

FRANCHISEE AGREEMENT

This Franchisee Agreement, hereinafter referred to as “**Agreement**” is entered into on this _____ day of _____ at _____.

By and Between:

Tata Communications Payment Solutions Limited, incorporated under the provisions of Indian Companies Act, 1956 and having its registered office address at C-21/C-36, 'G' Block, Bandra Kurla Complex Mumbai, Maharashtra, (hereinafter referred to as “**TCPSL**” or “**Franchisor**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **First Part**;

AND

M/S/Mr./Mrs. _____, a company/ proprietorship/ partnership/Individual concern, having its registered office at _____, represented by its Director/ Authorized signatory/ Proprietor / Partner/Individual Mr./Ms./Mrs. _____ S/o _____ a permanent resident of _____ having PAN _____ and Aadhar No. _____ (hereinafter referred to as the “**Franchisee**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, legal heirs, administrators and permitted assigns)) of the **Second Part**;



The **Franchisor** and the **Franchisee** are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- 1) The Franchisor is engaged in the business of providing banking infrastructure services to various Private and Nationalized banks in the form of deployment and maintenance of Automated Teller Machines (“ATMs”) under the Bank’s brand; and further, the Franchisor is also a license holder from Reserve Bank of India to install, manage and operate ATMs under the White Label scheme.
- 2) Consequently, the Franchisor has begun the provision of ATM services under the White Label Scheme in the name and style of its brand “**Indicash**” across the region of India as per the rules and regulations laid down by the Reserve Bank of India, to enable the card holders of various Banks to withdraw cash amount from these ATMs.
- 3) The Franchisee has sourced a site under this Agreement situated at _____

_____ (hereinafter for the sake of brevity referred to as **Premises**”) as mentioned in the Schedule of Premises hereto for the deployment of ATM machine for _____ years. The Franchisee to ensure that they are entitled to use the said Premises for deploying the ATM machine and continuing with the ATM services and hence has approached the Franchisor herein, with an interest to make all necessary arrangements for installation of ATM machine in the said Premises, hence this Franchisee Agreement.
- 4) (i) In the event of any change in the aforesaid understanding as mentioned in abovesaid clause 3 with regard to the said Premises, the Franchisee shall be bound to inform the Franchisor in writing at least 30 days prior to taking such decision and will take all initiatives to search for an alternative space to shift the ATM machine. However, in such an eventuality, the entire cost of shifting and re-installing the ATM machine shall be borne by the Franchisee alone. Further, the Franchisee has represented that they have necessary approvals / permission to build the shop/outlet and the ability to facilitate deployment of ATM at the said Premises.

(ii) Accordingly, based on the representations and covenants made by the Franchisee, the Franchisor hereby agrees for provision of ATM services under the brand “**Indicash**” from the Premises of the Franchisee. Now, the parties have expressed their desire of entering into the present Agreement to meet their respective objectives, on the terms and conditions as set out herein below:

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

Definitions:

In this Agreement, unless the context necessarily requires otherwise, the following expressions have the meanings given below. Terms set out in bold and defined in other provisions of this Agreement (including the recitals above) have the meanings given in such other provisions.

- (a) **ATM Fit Currency** means currency notes that are legal tender in India and that are of only those denominations that are capable of being loaded into Franchisor WLAs, and which notes are not soiled, mutilated, counterfeit or demonetized in any way.

- (b) **Authorized Representative** means a person or persons appointed by each of the parties hereto as its respective representative(s) for purposes of this Agreement.

Interpretation

- a) The Schedules to this Agreement (as amended from time to time) are incorporated herein and form a part hereof.
- b) References to Clauses and Schedules are, unless the context otherwise requires, to Clauses of and Schedules to this Agreement.
- c) The headings to Clauses are inserted for convenience only and shall not affect the interpretation hereof.

1. Scope of Agreement:

- a) Based on the representations, warranties, undertakings and covenants made by the Franchisee in the Recitals and this Agreement, the Franchisor hereby agrees to engage the Franchisee for provision of ATM services under the brand “**Indicash**” from the outlet/ shop identified by the Franchisee.
- b) As agreed among the parties, the Franchisor is sufficiently entitled to install and provide ATM services under the brand name and style of “**Indicash**” in the space demarcated mutually by the parties at the Premises.
- c) For no reason, the Franchisee will interrupt the ATM services, as it would affect the revenue from the ATM business operation. The Franchisee shall be responsible for the safety and security of the ATM and other assets installed by the Franchisor in the said Premises.
- d) Under this arrangement, the Franchisee shall be responsible to load indented ATM fit currency notes, as per the Anti-money Laundering Provisions, into the ATM from the amount withdrawn by the Franchisee from the Bank Account, details of the Bank Account duly informed to Franchisor under this Agreement. The Franchisor shall not be liable for any claims from any third party or if legality of the cash obtained by the Franchisee is questioned.

2. Term and Renewal:

- a) The term of this Agreement shall be for a period of 3 (three) years from _____ to _____. After expiry of the initial term of three years and thereafter, the Agreement will be auto-renewed for further period of 1 year unless terminated in accordance with the provisions of this Agreement. All other terms and conditions of the Agreement shall remain the same.

3. Considerations:

- a) In consideration of providing the ATM services under the brand of “Indicash” from Franchisee’s Premises, the Franchisor will make payment to the Franchisee as detailed in Annexure “A” to this Agreement. The scope of services to be provided by the Franchisee is laid down in Annexure “B” to this Agreement.

- b) All payments will be made into the Franchisee's Bank A/c only and no other Account, unless expressly agreed by the Franchisor in writing.

4. Obligations of the Franchisee:

The following are the obligations of the Franchisee:

- a. The Franchisee shall provide an adequate space for installing the ATM, signage, VSAT / Connectivity etc. at no additional cost to Franchisor.
- b. The Franchisee shall carry out the ATM services exclusively under the brand "Indicash" as per instructions and directions provided to the Franchisee by the Franchisor from time to time. This is condition precedent for accomplishing the objective of this business arrangement.
- c. The Franchisee shall keep the space where ATM is being deployed in clean and safe condition at all times. The Franchisee shall ensure that the ATM and assets deployed in the Premises are not damaged due to the act of omission or commission of the Franchisee and/or his employees / customers and the Franchisee will provide necessary safety and security to the ATM and assets deployed in the Premises.
- d. The Franchisee shall provide and maintain convenient access and interface for customers, and sufficient space for display of mandatory information and documentation to the customers, as prescribed by the Franchisor. Any modification of the layout or shift in accommodation can be affected only with prior approval of the Franchisor.
- e. The Franchisee shall prominently display any information supplied by the Franchisor from time to time, and display a signboard of prescribed dimensions, lollipop, color and indications supplied by the Franchisor.
- f. Ensure safety and security of all articles of mails, documents generated/received as part of business activity from the outlet, while they are in the custody of the Franchisee, to maintain necessary documentation and to ensure their safety as prescribed by the Franchisor. Loss to the Franchisor due to failure to do so will be made good by the Franchisee.
- g. The Franchisee shall deal with the customers / cardholders in a fair, courteous and honest manner and render secure, private space, prompt services in such a manner as not to detract from or bring disrepute to the brand or the Franchisor.
- h. Fully co-operate with the Franchisor in conducting any investigation/audit into complaints/ disputes received from any cardholder / customer. The Franchisee shall provide all relevant information in such cases as well as for any other matter, as may be required by the Franchisor from time to time.
- i. Pay all dues and outstanding, if any, to the Franchisor during the term of this Agreement or on termination of the Agreement, even if there are any disputes pending between the Franchisor and the Franchisee.
- j. Franchisee is responsible to pick up the cash from the designated nodal branch informed by Franchisor and load ATM fit, acceptable & genuine currency notes into the ATM. Further, whenever cash is loaded

into the ATM, then the Franchisee will share a report with the Franchisor on the amount loaded into the ATM on daily basis as per the format prescribed which is Annexed (any change in the format will be communicated from time to time).

- k.** The Franchisee shall comply in all material respect with the applicable Anti - money laundering rules, regulations, guidelines and legislations issued and administered or enforced by any Governmental Agency/Authority and refrain from any unlawful activity which will be in violation of these laws to ensure that no illegal cash is deposited or found in the machines at any point of time.
- l.** There should not be a single case of any customer complaints about duplicate / counterfeit currency note/s from the ATM machine. The Franchisee shall be solely responsible and liable for the subsequent consequences. In the event of any liability or dispute raised by the cardholders transacting on the ATM with respect to legality of the currency notes dispensed by the ATM, the Franchisee shall resolve such liability or dispute and reimburse the amount to the cardholders.
The Franchisee shall be responsible for any financial loss suffered by or caused to the Franchisor and accordingly indemnify / reimburse such loss to the Franchisor arising due to counterfeit / fake currency notes dispensed through the ATM.
- m.** Where the Franchisee is a tenant / licensee in the said Premises or a co-owner of the Premises, the Franchisee shall keep all the approvals / permissions including NOC from owner of the Premises or as the case may be the other co-owners / partners / legal heirs valid and intact at all times during the validity of the present Agreement. Further, the Franchisee shall ensure that the Franchisor is entitled to provide ATM services from the Premise without any objection/hinderance or obstruction. Franchisee shall be solely responsible paying the rent and all other charges to the landlord /co-owner of the premises including electricity and upkeep expenses.
- n.** The Franchisee hereby agrees and acknowledges that No Brokerage/ Commission is paid by the Franchisee to any of their property consultant/broker in order to get engagement with the Franchisor.
- o.** The Franchisee may obtain insurance coverage for the ATM machine and the assets deployed by the Franchisor, as deemed necessary by the Franchisee.
- p.** In the event of theft, attempt of theft, extortion, robbery, forgery, altered documents, fraud, fidelity and/or any other dishonest acts whether resulting into damage / loss to the ATM assets or the cash in the ATM or not, the Franchisee shall, upon intimation from the Franchisor or identification by the Franchisee, lodge a written complaint with the local Police Station without any demur or objection. In the event the Franchisee fails to or denies to file the written complaint with the Police Station, then the Franchisor shall be entitled to impose and recover any loss including cash loss and any liquidated damages from the Franchisee as deemed fit by the Franchisor.
- q.** The Franchisee shall provide necessary space to put up signage /name boards together with the signage/name boards of the Franchisor or its brand in the said Premises. For this, if any license is required, then the same shall be obtained by the Franchisee from the local corporation or authority, including the payment of the license fee. The Franchisee will ensure and maintain clear visibility of the signage; line of sight for the ATM at all times, and also ensure that there is no infringement.
- r.** The Franchisor alone shall be entitled to use the provided branding space and the room for its own brand "Indicash" or to display branding collaterals of its co-branding and advertisement clients.

- s. The Franchisee shall ensure that the ATM deployed at the Premises is visible to the customers to enable them to use the ATM services. Further, the Franchisee shall not put any materials or anything which obstructs or disturbs the visibility or use of the ATM.
- t. Franchisee shall obtain at its own cost necessary insurance cover for cash in the ATM, cash in transit & fidelity insurance. Franchisor will not be responsible for any cash loss which includes but not limited to the cash loss in transit. Franchisor has right to adjust and recover any dues from the payables to Franchisee at any point of time.
- u. Further, it is agreed by the Franchisee that if there is any misuse of the Franchisor's Trademark or the Brand by the Franchisee, or any intentional act or omission of the Franchisee knowing that it may adversely affect the goodwill and/or reputation of the Franchisor, the Franchisee will be liable to pay on demand, liquidated damages to the extent of **Rs. Five (5) lakhs**, which can further go up to the actual damages incurred by the Franchisor.

5. The Franchisee's Representations and Warranties:

The Franchisee hereby represents warrants that:

- a) The Franchisee is the legal owner/ authorized tenant of the Premises where ATM is proposed to be deployed under this Agreement. Further, the said Premises where ATM is to be deployed is a legal structure and the Franchisee has obtained necessary permission/license governmental authority for running its business from the Premises.
- b) The Franchisee hereby represents that the deployment and provision of ATM services under the brand "Indicash" from the Premises will not violate or breach any of the contractual terms agreed with any third party or any of the existing law for the time being in force.
- c) The Franchisee represents and warrants that the Premise is free from any lien, charge, mortgage or encumbrance, of whatsoever nature. If the Franchisee intends to create any charge or encumbrance in the business or Premises, then the Franchisee has to obtain prior written approval from the Franchisor, which is not hold by the Franchisor more than 15 days without any specific reason. In other words, without the approval of the Franchisor, the Franchisee shall not mortgage or create any kind of encumbrance either on the Premises or its existing business which will have adverse effect on the ATM or ATM services to be provided from the Premises.
- d) The Franchisee further represents and warrants that during the subsistence of this Agreement, the Franchisee shall not have similar arrangement with any other ATM vendor/entity for ATM services for installation of any other ATM at the same premises or within the radius of 1 km from the existing premises.
- e) The Franchisee represents and warrants that the currency notes that will be loaded into the ATM will be of legal tender only and not any fake / counterfeit currency notes. Further, the Franchisee warrants that it will utilize the cash amount withdrawn by the Franchisee from his Bank Account only.
- f) The Franchisee shall pay all municipal and property taxes and outgoings and any further increase(s) thereof to the respective local governmental/Municipal authorities including electricity charges in respect of the Premises including as may be applicable for deployment of ATM at the Premises.
- g) The Franchisee shall provide access to the authorized members of the staff of Franchisor and its employees, servants, agents, workmen, visitors, customers, clients, contractors and all other person

having business with the Franchisor for the purpose of accessing, operating, repair, maintenance, inspection and / or audit, movement, relocation of the ATM or other assets deployed in the Premises.

- h)** The Franchisee represents that the Franchisee shall ensure the ATM services are provided from the Premises without any interruption or obstruction from any third party or any person or persons claiming under the Franchisee in whatsoever manner or reason.
- i)** The said Premises where ATM is deployed is not the subject matter of any legal proceedings pending before any court, tribunal or quasi-judicial body or authorities as on the date of these presents.
- j)** The Franchisee warrants that the Franchisee shall provide space on the terrace of the Premises or such other suitable space, for installation of VSAT at no additional cost to the Franchisor. The Franchisee shall obtain No Objection or Permission from the Society or the landlord / Owner / Co-owners / legal heirs of the Premises or the building for installation of VSAT / Connectivity device. For obtaining the NOC or permission, if any cost or monthly fees or one-time fee is to be paid to such society/landlord/terrace owner, then the same shall be paid by the Franchisee alone and the Franchisor is not liable for the same at any point of time.
- k)** Franchisee agrees that at all times and at its own expense to (i) obtain requisite approvals and licenses and strictly comply with all applicable laws, rules, regulations, governmental orders and applicable codes of practice, now or hereafter in effect, relating to its performance of this Agreement, (ii) pay all fees and other charges required by such laws, rules and regulations, codes and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registration and qualifications necessary to perform its obligations under this Agreement. In the event, the Franchisee fails to obtain any such approvals, licenses and permits or is in non-compliance with such laws, rules, regulations, governmental orders and applicable codes of practice or commits any default under such approvals, licenses, permits and including those mentioned above. In such event Franchisor suffers any loss, damage or any prejudice, any claim or notice under any statute or otherwise from any statutory body or a third party or Franchisee employee, whatsoever due to such failure, non-compliance or default, Franchisee shall be liable to indemnify and hold Franchisor harmless from all such losses, damage and prejudice suffered by including but not limited reasonable attorney's fees. Franchisor reserves the right to adjust the payment due to the Franchisee against all the penalty/ cost incurred by Franchisor due to non-conformance of the statutory/legal requirements by the Franchisee.
- l)** Specific Indemnity on tax compliance : If due to non-compliance of applicable law and in particular to the GST laws or due to any defect in invoice being raised by Franchisee, delay in raising such invoice, delay in filing of returns and /or any non-compliance or default including non-payment of taxes , on part of Franchisee , any due tax credit to the Franchisor is denied and /or the Franchisor suffers any loss or any proceedings are initiated , Franchisee shall not only reimburse to the Franchisor the entire tax amount, penalty and/or interest if any, imposed but also otherwise indemnify the Franchisor against all cost and consequences.
- m)** Franchisee represents and warrants that its performance of Services will be (i) of a professional quality and undertaken in an efficient and cost effective manner; (ii) be provided by an adequate number of qualified individuals with suitable training, education, experience and skill in performing the Services; (iii) conform to the highest applicable industry standards used by members of Franchisee's profession practicing under similar conditions at the same time and in the same locality.
- n)** Franchisee shall not make or offer to make any payment or gift directly or indirectly to any employee, officer or representative of any government, political party or candidate for political office under circumstances in which such payment could constitute a bribe, kickback or illegal payment under

Indian laws. Without limiting the generality of the foregoing, Franchisee further represents and warrants that under no circumstances, shall it make, cause or authorize any third party to make or cause any bribes, kickbacks, or illegal payments for the purpose of influencing a person's acts or decisions or in order to obtain or retain business in connection with the Materials and/or Services provided hereunder.

Franchisee agrees to comply with all applicable anti-bribery laws (including but not limited to the [Indian] Prevention of Corruption Act, 1988 and further agrees that any failure by Franchisee to comply with the provisions of this Section shall constitute an incurable breach of this Agreement.

6. Code of Conduct:

The Franchisee acknowledges and undertakes the following code of conduct while performing Services:

- a) The Franchisee shall follow the instructions given by the Franchisor from time to time and maintain the code of conduct as desired by the Franchisor.
- b) The Franchisee shall work in full co-ordination with the Authorized representative of the Franchisor and/or its employees and agents. The Franchisee shall intimate the Franchisor regarding any change in its residential or office address or telephone numbers immediately in writing, failing which the Franchisor shall take disciplinary action including termination of contract.
- c) Without prejudice to the other rights and/ remedies, the Franchisor shall have the right to suspend or terminate the present Agreement with the Franchisee for any acts or omission of the Franchisee amounting to:
 - i. Insubordination or disobedience.
 - ii. Corruption, dishonesty, or divulgence of the secret of the Franchisor relating to any matter whatsoever;
 - iii. Acts involving moral turpitude;
 - iv. Money laundering;
 - v. Neglect of duty or incompetence;
 - vi. Theft, fraud, dishonesty in connection with the Franchisor's business;
 - vii. Assisting in the piracy directly or indirectly;
 - viii. Injuring the Franchisor's reputation in any manner whatsoever;
 - ix. Any direct or indirect financial losses incurred by the Franchisor.

7. Franchisor's Roles, Responsibilities and Obligations

The Franchisor's roles and responsibilities is annexed herewith in Annexure C of this Agreement.

8. The Franchisor's Representations and Warranties:

- a. It is a company duly incorporated, validly existing and duly authorized to undertake its business under the laws of India;
- b. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. the execution, delivery and performance of this Agreement has been duly authorized by it and will not conflict with, result in a breach of or constitute a default or require any consent under any decree, order, judgment, agreement, internal management controls or other instrument to which either Party is a party or by which such Party is bound; and
- d. It has obtained and if required will obtain all requisite approvals from the regulatory authority and other necessary statutory, governmental, corporate and other required approvals and authority for fulfilling its obligations under this Agreement.

9. Termination and Consequences of Termination:

- a) Notwithstanding anything contained herein at any time during the validity of this Agreement, the Franchisor is entitled to terminate this Agreement by serving Thirty (30) days' notice in writing in advance to the Franchisee, without assigning any reason of whatsoever nature, without any liability or compensation. It is clarified that the Franchisee has no such exit/termination rights except for the breaches mentioned herein below.
- b) If the Franchisee commits a breach of any term or condition of this Agreement, then the Franchisor shall provide 15 (Fifteen) days' notice in writing to the Franchisee calling the Franchisee to remedy the breach forthwith. If before expiry of the Notice period, the breach is not rectified by the Franchisee, then the Franchisor is entitled to terminate the Agreement by providing seven (7) days' notice to the Franchisee. At the end of the Notice period, the Franchisor shall remove all its assets from the said Premises as soon as possible. Further, if any loss or damages are caused to the Franchisor due to the breach of any covenants or representations or warranties by the Franchisee, then the Franchisor is entitled to adjust such loss or damages towards the settlement amount, or the security deposit amount maintained by the Franchisee.
- c) If the Franchisor commits a breach of its payment obligations for a consecutive period of Two (2) months, without any reason, then in such event, the Franchisee shall be entitled to give a thirty (30) days' notice period in writing to the Franchisor calling upon it to make the payment before the expiry of the Notice period. If the Franchisor fails to make the payment within such 30 (thirty) days' notice, then the Franchisee is entitled to terminate this Agreement by providing fifteen (15) days' Notice to the Franchisor.
- d) The Franchisee hereby represents and warrants that upon termination of this Agreement for whatever reason, the Franchisee shall not object or obstruct the Franchisor in removing the ATM or assets from the said Premises. If the Franchisor is unable to remove the ATM or assets from the said Premises due to any objections or impediments and thereby delays the removal of ATM or assets, then the Franchisee shall be liable to pay penalty of **Rs. 1000/- per day** to the Franchisor till the ATM and assets are removed from the said Premises. Further, the Franchisee shall pay liquidated damages of **Rs. 5,00,000** to the Franchisor in case the Franchisor is unable to take back the ATM and other assets beyond 10 days. The Franchisor may recover the penalty and the liquidated damages from the total Security Deposit amount or the settlement amount or any other due to the Franchisee and lying with the Franchisor.

e) Right to terminate in case of Material Adverse Change:

The Franchisor may forthwith terminate this Agreement, without compensation or liability to the other party or the Franchisee on occurrence of a Material Adverse Change. For the purposes of this Agreement Material Adverse Change shall mean:

- I. any change or amendment to rules and regulations of external entity such as NFS, settlement bank, card organization etc. which in any manner affects or limits the provision of ATM Services; or
- II. a material limitation, including any order by any Governmental Authority in any jurisdiction on the performance of Franchisor's obligations under this Agreement, non-renewal or revocation of WLA license or other requirement of Applicable Law or a Governmental Authority whereby the whole or a part of this Agreement is required to be terminated.
- III. Any change in, or amendment to Applicable Law, representations, warranties, covenants or undertakings of the Franchisor which in any manner affects or limits the performance of obligations of the Franchisor.

10. Indemnity:

- a) The Franchisee hereby agrees, on demand, to indemnify, reimburse, defend, protect, extinguish and hold harmless the Franchisor and its directors, officers, employees from and / or against any and / or all claims, costs, suits, liabilities, damages, penalties, losses, demands, and expenses, including but not limited to reasonable attorneys' fees, suffered or caused to the Franchisor due to, or arising out of performance or non-performance of any terms and conditions of this Agreement or applicable laws or any negligence, act or omission, fraud, theft, misappropriation or misconduct by the Franchisee or its employees, agents or independent contractors including loss or damage to the ATM and other assets deployed by the Franchisor.
- b) The Franchisee agrees and acknowledges that the Franchisee shall be responsible and liable (i) for resolving cardholder's complaints / disputes related to the currency notes dispensed through the ATM; (ii) immediately reimbursing or making good the loss caused to cardholders on account of counterfeit or fake notes; and (iii) for any legal consequences resulting therefrom.
- c) Should any disputes / proceedings be undertaken which may give rise to a Franchisor's liability under this Agreement, the Franchisee shall provide the Franchisor with prompt notice and an opportunity to participate in any such proceedings to represent its interest appropriately.
- d) The Franchisor reserves the right to recover or adjust any loss or damage suffered by the Franchisor for reasons attributable to the Franchisee or its employees, agents, contractors by deducting the said amount from the payments due to the Franchisee under the Agreement or the settlement amount payable to the Franchisee including the security deposit / Bank guarantee, if any.

11. Intellectual Property:

- a) The assets including the brand "**Indicash**" are the sole intellectual property of the Franchisor.
- b) Nothing in this Agreement shall be deemed to be a transfer of intellectual property rights to the Franchisee. The title or ownership of the physical carrier of the assets as provided by the Franchisor hereunder is retained by the Franchisor alone.

12. Confidentiality:

The Franchisee hereto shall maintain strict confidentiality of the details, information, knowledge that he/she derive about each other in pursuance of this Agreement. Any breach of this obligation shall be considered as a material breach. The Franchisee shall not use the Trademark, copyright or any other Intellectual property rights including logo or brand name of the Franchisor in any unauthorized manner or in any advertisement, without the written permission or authorization of the Franchisor.

13. COMPLIANCE; TATA COMMUNICATIONS CODE OF CONDUCT.

(a) In performing its obligations under this Agreement, Franchisee will comply, and will cause its personnel to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders. Franchisee further warrants that all Services provided hereunder shall be designed, produced, installed, furnished and in all respects provided, certified and maintained in conformance with all codes, ordinances, regulations and laws, and administrative and regulatory requirements (of all governmental authorities having appropriate jurisdiction) in effect at the time of such design, production, installation or furnishing.

(b) Franchisee shall abide by Tata Communications' Code of Conduct, a copy of which can be provided upon request and is located at <http://www.tatacommunications.com/investor-relations/governance>, and shall promptly disclose any breach of these provisions.

14. General Disclaimer:

The Franchisee accepts that the Services will be provided as per Service Levels agreed with the Franchisor. The Franchisor disclaims all warranties, whether statutory, express, implied, oral or written, including all warranties of merchantability, non-infringement or fitness for a particular purpose unless the same are explicitly confirmed by the Franchisor in writing.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE FRANCHISOR NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICES OR INABILITY TO USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, DOWNTIME, DAMAGE TO OR REPLACEMENT OF PROGRAMS AND DATA, LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF CUSTOMERS), ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE. THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. IN THE EVENT OF SERVICE LEVEL FAILURES, RECOVERY OF SERVICE CREDITS SHALL BE THE SOLE REMEDY AVAILABLE TO THE FRANCHISEE.

15. Limitation of Liability:

- a. In no event the Franchisor and/or any of its parents, suppliers, affiliates or representatives shall be liable for any losses of whatsoever nature and/or damage to revenues, profits or goodwill or other special, incidental, direct, indirect economic and consequential damages, penalties of any kind, resulting from the performance or non-performance of the Assets and all other commercial damages

or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise).

- b. Under no circumstances, Franchisor's liability shall exceed the settlement of amount of legal tender of currency notes dispensed by the ATM through a successful transaction carried out by a valid cardholder. Further, the Franchisor shall be discharged of its settlement obligations for the legal tender of currency notes dispensed by the ATM upon payment of such amount to the Franchisee, subject to such deductions as may be applicable.
- c. The Franchisor shall not be responsible for any cash loss / shortage / reconciliation loss at any given point of time due to any reasons whatsoever, unless it is conclusively established that such cash shortage or loss resulted from the malfunctioning of the ATM due to reasons solely attributable to the Franchisor's system.
- d. Franchisor shall have always right to recover/ setoff / adjust the amount receivable from franchisee from the amount payables to the Franchisee under this Agreement.

16. SETTLEMENTS OF DISPUTES:

- a. Neither party shall be entitled to make any claim and or be liable to the other party whether in tort (including negligence) or in Agreement except as specifically provided in this Agreement.
- b. any claim arising out of or attributable to the interpretation or performance of this Agreement, which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause.
- c. If for any reason Franchisor and Franchisee are unable to resolve a claim for an adjustment, either party shall notify the other in writing that a dispute exists and request a final determination. Any such request by the parties shall be clearly identified by reference to this clause and shall summarize the facts in dispute and the parties' proposal for resolution.

Franchisor and Franchisee will meet for negotiations at a mutually agreed time and place. The Parties shall endeavor to settle the claim through discussions between the Parties' duly appointed representatives. It is agreed by the Parties that if the matter does not get resolved within 15 (fifteen) calendar working days from the commencement of such negotiations, the Parties shall consider resolutions of the dispute through arbitration.

a. Arbitration:

The Parties shall attempt to settle any disputes that arise under this Agreement through negotiation and mutual agreement. Any disputes arising in connection with this Agreement that cannot be settled through negotiation and mutual agreement shall be finally settled by sole Arbitrator appointed by the Franchisor as per the provisions of the Indian Arbitration and conciliation Act, 1996. The place of arbitration shall be Mumbai, India. The language of arbitration shall be English. The award issued in connection with any such arbitration shall be final and binding on the parties who agree hereby to waive all right of appeal thereon.

b. General:

- a) **Force majeure:** Neither party will bear any liability to the other for any failure or delay to the extent that it results from acts of God or any other cause beyond such party's reasonable control.
- b) **Relationship of parties:** The parties are independent contractors, each in full control of its business. Under no circumstances will either party have the right or authority to act or make any commitment on behalf of or bind the other or represent the other as its agent in any way. Nothing under this Agreement shall be construed as transfer or assignment of RBI license for operation of ATM to the Franchisee. The Franchisee is prohibited from representing or acting as the licensee or owner of the ATM and other assets deployed by the Franchisor.
- c) This Agreement shall be engrossed on proper value stamp papers and duly registered with the appropriate registering authority. All expenses including stamp duty and registration charges for this Agreement shall be paid by the Franchisee.
- d) **Entire Agreement:** This Agreement supersedes all prior communications or understandings between the Franchisor and the Franchisee and constitutes the entire Agreement between the parties with respect to the matters covered herein. In the event of a conflict or inconsistency between the terms of this Agreement and those of any order, quotation, acknowledgment, or other communication from one party to the other, the terms of this Agreement will be controlling.
- e) **Amendment:** Any Amendments or replacements of this Agreement must be signed by both parties. However, the Franchisor reserves the right to amend any term in this Agreement with written notice to the Franchisee.
- f) **Governing Law:** This Agreement shall in all respects be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.

Notices: All notices, requests or other communication made or required to be given under this Agreement shall be in writing and shall be delivered personally or by prepaid registered A.D. mail or by registered courier, at the respective addresses of the parties mentioned in this agreement or such address as either party may notify the other party in writing. Such notices /communications shall be deemed to be served on the party:

1. If it is personally delivered/by courier, at the time of delivery or acknowledgement taken, or
2. if it is delivered by prepaid registered post A.D., three days after posting thereof.

- g) **Severability:** In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement. Any such provision may be reformed by a court of competent jurisdiction so as to render the same valid or enforceable while most nearly effectuating the intent of the parties.
- h) **Assignment:** The Franchisee shall not assign or outsource this Agreement without the prior written consent of the Franchisor. Such consent will not be unreasonably withheld provided the new responsible party agrees to all the terms and conditions and is deemed by the Franchisor, at their sole discretion, to be qualified to be an effective Franchisee for the Franchisor's Assets. However, the Franchisor may assign the Agreement provided the terms remain intact by the Assignee. For purposes

hereof, an assignment includes, without limitation, a merger, sale of substantially all assets or the business as a whole, or other transfer of control by operation of law or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

**SIGNED AND DELIVERED BY
Tata Communications Payment Solutions Limited (Franchisor)**

Through its Authorized Representatives

:

In the presence of :

SIGNED AND DELIVERED BY
_____ **(Franchisee)**

Through its Authorized Representatives / Proprietor / Partner

:

In the presence of :



SCHEDULE OF PREMISES FOR ATM DEPLOYMENT

Address of Site Premises:

Annexure – “A”

Commercial Terms

The pay-outs for the services rendered by the Franchisee will be paid in the following manner:

1. The Franchisee shall provide interest free refundable security deposit in advance for each ATM to the Franchisor for an amount of Rs. 5,00,000/- (Rupees Five Lakhs). At the time of completion or termination of this Agreement Franchisor will refund the said Security Deposit after adjusting the amount payable by the Franchisee to the Franchisor or any dues under this Agreement
2. In case the franchisee is not taking over an existing Indicash ATM under this Agreement, but opting for relocation of site, Rs. 50,000/- will be deducted from the security deposit as a site relocation charges and the same will not be refundable.
3. The Franchisee is entitled for pay-outs from the successful transactions (both cash and non-cash transactions) materialized from the ATM on monthly basis.
4. In consideration of providing space out of his/her Premises and also for operating ATM services from the said Premises, the Franchisee is entitled for pay-outs as detailed herein below.
5. The Franchisor will make the pay-outs to the Franchisee from the day the ATM started dispensing the cash to the customers. If for any reason, if the ATM services is delayed or not commenced, then the Franchisor is not liable to pay any charges to the Franchisee.
6. The monthly payments to the Franchisee will be calculated on the basis of rates mentioned in the below table (excluding applicable taxes):

Transaction	Rates applicable per transaction
For Cash transaction	Rs. 8 for successful Cash txn
For Non-cash transaction	Rs. 2 for successful Non-cash txn

7. The payment will be calculated on the basis of number of successful cash transactions as well as successful non-cash transactions in a particular month. Transactions which go through the chargeback process are deemed as unsuccessful transaction by the concerned ATM Network e.g. NPCI, Visa, Mastercard.
8. The payment shall be made against valid Tax invoice raised by the Franchisee on the basis of transaction report provided to the Franchisee by the Franchisor.
9. The payouts will be made to the Franchisee on raising a Valid Tax Invoice with in 30th days from the Invoice submission date.

10. Following Documents needs to be shared by the Franchisee on or before execution of this Agreement

- Vendor Registration Form as per format given by the Franchisor
- Pan Card,
- Aadhar card,
- GST registration Certificate Form 6 – State in which Indicash ATM is installed
- In case GST registration is not available, declaration as per format given by the Franchisor.
- Cancelled cheque – Where the Payment will be made,

11. Notwithstanding anything contained in the agreement, Franchisor reserves its rights to revise the fee structure/rates giving one week notice to the Franchisee.

12. All payments are subject to any contractual deductions (including any Cash shortages (Physical, theft, shortage on reconciliation, Audit etc. if any) and any statutory deductions including but not limited to income tax act, 1961.

GST Compliance Requirement

1. Raising the invoice within 7 days for completion of service
2. Quoting the correct GSTIN of Franchisor and your entity (applicable for the state of supply)
3. State code for the Place of Supply – (i.e. State in which Franchisor is being billed for the supply / Service)
4. Invoice number should be of unique series for each financial year i.e. invoice number should not be repeated in same or subsequent financial years.
5. Further, the length of Invoice number should be equal to or less than 16 characters and the same should be used for reporting in GSTN portal.
6. Invoice Date
7. 6 Digit HSN Code – with description of the supply
8. Taxable amount, tax amount and tax type based on place of supply rules

Monthly return as per timeline prescribed under GST Law / Act needs to be filed by the Franchisee on the Tax Invoices raised on monthly basis. In case the GST charged on the Invoice raised by Franchisee is not reflecting in the return filed by the Franchisee, equivalent amount of GST paid by Franchisor which is not reflecting due to non-filing of return if any will be deducted from the next Invoice at the time of payment.

Penalties:

1. Franchisor agrees for a transition period to the Franchisee, the first ninety (90) days following execution of this agreement, Franchisee initiates steps to ramp up services as required in this agreement. In this Transition period, no penalties will be levied on the Franchisee.
2. In case there is a delay in attending an FLM Call, a penalty of Rs. 60 per ATM per instance would be charged.
3. Penalty of Rs. 100 would be levied on the Franchisee in case of failure to provide Cash balancing report as per the agreed timelines.
4. Penalty of Rs. 200 per day would be levied in case of disconnection of electricity at the site due to negligence (electricity bill non-payment etc.) from the day of disconnection till restoration of site electricity.

5. In the event of any damage/ loss of ATM parts due to his mishandling/negligence, the actual cost of replacement would be recovered from the Franchisee.
6. In case wrong denomination currency is loaded or if there is a shortage in the ATMs, then the full shortage amount would be recovered from the payables to the Franchisee.
7. Regulatory non-compliances leading to imposition of penalty, will be passed on to the Franchisee which includes but not limited to a cash out instance at the ATM thereby attracting a penalty of INR.10000/- per instance per ATM.

Termination and Movement charges:

1. The Franchisee will be liable to pay a minimum amount of Rs. 1,00,000/- (Rupees One lakh only) to the Franchisor, if the site is terminated within 1 year of operations, as liquidated damages in event of closure of the ATM site / termination of agreement is by or due to the reasons attributable to the Franchisee.
2. The Franchisee will be liable to pay a minimum amount of Rs. 20,000/- (Rupees Twenty thousand only) to the Franchisor in event of relocation in the same city and outside the city as per actuals. The Franchisee agrees, confirms and acknowledges that the aforesaid amount represents a genuine pre-estimate of the damages likely to be caused to the Franchisor owing to such relocation or closure of the ATM site by the Franchisee, and the aforesaid amount is not in the nature of a “penalty”.

Franchisee undertake to ensure all the statutory compliances and abide by the law of the land with respect to the services provided under this Agreement, this is including but not limited to applicable taxation laws including Income Tax Act and Goods and Services Tax Act. Franchisee shall also maintain necessary registers/records as required under the applicable statutes and at its sole discretion (however the consent shall not be unreasonably withheld) produce the same upon prior written notice from Franchisor or any statutory authority.

Annexure – “B”

Scope of Services to be performed by the Franchisee

Site Identification:

1. In case of relocation of existing sites or a new site deployment, Franchisee has to identify the Site in a busy area where there is enough footfall to garner transactions e.g. market area, junctions etc.
2. In case of a new deployment, identified site should not be within 1 km of an existing Indicash ATM. In case of Tier 5 & 6, it should not be in the same town as an existing Indicash ATM.
3. Identified site should be presented to Franchisor for approval with the required photographs and site details (address, lat-long, area of the Premises).
4. Identified site must have a concrete roof or a suitable place to install a VSAT antenna for providing connectivity. The site should have proper front space to install glow-sign board in front of the ATM site.
5. The site should have clear line of sight from the road and easy accessibility from the road, without any hindrance.
6. Franchisee shall be responsible for an appropriate electricity connection in the ATM Premises from the Landlord or from suitable authority on his own expense and for monthly electricity charges.
7. Wherever Franchisee sourced the site, Franchisee will get into an agreement with the landlord and will be responsible for monthly rental payments and electricity bill payments of the site. Along with monthly invoice, proof of rental payments and electricity bill payments has to be furnished by the Franchisee. In case of non-submission, Franchisor will hold future invoice payments.
8. Wherever Franchisee is taking the existing site of Franchisor then the, Franchisor will make monthly rental payments and electricity bill payments of the site to the Landlord, which in turn will be deducted from the monthly billing of the Franchisee. In case of deductions against rental payments and electricity bill payments of the site will be higher than the monthly payouts then it will be adjusted against security deposit paid by the Franchisee under this Agreement. and Franchisee shall not make any objection in this arrangement.
9. Wherever Franchisor is the tenant and Franchisee operate the ATM under this Agreement then at the end of term of the existing site rental agreement, Franchisee shall execute an agreement with the landlord directly at the rentals mutually agreed between the landlord and the Franchisee.
10. Collection of the documents from the prospective landlords/ Premises to confirm the title ownership of the site. (List of documents as given in Annexure - B1)
11. In case of termination of sites, Franchisee to facilitate amicable closure with the Landlord and supporting retrieval of the Franchisor's assets from the site.

Site Construction:

1. The Franchisee will make the site as per specifications provided by Franchisor. This will include 3 walls and a shutter, flooring in the Premises and wall-painting (interior and exterior), lockable wooden cabinet for storing UPS, batteries and router.
2. Branding material (including glow-sign, flange/lollypop, room branding, glass branding posters) will be provided by Franchisor.
3. The Franchisor shall use any branding /co-branding on the signage or lollypop installed or in the space allotted for ATM services.
4. Glass door and side panel at the front of the site will have to be provided for branding /co-branding to be applied.

5. CCTV camera for ATM room security and monitoring to be installed by the Franchisee.
6. Room lighting should be installed by the Franchisee – minimum of two tube-lights or 4 CFLs, to ensure proper visibility.

Cash Sourcing and Replenishment:

For Cash sourcing and replenishment, either of the Model 1 or Model 2, explained in detail in sections below, will be agreed with Franchisee. Any change in the model has to be mutually agreed and has to be approved by the Franchisor via an email or a letter.

Agreed Model for this agreement: _____

MODEL 1: Cash withdrawal through Franchisee's account

1. Franchisee to open a current account in a mutually agreed Bank branch for the purpose of funding cash for loading into the ATM. Franchisee to ensure all the documents required for Opening the Account is provided to the Bank on timely basis including Standing instruction to auto sweep any balance in the account to designated Franchisor account. Franchisee will be responsible for loading of the funded amount in the Indicash ATMs.
2. The Franchisee needs to open a Bank account with the designated Bank & Branch for transaction, which should be used exclusively for the purpose as prescribed by Franchisor in the agreement, details of the same needs to be shared with Franchisor in below format,

Account Holder's Name	Bank	Branch	Account No.	Account Type	IFSC Code

If any change in Bank Account made by the Franchisee during the currency of the Agreement, this change must intimate in writing to Franchisor without any delay. In case of non-communication to Franchisor any loss occurred by the Franchisee then Franchisor shall not be held responsible in any case. The above Bank account needs to be used exclusively only for Indicash related transactions and the Franchisee should give a standing instruction to auto sweep the balance available at end of every day in the account to designated Franchisor Bank account. To start the operations, auto sweep facility activation and confirmation form the Bank is prerequisite.

Franchisee to ensure required document is given to the bank to ensure Franchisee account statement is sent to the email address of Franchisor, i.e. TCPSL.Treasury@tatacommunications.com and / or TCPSLWLA.Recon@tatacommunications.com on daily basis.

Franchisee to obtain confirmation letter or email from the Bank, that the Franchisee account opened is tagged as non TDS account for the purpose of Section 194 N of the Income Tax Act and no TDS will be deducted at the time of cash issuance by the Bank for the purpose of Indicash Operations. Franchisee will provide periodical declaration as per the format prescribed by the Franchisor from time to time. Bank charges, if any, incurred for such withdrawal to be borne by the Franchisee.

3. Franchisor will do the necessary fund transfer in the Current Account maintained with the mutually agreed Bank on the day of cash loading as per the indent raised by Franchisor in the agreed format by RTGS / NEFT. Franchisee will share with Franchisor a daily statement of

accounts, in the agreed format, in respect to the Current Account held with the Bank towards the balance available in such account along with the details of the amounts debited / credited / reversed.

4. Franchisee will be responsible to ensure that the cash withdrawn is as per the indent provided by the Franchisor. Franchisee to ensure that cash is available at the bank branch as per the amount and denomination specified in the indent and then send the fund transfer request to Franchisor. In case of any potential deviation with the indented amount, upon intimation the indent will be changed, and new indent will be sent by the Franchisor.
5. The Franchisee to ensure that Franchisor is informed through email on the same day of the cash loading. Upon successful loading of the cash in the ATMs on a particular date, the Franchisee shall ensure that the physical copy of the ATM Counters (ATM Counters are printed electronic slips generated by the ATMs which reflects the cash balance in the ATM before and after loading of cash) along with the Switch Counters (Switch Counters are printed electronic slips generated by the Switch which reflects the cash balance in the ATM before and after loading of cash) from the ATMs and the signed CBR Sheet (CBR Sheet are the balancing sheet where the physical cash balance is reconciled with the balance as appearing in the ATM Counter vis-à-vis the Switch Counter) for all such ATMs are submitted with Franchisor latest by T+2 (T+2 means date of Actual Transaction plus two days) basis. The Franchisee will submit the ATM counters in the specified format in soft copy on the same day.
6. Additional indent will be provided basis the amount dispensed on the previous day and cash already available in the ATM, subject to the upper limit of the Security Deposit.
7. In case the transferred amount is not withdrawn on any given day, interest cost to be borne by the Franchisee @ 10% p.a.
8. Franchisee to ensure that cash to be loaded in Franchisor's Indicash ATMs is carried in teams of 2 or more persons each.
9. Franchisee to ensure that, at no point of time currency (for loading in the ATM) over and above Rupees 10 (Ten) Lakhs is transported. Any loss, if any, incurred due to non-compliance to the clause will have to be borne by the Franchisee.
10. Franchisee shall ensure that the Cash is replenished in the ATM in front of the camera placed in the ATM Premises. It must be ensured that this activity of replenishment is clearly visible and facing the camera for recording.
11. At the end of each day the Franchisee shall conduct the following procedures: (a) Provide the Franchisor, the cash balance report for all ATMs and (b) provide all reports and details as required by the Franchisor.
12. Franchisee to provide withdrawal slips/ bank statement (in pdf or jpeg format only), of the account mentioned in the agreement and used for cash withdrawal on a weekly basis, highlighting the cash withdrawal entries in the bank statement every Monday for validation by the Franchisor. In case of failure to deposit such withdrawal slips/ bank statement, further transfers to the Franchisee's account will be kept on hold until the withdrawal slips/ bank statement is submitted and validated.
13. In case of mismatch between the amount transferred to the Franchisee's account and the withdrawals made by the Franchisee, further transfers will be kept on hold till the same is reconciled.
14. Cash loaded in the ATMs must only be the cash which is sourced from the Bank. Any other cash loaded into the ATMs, will be considered as the breach of agreement and can lead to termination of the agreement and legal actions.
15. Before Loading the Cash and Post loading the Cash in ATM, Franchisee to ensure End of the Day Process is followed and the Physical Cash is tallied with both ATM Counter and Switch counter. In case of any overage or shortage, the same is appropriately adjusted in both ATM Counter and Switch and daily CBR report is provided on daily basis.

16. Based on the dispense pattern of the ATM, the Franchisee will have to extend the Security Deposit to a higher amount, which will in turn allow Franchisor to provide higher indents and ensure cash availability at the ATM.
17. To serve the financial requirements on holidays or extended weekends, Franchisee shall deposit additional required amount in the Franchisor's Bank account for the extended weekend or holiday period after proper intimation and approval with Franchisor at least 1 day in advance. The additional amount deposited with Franchisor will be reimbursed 1 day after the end of extended weekend or holiday period, start and end date of extended weekend along with holiday period must be mentioned in the communication made by Franchisee for intimation and approval from Franchisor.
18. The Franchisee shall bear a sum amounting to Rs. 40,000/- or at actual costs of repairs or replacement related to issues pertaining SNG/ vault lock arising due to reasons attributable to the Franchisee or its employees / representatives.
19. Only valid denominations of Rs. 100/-, Rs.200/-, Rs. 500/- or Rs. 2,000/- is to be withdrawn or loaded in the ATMs.
20. Franchisee to ensure that their authorized representatives responsible for cash loading will carry and display a valid Government Identity Proof which was provided in the KYC during all the withdrawals and loadings.
21. The Franchisor will have right to conduct periodic audits on the cash lying inside the ATM machine at the Premises through its authorized personnel.

MODEL 2: Cash withdrawal through Franchisor's account

1. Franchisee will be authorized to perform cash withdrawals from Franchisor's account for the purpose of loading cash in the ATM allocated to the Franchisee under this agreement.
2. Franchisee undertakes to submit list of _____ employees prior to commencement of cash replenishment "those authorized to perform (a) authorization of withdrawal of cash on the basis of indent/cheque/SR issued by the Franchisor from the bank by signing the indent/cheque/SR, as the case may be, issued for the purpose of self-withdrawal (b) those authorized to sign the receipt of cash amount from the bank at the time of cash pick up or delivery (c) cash replenishment, deposit pick up and FLM services. The list of authorized employees of the Franchisee shall be duly completed with and shall include the photograph and specimen signatures, authorization letter from duly attested by the authorizing officers of the Franchisee and police verification report of each employee. Police verification reports shall be submitted to Franchisor for each and every employee who will be authorized for the services as mentioned in the Agreement.
3. In the event there is any change to the status of any of Franchisee's authorized personnel, including but not limited to resignation or conviction of crime, Franchisee shall review the authorization status of that employee to determine continued fitness for the purposes of cash replenishment. Any changes of authorization, including addition and deletion of personnel shall be reflected in the lists with immediate effect and written notice shall be provided to the Franchisor including the same procedure to be followed for the new personnel to be authorized for the services of the Franchisor. Additionally, any compliance requirement with respect to change in authorized personnel of Franchisee and all required verification shall be completed promptly.
4. Franchisor shall issue the cheque book in the name of Franchisee's authorized employee to cater the services for the specific purpose of "SELF WITHDRAWAL" for withdrawing the cash from the Franchisor's account at the nodal bank branch.
5. Franchisor shall not issue the next cheque book in the name of Franchisee's employee until the utilization information of the previous cheque book has been submitted to Franchisor. Franchisee shall ensure the submission of the utilization information of each leaf of the

cheque with Franchisor with the request for issuance of a fresh cheque book. Franchisor shall issue the fresh cheque book only after tallying the utilization report from its own data and if found correct.

6. Franchisee shall ensure the correct usage of the cheque book issued to its authorized employees. Further, Franchisee shall also indemnify or to keep indemnified Franchisor, its Affiliates and its Indemnitees, in case of any misuse of cheque, breach of any obligations under this agreement, failure to submit or misrepresentation of details, records as required under this agreement.
7. Franchisee shall provide Franchisor with an undertaking in the format as annexed in this agreement from time to time verifying the appropriate use of the Check book issued by Franchisor in the name of Franchisee.
8. Franchisee will provide periodical declarations as per the format prescribed by the Franchisor from time to time.
9. Franchisee will be responsible to ensure that the cash withdrawn is as per the indent provided by the Franchisor. Franchisee will be responsible for loading of the indented amount in the allocated Indicash ATM/ ATMs. Franchisee to ensure that cash is available at the bank branch as per the amount and denomination specified in the indent. In case of any potential deviation with the indented amount, upon intimation the indent will be changed, and new indent will be sent by the Franchisor.
10. The Franchisee to ensure that Franchisor is informed through email on the same day of the cash loading. Upon successful loading of the cash in the ATMs on a particular date, the Franchisee shall ensure that the physical copy of the ATM Counters (ATM Counters are printed electronic slips generated by the ATMs which reflects the cash balance in the ATM before and after loading of cash) along with the Switch Counters (Switch Counters are printed electronic slips generated by the Switch which reflects the cash balance in the ATM before and after loading of cash) from the ATMs and the signed CBR Sheet (CBR Sheet are the balancing sheet where the physical cash balance is reconciled with the balance as appearing in the ATM Counter vis-à-vis the Switch Counter) for all such ATMs are submitted with Franchisor latest by T+2 (T+2 means date of Actual Transaction plus two days) basis. The Franchisee will submit the ATM counters in the specified format in soft copy on the same day.
11. Additional indent will be provided basis the amount dispensed on the previous day and cash already available in the ATM, subject to the upper limit of the Security Deposit.
12. In case the transferred amount is not withdrawn on any given day, interest cost to be borne by the Franchisee @ 10% p.a.
13. Franchisee to ensure that cash to be loaded in Franchisor's Indicash ATMs is carried in teams of 2 or more persons each.
14. Franchisee to ensure that, at no point of time currency (for loading in the ATM) over and above Rupees 10 (Ten) Lakhs is transported. Any loss, if any, incurred due to non-compliance to the clause will have to be borne by the Franchisee.
15. Franchisee shall ensure that the Cash is replenished in the ATM in front of the camera placed in the ATM Premises. It must be ensured that this activity of replenishment is clearly visible and facing the camera for recording.
16. At the end of each day the Franchisee shall conduct the following procedures: (a) Provide the Franchisor, the cash balance report for all ATMs and (b) provide all reports and details as required by the Franchisor.
17. Franchisee to provide withdrawal slips/ bank statement (in pdf or jpeg format only), of the account mentioned in the agreement and used for cash withdrawal on a weekly basis, highlighting the cash withdrawal entries in the bank statement every Monday for validation by the Franchisor. In case of failure to deposit such withdrawal slips/ bank statement, further transfers to the Franchisee's account will be kept on hold until the withdrawal slips/ bank statement is submitted and validated.

18. In case of mismatch between the amount transferred to the Franchisee's account and the withdrawals made by the Franchisee, further transfers will be kept on hold till the same is reconciled.
19. Cash loaded in the ATMs must only be the cash which is sourced from the Bank. Any other cash loaded into the ATMs, will be considered as the breach of agreement and can lead to termination of the agreement and legal actions.
20. Before Loading the Cash and Post loading the Cash in ATM, Franchisee to ensure End of the Day Process is followed and the Physical Cash is tallied with both ATM Counter and Switch counter. In case of any overage or shortage, the same is appropriately adjusted in both ATM Counter and Switch and daily CBR report is provided on daily basis.
21. Based on the dispense pattern of the ATM, the Franchisee will have to extend the Security Deposit to a higher amount, which will in turn allow Franchisor to provide higher indents and ensure cash availability at the ATM.
22. To serve the financial requirements on holidays or extended weekends, Franchisee shall deposit additional required amount in the Franchisor's Bank account for the extended weekend or holiday period after proper intimation and approval with Franchisor at least 1 day in advance. The additional amount deposited with Franchisor will be reimbursed 1 day after the end of extended weekend or holiday period, start and end date of extended weekend along with holiday period must be mentioned in the communication made by Franchisee for intimation and approval from Franchisor.
23. The Franchisee shall bear a sum amounting to Rs. 40,000/- or at actual costs of repairs or replacement related to issues pertaining SNG/ vault lock arising due to reasons attributable to the Franchisee or its employees / representatives.
24. Only valid denominations of Rs. 100/-, Rs.200/-, Rs. 500/- or Rs. 2,000/- is to be withdrawn or loaded in the ATMs.
25. Franchisee to ensure that their authorized representatives responsible for cash loading will carry and display a valid Government Identity Proof which was provided in the KYC during all the withdrawals and loadings.
26. The Franchisor may conduct periodic/random audits on the cash lying inside the ATM machine at the Premises through its authorized personnel.

First Level Maintenance ("FLM"):

1. Franchisee shall conduct FLM Services on each ATM as required or requested by the Franchisor (or its agents or representatives) from time to time which would include but not be limited to Currency Jam, Dispenser Failure, Cassette type I and II failure, CP & JP rolls exhaustion, Purge Bin overflow, Customer Receipt failure & Replacement of ribbon. Adequate technical training would be provided to the Franchisee and its employees to handle the FLM Calls.
2. FLM calls logged with the Franchisee shall be attended to on the same day within 3 hours of the call logging time, if the request has been received between 7am and 7 pm. In case of request received post 7pm, the Franchisee will have the option to attend the same on or before the next day loading of the ATM. In the event loading is not planned for the ATM, the Franchisee will have to attend to the call on the next day without fail.

Other Services:

1. Franchisee shall keep the space where ATM services are to be provided in secure , clean and safe condition at all times during the subsistence of this Agreement. The safety and security of the ATM and assets shall be the sole responsibility of the Franchisee.
2. Franchisee shall keep a dustbin near the ATM machine to put the receipts/garbage and will clean it every day.
3. Franchisee shall keep the assets safe from rodents and pests, by deploying suitable controls.
4. Franchisee shall provide necessary power i.e. of single phase 1 KVA (commercial meter) for ATM services.
5. Franchisee will prominently display any information/material related to branding or services supplied by the Franchisor from time to time.
6. Franchisee shall be responsible for maintenance and general repair of the Premises and electrical fittings to ensure smooth operation of the ATM site.
7. Franchisee will be responsible for basic FLM (First level maintenance) of the ATM Machine as & when required.
8. Franchisee shall not make any type of alteration, modification, reverse engineering in the ATM Hardware without prior written permission of the Franchisor.
9. Franchisee shall be responsible for any act of theft or vandalism at the site, damages to the ATM and equipment (including Battery, UPS and branding collaterals) and cost of the same shall be recoverable from the future billing or security deposit.
10. Franchisee shall be responsible for conducting marketing activities for enhancement of the transaction as and when requested by the Franchisor. Franchisee to ensure local arrangement for launch of the site.
11. Franchisee to ensure that efficient manpower as per the requirements of the Franchisor is recruited and all the ATMs within the scope of the Franchisee are personally visited at least once a month to ensure the best in class service levels.
12. Franchisee to ensure that all the consumer schemes are timely placed into the ATMs as per the conditions laid down for the same by the Franchisor
13. Franchisee to ensure that the MIS and Reports are daily updated by ATM & are shared next day morning to the designated email address for review.

Annexure – “B1”

Collection of all the below legal documents as per Franchisor norms:

1. Registered Title deed / Sales deed / Khatha Certificate;
2. Copies of Records of Rights / Mutation Entries / Property register cards / Index II register as applicable.
3. Notarized NOC from the society/builder/other authorities for leasing the Premises wherever applicable.
4. Copies of the last paid Electricity charges, municipal tax
5. Bank account details: Bank, Branch, IFSC Code, Account Number, Account Name
6. PAN Card
7. Legal heir certificate (in case of the demise of the owner) and NOC from the other claimant/s
8. Other related documents as required by the Franchisor’s Legal Team.
9. Site Handover Check list of all assets provided by the Franchisor (required one-time before submission of first invoice)

Annexure – “C”**Roles, Responsibilities and Obligations**

The following are the roles and responsibilities of the Parties:

No.	RESPONSIBILITY	Franchisor	Franchisee
1.	Assets & Asset Installation (ATM, V-Sat, UPS), Branding & Branding Installation (Signage, Lollypop/ Flange)	Yes	No
2.	Site Readiness (Walls, Shutter, Painting) as covered in BOQ	No	Yes
3.	Transaction Settlement & Reconciliation	Yes	No
4.	Switch Monitoring	Yes	No
5.	ATM Consumables	Yes	No
6.	SLM – ATM/V-Sat/UPS Servicing (AMC)	Yes	No
7.	NFS Dispute Management	Yes	No
8.	Appointment of Cash Supply/ Settlement Bank	Yes	No
9.	Providing the Site and Payment of Site Rent	No	Yes
10.	Indent and Indent amount to be transferred to current account	Yes	No
11.	Collect cash from the Bank and Cash loading into ATM & updating cash balance in ATM counter and Switch and reporting activity.	No	Yes
12.	Electricity and related costs payments	No	Yes
13.	Housekeeping, Site Repair & Maintenance (related to Carpentry, General Repairs and Site Electrical Maintenance)	No	Yes
14.	First Level Maintenance of ATM and Site (including bottom hood – cash chest and dispenser calls)	No	Yes

15.	Periodical reconciliation of Cash issued based on DLR report Shared by Franchisee	Yes	No
16.	Monthly Overall reconciliation of Cash in ATM for the ATMs managed by Franchisee based on DLR, VCB and CBR reports	Yes	No
17.	Monthly recovery of any cash shortages from the invoice of Franchisee	Yes	No
18.	Monthly/Periodical/Yearly declarations as specified in the agreement/ as required by the Franchisor or to be submitted to the Bank	No	Yes

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

SIGNED AND DELIVERED BY
Tata Communications Payment Solutions Limited (Franchisor)

Through its Authorized Representatives

:

In the presence of :

SIGNED AND DELIVERED BY
 _____ **(Franchisee)**

Through its Authorized Representatives / Proprietor / Partner

:

In the presence of :