business

- During the Term and at any time within sixty 60 (sixty) days after the termination of this Agreement, Company or its employee/representative/agent may, at its expense, carry out an audit to determine whether PARTNER has properly complied with its obligations under this Agreement.

10 NON-COMPETE, NON SOLICITATION AND NON DISCLOSURE COVENANTS

- PARTNER acknowledges that its services hereunder are of a special, unique character, and its strategic business partnership with the Company places it in a position of confidence and trust with customers, suppliers, and other persons and entities with whom the Company have a business
- PARTNER furtheracknowledges that the rendering of services under this Agreement will likely require the disclosure to the PARTNER of Confidential Information including Trade As a consequence, PARTNER agrees that it is reasonable and necessary for the protection of the goodwill and legitimate business interests of the Company that the PARTNER makes the covenants contained in this Clause 6 and that such covenants are a material inducement for the Company to enter into this Agreement, and that the covenants are given as an integral part of this Agreement.
- **Non solicitation Covenants:** PARTNERagrees that during the Term of the Agreement and (one) year after the termination of the Agreement, it will not engage in the following acts:
 - directly indirectly assist, promote or encourage any Retail Partner, Consumer existing or potential employees, customers, clients, or vendors of the Company or any Retail Partner, as well as any other parties which have a business relationship with the Company to terminate, discontinue, or reduce the extent of their relationship with the Company;
 - directly or indirectly offer employment to, enter into a contract for the services of, or attempt to solicit or seek to entice away from the Company any individual who is at the time of the offer: (a) a director, officer or employee with the Company and its Affiliates; (b) client of the Company and/or its Affiliates; and/or (c) or procure or facilitate the making of any such offer or attempt by any other Person;
 - disparage the Company, any Related Entities, and/or any shareholder, director, officer, employee, or agent of the Company or any Related Entity and/or;
 - engage in any practice, the purpose of which is to evade the provisions of this Clause 6 or commit any act which adversely affects the Company, any Related Entity, or their respective businesses.

- **Disclosure of Confidential Information:** PARTNER acknowledges that the Confidential Information and all other confidential or proprietary information with respect to the business and operations of the Company and Related Entities are valuable, special, and unique assets of the Accordingly, PARTNER agrees not to, at any time whatsoever either during or after the term of this Agreement disclose, directly or indirectly, to any Person, use or authorise any Person to use, any Confidential Information without the prior written consent of the Company.
- **Prevention of Premature Disclosure of Confidential Information and Trade Secrets:** PARTNER agrees and acknowledges that, because the success of the Company is heavily dependent upon maintaining the secrecy of the Company's Confidential Information and Trade Secrets and preventing the premature public disclosure of the Company's proprietary information and technology including its Confidential Information and Trade Secrets, the PARTNER agrees to

use its best efforts and highest degree of care, diligence, and prudence to ensure that no Confidential Information, Trade Secret prematurely leaks or otherwise prematurely makes its way into the public domain or any public forum, including, without limitation, into any trade publications, internet chat rooms, social media platform or other similar platform.

- In the event that the PARTNER becomes aware of any premature leak of Confidential Information or Trade Secret or becomes aware of any circumstances creating a risk of such a leak, PARTNER shall immediately inform the management of the Company, of such leak or of such
- **Use, Removal and Return of Proprietary Items:**
 - PARTNER shall utilise the Proprietary Items only to the limited extent of undertaking the Services in accordance with the terms of this Agreement and as intimated from the Company from time to
 - PARTNER shall not and ensure that the Retail Partners shall not utilise the Platform and/or Company Services in any manner that is not explicitly permitted in the
 - PARTNER shall not and ensure that the Retail Partners shall not transmit by any means, electronic or otherwise, any Proprietary
 - PARTNER recognises that, as between the Company and the PARTNER, all of the Proprietary Items, whether or not developed with the assistance of the PARTNER, are the exclusive property of the Company. Immediately, upon termination of this Agreement (regardless of the reason for termination), or upon the request of the Company during the term of this Agreement, the PARTNER shall return to the Company all the Proprietary Items, Confidential Information, Trade Secret or any part thereof in PARTNER's possession or subject to PARTNER's control, and the PARTNER shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Items, Confidential Information, Trade Secret or any part thereof.

11. INTELLECTUAL PROPERTY

- During the Term, Company hereby grants PARTNER a limited non-exclusive, non-transferable, non-sub-licensable, non-assignable, right to use the Platform and Software solely for the purpose of provision of the Services as contemplated under this Agreement, which may be revoked by Company at any time and without assigning any reason at its
 - PARTNER shall not sublicense, assign or otherwise transfer the Software to any Person and is expressly prohibited from distributing, sublicensing, assigning, transferring or otherwise, the Software, or other technical documentation pertaining thereto, or any portions thereof in any with Company's prior written consent.
 - PARTNER may utilise any third party software other than the Software only Further, the PARTNER shall ensure that such third party software is validly licensed and
 - Further, subject to the provisions of this Agreement, Company hereby grants a temporary, limited, revocable, conditional, non-exclusive, non-sub-licensable, non-transferable right to use the Intellectual Property, during the Term and solely for the purpose of and to the extent necessary for providing the Services and in accordance with the directions and specifications as, from time to time, communicated or approved by Company in
-
- Company shall retain all rights over all its Intellectual Property, including the Software and/or Platform, its name and logo and all rights relating to the publicity and marketing materials.

PARTNER hereby acknowledges that:

- the execution of this Agreement does not amount to any transfer to it of any Intellectual Property rights held by Company prior to the execution of this Agreement, nor does this Agreement in any way limit Company's rights over its Intellectual Property, including the right to license to others; and
- any and all goodwill arising from the PARTNER's use of Company's Intellectual Property shall inure exclusively to Company without any
- **PARTNER hereby agrees and undertakes that at any time:**
 - It shall not take any action, which shall or may impair Company's right, title or interest in the Intellectual Property, or create any right, title or interest therein or thereto, adverse to that of Company;
 - it shall not use the Intellectual Property together with any other mark or marks or any other part of trademark;
 - it shall not misuse or permit such unauthorized use of the Intellectual Property;
 - It shall use the Intellectual Property only in the form and manner stipulated by Company from time to time and shall observe any directions given by Company from time to time, including as to the colours and size of the representations of the logo, the manner and disposition on any printed matter including the signage on the interior and exterior of the PARTNER's office premises and any accompanying leaflets, brochures or other advertising materials prepared by the PARTNER ;
 - it shall not use of the Intellectual Property that is not previously provided for by Company without Company's prior written consent;
 - It shall bring to Company's notice all cases of infringement or passing off of Company's Intellectual Property or registration or attempted registration of the same or of any other intellectual property similar thereto. In the event Company undertakes any opposition to or any action to restrain or punish such act or acts, the PARTNER agrees to cooperate fully and freely with Company in the If required by Company, the PARTNER shall permit

Company to undertake such opposition or action in the name of the PARTNER. The costs of any such action shall be borne by the Parties in such proportion as may be mutually agreed upon; and

- It shall render to Company all assistance in connection with any matter pertaining to the protection of the Intellectual Property whether in courts, before administrative agencies, within or without India, or

12. INDEMNIFICATION

PARTNER shall indemnify, defend and hold Company and Related Entities harmless (including their respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages judgments penalties interest and advances (including without limitation Attorneys

- any actual or alleged breach of the PARTNER's representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Company Rules;
- any actual or alleged breach of the Retail Partner's obligations set forth in this Agreement, including without limitation any violation of Company Rules;
- wrongful or improper use of Company's technologies and Intellectual Property;
- violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights;
- violation of any law, rule or regulation of India or any other country; and/or

- any other party's access and/or use of the PARTNER Business Account with the PARTNER 's unique username, password or other appropriate security

13. MISCELLEROUS

- **Jurisdiction:** This Agreement shall subject to the provisions of Clause 2, be subject to the exclusive jurisdiction of the courts of Rajkot.
- **Dispute Resolution:**
 - The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement promptly by negotiation amongst PARTNER and the
 - Any dispute or claim which is not amicably settled between the Parties within 30 (thirty) days of written notice of such dispute or claim having been furnished by the complaining Party to the other Party, shall be resolved by final and binding arbitration of a sole arbitrator, to be nominated by mutual agreement between the Parties, and who shall not be directly connected with the The arbitration shall be held in accordance with the Indian Arbitration and Conciliation Act, 1966 as amended from time to time. The venue of arbitration shall be Rajkot, India, unless an alternate location is acceptable to both Parties. The arbitration proceedings shall be conducted in the English Language and a record of the proceedings shall be maintained in English.
 - Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement.
 - Parties shall bear equally the costs of the Each Party shall pay its own attorneys' fees, witness fees and other expenses incurred for its own benefit.
- **Entire Agreement:** This Agreement, terms and conditions provided in the Website and/or Platform (as amended from time to time) and any documents referred to in it contain the entire agreement between the Parties, and supersedes any prior agreements, representations or communications, written or oral, amongst them relating to its subject matter.
- **Right to Amend:** Notwithstanding anything contrary in this Agreement, Company has the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Company Services and/or Platform with notice that Company in its sole discretion deems to be reasonable in the circumstances, including such notice on the Website or any other website maintained or owned by Company for the purposes of providing Company Services in terms of this Any use of the Company Services and/or the Platform after the publication of any such changes shall constitute acceptance of this Agreement by the PARTNER as modified. However, any dispute that arose before the modification shall be governed by the Agreement (including the binding individual arbitration clause) that was in place when the dispute arose.

- **Relationship:** Nothing in this Agreement shall be deemed to constitute a partnership between the parties or constitute either Party the agent of the other for any Either Party shall have no authority, without the prior written consent of an executive officer of the other Party, to: (a) create any obligation or responsibility on the part of the other Party; (b) legally bind or obligate the other Party in any other manner; and/or(c) supervise or direct any of the other Party's employees.
- **Partial Invalidity:** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law, the remainder of such provision and/or this Agreement and the application of such provision to persons or circumstances other than those which are held to be invalid unenforceable shall not be affected thereby, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.
- **Notices:**

To the Company

Any amendment, notice, or other communication underthis Agreement by PARTNERto Company shall be sent by personal delivery or courier or email/facsimile or by registered mail at the addresses set forth below (or at such other address or through such other medium as the Company may previously have notified PARTNER in writing):

Address: Payrite Payment Solutions Private Limited , 402, Dhananjay Flats, Opp Sun City , Sadhuvasvani Road Rajkot-360005

Email Id: info@payritepayment.in

Any amendment, notice, or other communication underthis Agreement by Company to PARTNER shall be sent either by: (a) personal delivery or courier or email/facsimile or by registered mail as provided in Schedule 1 of this Agreement; or (b) communication on the Website and/or Platform; or (c) at such other address or through such other medium as the Company may previously have notified PARTNER in writing.

- **Waiver:** The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does _not constitute a waiver of the right or remedy or the waiver of other rights or No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

13.6 Rights of PARTNER: The rights granted to the PARTNER under this Agreement are non-exclusive, and the PARTNER acknowledges that Company has and retains all rights except those expressly granted to the PARTNER under this Agreement.

- **Specific Performance:** PARTNER agree that damages may not be an adequate remedy and that they shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem

necessary or appropriate to restrain PARTNER from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement.

These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at Applicable Law or in equity, including a right for damages.

- **Assignment:** This Agreement, or any right or interest herein, shall not be assignable by the PARTNER to any Person except with the prior written consent of the Company shall be free to assign this Agreement, or any right or interest herein, to any Person including but not limited to Related Entities.
- **Survival:** The provisions of this Agreement, which by their nature are intended to survive the termination or of this Agreement, including without limitation, the provisions of Clause 6 (Representations and Warranties), Clause 6 (Non-compete, Non-solicitation and Non-Disclosure Covenants), Clause 12 (Indemnity) and Clause 13 (Miscellaneous) shall survive the termination of this
- **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" ("pdf") or providing consent on Website/Platform shall be as

effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

This Is An Digital Agreement, Hence Does Not Require Signature.

STRATEGIC BUSINESS PARTNER

Schedule 1

1. Details of Strategic Business Partner

- Ms TOKYO FASHION & MOBILE ACCESSORIES a

citizen of, individual residing at/a partnership/a company incorporated under the Companies Act, 1956/2013, having its address at SHAPAR VERAVAL RAJKOT

- **Other Details**

Address: SHAPAR VERAVAL RAJKOT

Mobile: 9904184668 **Fax:** -

Email: chandansaroj9033@gmail.com

2. Effective Date shall mean 22-11-2024

3. Security Deposit shall mean

4. Signing Date 22-11-2024

5. Place of Execution Rajkot

6. Territory shall mean Rajkot, Gujarat