

Terms & Conditions

Acceptance of Terms

The access and use of this website <https://www.myonpay.com> is subject to the following terms and conditions of use ("Conditions" and/or "Terms"). If you do not agree to abide by the Conditions, please do not review, refer or download materials from this website.

<https://www.myonpay.com> is a web-site owned by ONAIR Services Private Limited (hereinafter ONAIR).

Your use of ONAIR Internet sites/ Application or any of the products or services offered on those sites/ Application (collectively, the "Services") is subject to these Terms of Use (these "Terms"). We may modify these Terms at any time without notice to you by posting revised Terms on our sites. Your use of our sites constitutes your binding acceptance of these Terms, including any modifications that we make.

ONAIR is engaged in the business of providing services of electronic distribution, marketing and advertising of prepaid talk time recharge. Onair may add several other services, products and utilities including but not limited to telecom, power, virtual payment, merchant POS, mini ATM, IMT, gaming, ticketing, information technology, gift/redemption coupons, physical distribution and other similar services (hereinafter "Business"). Presently, ONAIR is engaged in setting up a retail network for electronic distribution of mobile prepaid recharge services for various telecom operators/service providers (hereinafter "SPs") in several telecom circles within the country.

B. ONAIR enables such electronic distribution to take place using, web or Internet or SMS based distribution or any other means thought fit and proper by Onair including , Electronic Data Capture (EDO) Terminals of various manufacturers such as Synergistic, VeriFone, Schlumberger, etc. Such terminals installed with proprietary software of Onair are capable of authenticating transaction information based on connectivity to ONAIR' server through telephone connectivity. Above means of electronic distribution used by ONAIR including Equipments/terminals installed with ONAIR proprietary software are hereinafter referred to as "POS/ M.POS".

C. ONAIR desires to appoint a C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to promote, market and distribute ONAIR Services through a RO network to be signed up and managed by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER for and on behalf of ONAIR as per the business and retail strategy & policies of ONAIR and thereby provide the telecom operators/ service providers the facility of electronic distribution of services including distribution of recharge of electronic prepaid talk time & financial transaction. The facility may be provided in the manner as follows:

(i) When a recharge customer comes to an RO serviced by ONAIR, the authorized person(s) of the RO, upon receiving payment from the recharge customer, will select the relevant options on the M.POS/POS and the recharge printout generated by the M.POS/POS will be handed over to the recharge customer. In case of a PIN based recharge the PIN number will be printed on the slip, which can be used by the recharge customer to increase/ recharge the talk time in respect of telecom services or in case of PINLESS recharge, the talk time for the customer's mobile phone will get recharged directly from the relevant telecom operator's switch for the amount of payment made.

D. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER desires to act as a C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER of ONAIR and was identified by ONAIR as a suitable party to provide its services, and the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER has agreed to provide such services as detailed schedule 3 ("Services") on the terms and conditions stated in this agreement and schedule forming part hereof.

E. Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

NOW THEREFORE, in consideration of the recitals set forth above, the parties' mutual obligations hereunder, and other good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 In this Agreement, unless the context otherwise requires, the expressions listed in Schedule 1 shall have the meanings as indicated.

1.2 The Schedules attached hereto constitute a part of this Agreement.

1.3 A. Words denoting the singular number only shall include the plural number and vice versa. The aforesaid shall not effect in any manner the agreed terms as detailed in Schedule

B. Words denoting the masculine gender only shall include the female or neuter gender and vice versa.

1.4 The captions/headings in this Agreement are for convenience only and shall not be used in any way to interpret the provisions of this Agreement.

2. TERM

2.1 The Term of this Agreement shall be renewed automatically, for such extended term on existing terms or if applicable mutually agreeable terms and conditions, following the expiration of the Term, unless either party terminates the agreement as provided in the Termination clause of this agreement.

3. APPOINTMENT

3.1 Scope of Appointment & Exclusivity. ONAIR appoints C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER as its C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to promote, distribute and market for retail sale the ONAIR Services through a network of ROs to be signed up and managed by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER for and on behalf of ONAIR as per ONAIR business and retail strategy & policies. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER accepts this appointment on a non-exclusive basis upon these terms and agrees to any additional terms and conditions contained in attached Schedule(s) to this Agreement. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER further agrees that territories (if any) are defined only for the sake of expansion of overall business of ONAIR' distribution needs. Any such territories / ROs can be changed / increased / decreased at the sole discretion of ONAIR depending upon its business strategy. ONAIR also reserves the rights to establish other distribution network or retail management units in the same territory and assign/ remove products and services of various Services Providers (SPs) for any or all ROs of the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in its absolute discretion. In addition, ONAIR also reserves the right to introduce/ remove any RO in its defined territory.

ONAIR will be free to appoint any other C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER(s) or retailers or C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILERS or promoters directly or through other agencies or corporate, in respect of its services as required in any region / territory whether or not overlapping the region / territory being serviced by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER without any permission from the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER agrees that any such appointment shall not cause or deem to cause any injury or cause of action to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER.

3.2 Competing Services/Products. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER acknowledges that it does not intend to engage in marketing, promotion, sales or support of any services/ products that compete with the ONAIR Services or that would interfere with C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's ability to perform its obligations hereunder. If C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER desires to perform any marketing, sales or support activities for competing services/ products, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER agrees to notify ONAIR in writing prior to engaging in such activities, and ONAIR will thereafter have the option to immediately terminate this Agreement. ONAIR has reviewed C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's current list of retail outlets selling physical coupons of recharge of talk time. This current list of retail outlets will not interfere with C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's ability to perform its obligations under this Agreement.

3.3 Complementary Products. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER understands and agrees that ONAIR may market other products including products complementary to the ONAIR Services without making such other products available to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER.

3.4 ONAIR Sales. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER understands that ONAIR may market/ distribute the ONAIR Services to retail outlets/ merchant establishments, either directly or through its various resale channels or other channel partners, which include but are not limited to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILERS, VARs, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILERS, Telesales, etc. No margin or share of margin will be paid to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER for sales made by such channels or by ONAIR, without the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's involvement in the pre-sales process as specified in this Agreement.

4. DUTIES AND OBLIGATIONS OF C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER

4.1 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER hereby represents and agrees that it will:

4.1.1 Sign up & manage ROs for and on behalf of ONAIR, as per the retail policies communicated to it by ONAIR from time to time.

4.1.2 Provide the services on such terms and conditions as are detailed and agreed upon between the parties in Schedule 3.

4.1.3 Inform the ONAIR of any matter likely to be relevant in relation to the distribution, marketing, retail sale or use of the ONAIR Services in India;

4.1.4 Give ONAIR reasonable notice in writing prior to any change of control of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER;

4.1.5 At all times, keep C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER website (if any) in respect of advertising for the ONAIR Services, free of any prohibited material under any applicable laws including but not limited to material objectionable on grounds of public interest, public morality, public order, public security or national harmony;

4.1.6 Ensure that the ONAIR Services are provided only through such retail outlets/ merchant establishments, who agree and subscribe to such terms and conditions for retail sale and use of M.POS/POS that are prescribed for the same. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be solely responsible for creating such awareness of the terms of use as may be legally required;

4.1.7 Nominate, under intimation to the ONAIR, a representative as its principal contact ("Contact Person") for the ONAIR;

4.1.8 Be responsible to ROs being managed by it in respect of communicating complaints and trouble reports to the ONAIR;

4.1.9 Get an ONAIR merchant/ RO agreement signed by the RO which will specify in details all terms and conditions for supply of ONAIR' services;

4.1.10 Be solely responsible for the distribution/marketing/provision of services or products other than ONAIR Services to retail outlets/ merchant establishments other than ROs providing ONAIR Services, entirely at its own cost and expense;

4.1.11 Procure and/ or source and develop, maintain and upgrade all the necessary hardware and software required for the distribution, marketing, retail and support of retail network in respect of the ONAIR Services in accordance with the manner of deployment as agreed between the parties;

4.1.12 Shall procure, deliver/ supply consumables such as paper, etc to the RO, however the same will be supplied by an ONAIR approved supplier on cost basis to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER.C&F/MASTER/MAIN/SUB-DISTRIBUTOR /RETAILER shall collect the cost of the Consumables from the ROs as per approved rates communicated by ONAIR;

4.1.13 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall render full cooperation to ONAIR and shall make available for inspection ROs trading accounts, training/ maintenance logs and schedules relating to the ONAIR Services from time to time;

4.1.14 Provide and ensure display of ONAIR' signage/advertisement display at prominent places at all such outlets so as to make people aware of this service being available at these outlets/ROs;

4.1.15 Ensure that the ROs are open for business and for the purpose of rendering and performing the services during all business hours permitted by the Shops & Establishments Act or at such other times as ONAIR may lawfully specify;

4.1.16 Continue to provide C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER services, while acknowledging that ONAIR reserves the right to guide/ direct the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to increase/decrease /vary the number and also the quality of the work force as ONAIR may deem fit from time to time.

4.2 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER represents and warrants to ONAIR that:

4.2.1 It is a duly organized entity, validly existing and in good standing under the applicable laws and it has the power and authority to enter into and fully perform the obligations under this Agreement;

4.2.2 It shall comply with all applicable laws, statutes, regulations, orders, directions, standards and notices in respect of this Agreement or governing the marketing, sale and distribution of the ONAIR Services as may be issued by any competent authority which has lawful jurisdiction over the parties or the subject matter of this Agreement, including but not limited to any applicable telecom Guidelines, data protection legislation, safe harbour rules or codes of conduct. Further, it will ensure that all ROs provide the ONAIR Services in full compliance of all applicable laws and regulations and C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Will report any illegal or unauthorized use of the ONAIR Services or M.POS/POS at any RO to ONAIR immediately;

4.2.3 It will obtain sign-up of ROs to provide prepaid talk time services of ONAIR through their outlets while at the same time ensure that any other service of a similar/ competing nature of a competing agency shall not be made available at those ROs once they have been signed up by ONAIR;

4.2.4 It will employ sufficient numbers of qualified, experienced and trained Personnel necessary to ensure that adequate number of staff of ROs being managed by it are fully trained to efficiently handle the M.POS/POS for all its features;

4.2.5 It will ensure collection of monies from all ROs such that at no point in time any RO runs out of available limit on the servers of ONAIR and the RO is unable to transact on the POS/ M.POS;

4.2.6 It will ensure that ROs comply with any and all agreement(s) with ONAIR and if C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER observes any breach of such retail agreement(s) or of any Terms and conditions therein between ONAIR and the ROs, it will immediately Notify ONAIR of the same;

4.2.7 It shall have obtained and will maintain all necessary approvals, permits, waivers, consents, Non Refundable deposits and licenses from the relevant authorities for it to perform all its obligations under this Agreement and further the ONAIR shall provide all necessary information/ documentation in order to assist C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in obtaining requisite approvals, permits and licenses in respect of ONAIR Services as may be required;

4.2.8 It shall not use the ONAIR Services for any improper or unlawful purposes, nor permit others including ROs to do so;

4.2.9 It shall keep ONAIR updated of any change in telephone numbers, contact details and status of all ROs;

4.2.10 It shall comply with any reasonable instructions issued by ONAIR that concern the distribution, marketing, retail sale, support or use of the ONAIR Services;

4.2.11 ONAIR shall not be involved or held responsible for any disputes/ issues between C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER& ROs;

4.3 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER represents and warrants that it shall NOT:

4.3.1 Use or permit the use by ROs of any advertising or promotional materials tending to mislead the public

4.3.2. Describe itself as agent or representative of ONAIR;

4.3.3 Knowingly make any false or misleading representation with regard to the M.POS/POS supplied by ONAIR to the ROs, whether alone or in conjunction or combination with the ONAIR Services;

4.3.4. In any circumstances, create an impression or imply that it is providing any telecom services on behalf of ONAIR. ONAIR is only the underlying provider of the ONAIR Services to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and is not a party to any agreements, undertakings, conditions, warranties made between SP, C&F /MASTER/ MAIN/SUB-DISTRIBUTOR/RETAILER, C&F/MASTER/MAIN/SUB-DISTRIBUTOR /RETAILER's network of retail outlets/ merchant establishments or any persons, and the ONAIR shall not be liable

for any damages, loss of profits, consequential loss or whatever claims against the ONAIR for any reason, whatsoever including without limitation, any claims in respect of equipment/ software/ data used to develop or deploy the ONAIR Services and/or M.POS /POS or in the event C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER fails to fulfil its contractual obligations to its retail outlets / merchant establishments.

4.3.5 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER undertakes not to work for any competitor of ONAIR for a period of six months after termination.

5. TERMS OF PAYMENT

5.1 Trading Balance: C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall provide a C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER- TB in advance to ONAIR for day to day trading by ROs.

5.2 Trading Limit: Against the aforesaid C&F/MASTER/MAIN/SUB-DISTRIBUTOR /RETAILER-TB, ONAIR will extend individual trading limits to ROs (RO-TL), based error the advice from C&F/ MASTER /MAIN/SUB-DISTRIBUTOR/RETAILER, to provide ONAIR services.

5.3 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Trading Balance/ Trading Limit:

5.4.1 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER-TB will keep depleting by the combined amounts of RO-TLs advised by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER as soon as they happen;

5.4.2. RO-TL will keep depleting by the amount of purchases / download of ONAIR services by each RO as soon as it happens;

5.4.3. Every time an RO's RO-TL depletes to a critical level, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall enhance the same by providing additional RO-TL advice to ONAIR, the corresponding RO-TL be enhanced by ONAIR;

5.4.4. At any given time C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER'S advice to ONAIR for any RO trading limit(RO-TL) enhancement shall not exceed C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's available unutilized trading balance (C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER-TL) with ONAIR;

5.4.5. Collection of monies from ROs for RO-TL enhancement and transfer of trading balance will be the responsibility of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER;

5.4.6. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's authorized representatives can send instructions from each RO's premises through the M.POS/POS via proprietary software of ONAIR. As per such instructions from C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's authorized representative, the respective RO's trading balance (RO-TB) with ONAIR will be enhanced by such amount as per instruction received. The parties agree that the procedure / methodology as given in clause 7.4.6 is only an indicative procedure, which may be changed/modified at the sole discretion of ONAIR at any point in time and the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall comply with such modified/ amended procedure.

5.5 ONAIR agrees to pay the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Margins, as detailed in Schedule 2 to this Agreement, as full consideration for its duties, obligations, representations and warranties under this Agreement.

5.6. Notwithstanding, any clause/provision as detailed herein, the terms and conditions regarding payment/ share of margins as provided in Schedule 2 to this Agreement shall prevail over any conflicting terms and conditions stated herein.

5.7 The rent of every device is applicable from the very moment it is being received. Full month's rent shall be deducted no matter on which particular day of the month the device is being received.

5.8 Rent of the device will be charged between 1st to 7th of every month.

6. INTELLECTUAL PROPERTY

6.1 For the term of this Agreement, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER authorizes ONAIR to use C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER trademarks and services marks to identify ONAIR as the owner and supplier ONAIR Services, and ONAIR authorizes C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to use trademarks and service marks of ONAIR to identify C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER as a C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER of ONAIR Services, each on their respective websites and in their marketing material. Under no circumstances, however, should the foregoing be construed as authorizing either party to use the other party's corporate logo or other trademarks without the other party's prior review and written approval in each instance. Except as provided and agreed upon herein, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will have no right to use, and shall not use, the corporate logo, or any other ONAIR trademark, service mark or branding materials of any kind. In any event, unless specifically permitted by the SPs, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will have no right to use, and shall not use, the corporate logo, or any other trademark, service mark or branding materials of any kind of the SPs.

6.2 Either party shall not use the trademarks or adopt any trademarks identical or similar to any of the trademarks of the other party on or in relation to any products or otherwise except as the other party may authorize in writing. Either party shall not use the trademarks of the other party or any of them in any corporate title or trading name nor allow such use in the corporate title or trading name of any corporation, company, partnership, association, business or division which such party may be or becomes affiliated or related through ownership or otherwise. If either party comes to know of any instances of misuse of any of the trademarks of the other party by third parties, it shall forthwith notify the other party and render all reasonable assistance to the other (effected) party in any proceedings that the other (effected) party may take to prevent such misuses.

6.3 During the Term of this Agreement and thereafter, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER recognizes that the ONAIR is the sole owner of all right, title and interest in and to the trademarks and any and all patent, trademark, copyright, trade name, trade dress, trade secrets or other intellectual property rights in and to the services offered by ONAIR, the technology and software related thereto and all advertising and promotional material and customer information related to provision of ONAIR Services, and the goodwill which is or which shall become attached to any of the foregoing

(collectively, the "ONAIR Intellectual Property"). C&F/MASTER/MAIN/ SUB-DISTRIBUTOR/RETAILER hereby acknowledges that it shall have no right, title or interest, whatsoever in the ONAIR Intellectual Property except as expressly provided herein.

6.4 During the Term of this Agreement and thereafter, ONAIR recognizes that the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER is the sole owner of all right, title and interest in and to the trademarks and any and all patent, trademark, copyright, trade name, trade dress, trade secrets or other intellectual property rights in and to the distribution or retail network and consequential services offered by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER, (not including such items detailed as ONAIR Intellectual Property), and all advertising and promotional material and retail outlet/merchant establishment information related to distribution/ retail network of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER, and the goodwill which is or which shall become attached to any of the foregoing, that are not related to the provision of ONAIR Services (collectively, the "C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Intellectual Property"). ONAIR hereby acknowledges that it shall have no right, title or interest in the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Intellectual Property except as expressly provided herein

6.5 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER agrees, warrants and undertakes that it shall take all necessary measures to ensure that ONAIR Intellectual Property, Intellectual Property of the SPs, ONAIR Services and M.POS/POS including the ONAIR Proprietary Software are not infringed, passed off, diluted, reverse-engineered, hacked into, misappropriated, tampered with and/or copied for any other reason by any of its or the RO's directors, officers, employees, agents, consultants, representatives, subsidiaries, associates, servants, except as expressly provided herein.

6.6 Either party agrees that it shall never dispute the ownership of the other party's intellectual property rights and that it shall take all reasonable steps required to assist in protecting it. Either party shall immediately inform the other party in the event it becomes aware of any infringement, passing off, misappropriation or dilution of the other party's intellectual property rights and that it shall provide, all reasonable information and assistance necessary in order to assist the other (effected) party to abate the infringement, passing off, misappropriation, unauthorized copying or use of, or dilution of its intellectual property.

7. LIABILITY, REPRESENTATIONS AND WARRANTIES

7.1 ONAIR expressly disclaims and excludes all representations, warranties of any kind whether, express or implied including without limitation warranties or conditions of title, non-infringement, condition, merchantability, fitness of the ONAIR Services, M.POS/POS and/or the ONAIR Proprietary Software installed therein and other deliverables. The ONAIR and/or the SPs expressly disclaim all warranties that the aforesaid deliverables will meet any third parties' requirements or that the ONAIR Services will be uninterrupted or free of error. ONAIR disclaims and does not assume any liability regarding the use of or any defect in the ONAIR Services.

7.2 The parties agree that ONAIR shall not have any liability whatsoever to any third party/RO/ customer in respect of provision of ONAIR Services.

7.3 ONAIR agrees under no event shall C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER have any liability whatsoever to ONAIR in respect of the interruption of ONAIR Services by the ROs, or the breach of terms by RO of any exclusivity or competing conditions.

8. INDEMNIFICATION

8.1 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall defend, indemnify, and hold harmless ONAIR and its affiliates, officers, agents, representatives and employees from and against all claims, lawsuits, actions, demands, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements, and penalties of every kind arising from or in any way relating to (i) C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER violation of any term or condition of this Agreement; (ii) C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and/or ROs violation or alleged violation of any applicable laws in relation to this Agreement; (iii) C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's performance of its obligations under this Agreement; or (iv) any claim by any C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's RO arising out of interruption/ disruption of ONAIR Services.

8.2. ONAIR shall defend, indemnify, and hold harmless C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and ROs, their affiliates, officers, agents, representatives, employees and customers from and against all claims, lawsuits, actions, demands, liabilities, expenses (including fees and disbursements of counsel), judgments, settlements, and penalties of every kind arising from or in any way relating to (i) ONAIR' violation of any term or condition of this Agreement, (ii) ONAIR' and/or SPs violation or alleged violation of any applicable laws in relation to this Agreement; (iii) ONAIR' performance of its obligations under this Agreement; or (iv) ONAIR' violation or alleged violation of any intellectual property rights related to ONAIR Services and/or M.POS/POS offered herein.

9. CONFIDENTIALITY

9.1 ONAIR acknowledges and agrees that any and all lists (including and not limited to list of ROs/ merchant establishments), and other retailer network information of any kind provided by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to ONAIR, or otherwise obtained by ONAIR in performance of its obligations under this Agreement (whether or not contained in any report), as well as all reports and materials submitted to ONAIR by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Intellectual Property, shall always be C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's Confidential Information under this Agreement and remain the exclusive property of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER

9.2 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER acknowledges and agrees that any and all data, information, services (including and not limited to the ONAIR Services, ONAIR Proprietary Software and any updates or upgrades) and all other information of any kind relating to ONAIR' products or services provided by SP and/or ONAIR, or otherwise obtained by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in performance of its obligations or RO's obligations under this Agreement, and ONAIR Intellectual Property, shall always be ONAIR' Confidential Information under this Agreement and remain the exclusive property of ONAIR.

9.3 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER acknowledges and agrees that any and all lists (including and not limited to list of customers), and other customer information of any kind provided by ONAIR to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER, or otherwise obtained by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in performance of its obligations under this Agreement (whether or not contained in any report), as well as all reports and materials (including CDRs, TAP files, etc.) submitted to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER by ONAIR and ONAIR Intellectual Property, shall always be ONAIR' Confidential Information under this Agreement and remain the exclusive property of ONAIR.

9.4 In order to protect the Confidential Information from improper disclosure, the Parties agree:

9.4.1 That all Confidential Information shall be and remain the exclusive property of the disclosing Party;

9.4.2 To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information in order to perform the services set out in this Agreement, and who have been informed of the protection required for the Confidential Information, provided such persons are legally obligated to maintain the confidentiality of such information. Upon request by either party, the other party will obtain a written "confidentiality and non-disclosure undertaking" from such employees in such form as may be advised by the requesting party from time to time;

9.4.3. To keep such Confidential Information confidential and to take reasonable measures to prevent disclosure (including without limitation to third parties) or unauthorized use of such information;

9.4.4 Not to copy or publish or disclose such Confidential Information to others or authorize anyone else to copy or publish or disclose such Information to any third Party without the prior written approval of the other Party;

9.4.5. To return promptly any and all copies of such Confidential Information to the other Party at its request;

9.4.6. Not to use such Confidential Information for any purposes other than those directly related to the fulfilment of the party's obligations hereunder; and

9.4.7. Not to use any such Confidential Information of the other party for its own benefit, or the benefit of any third party, without the prior written consent of the other Party.

9.5. The Parties will disclose Confidential Information only to their directors, employees, professional advisers and agents who need to know such Confidential Information and who are informed of the confidential nature of such Confidential Information, provided such persons are legally obligated or have a fiduciary obligation to maintain the confidentiality of such information.

9.6. In addition to the above, Confidential Information may be transmitted to Governmental, judicial or regulatory authorities, as may be required by any Governmental, judicial or regulatory authority. The disclosing party shall provide a reasonable notice together with the details to the other party of any such requested information.

9.7 For the purposes of the Agreement, Confidential Information shall not be considered to be confidential if such Confidential Information is:

9.7.1 In or passed into the public domain other than by breach of this Article; or

9.7.2. Known to a receiving Party prior to the disclosure by a disclosing Party; or

9.7.3 Disclosed to a receiving Party without restriction by a third party having the full right to disclose; or

9.7.4 Independently developed by a receiving Party to whom no disclosure of Confidential information relevant to such Confidential Information has been made; or

9.7.5 Authorized by prior written notice by the disclosing Party.

9.8 The obligation of confidentiality and use with respect to Confidential Information disclosed hereunder shall survive any termination of this Agreement for a period of ten (10) years but shall not in any way limit or restrict a disclosing Party's use or disclosure of its own Confidential Information; provided, however, that the obligations of confidentiality herein with respect to the ONAIR Proprietary Software disclosed hereunder shall perpetually survive any termination of this Agreement.

10. TERMINATION OF CONTRACT

10..1 Either party may terminate this Agreement immediately upon written notice to the other party in the event that there is a change in the ownership and/ or control of the other party, provided such change materially affects either the terms and conditions of this Agreement or either parties performance obligations herein;

10..2. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER may terminate this agreement at any time during the validity of this agreement by giving two months prior notice in writing and ONAIR may do so by giving one month's prior written notice to this effect. The notice for termination served by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER under this clause shall be a valid only if the notice is sent in writing addressed to Manager - Commercial, ONAIR Services Pvt. Ltd. and the same is sent by registered post/courier to Company's Corporate Office at 576A/25 Diamond Harbour Road, Kolkata 700034. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER should ensure to keep the proof of dispatch/delivery of the notice, as the case may be.

10.3 A Party (a "Non-Defaulting Party") may terminate this Agreement without liability by notice in writing (the "Termination Notice") to the other Party (a "Defaulting Party") if the Defaulting Party or any of its Affiliates:

(i) Commits a material breach of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy the breach within fifteen (15) days of being specifically required in writing to do so by the Non-Defaulting Party;

(ii) Makes an assignment for the benefit of creditors generally.

(iv) The Defaulting Party is subject to any decision, ruling, judgment, order, law, regulation, decree or other intervention of a regulatory authority or government which prevents or materially affects its continued involvement in its business in relation to this Agreement and which the Parties are unable to mitigate the effects of;

(v) Undergoes liquidation, insolvency, voluntary or involuntary winding up, except winding up in the course of an amalgamation or merger.

10.4 Either of the Parties hereto shall be entitled at its sole discretion to terminate this Agreement forthwith by a notice to the other party if any direction or order from any statutory authority or any change in applicable statutes, rules and regulations or government policies is made which prevents or significantly impairs the implementation of this Agreement or directly or indirectly so restricts the scope and exercise of rights and privileges of either of the Parties hereto so as to render the objectives of this Agreement impossible to achieve;

10.5. Any violation of the terms of Confidentiality by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be construed as a material breach of this Agreement and shall result in immediate termination of this Agreement.

10.6. Notwithstanding the provisions of Clause 2.1, ONAIR may at any time, terminate this Agreement forthwith in case of any breach of any terms of this agreement by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER or otherwise, in its sole discretion.

11. CONSEQUENCES OF TERMINATION OF AGREEMENT

11.1. Any termination of this Agreement shall be without prejudice to any accrued rights and liabilities herein and to any obligations expressed to continue or take effect after termination.

11.2. On termination of this Agreement by either Party for any reason:

(i) All amounts accrued and payable shall become immediately due and payable;

(ii) ONAIR shall not be bound to provide any further ONAIR Services to C&F /MASTER/ MAIN/ SUB-DISTRIBUTOR/RETAILER and/or ROs, and their customers although such obligation may have been accepted prior to such termination of this Agreement;

(iii) C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall forthwith return to the ONAIR such hardware equipment, originals and any copy of any software, books, documents, records, papers and materials of ONAIR and/or SPs in the possession of or control of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and/or ROs that was supplied by ONAIR and/or SP in relation to rendering of ONAIR Services by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and/or by the ROs;

(iv) C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will immediately cease holding itself out as a C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to ONAIR and shall remove all signs, names, insignia, types, telephone directory listings, advertisements and other material, which identifies it as part of the distribution network of ONAIR and shall return to ONAIR all literature and other material relating to the ONAIR Services;

(v) ONAIR shall be free to appoint any other entity as its C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER without any obligation to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER;

(vi) ONAIR shall forthwith return to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER any such hardware equipment, originals and any copy of any software, books, documents, records, papers and materials of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in the possession of or control of ONAIR that was supplied by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in relation to ONAIR Services

(vii) ONAIR shall not be bound to provide any further access/ connection to its network to enable C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to provide ONAIR Services and/ or the ROs to provide ONAIR Services, although such obligation may have been accepted prior to such termination of this Agreement

(viii) C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall ensure that any and all ROs that have received any equipment including M.POS/POS shall immediately return the same in original condition to ONAIR.

11.3. Upon termination of this Agreement for whatever reason, ONAIR shall forthwith, cease to do any or all acts permitted under this Agreement.

11.4 Upon termination of this Agreement for whatever reason, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall forthwith, cease to do any or all acts permitted under this Agreement.

11.5 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall not have or acquire by the execution of this Agreement or by performance hereunder, any vested, proprietary or other right with respect to the ONAIR Services and/or M.POS/POS and/or ONAIR Proprietary Software provided therewith, including, in particular, any right or claim to any trademarks or trade names or business names.

11.6. Neither the termination nor expiration of this Agreement shall release either party from the obligation to pay any monies that may be owing to other party or operate to discharge any liability that had been incurred by either party prior to any such termination or expiration.

11.7. Under no circumstances shall either party be liable to the other for any indirect, special, consequential or punitive damages or for any compensation, reimbursement, lost profits, loss of or damage to data, loss of prospective or anticipated profits (whether or not based upon any expenditure, investment of capital, lease or commitment made by either party), for any reason whatsoever, including without limitation expiration, termination or failure to renew or extend this Agreement.

11.8. Neither the termination nor expiration of this Agreement shall release or discharge either Party from its obligation of confidentiality, which shall survive any termination of this agreement.

11.9 The following clauses shall survive termination or expiration of this agreement, Clause 3(Exclusivity), Clause 7 (Terms of Payment), Clause 8 (Intellectual Property), Clause 9 (Liability, Representations and Warranties), Clause 10 (Indemnification), Clause 11 (Confidentiality), Clause 13 (Consequences of Termination of Agreement), Clause 14 (Relationship of the Parties), Clause 15 "(Notice), Clause 16 (Choice of Law), Clause 17 (Dispute Resolution & Arbitration), Clause 18 (Force Majeure), and Clause 19 (Miscellaneous).

11.10. In case of termination, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER undertakes not to work for any competitor of ONAIR for a period of six months after termination.

11.11. During the notice period, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER has to ensure to maintain the 'quality of service level' at the same level as before the commencement of the notice period in terms of maintaining the average TB transfer by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to his/ her ROs at the minimum average of past 3 months, just prior to the termination notice.

In case the service levels are reduced, the refund of security deposit shall be adjusted by the same proportion as the reduction in service level.

11.10.. No refund of security deposit shall be made in case of failure to compliance of notice period under Para 10..2 regarding the minimum notice period for termination of the agreement and the security deposit shall stand forfeited.

12. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent between ONAIR and C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER or be considered to imply a joint venture or partnership between C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and ONAIR. Neither party shall have any authority to assume or ' create any obligation of any kind, whether express or implied, on behalf of the other party, nor represent to any potential or actual partner or other person that it has any such authority to act on behalf of the other party.

13. NOTICE

Any notice to be served by either party upon the other must be in English language and shall be given in writing and shall be delivered by hand or shall be deemed to have been duly given and received one business day after delivery by facsimile transmission with acknowledgement of transmission receipt or five business days after date of mailing by pre-paid registered express mail at the address of the other Party or to such other address as a Party may designate to the other by written notice. Notice shall be deemed effected on the date when delivered, in the case of delivered by hand, or on the date of delivery as evidenced by the signed return receipt, in the case of delivery by mail.

14. CHOICE OF LAW

14.1 This Agreement shall be governed by and interpreted or construed in accordance with the laws of India, without regard to its principles regarding conflict of laws.

14.2 This Agreement may be translated into any other language and such translation may be initiated, but only this Agreement in the English language shall be deemed the original. If any conflict exists between the original and the translation, the English language version shall prevail.

15. DISPUTE RESOLUTION & ARBITRATION

15.1. Any and all breaches (including without limitation breach of warranty) or claims, disputes, questions or controversies involving the Parties hereto or arising out of or in connection with this Agreement, including its execution, interpretation, validity, performance, breach or termination (collectively, "Disputes"), shall be referred to and finally resolved by binding arbitration in accordance with the provisions of Arbitration and conciliation Act, 1996 by a sole Arbitrator to be appointed by ONAIR through its Chairman & Managing Director at its sole discretion.

The Parties agree to seek to resolve any Dispute arising out of the Agreement in accordance with the following escalation procedures before commencing the arbitration procedures described below.

15.2. The Contact Persons of both parties shall work in good faith to try to resolve and/or cure the Dispute within fifteen days from the date that a party first gives notice that a Dispute has occurred.

15.3. If the Contact Persons fail to reach an agreement on the Dispute within fifteen days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the Dispute within a further thirty-day period. If no resolution is found each Party is entitled to commence the arbitration proceedings described below.

15.4. The arbitration shall be held in Kolkata by one or more arbitrators appointed under the ICADR Rules. The language of the arbitration shall be English. The governing law of the arbitration shall be the Arbitration and Conciliation Act, 1996 as amended. The award of a majority of the arbitrators, including the apportionment of the expenses of the arbitration, shall be final and binding upon the parties, and judgment upon the award rendered may be entered in any court having jurisdiction.

15.5. The Parties hereto expressly understand and agree that the award made by the arbitral tribunal shall be the sole, exclusive, final and binding remedy regarding any and all Disputes presented to the arbitral tribunal. '

15.6. The Parties may bring court action to seek interim protection as per Section 9 of the Arbitration and Conciliation Act, 1996.

15.7. The rights and obligations of the Parties under, or pursuant to, this Agreement, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, i.e. the Arbitration and Conciliation Act, 1996 and the Agreement shall be subject to the exclusive jurisdiction of the courts at Kolkata, India.

16. FORCE MAJEURE

Non-performance of either party's obligations pursuant to the agreement or delay in performing same shall not constitute a breach of the agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, earthquakes, terrorism or sabotage, or any other unforeseeable obstacles that a party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a party pursuant to any of the aforementioned reasons. The party prevented from fulfilling its obligations shall on becoming aware of such event inform the other party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than three (3) months, either party shall have the right to terminate this Agreement with immediate effect by written notice.

17. MISCELLANEOUS

17.1 **Amendments**: This Agreement or any renewal thereof shall not be amended altered or modified except by an instrument in writing expressly referring to this Agreement and signed by authorized person(s) of the parties hereto. It is expressly agreed that such authorized person(s) shall be either be person(s) who are authorized by law or such authority has been agreed and acknowledged between the parties.

17.2. **Assignment**. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall not delegate or assign any of its rights or obligations to any third party without the prior written consent of ONAIR.

17.3 **Acknowledgments**. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER acknowledges that (i) The ONAIR has made no representations as to the possible or expected success of the ONAIR Service and that no representative of the ONAIR is authorized to make any such representations on behalf of the ONAIR; and (ii) it has not relied upon any representation made by the ONAIR, except for those representations, if any, expressly set forth herein in writing.

17.4. **Authority**. Neither Party shall have, nor represent itself as' having, any authority whatsoever to enter into any contracts in the name of the other Party or to otherwise bind the other Party in any manner.

17.5 **Independent Contractor**. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER is an independent contractor, and not an agent of ONAIR. As such, the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER acknowledges and agrees that it is not authorized to waive any right or to incur, assume or create any debt, obligation or contract of any kind in the name of, or on behalf of ONAIR. Nothing herein shall be construed to create between the parties any partnership, joint venture, employment relationship, franchise, or agency. As an independent contractor, the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER acknowledges that it is solely responsible for any expenses it may incur in the performance of its obligations hereunder and for complying with applicable laws, related to its own business operations.

17.6 **Severability**. If any term, provision, covenant, or condition of this Agreement is held by_a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change to the Agreement. In such a case, the parties will negotiate in good faith for replacement language. If unsuccessful in this, either party may terminate the Agreement

17.7. **Waiver**. The waiver by either party of a breach or default of any of the terms and conditions of this Agreement by the other party shall not affect limit or preclude such party's right thereafter to enforce or compel strict performance of every term and condition hereof nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party. Furthermore, no waiver of the terms of this Agreement or failure by either party to this Agreement to exercise any option, right, or privilege on any occasion or through the course of dealing shall be construed to be a waiver of any subsequent breach or of any option, right or privilege on any subsequent occasion.

17.8 Entire Agreement. This Agreement together with its Articles and attachments, including Schedules, represents the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings, communications, discussions, offers, negotiations, representations, memoranda and agreements, either oral or written. This Agreement may not be modified or amended except by written agreement signed by each of the parties. However, notwithstanding the aforesaid clauses in this agreement may need to be changed in accordance with such conditions that an SP may specify. ONAIR is authorized to change or add or delete any such clauses without the permission of the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER as long as it is solely dependent on the conditions imposed by an SP.

17.9 Taxes and applicable duties. Each party will be responsible for its own taxes, duties and levies as applicable as a result of this Agreement or under this Agreement from time to time. Service tax on the talk time that will be paid by ONAIR to the SP for depositing with the respective authorities will be informed by ONAIR to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and to such extent C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will not be required to pay the same directly.

17.10. Expenses & Legal Costs. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and ONAIR shall bear their own expenses and legal fees incurred on their behalf with respect to this Agreement and the transactions contemplated hereby.

17.11 Execution. This Agreement may be entered into in two original copies and by the parties to it, each of which when so executed and delivered by both parties shall be deemed an original.

SCHEDULE 1: DEFINITION OF TERMS

1. "Affiliate" shall mean in the case of either party (i) any direct or indirect Subsidiary of either party, (ii) any Holding Company of either party, and (iii) any legal entity which is controlled through ownership and/or management by either party or any of its Holding/ Subsidiary companies.

2. "Confidential Information" shall mean all proprietary or confidential information and/ or data, subscription lists, technical and business information and other proprietary and confidential information in written, graphic, oral, or other tangible or intangible forms developed, licensed to and/ or owned by any of the Parties to this Agreement and provided to the other Party in writing or orally and also which because of legends or other markings, the circumstances of disclosure or the nature of the information itself, is deemed to be proprietary and confidential. All personally identifiable data regarding customers of SP, details of SP and all Software provided by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be deemed Confidential Information without the need to identify such item as confidential or proprietary.

3. "Effective Date" shall mean the date of execution of this Agreement.

4. "Electronic Distribution" shall mean the distribution of products & services without involving physical transfer of product/ services using an electronic device like TE, PC and Mobile Handsets, etc., where these transfers take place through telecom media, including Internet/ Intranet.

5. "Holding Company" shall mean a company of which another company is a Subsidiary
6. "ONAIR" shall mean ONAIR
7. "ONAIR Proprietary Software" is the proprietary software owned by or licensed to ONAIR, that when installed on the M.POS/POS enables it to be connected to ONAIR servers in order to provide the ONAIR Services.
8. "ONAIR Services" shall mean to include all such services presently offered and future services to be offered by ONAIR to SPs as a facilitator enabling the electronic distribution, marketing, retailing, support, advertising, etc of various services offered by SP to its customers/ subscribers. ONAIR Services include the electronic recharge of prepaid talk time into this Agreement with ONAIR for enabling the Electronic Distribution of ONAIR Services.
9. "C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER" shall mean Retail Outlet Management Unit, the legal
10. "C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Margin" shall be such percentage of the utilized RO-TB (for its respective ROs) that may be communicated to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in accordance with the terms of this Agreement as the consideration for providing C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER services.
11. "C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER services" shall mean any and all services that this Agreement requires the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to provide/perform whether or not specifically referred to as C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER services, and includes such specific services as detailed in Schedule 3.
- 12.. "C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER-TB" shall mean the 'C&F/MASTER/ MAIN/ SUB-DISTRIBUTOR/RETAILER Trading Balance', which is the amount to be deposited by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in advance to ONAIR for the purpose of day-to-day trade, against which the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will advise ONAIR to transfer individual trading limits to ROs.
13. "C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER-TL" shall mean the 'C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Trading Limit', which is the un-utilized trading balance of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER at any given time with ONAIR.
14. "RO" shall mean such 'Retail Outlet' or merchant establishment, which has been identified by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and is willing or has entered into an arrangement with ONAIR to retail ONAIR Services.
15. "RO-TB" shall mean the 'Retail Outlet Trading Balance', which is the amount through which RO will do transactions with ONAIR,
16. "RO-TL" shall mean the 'Retail Outlet Trading Limit', which is the un-utilized trading balance of the RO available with ONAIR at any given time for day-to-day trade.
17. "SP" shall mean 'Service Providers', which are providers of consumer services, such as telecom operators, etc. with whom ONAIR has entered into agreement to distribute, market, retail, provide support, etc. of their services.

18. "Subsidiary" shall mean, in relation to a Holding Company, any other undertaking in which the Holding Company directly or indirectly holds or controls a majority of the voting rights exercisable at general meetings on all, or substantially all, matters or has the right to appoint or remove a majority of its directors.

19. "TE" shall mean include Internet or web or SMS based facility or any other means though fit and proper by ONAIR and it shall also include 'Terminal Equipment', which is the ONAIR owned electronic terminal having ONAIR Proprietary Software installed therein, to be provided to ROs on security deposit & rental basis to enable them to retail ONAIR Services.

SCHEDULE 2: TERMS OF PAYMENT

1. Security Deposit

C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall provide an interest bearing security deposit to ONAIR, at such rates and on interest terms communicated to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER by ONAIR from time to time through specific notifications, for the duration of this Agreement, as its commitment to enter into this business with ONAIR and as security for provision of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER services in the manner as agreed. This is subject to change as announced by ONAIR from time to time.

2 C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Margin

In consideration of the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER fulfilling its obligations herein ONAIR will pay the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Margins at such rates and on Payments Terms as communicated to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER by ONAIR from time to time through specific notifications. The following is an indicative guideline:

2.1 The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER Margin will be based on the transactions done by ROs being managed by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER for respective SP and Denominations.

2.2 ONAIR will be making margin payments to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER on a monthly basis based upon clause

3. Adjustment

All amounts, damages, interest, penalties etc. as may be due and recoverable by ONAIR from the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER under and in terms of this Agreement may be set off by ONAIR against any amounts due from ONAIR to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER under and in terms of this Agreement. In the event, such amounts fall short the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall on a notice being served by ONAIR in this regard pay the said amounts to ONAIR within a period of 7 days, and along with interest at the rate of 18% per annum beyond the mentioned period of 7 days, ONAIR reserves the right to recover such amounts, in addition to the aforesaid, in such manner as are provided in law. All such deductions/adjustments/ demands shall be intimated by ONAIR to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER in writing ONAIR shall be entitled to

monitor, supervise and advise with respect to any/all matters connected with the works undertaken by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER hereunder, directly or indirectly, including through its employees etc. at any stage of work or any part thereof undertaken/being carried out by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER. Such supervision, advice etc. shall not absolve the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER of any of its duties, liabilities, and obligations hereunder

4. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER can check the details of sale made by each RO on a web interface to be provided by ONAIR with specific login and password. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will not divulge such password or any information from such web interface to any other agency or SP, unless required by law. Further, such specific login, password and any information available from such web interface shall be deemed to be the Confidential Information of ONAIR.

SCHEDULE-3

A. SERVICES to be provided by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER

1. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall approach, discuss, negotiate, develop and procure prospective ROs for and on behalf of ONAIR for the business of electronic distribution.

2. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall maintain and operate its office in an efficient manner equipped in every respect and to the satisfaction of ONAIR, including but not limited to:

i) Install two (2) dedicated telephone line

ii) Install one (1) facsimile machine;

iii) Install one PC with Internet connectivity and printer for exclusive use for the services.

3. Deal with all RO enquiries and request for assistance.

4. Completion of all formalities in respect of services, including; A) Checking RO's credit worthiness;

B) Ensuring, verifying and obtaining complete and proper documentary compliance by the RO including properly completed RO Agreement Form/s, RO Application Form/s and shall deposit the same with ONAIR.

C) The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall collect all applicable payments (initial payments) from the ROs by way of demand drafts/ pay orders or as - agreed by ONAIR, inter-alia all Non Refundable deposit and other applicable charges, security deposit, advance monthly rental for initial month, and initial advance air time charges, if any, etc. at the time of and together with the Application Form in the name of ONAIR only.

D) Ensuring prompt and timely delivery and installation of the M.POS/POS at the RO and obtain acknowledgement from the RO.

5. Provide demonstration and guidance on usage of TE/ PCs/ mobile handsets for different ONAIR services.
6. Provide demonstration and guidance to ROs on any/all value added services and/ or products as and when introduced by ONAIR.
7. Provide assistance to ROs on M.POS/POS servicing.
8. Acceptance of ROs requests to provide invoice request and provide clarifications on invoice enquiries.
9. Provide ROs with information and advice on new products, services, schemes and promotions.
10. Carry out all promotions as advised by ONAIR from time to time.
11. Such other services at ONAIR may advise the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER or amendments to the above services as ONAIR believes are necessary for the effective operation of its services.
- 12.. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will obtain ONAIR RO agreement sign up from ROs to provide electronic distribution services of ONAIR through their outlets while at the same time ensure that any other service of a similar nature of a competing agency/ company/ entity shall not be made available at those outlets once the RO has been signed up by ONAIR.
13. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will procure ONAIR' signage from ONAIR and ensure display of ONAIR' signages at prominent places at all such outlets so as to make people aware of this service being available at these outlets.
14. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will ensure collection of monies from all ROs such that at no point in time any RO runs out of available RO-TL on the servers of ONAIR and the RO is unable to provide ONAIR services.
15. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will ensure that ROs comply with their agreement with ONAIR and if C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER observes any breach of the Agreement between ONAIR and the ROs, it will immediately notify ONAIR of the same and follow ONAIR' decision on the breach.
16. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER will ensure that all ROs provide the services of ONAIR in full compliance of the applicable laws and will report any illegal or illicit use of the services at any RO.
17. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall keep ONAIR updated of any change in telephone numbers, contact details and status of all ROs.

ADDITION/SUPPLEMENT TO CLAUSE 4:

18. PLANNING

- **Plan monthly business in area to meet company objectives.**
- **Provide inputs to increase company business potentials.**
- **Maintain market leadership at all counters.**

19. PROCESSING

- Processing of RO application forms**
- Maintaining sufficient C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER-TL**
- To assist in account maintenance and reconciliation of retailers.**

20. MARKET DEVELOPMENT

- Retail Induction as per location potential requirements**
- Open ROs as per company requirement**
- Conduct localized promotional activity to enhance prospect generations.**
- To provide infrastructure/manpower support for retail promotion in the area.**

21. OPERATIONS

- Maintaining auditable accounting records of all transactions processed.**
- Maintaining auditable accounting records of all transactions as per ONAIR' guidelines.**

22. MIS-REPORTING

- Develop and maintain loyalty and relation ONAIR while performing various activities as recommended.**
- Allocate resources for retail market development. RO retention as per company plan.**
- Regular tracking of market share in the territory. Tracking of share at RO level. Y/Numbers as per given format.**

B. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER RESPONSIBILITIES/ OBLIGATIONS IN RELATION TO ONAIR AS

ADDITION/SUPPLEMENT TO CLAUSE 4:

- 1. It shall be the prime responsibility of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/ RETAILER to get, check, verify the complete information of the existing/prospective ROs and obtain all documents such as RO Application Form, RO Agreement Form, PAN No., Residential/Office Proof, Photo Identity Cards etc. or any other document/proof required by ONAIR whether in its discretion or as per the requirement by the authorities.**
- 2. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall forward the complete set of document to ONAIR at its specified office. In case, at any point of time, if any document is not forwarded to ONAIR for any reason whatsoever, it shall be the responsibility of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER to obtain and forward the same to ONAIR whenever it is asked for.**
- 3. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall carry out all its obligation hereunder at its own cost and expenses including but not limited to usage of his/its own space and personnel etc. and no reimbursement, whatsoever, shall be made by ONAIR to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER on any account, whatsoever.**
- 4. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be fully responsible for the employment and payment of wages, etc. to its employees, etc. and shall fully comply with all laws, rules, regulations, notifications, directions, order, etc. of the Government whether central, state, local or municipal relating to such employment, payment of wages etc. and all other matters connected.**
- 5. Ensure all payments collected for and on behalf of ONAIR and due to ONAIR under this Agreement are tendered in a timely manner, i.e. within 24 hours or in such other manner as ONAIR may agree.**
- 6. Comply with all of ONAIR' requirements in respect of invoicing and accounts.**
- 7. Maintain ONAIR' brand image and comply with all direction and guidelines issued in respect of the brand and not do anything to tarnish, spoil or reduce the value of the same;**
- 8. Provide reports on ROs, customers, expenses, services, purchase, inventory, compliance bill collection and any other relevant details in the format and as required by ONAIR.**
- 9. Make payments to ONAIR for C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER-TB and any amounts due under this Agreement by way of Bank Transfer/ Banker's Draft or in such other manner as ONAIR may agree.**
- 10. In the event of any loss/ misplacement etc. of any/all cheques/draft collected by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER for and on behalf of ONAIR, the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall intimate the details thereof to ONAIR within three hours of his discovering of the lost/misplaced cheques/drafts. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be responsible to ensure collection of amounts covered by such loss/ misplaced cheques/draft within a period of 7 days commencing from the time of such loss/ misplacement, failing which the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be responsible to ONAIR for loss of**

interest as also consequential losses for non-collection of the amount covered by such/part of such cheques/drafts.

11. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER RESPONSIBILITIES AND OBLIGATIONS IN RELATION TO RO(s) AS

1. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall disclose in detail verification, activation process and all existing Investment Plans including the Standard Investment Plan, which is communicated by ONAIR, to the prospective RO together with correct financial comparison of each plan, so that a prospective RO is fully informed about the options available to him.

2. While verification of all candidate ROs will be the responsibility of the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER, However final approval for signup of that RO shall be at the sole description of ONAIR.

3. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall not collect any deposit from ROs over and above the specified investment plans devised & communicated by ONAIR from time to time. All such deposits will be obtained from the ROs by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER for and on behalf of ONAIR and shall be delivered to ONAIR soon upon their receipt. Against this deposit, ONAIR will provide its electronic terminal unit (Terminal Equipment or TE) to the ROs.

4. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be responsible to obtain all documents from the RO as specified by ONAIR and forward the same to ONAIR. In the event ONAIR desires, at any stage in its sole discretion, any other/further information from the prospective ROs, the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall procure such information and forward the same to the ONAIR. Further, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER has clearly understood and agreed that the RO Application/ form and the information contained therein shall not be returned by ONAIR to the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER and/or to the prospective RO whether ONAIR accepts the offer of the Prospective RO or rejects it, and that the same shall become the property of ONAIR and that ONAIR shall be entitled to use the information in any manner for various analysis and other purposes.

5. Such schemes in relation to RO that may be announced from time to time by ONAIR and will need to be followed by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER.

6. The C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall ensure that no incorrect or irrelevant or unwarranted information regarding usage / services of the TE(s), etc. is provided/gets passed on by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR / RETAILER to the RO.

7. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall be responsible to inform any prospective ROs in advance before receipt of the Application/ Form, of the fact that ONAIR may use the said information for the said purposes as stipulated herein.

8. The purchase and delivery of consumables such as thermal paper rolls etc to the RO will be responsibility of the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER. However the same will be supplied by an ONAIR approved supplier on cost basis to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER shall collect the cost of the consumables from the ROs as per approved rates communicated by ONAIR.

SCHEDULE 4

1. Security Deposit & Non Refundable deposit

a) The Category of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER appointed:

Main C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/ Mini C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/ Micro

C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER /Super RO

(Strike out whichever is not applicable)

b) Amount of Security Deposit (refundable) paid by

C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO –

Rs..... (Rupees.....)

c) One time Non Refundable deposit paid by C&F/MASTER/MAIN/SUB-DISTRIBUTOR / RETAILER/Super RO-

Rs..... (Rupees)

d) Payment of interest on security deposit shall be made in accordance with the Schemes and rates as announced by the Company from time to time which shall be payable once a year after the end of each financial year. However, no interest on security deposit shall be payable in case C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO resigns within six months from the date of joining.

2. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO agrees to maintain minimum TB balance equivalent to two days' sale on every day by 12 pm. In case of repeated failure to meet this condition, Company shall have discretion to suspend C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's/Super RO's business.

3. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO shall not be eligible to start business operations till the entire investment committed by him/her is deposited with the Company including for purchase of the stocks, in spite of the fact that C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO has been allotted C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO Code.

4. Availment of Credit

At the request from C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO, Company may consider giving credit facility to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO whether regular or for temporary period on such terms and condition and security (against Security Deposit lying with the Company and/or against cheques or otherwise) as agreed between the parties from time to time. C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO commits to repay the amount of credit availed by either by depositing the full amount of the credit in the Company's bank account or transfer of the funds through net banking and to ensure that the funds so deposited are credited in Company's bank account on the next banking day, following the day on which credit was availed, unless agreed otherwise. The granting of credit facility shall be at the sole discretion of the company and C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO shall in no way be entitled to demand for the grant of credit facility irrespective of any reasons /circumstances whatsoever.

In case of default and/ or delay in repayment of the credit facility availed, interest shall be levied @ 2% per month on the unpaid amount of the credit for the period of credit remaining outstanding. Further, in case of failure or non-repayment of the credit by the C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO within 7 days from the date of availing credit, Company shall be entitled to take actions necessary for the recovery of the credit amount together with interest thereon by any means including forfeiture of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER's/Super RO security deposit to that extent and/or to take legal action by filing suit in the court of law for recovery of the balance amount together with other cost thereon.

In case of a resignation by C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO or serving the notice for termination of the agreement, C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO shall repay all the outstanding credits availed from the Company within 3 banking days from the date serving of such notice as C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO shall not be eligible to request for adjusting the outstanding credit from his/ her security deposit lying with the Company; and final settlement of his/ her account shall remain at abeyance till the outstanding credits are repaid fully along with interest due thereon .

5. No payment of commission, incentive and/or full and final settlement shall be made by the Company to C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO unless C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO complete all the formalities relating to the appointment and all the documents required for creation of C&F/MASTER/MAIN/SUB-DISTRIBUTOR/RETAILER/Super RO viz. PAN card, Address Proof and duly executed agreement are furnished to the Company.