

தமிழ்நாடு மின்முகப்பு TAMILNADU

DF 163672

LivQuik Technology (India) Private Limited

Handwritten signature

17 JAN 2025

G. PRABHAKARAN
 STAMP VENDOR
 L. No. 83 / 2406 / B3 / 96
 Old No. 93, T.P. Keil Street,
 Thiruvallikeni, Chennai-5.
 Phone : 9840228784

This non-judicial stamp paper forms an integral part of the Agency Agreement executed on 12th February 2025 between LivQuik Technology (India) Private Limited and M/s Om Import & Export.

AGENCY AGREEMENT

This Agency Agreement is executed on **12th day of February 2025** ("**Effective Date**") at Chennai (hereinafter referred to as the "**Agreement**") by and between:

M/s Om Import & Export, a sole proprietorship represented by Polimetla Sudhakar holding permanent A/c no CCHPP0045D having its registered office at 12-1-2/1, Gandhi Nagar, Palwacha, Bhadradi Kothagudem, Telangana 507154. hereinafter referred to as the "**Agent**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of **ONE PART**

AND

LivQuik Technology (India) Private Limited, a company incorporated and registered under the Companies Act, 1956 (CIN: :U74999TN2012PTC165988) having its registered office at 'C-15, Sriram Nivas, 1st Floor, Secretariat Colony, Thiruvalluvar Nagar, Alandur, Chennai, Tamil Nadu, India - 600 016 (hereinafter referred as "PPI Issuer") which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors, assigns and affiliates) of the One Part.

The Agent and PPI ISSUER shall collectively be referred to as "**Parties**" and individually referred to as the "**Party**", as the case may be.

WHEREAS

- A. The Agent is *inter-alia* engaged in the business of providing reusable FASTag tag based on radio-frequency identification technology (RFID) that will be affixed on a vehicle's windscreen.
- B. PPI ISSUER is a non-Bank PPI Issuer which is authorised by Indian Highway Management Company Limited to issue FASTags and has been certified by NPCI for its National Electronic Toll Collection (NETC) programme.
- C. PPI ISSUER has approached Agent and requested the Agent to sell PPI ISSUER's FASTags in the market and for the said purpose, allow the Agent to load/reload Prepaid Payment Instruments issued by PPI ISSUER through Agent's authorised outlets or through Agent's authorised / designated sub-agents, subject to certain conditions as agreed herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. DEFINITIONS:

The definitions will be reflected in the Annexure 1 of this Agreement.

2. INTERPRETATION:

- 2.1 Unless a contrary indication appears, any reference in this Agreement to:

LivQuik-OM Import & Export Agency Agreement

- i. a "**person**" includes any individual, firm, company, corporation, Government Authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality), any association, trust, joint venture, consortium, partnership (whether or not having separate legal personality), joint stock company, trust or unincorporated organisation and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
 - ii. a "**regulation**" includes any regulation, rule, official directive, request or guideline of any governmental, intergovernmental or supranational body, agency, department or regulatory body;
 - iii. a "**Clause**" or "**Schedule**", is a reference to a clause in, or schedule to, this Agreement;
 - iv. a "**party**" to this Agreement or a "**person**" shall include their respective successors, assignees, novatees or transferees (to the extent assignment, novation or transfer is permitted under this Agreement);
 - v. an "**amendment**" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
 - vi. an "**authorised signatory**" means a person that has been duly authorised by another person (the "**other person**") to execute or sign this Agreement (or other document or notice to be executed or signed by the other person under or in connection with this Agreement) on behalf of that other person;
 - vii. "**hereof**", "**herein**" and "**hereto**" and words of similar import when used with reference to a specific Clause in, or Schedule to, this Agreement shall refer to such Clause in, or Schedule to, the Agreement, and when used otherwise than in connection with specific Clauses or Schedules, shall refer to the Agreement as a whole;
 - viii. "**other**", "or **otherwise**" and "**whatsoever**" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to;
 - ix. the word "**includes**" or "**including**" are to be construed without limitation; and
 - x. a provision of law is a reference to that provision as amended or re-enacted.
 - xi. Writing shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including email) and other means of reproducing words in visible form but shall exclude text messages via mobile phones.
- 2.2 Clause and Schedule headings are for ease of reference only and shall not be used in any way for purposes of interpreting this Agreement.
- 2.3 Words importing the singular number shall include the plural and vice-versa.

- 2.4 Words and abbreviations, which have well known technical or trade or commercial meanings are used in the Agreement in accordance with such meanings.

3. SCOPE OF SERVICES:

- 3.1 The Agent shall provide to PPI ISSUER the Services as are set out in **Schedule 1**, which is attached hereto and made a part hereof. Provided, however, Agent will not undertake any activity which has not been expressly authorised by PPI ISSUER.
- 3.2 From time to time, the Agent and PPI ISSUER may jointly elect to add to or amend **Schedule 1**. Addition or amendment made to this Agreement shall be in writing. Further, any additions/amendments to be done due to future directives of Reserve Bank of India, if applicable, which shall be binding on the Parties.

4. SERVICE FEE AND BILLING:

- 4.1 The Service Fee and its payment conditions have been set out in the **Schedule 2** hereto.
- 4.2 From time to time, Parties may jointly elect to add to or amend **Schedule 2** to which addition or amendment shall be in writing.

5. ROLES/RESPONSIBILITIES/RIGHTS OF EACH PARTY

5.1 Rights granted to Agent:

Subject to and in accordance with the terms hereof, PPI ISSUER hereby grants to the Agent:

- i. The right to act as PPI ISSUER's agent for the sole purpose of the Service, within the designated geography allocated to it.
- ii. The right to use in the business the Marks, other symbols, insignia, distinctive plans, designs or specifications owned by or authorized to be used by PPI ISSUER.
- iii. All other rights and benefits accruing to the Agent by virtue of this Agreement.

5.2 Rights of PPI Issuer:

- i. To take all actions in order to comply with the directions, circulars, notifications issued by RBI, NPCI, IHMCL or any other authority in relation to issuance of FASTag PPIs.
- ii. To make or declare a Fastag PPI inactive if its volume i.e. count is less than 1 (one) transaction . Any Fastag PPI declared inactive for the said reason shall not be eligible for activation related incentive/s.

5.3 Obligations of PPI ISSUER:

The obligations of PPI ISSUER are as follows:

- a. In order to assist the Agent in launching the Business, PPI ISSUER shall provide training to the Agent or his designated nominee. PPI ISSUER gives the training either directly or through chosen third party training providers.
- b. The training will be mandatory and provided for a period to be determined by PPI ISSUER and at location to be fixed by PPI ISSUER or the third party training provider which will also provide a certificate of

- completion at the end. Cost of any such third party including certification cost, the cost of travel and stay of the Agent or his nominee during training, where necessary, will be borne by the Agent.
- c. PPI ISSUER shall provide technology support to the Agent required in relation to performance of the Services, including installation of software, resolution of technical issues that arise at PPI ISSUER 's end, to access PPI ISSUER portals/websites. However, any technical issue where the dependency is on the third party, PPI ISSUER shall not be held liable.
 - d. PPI ISSUER shall regularly monitor the activities of the Agent and carry out review of the performance of Agent at least once in a year.
 - e. To assist the Agent in conducting the business, PPI ISSUER shall provide or make available to the Agent the following:
 - i. The Standard Operating Procedure Manual, which will contain the entire set of guidelines, and shall be intimated by PPI ISSUER from time to time;
 - ii. The continual updates, if any, alternatives and/or improvements in or to the Standard Operating Procedure, to enable the Agent to keep up to date with any changes in the rules and operations of the PPI ISSUER 's business.
 - iii. Copies of all advertising material suitable for use in his designated geography, if any is deemed necessary
 - iv. Any services that PPI ISSUER may deem necessary as part of its business through the Agent.

5.4 **Obligations of Agent:**

The obligations of the Agent are as follows:

- a. Agent shall ensure all the processes, rules and guidelines as specified in the Standard Operating Procedure Manual given by PPI ISSUER are followed to their full extent.
- b. To cooperate with PPI ISSUER during due diligence exercises conducted by PPI ISSUER.
- c. Agent shall not charge any fee to the customers directly for services rendered by them on behalf of PPI ISSUER.
- d. The amount collected from the customer shall be acknowledged by issuing a receipt (printed or electronic) on behalf of PPI ISSUER.
- e. Employ any suitable person(s) to provide services on his/her behalf, as may be required for the conduct of the business. However, the Agent is not transferable and the franchise shall be solely responsible for any breach of the terms of this Agreement by the Agent and/or his employees.
- f. Commission can be paid in the settlement account of Agent or person appointed either by PPI ISSUER and it will be held that the same is paid to Agent (even if the settlement Account is in the name of the appointed person). PPI ISSUER will not be liable for any further commission payments to Agent.
- g. Train the employees to operate the system efficiently to such standards as required to meet the obligations as per this Agreement.
- h. Where applicable, provide a neatly maintained space and layout for conducting the business, keeping in view the need for providing convenient access and interface to customers, and for display of mandatory information and documentation to the customers, as prescribed by PPI ISSUER. Any modification of the layout or shift in accommodation can be done only with prior approval of PPI ISSUER.
- i. Maintain books of account as directed by PPI ISSUER and preserve all related documents as per periodicity fixed by PPI ISSUER. These shall be made available to PPI ISSUER, and any person authorized by PPI ISSUER at such time and place as may be required by PPI ISSUER for the purposes of inspecting the service.
- j. Allow any authorized member of the staff of PPI ISSUER to inspect the stock of various products, forms, equipment etc. held by him and also the accounts and related documents, at any time, without notice. Not

- allowing this facility will be treated as a breach of this Agreement and can lead to termination of the Agent.
- k. Ensure safety and security of all articles of mails, documents generated/received as part of Business through the outlet, while they are in the custody of the Agent, to maintain necessary documentation, and to ensure their safe and timely further disposal as prescribed by PPI ISSUER. Loss to PPI ISSUER due to failure to do so will be made good by the Agent.
 - l. Ensure that customers are dealt with in a fair, courteous and honest manner, render prompt, and willing service and conduct business in such a manner as not to detract from or bring disrepute to the Marks.
 - m. The Agent shall display signage of PPI ISSUER and the customer care contact details including details of Nodal Officer of PPI ISSUER for grievance redressal (telephone numbers, email address and postal address. The Agent shall post a signage indicating their status as service provider for PPI ISSUER and the fees for all services available at the outlet
 - n. The Agent shall be responsible to preserve records and confidentiality of customer information in his possession.
 - o. Not to bring the Services, System or Business into disrepute or to use the service for any unlawful, immoral, improper or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited message or messages affecting / infringing national interest, nor create any damage or risk of PPI ISSUER or its Network and / or other Agent / customers. The Agent need to comply with IT Act, 2000 and as amended from time to time.
 - p. Fully co-operate with PPI ISSUER in conducting any investigation into complaints received. Agent shall provide all relevant information in such cases as well as for any other matter, as may be required by PPI ISSUER from time to time.
 - q. Agree to not start any similar venture or undertake any activity, independently or otherwise, during the validity of this agreement which will constitute a conflict of interest with the Business of PPI ISSUER, or which will give the Agent, the power to influence the economic conduct of such an undertaking.
 - r. Be liable for all taxes, present and future, and additional taxes/cesses/duties etc. that may be levied by the Government or local authorities etc. on the business, over and above what is notified to be collected by PPI ISSUER.
 - s. Agree to undertake to pay all dues and outstanding, if any, to PPI ISSUER during the term of agreement or on termination of agreement, even if there are any disputes pending between the Agent and PPI ISSUER.
 - t. Return to PPI ISSUER the Marks and all related documents which are the exclusive property of PPI ISSUER on termination of the Agent.
 - u. Agent shall ensure that they have suitable contingency plans and disaster recovery plans in place, to ensure business continuity.
 - v. Agent shall not appoint subagent/s without a prior written consent or approval from PPI Issuer.
 - w. Agent shall be liable to indemnify the PPI Issuer with respect to the transactions carried out via Fastag PPIs which are not registered and whose KYC has not been performed.
 - x. Agent shall be liable to indemnify the PPI Issuer with respect to Fastag PPIs which have a negative balance up to three months from the date of their issuance
- y. Tags issued to agents shall be utilised within 3 months post that the tag will be blacklisted, and agent will be charged Rs. 50 per tag plus GST.
 - z. Tag should be assigned of the right class as per the vehicle RC Copy on the NETC Mapper and the same tag has to be affixed onto the vehicle. Any difference in the mapper class or tag affixed will be penalized at Rs. 500 each upto 100 cases of wrong issuance and Rs. 1000 each for more than 100 cases of wrong issuance. Further, any

losses to concessionaires would be raised by them either via debit adjustment or other means along with supporting evidence like AVC Class, Vehicle Image, RC Copy or VAHAAN info.

- aa) The Agent should get the vehicle mapper class modified as per NPCI requirements within the desired TAT i.e. T+3 days, where 'T' is the date and the same shall be intimated to the Agent by LivQuik's operations team. In case, the TAT is not fulfilled then the Agent will be charged Rs. 500 (upto 100 cases) and Rs. 1000 for cases exceeding 100 in a calendar month.
- bb) If any agent is found to change the vehicle number of the vehicle and the tag is affixed on the vehicle is different or the wrong entry of chassis number, then an amount of Rs. 500/- will be charged for every instance.
- cc) An amount of Rs. 1000/- per instance to be levied on agents in any instance/ report of FASTag found/ reported not affixed on the assigned vehicles. LivQuik to provide with relevant image proof to the Agent for him to validate the said case.
- dd) An amount of Rs. 1000/- per instance to be levied on agents for all classes of tags, except for VC-4 which are allowed to be sold online for retail customers.
- ee) If any agent collects/uploads wrong customer details in Fastag portal, then an amount of Rs. 500/- per instance shall be charged. Especially with vehicle RC copies and KYC documents this will be applicable as missing RCs is a major concern area.
- ff) Any vehicle which is being created on Chassis number then the vehicle number should be updated within a span of 60 days. If same not updated, then a penalty of Rs. 2000/- per tags will be levied and after 90 days tag will be blacklisted. Agent should provide the Invoice Copy, Insurance Copy, Fitness Certificate FormNo.21,for the creation on Chassis Number for New Vehicles within 60 days.
- gg) In case of any unauthorized data leak or any data furnishing to third party without PPI Issuer authorization then the Agent shall be penalised for Rs. 5000.
- hh) The agent shall be obliged to check the terms and conditions as laid down by the PPI Issuer on its website and shall comply with them.

6. CONFIDENTIALITY

- 6.1 Each Party acknowledges and agrees that confidential information shall be exchanged as part of this Agreement and that each Party shall maintain confidentiality in relation to the information received under this Agreement save for any disclosure of such information as may be required under Applicable Law or by a Government Authority.

For the avoidance of doubt, "**Confidential Information**" shall include:

- i. Information related to the Trade Secrets of a Party;
- ii. Any proprietary information concerning Party and/or its business or services or the terms of this Agreement in connection with the services contemplated under this Agreement;
- iii. Information contained in this Agreement;
- iv. Customer Information; and

v. Customer Transaction Data.

6.2 Confidential Information shall not include information:

- i. that is public knowledge (otherwise than as a result of a breach of confidentiality by the other Party);
- ii. that is already known by a Party prior to its disclosure by the other Party or is acquired by a Party from a third party having the legal right to furnish the same to such Party, without breach of the confidentiality obligations; or
- iii. that is independently developed by a Party without use of or reference to any Confidential Information of the other Party.

6.3 The Parties shall provide access to the Confidential Information to its employees, consultants, contractors, representatives, only on a 'need to know' basis. Except as may be expressly required by either Party, no Party or any of its officers, persons employed or retained or agencies rendering service to them shall directly or indirectly, including without limitation, disclose any Customer Information, data or records, confidential or proprietary material of the Agent or make available to any third party any information concerning the services/activities being provided by it or any third party any information relating to any aspect of the Parties' operations, business activities, affairs or infrastructure, to which other Party or any of its officers, persons employed or retained by them or persons or agencies rendering services to them may have gained access.

6.4 Each Party hereby specifically agrees to indemnify and keep the other Party indemnified at all times against all or any consequences arising out of any breach of this undertaking by the other Party and / or its employees and shall immediately reimburse and pay to the other party on demand all damages, loss, costs, expenses or any charges that the Party may suffer, incur or pay in connection therewith.

6.5 The Parties agree to:

- i. Take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.
- ii. Not to misuse or permit misuse directly or indirectly, commercially exploit the Confidential Information for economic or other benefit.
- iii. Not to make or retain any copies or record of any Confidential Information submitted by the Agent other than as may be required for the performance of PPI ISSUER's obligation under this Agreement.
- iv. Notify the Agent promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- v. Return all the information lying in the custody of PPI ISSUER at the end of the specific assignment.
- vi. In the event either Party is directed by a court order or any other regulatory and/or administrative authority to disclose any Confidential Information, such Party shall to the extent commercially reasonable, intimate the other Party within 2 (two) working days from the date of receipt of such direction. Such intimation shall be accompanied by copy of the court order or any direction from the regulatory and/or administrative authority.

- vii. Upon termination of this Agreement, the Parties shall forthwith return all Confidential Information, records, documents, visiting cards, Customer Information, sales promotion / marketing material, data, information, valuables, software, hardware, marks, any stationary embossed with the marks (Intellectual Property of the Company) etc., including all copies thereof to the Company without retaining any such item on the plea of lien, set off or any other reason whatsoever.

6.6 **Return of Confidential Information:** All Confidential Information proprietary to a disclosing party shall, where practically possible, be returned to the disclosing party, upon the disclosing party's request or upon the cancellation, expiration or termination of this Agreement, or shall be properly deleted or disposed off upon notice by the disclosing party. For any Confidential Information which is required to be stored pursuant to any law or regulation, the Parties shall protect such Confidential Information for the time duration so required under the same restrictions imposed as if this Agreement were still in force and effect.

6.7 **Actions in the Event of Unauthorised Access:**

- i. Without prejudice to any other rights that each Party may have, each Party will take appropriate action to address and remedy incidents of unauthorized access to the other Party's Confidential Information in its possession, including notification to the other Party immediately of any such incident. Such notification shall specify the corrective action taken.
- ii. Without prejudice to any other rights that each Party may have, in the event of any unauthorised access to Confidential Information, each Party shall take all necessary measures to amend or modify its internal policies or computer systems in order to prevent similar incidents of unauthorised access. The Party shall notify the other Party of such causes and measures after they have been identified or implemented, respectively.

7. **COMMERCIAL ARRANGEMENT**

The commercial arrangement between the Parties is provided in **Schedule 2**.

8. **TERM AND TERMINATION**

8.1 **Term:** This Agreement shall come into effect on the Effective Date and shall continue to remain in effect until validly terminated by either Party.

8.2 **Termination:**

- i. This Agreement may be terminated by either Party at will, with or without cause, by giving not less than 30 (Thirty) days' prior written notice to the other Party.
- ii. PPI ISSUER shall be entitled to terminate this Agreement by written notice of 30 (thirty) days to the Agent, if the Agent commits any breach of any of the provisions of this Agreement or Service Level Agreements and, in the case of a breach capable of remedy, fails to remedy the same within 15 (Fifteen) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- iii. Notwithstanding anything to the contrary contained herein, PPI ISSUER may terminate this Agreement without notice provided:
 - a. if, by the acts or default of the Agent or immoral conduct, PPI ISSUER suffers damage to its name and reputation; or

- b. in the event the Agent fails to commence operations in accordance with the terms of this Agreement; or
- c. the Agent commits any breach of the provisions of Confidentiality; or
- d. upon the circumstances stated in Force Majeure; or
- e. any event that would affect the ability of the Agent to perform its obligations under this Agreement occurs; or
- f. the Agent becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
- g. failure to comply with the directions of PPI ISSUER issued under this Agreement; and / or the Agent is convicted of any criminal charge.

8.3 Consequences of Termination

Upon the termination of this Agreement, the Agent undertakes to:

- i. Immediately discontinue and cease to use the trade mark, logo and other intellectual property of other Party and shall immediately hand over any and all copies or documentation of such intellectual property;
- ii. Return all equipment held in the capacity as custodian;
- iii. Immediately return the confidential information belonging to other Party;
- iv. Cease to promote, distribute, provide, market or advertise the Services; and
- v. Pay all amounts as shall have accrued and become payable to other Party as at the date of termination, if any.
- vi. Not at any time to use or duplicate the business or the system or any part thereof.

9. REPRESENTATIONS AND WARRANTIES BY THE PARTIES

9.1 The Parties declare, represent, undertake and warrant as follows:

- i. The Parties have obtained all necessary approvals, registrations and certifications required from relevant authorities and other entities for the purposes of fulfilling its obligations as set out in this Agreement respectively.
- ii. The Parties have not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes.
- iii. The Parties shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for renewal of the same.
- iv. The Parties undertake to continue to comply with all Applicable Laws.
- v. This Agreement is being entered into on principal-to-principal basis and either party is not and shall not be treated or deemed either as an agent or an employee of the Agent. The Parties shall not use any deceptive or false or misleading representation while providing any services under this agreement.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Party shall own its respective Intellectual Property (“**Pre-Existing IP**”). Nothing contained under this Agreement shall be construed as a grant of any right, title or interest over the Pre-Existing IP of the Parties to the other Party.
- 10.2 PPI ISSUER represents and warrants that the Agent’s use of the PPI ISSUER marks (“**Mark**”) and other information and property developed by PPI ISSUER or any of its subcontractors hereunder or licensed to the Agent as provided above will not violate any rights, including, without limitation, any intellectual property rights, of any third parties.
- 10.3 Neither Party shall use the patents, copyrights, trademarks, proprietary and/or licensed software, and Trade Secrets of the other Party in any manner whatsoever without the prior written consent of the other Party.
- 10.4 Nothing herein shall constitute an agreement to transfer or license or to grant any copyrights, trademark rights and/or any other Intellectual Property Rights of either Party to the other Party.

11. LEGAL COMPLIANCE

- 11.1 **Responsibilities:** Each Party understands and agrees that it shall be responsible for its own compliance with Applicable Laws (including such laws and regulations brought to one Party's attention by the other) and shall indemnify and hold the other Party harmless against any and all liability or expenses incurred or suffered directly due to the other Party's activities which are in breach of Applicable Law. The Parties agree that they shall provide information and assistance to each other upon reasonable request to enable the other Party to comply with such laws and regulations.
- 11.2 **Performance in Compliance with Laws and Regulations:** Each Party agrees that it will perform its duties under this Agreement in accordance with any Applicable Laws in connection with the Program.

12. INDEMNITY

- 12.1 The Agent hereby indemnifies PPI ISSUER from and against all damages, costs and expenses arising out of the breach of any representations, warranties and or covenants made by it in this Agreement, breach of the Agreement generally or for non-fulfillment of its obligations under this Agreement.
- 12.2 The Agent agrees to be solely liable for and will indemnify defend and hold harmless PPI ISSUER’s officers, directors, employees from and against actual direct costs and expenses arising from out of or in connection with:
- i. The negligence and / or willful misconduct by it and/or its officers, directors or employees;
 - ii. The infringement or violation of any third party's copyright patent, Trade Secret, trademark, intellectual property, intellectual property right in relation to the services.
- 12.3 The Agent agrees to indemnify and hold harmless PPI ISSUER against any claims, damages, costs and expenses, on actual basis, arising out of, or in connection with any errors, omissions or any wilful negligence in performing its roles and responsibilities as mentioned in the Agreement.
- 12.4 The Agent agrees to indemnify and hold harmless PPI Issuer for any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to its sub-agents.

13. LIABILITY

- 13.1 PPI ISSUER shall not be liable in connection with Agreement for any indirect, consequential, incidental, punitive, exemplary or special losses, whether arising in contract, tort or otherwise.
- 13.2 Notwithstanding anything contained in this Agreement, liability of PPI ISSUER shall be limited (if admissible) in the case of any mistake/act/omission/ commission by PPI ISSUER or its employee(s) / representative(s) / agent(s) / contractor(s) up to the amount of net commission received. PPI ISSUER shall also not be liable/ responsible in any manner for any third party claim.
- 13.3 PPI ISSUER is not liable for any damage/loss caused by the Agent to the Dealer property. If PPI ISSUER is held liable by Dealer for any damage/loss to the property due to actions of the Agent, the claims shall be paid by the Agent.
- 13.4 PPI ISSUER shall not be held liable any case for the acts made by Agent and its employees or any one appointed by Agent to act on his behalf to carry out his business activity.
- 13.5 Agent shall be fully responsible for any actions committed/omitted by its sub-agents.

14. FORCE MAJEURE

Notwithstanding anything contained in this Agreement, in the event of this Agreement being rendered wholly or partially impossible of performance by either Party for any reason beyond its reasonable control, including but not limited to fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, Act of God, riot, the enactment of any Act of Parliament or the act of any other legally constituted authority, changes to the rules, regulation of Visa International or Master Card International, or any cause or event arising out of or attributable to war, or any other cause or event outside the control of the Parties hereto other than shortage or lack of money, then such non-performance shall not be deemed to constitute a breach of this Agreement therein.

15. ARBITRATION

All disputes, controversies and differences of opinion arising out of or in connection with this Agreement or for the breach hereof which cannot be settled amicably by the Parties hereto shall be settled by the Courts of Chennai, India.

16. JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of India and, subject to Clause 15, the Courts at Chennai shall have the exclusive jurisdiction regarding any dispute arising out of or in connection with this Agreement.

17. AMENDMENTS

- 17.1 Any term of this Agreement may be amended only with the written consent of the Parties.
- 17.2 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

18. SERVICE MARKS

The Parties agree that for the term of this Agreement each Party may use the other's name as part of its marketing efforts or in various communication in the public domain subject to prior written approval from the other Party.

19. INFORMATION SECURITY AND AUDIT

- 19.1 Each Party represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all Applicable Laws (including data privacy and data protection laws), as well as all other applicable regulations and directives.
- 19.2 PPI ISSUER and all concerned regulatory bodies (including the Reserve Bank of India (“**RBI**”) or any person authorised by the RBI) shall be entitled to inspect and audit the books of account and all supporting documentation of the Agent relating to the Services, at any time, in respect of the whole or any part of the period of this Agreement. PPI ISSUER may do so by its internal or external auditors, or by agents appointed to act on its behalf, and shall be entitled to obtain copies of any audit or review reports and findings made about the Agent in conjunction with the services performed for PPI ISSUER.
- 19.3 Agent shall be bound to render all assistance and give all information to PPI ISSUER officials and/or concerned regulatory body representative.
- 19.4 If the audit shows that there are any discrepancies, irregularities or non-compliance with prescribed procedures, the Agent shall comply with any direction issued, including by PPI ISSUER or the RBI and due action will be taken by PPI ISSUER to recover its dues, without prejudice to any other action permissible as per law and the provision of this Agreement including termination of the agreement.

20. NOTICES:

- 20.1 Any notice or communication under or in connection with this Agreement will be given or sent by e-mail and by courier or by personal delivery at the respective addresses of the Parties. The address and other details of the Parties for the purpose of communication, unless otherwise notified in writing to the other Parties shall be:

If to PPI ISSUER:

Email: abhishek.arun@livquik.com

Address: C-15, Sriram Nivas, 1st Floor, Secretariat Colony, Thiruvalluvar Nagar, Alandur, Chennai, Tamil Nadu, India - 600 016

ATTN: Mr. Abhishek Arun

If to the Agent:

Email: omimportandexport1994@gmail.com

Address: 12-1-2/1, Gandhi Nagar, Palwacha, Bhadradri Kothagudem, Telangana 507154

ATTN: Polimetla Sudhakar

- 20.2 Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing, and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after

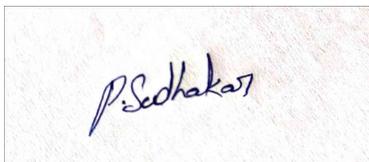
being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number), and 1 (One) business day from the date of email, if sent by email.

21. MISCELLANEOUS

- 21.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. This Agreement, the applicable terms and conditions, annexures, schedules and amendments thereto shall be construed as a single document and read together.
- 21.2 Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.
- 21.3 In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 21.4 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 21.5 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 21.6 Neither Party shall assign, sub-contract or transfer all or any of its rights, benefits or obligations under this Agreement without the consent, in writing, of the other Party.
- 21.7 Any clauses that explicitly or implicitly may survive, shall survive the termination or expiry of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and date first above mentioned.

For Agent



Polimetla Sudhakar
Proprietor

For PPI Issuer



Abhishek Arun
Director

ANNEXURE 1

Definitions

"Agreement"	means this Agreement between Agent and PPI ISSUER, together with the exhibits attached hereto, which are incorporated herein by reference, and any amendments from time to time.
"Applicable Laws"	means the central, state and local laws of India, including all orders, rules, regulations, executive orders, decrees, policies, judicial decisions, notifications or other similar directives having the force of law or any of the foregoing, by any court or any Government Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.
"Intellectual Property Rights"	mean all rights and title in respect of all work products created under this Agreement or in the process of performing services, including but not limited to, any rights and interests in inventions, patents, copyrights, designs, trademarks, trade-names, technology, business names, logos, commercial symbols, processes, developments, licenses, Trade Secrets, techniques, specifications, patterns, drawings, software, formulae, technical information, research data, concepts, methods, procedures, designs, confidential information, reports, recommendations and any other knowledge of any nature whatsoever including patents, copyrights, trademarks, trade names, design and other rights to apply and any amendments/modifications, renewals thereto.
"Trade Secrets"	With respect to a Party shall mean proprietary computer hardware, software and procedures, forms, information, data base and other related materials that have been acquired or developed by it.

SCHEDULE 1: LIST OF SERVICES

Agent shall sell PPI ISSUER's FASTags in the market and allow the Agent to load/reload Prepaid Payment Instruments issued by PPI ISSUER through Agent's authorised outlets or through Agent's authorised / designated sub-agents, subject to conditions laid down in this Agreement.

List of Services to be provided (subject to availability of services at that location provided by the service provider/Agent):

1. Fastag Kit Design and Printing:

Fastag, Card and Kit collateral design to be prepared by Agent. Final design approved by PPI ISSUER must not be altered;

All costs related to Fastag and Kit to be borne by the Agent;

PPI ISSUER's role in Fastag and Kit is limited to verify the design and approve.]

2. Fastag Enrolment:

Agent shall give due publicity of the Fastag cards among individuals/individual groups/companies/employees and enrol the prospective customers for the Fastag program of PPI ISSUER.

3. Fastag Activation:

In case of Fastag, PPI ISSUER's National Electronic Toll Collection Program Manager takes responsibility to deliver pack of Fastags across different vehicle class to Agent's Central Office;

Agent takes responsibility on managing the stock of Fastag, distribution, and shall promptly coordinate with PPI ISSUER for the issuance and activation of the cards sold by the Agent.

SCHEDULE 2: FINANCIAL TERMS AND CONDITIONS – PPI ISSUER SERVICES**Banking Business Correspondent Services**

Commercial Head	Description		
Distribution	PPI ISSUER will deliver the FASTags ordered by Agent at one designated office of Agent, for onward distribution through PPI ISSUER's network.		
One-Time fee	Agent shall charge a maximum of Rs. 100 per FASTag for their retail customers,		
Agent fee	Agent shall collect a maximum Agent Fee of Rs. 100 per FASTag, which is optional, and can retain the same to cover its distribution costs.		
Tag fee	Agent has to pay per tag cost which is Rs.55/per tag in shared account of PPI ISSUER for procuring fastag for every order placed on rotation basis. Order of Tags to be given on mail as on when required to the program Manager assigned to Agent		
Revenue Share	Tag program generates incomes for the program for all spends on the Toll. Residual income post GST and Network fees shall be shared as	Upto 5 Cr Toll collection in a month	50% of Interchange income if toll transaction in/from May'25 touches 1Cr otherwise 30% till it touches 1 Cr
		Between 5 Cr to 10 Cr Toll collection in a month	60% of Interchange income
		Above 10 Cr Toll collection in a month	70% of Interchange income
Fixed Payout	Fixed Margin on Tags: VC4 tag sale on monthly basis	Flat (Tag Cost)	Rs.100

Refundable Interest Fee Security Deposit	Rs 35,000/-
One Time Set up	A portal for the same will be enabled for the assigned users of Agent to carry out the onboarding process.
API Integration Set Up Fees	Rs 1,00,000/- (to be paid before the integration kick off call)

1. Tags to be procured on actual basis in a minimum quantity of 300 per category. Tags to be procured with an SD of Rs. 35/- per tag.
2. Tags issued to the Partner to be utilised in 180 days.
3. Minimum Rs. 35,000/- refundable deposit to be kept by the agent with LQ.
4. A tag with first 3 transactions having Negative balance is the responsibility of the Partner.
5. Unregistered tags and their transactions to be the responsibility of the Partner.
6. Convenience fee may be applicable for online recharge.
7. Threshold amount is the minimum recharge amount to be done at the time of tag activation.
8. The above-mentioned tag deposit rates would be applicable as per your vehicle class and will be refunded to only KYC customers at the time of Fastag account closure.
9. Toll amount will be deducted as per the applicable amount, depending on the vehicle class and the toll plaza. Charges mentioned above are subject to change basis MORTH/NHAI/IHMCL guidelines.
10. In case of security deposit waiver, if Fastag wallet goes below Threshold amount, all vehicles will get hot listed and will not be able to cross toll plaza till further recharge.
11. An amount of Rs. 10,000/- per instance to be levied on agents if tag assigned is not for right class as per the vehicle RC Copy on the NETC Mapper and the tag has to be affixed onto the vehicle.
12. The Agent should get the vehicle mapper class modified as per NPCI requirements within the desired TAT i.e. T+1 days, where 'T' is the date and the same shall be intimated to the Agent by LivQuik's operations team. If not done penalty of Rs. 5,000/- per instance will be collected from the agent.
13. If any agent is found to change the vehicle number of the vehicle and the tag is affixed on the vehicle is different or the wrong entry of chassis number, then an amount of Rs. 5,000/- will be charged for every instance only if penalty is levied on PPI Issuer by NETC.
14. An amount of Rs. 10,000/- per instance to be levied on agents in any instance/ report of FASTag found/ reported not affixed on the assigned vehicles. LivQuik to provide with relevant image proof to the Agent for him to validate the said case only if penalty is levied on PPI Issuer by NETC.
15. An amount of Rs. 5,000/- per instance to be levied on agents for all classes of tags, except for VC-4 which are allowed to be sold online for retail customers only if penalty is levied on PPI Issuer by NETC.
16. If any agent collects/uploads wrong customer details in Fastag portal, then an amount of Rs. 5,000/- per instance shall be charged. Especially with vehicle RC copies and KYC documents this will be applicable as missing RCs is a major concern area only if penalty is levied on PPI Issuer by NETC.
17. Any vehicle which is being created on Chassis number then the vehicle number should be updated within a span of 60 days. If same not updated, then a penalty of Rs. 5,000/- per tags will be levied only if penalty is levied on PPI Issuer by NETC and after 90 days tag will be blacklisted.
18. Agent should provide the Invoice Copy, Insurance Copy, Fitness Certificate, Form No.21 for the creation on Chassis Number for New Vehicles within 60 days.
19. In case of any unauthorized data leak or any data furnishing to third party without PPI Issuers authorization then the Agent shall be penalised for Rs. 10,000 only if penalty is levied on PPI Issuer by NETC.

20. The agent shall be obliged to check the terms and conditions as laid down by the PPI Issuer on its website and shall comply with them.

21.

Any changes to the above fees will be mutually agreed in email or as an amendment to this Schedule.