**APPOINTMENT OF AGENT INSTITUTION AGREEMENT**

AGREEMENT FOR APPOINTMENT OF AGENT INSTITUTES FOR PARTICIPATION IN BHARAT BILL PAYMENT SYSTEM (BBPS) BETWEEN BBPOU AND AGENT INSTITUTION.

This Agreement (“Agreement”) is made and entered on this \_\_\_ day of \_\_\_\_\_\_\_\_,20\_\_(“Effective Date”) at Mumbai,

Between

**AVENUES INDIA PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 and having its registered office at Plaza Asiad, Level II, Station Road, Santacruz West Mumbai 400054 India and having received authorisation from Reserve Bank of India under Payment and Settlement Systems Act 2007 to function as Bharat Bill Payment Operating Unit (hereinafter referred to as (BBPOU) which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the Second Part;

And

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Company incorporated under the Companies Act, 1956 and a having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. India (hereinafter referred to as the “Agent Institution”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) of the Third Part;

BBPOU and Agent Institution shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

Whereas

Reserve Bank of India (RBI) has mandated implementation of Bharat Bill Payment System (BBPS) as an integrated bill payment system in the country which offers interoperable and accessible bill payment services with a single brand image through a network of agents as well as digital and online channels, enabling multiple payment modes and providing convenience of ‘anytime anywhere’ bill payment facility to customers and general public;

Whereas

NPCI has been required by Reserve Bank of India to operate the Bharat Bill Payment System as BBPCU and to set necessary operational, technical and business standards for the entire BBPS and its participants and also undertake clearing and settlement operations relating to transactions pertaining to different BBPOUs involved in bill payment transactions;

Whereas

Bharat Bill Payment Operating Units (BBPOUs) are entities authorised by RBI to function as operational units under BBPS to function in adherence to the Procedural Guidelines, Standards ,circulars and notifications set by BBPCU;

Whereas

BBPOUs is authorised to handle both ON-US bills, that is bills in respect of which the relative biller and payment collecting agent or outlet or channel belong to the same BBPOU, and OFF-US bills, that is bills where the relative biller and payment collecting agent or outlet or channel belong to separate BBPOUs;

Whereas

Clearing and settlement of OFF-US transactions pertaining to bill payments involving more than one BBPOU will be carried out by BBPCU in the settlement accounts of BBPOU with RBI;

Whereas

BBPOU has appointed ICICI Bank as its Sponsor bank to facilitate settlement of their OFF-US transactions in the books of RBI through the Sponsor bank;

Whereas

**AVENUES INDIA PRIVATE LIMITED**, being competent in all respect to become a BBPOU Member of BBPS and to participate in related activities, and having been authorised as such by RBI has been admitted by BBPCU to BBPS as a direct member in accordance with extant rules and procedures.

Whereas

This Agreement is governed by Procedural Guidelines for BBPS issued by BBPCU and all other rules and procedures as applicable and in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time by BBPCU or Reserve Bank of India. Both the Parties shall adhere to the Procedural Guidelines and standards set by BBPCU as amended from time to time to provide services under BBPS.

Whereas

The Agent Institution is being competent in all respect to become an Agent Institution. The Agent Institution has entered into agreements with various Agents as defined in Procedural guidelines under which Agent institutions may further on-board agents and/ or set up customer service points in various regions and locations. These appointed Agents will be the customer touch points and service points which will be available in the form of branch offices, collection centres and outlets. Agents will accept bill payments through various modes. Agents may be on-boarded either directly by BBPOU or by Agent Institutions to offer BBPS services. Agents on-boarded by Agent Institutions are also referred to as Sub-agents.

**PURPOSE**

The main purpose of this agreement is to broadly stipulate the roles and responsibilities of the BBPOU and the Agent Institution for carrying out bill payment transactions of the customers, appointment of Agents, regulating and complying with requirements and obligations of BBPS operated by NPCI. The Agent Institution has represented that Agent Institution is competent in all respects to become an Agent Institution under BBPOU. The Agent Institution shall adhere to the Procedural Guidelines. All the terms defined in not defined in this agreement shall bear the meaning as ascribed in the Procedural guidelines and standards set by BBPCU as amended from time to time to provide services under BBPS.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Upon the execution of this Agreement, The Agent Institute shall provide to the BBPOU the names of the Agents that it has contracted with for provision of the BBPS Services. In the event of any change or modification in this list, The Agent Institution shall, on a best efforts basis, notify BBPOU within 5 Business days of that change or modification.

2. This Agreement consists of this cover part and the following parts:

 Part I— Definitions and Project Implementation Services

 Part II – Roles, Obligations Warranties and Settlement of BBPOU and Agent Institution

 Part III - General Terms and Conditions and

 Part IV - Fee Schedule

 Part V- List of Links and documents regarding Guidelines to operate as Agent Institution.

**IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands effective as of the day and year first hereinabove written.**

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| For and on behalf of **BBPOU**: **Avenues India Private Limited****Authorised Signatory**Name: Title:  |  | For and on behalf of **Agent Institution :****Authorised Signatory** Name: Title:  |

Part II:

1. **DEFINITION**
2. **“Agent”**  shall mean the authorised Agents appointed by Agent institution in accordance with the Procedural guidelines as issued by BBPS and BBPCU from time to time.
3. “**Agreemen**t” shall mean and include this agreement, all its schedules, amendments thereto made from time to time and all related documents in connection with the transactions contemplated herein.
4. **Biller**” shall mean entity who receives payments from Customer (who is such Biller’s consumer) and are on-boarded for the BBPS service by BBPOU under this present. The category of billers participating in BBPS service will be specified by BBPOU from time to time
5. **“Business day”**: shall mean any day except a. Sunday b. Public Holiday and c. the days on which the Banks in India are not operating.
6. **“Chargebacks”** shall mean reversal of any online transaction made by Agent Institution or its appointed Agent upon the instructions of Customer of biller on account of (i) any alleged forgery of his card or other details (ii) any charge/debit made on a Card that has been listed as a hot listed card or otherwise listed on the Card Association warning bulletins (iii) duplicate processing of the transaction; (iv) any amount required to be refunded due to, denial of transaction by the subscriber/ valid Card holder as wrongly charged payment/ extra payments and/or due to the fraudulent use/misuse of the personal and financial information of the Service Provider’s Subscriber by any unauthorized person and/or any other reason as required/approved by the concerned banks, as the case may be. Card transactions include credit card, debit card, and ATM cards and any other cards approved for payment using the BBPS services.
7. **“Confidential Information**” includes any and all business, technical and financial information of BBPOU or Agent in any of their Affiliates that is related to any of the arrangements contemplated in this Agreement or otherwise and disclosed by one Party to another Party. Confidential Information shall mean and include, any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, including, but not limited to, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.
8. **“Customer** ” shall mean a customer willing to pay Bill amount through Agent Institution or Agent by availing BBPS services.
9. **“Daily Settlement Report”** means a daily report prepared and maintained by both Agent institution and BBPOU in electronic form setting forth the following information relating to each online Transaction processed by the Agent Institution / Agent: transaction amount, date and time of transaction, transaction serial number, Service Provider identification and response code.
10. **“Transaction**” shall means bill payment transaction by a Customer processed through BBPS service as envisaged in this present. Transaction may be ON-US transaction or OFF-US transaction
11. **“Transaction amount**”: means the amount intimated by the Agent Institution to BBPOU at the time of every transaction processed through the Agent intuition. Based on the transaction amount intimated BBPOU will deduct the transaction amount from the balance amount in account of the Agent Institution held with BBPOU. The Transaction amount is exclusive of any commission due receivable by Agent Institution.
12. **PROJECT IMPLEMENTATION SERVICES**
13. E- communications: The Parties shall maintain an online interface by a leased line or any other feasible connectivity between the systems of the Parties (“Connectivity”). Agent Institution shall be responsible for securing and maintaining all necessary e-communications lines for successful connectivity between Agent Institution and Agent and BBPOU.
14. Project Management: Agent Institution shall appoint a dedicated account manager whose responsibility will be to coordinate all activities related to this Agreement and who shall be the dedicated point of contact for all the issues related to the services described herein.

**PART III**

**ROLES, OBLIGATIONS, WARRANTIES AND SETTLEMENT OF BBPOU AND AGENT INSTITUTION:**

1. **ROLES AND OBLIGATIONS**
2. **ROLES AND OBLIGATIONS OF THE BBPOU :**
3. BBPOU shall obtain and always hold and possess authorisation from RBI for operating as BBPOU under BBPS.
4. BBPOU shall comply with all requirements set by BBPCU existing and future with regard to and in connection with the appointment and continuance as BBPOU under the RBI authorisation.
5. BBPOU shall abide by, comply with and be bound by the Procedural Guidelines for BBPS issued by BBPCU and all other rules and procedures as applicable and in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time by BBPCU or Reserve Bank of India.
6. BBPOU shall comply with and faithfully implement in letter and spirit all Standards – Technical, Business and Operational – set by the BBPCU at all points of time.
7. **ROLES AND OBLIGATIONS OF AGENT INSTITUTION AND OR AGENTS:**
8. Agent Institution and or Agents on-boarded by BBPOUs and Agents appointed by Agent Institutions shall have the following **Roles and obligations**:
	1. Agent Institution by appointing Agents shall provide the customer touch points where payment of bills issued by any biller who is a participant in the BBPS will be accepted.
	2. Agent Institution will facilitate BBPS registration by customers who opt to do so and also assist the registered customers to map billers to their registered id, as desired by the customer.
	3. Agent Institution shall ensure the availability of the required hardware, software, system, printers, scanners and other devices, connectivity, etc. as required to carry out business of bill payments under BBPS. Nikhil to confirm with npci if sms is suffuicient
	4. Agent Institution shall ensure that the Agent outlets shall make available a number of modes for making payment of bills.
	5. All procedural guidelines and standards of BBPS shall be adhered to.
	6. Customer should be made aware about extra service charges / fees, if any, which customer may have to pay for bill payments. Such charges shall not exceed the maximum amount prescribed by BBPCU or BBPOU. Information about the charges, if any, payable by the customer shall be prominently displayed in the premises/website/location.
	7. Customer should be made aware about actual realization/ settlement cycle for the bills to be paid.
	8. The customer shall be given an instant confirmation of bill payments in accordance with the standards and procedural guidelines of BBPS.
	9. A BBPS logo or trademark will be prominently displayed at the collection points as per the guidelines laid down by BBPCU to identify agent’s outlet as BBPS enabled Service Point.
	10. All-important terms and conditions shall be displayed in clear and simple language (preferably in English, Hindi and the local language) comprehensible to the customers of various billers/users of the services offered by the agent. These disclosures will include:
		1. BBPS Procedural Guidelines
		2. All charges and fees associated with the use of bill payment facility, and
		3. The customer service telephone numbers and website URL
		4. Details regarding complaints and grievance redressal mechanism and modalities including telephone numbers and website address.
9. The Agent Institution shall adhere to the guidelines specified by BBPS from time to time. The Legal technical specifications mentioned in these guidelines shall be strictly followed by the Agent Institution. The Link and documents details regarding guidelines for Agent Institutions are listed in Part V here to. The Agent Institution shall keep itself updated with the prevailing guidelines set and revised by BBPS. Charges or Penalty arising due to failure on part of the Agent Institution to comply with the said guidelines shall be the sole liability of the Agent Institution.
10. It shall be ensured that confidentiality and privacy standards are complied with diligently. Non-compliance by Agent Institution and Agents will invite stiff penalties. Customers’ data collected in the course of bill payment or customer registration will not be used for other purposes without the consent of the customer or outside the framework prescribed by its BBPOU. Suitable “opt-out” option will be provided to customers in all such cases.
11. It will be Agent Institutions’ and Agents’ responsibility to verify the accuracy of the data captured from the customer to ensure correct application of the payment.
12. Agent Institutions will ensure that the Agents sensitively handle the customer in case of any dispute and grievance/s.
13. If a customer wishes to lodge a complaint against any biller or about bill payment made by him anywhere in the BBPS, he may do so at any Agent/ BBPS outlet. The customer shall not be levied any charges for lodging a complaint in the BBPS. Heavy penalties may be levied on Agent Institutions/Agents who deviate from the operating guidelines.
14. Agent Institution and Agents may be terminated by BBPOU at the instance of BBPCU if customer dispute percentage exceeds certain defined threshold limit as fixed by BBPCU from time to time. Terminated Agent Institutions and Agents cannot become agent of any other BBPOU till BBPCU is satisfied with corrective actions put in place by the Agent Institution and Agent.
15. Agent Institution and Agents shall comply with all requirements set by BBPCU existing and future with regard to and in connection with the appointment and continuance as Agent Institution and or Agent under the BBPS authorisation.
16. Agent Institution and Agents shall comply with the system specifications and message formats as specified by BBPOU and upgrade systems and message formats based on regulatory requirements and/ or changes mandated by BBPOU in this regard from time to time.
17. Agent Institution shall on-board Agent as per defined Procedural Guidelines for BBPS, standards/ rules for BBPS after carrying out due diligence and ensure their compliance to all BBPS standards and guidelines issued from time to time.
18. Agent Institution shall ensure safety and security of transactions, verification of biller information, and adherence to transaction flow standards / rules set by the BBPCU from time to time.
19. In the event there is an error in the Agent Institution’s connection with BBPOU/ or the BBPOU is unable to process the transactions for any other reason whatsoever, then the Agent Institution shall promptly notify BBPOU of the same.
20. Agent Institution will inform BBPOU immediately of any inquiry, question or issue raised by any authority including but not limited to any statutory authority or official regarding and relating to Agent Institution, as well as expeditiously notify BBPOU of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority.
21. Agent Institution shall maintain and preserve such information, records, books and documents pertaining to their own and their Agent’s activities for such period as may be specified by the BBPOU from time to time and which shall be available for inspection and audit, as and when required either by BBPOU or BBPCU or Reserve Bank of India or other competent authorities. Further, Agent Institution shall submit periodic reports, statements, certificates and such other documents as may be required by the BBPCU and BBPOU.
22. BBPCU and/or RBI / BBPOU shall be entitled to conduct audits on the Agent Institution and Agents whether by its internal or external auditors or by agents appointed to act on its behalf and Agent Institution shall comply with such audit requirement as may be framed for the purpose of such audit.
23. Agent Institution shall ensure that the Agent Institution and Agent shall not compromise the integrity of BBPS network or BBPCU’s and BBPOU’s systems or equipment and Agent Institution shall be solely responsible for ensuring that its Infrastructure and Machinery and Software required for the provisioning of the BBPS and any other device integrated/connected with the BBPOU network shall be, at all times, free from all malware, viruses, black boxes, trapdoors etc. and Agent Institution shall ensure that BBPCU’s network infrastructure is not made subject of any such subversive activity due to the provisioning of the Service.
24. Agent Institution shall be obliged to allow and shall facilitate BBPOU and BBPCU to inspect and supervise and conduct test (VAPT, FRM etc.) on all computer systems, software programs, telecommunication equipment, VSAT etc. which are provided by Agent Institution at its data centre, offices, outlets, and agent locations, etc. Agent Institution shall submit to BBPOU a satisfactory system audit report of its systems and applications before commencement of full-fledged operations under BBPS. Agent Institution shall not make or allow its Agents to make any alteration, modification and changes in their system which is likely to have an adverse impact the functioning of BBPS without prior written consent of the BBPOU and BBPCU.
25. Save as expressly otherwise provided in writing, Agent Institution shall not hold itself out as an agent of BBPOU and/or Sponsor bank and shall not have any authority to act on behalf of BBPOU/ Sponsor bank to conclude any contract or incur any liability or obligation on behalf of or binding upon BBPOU/BBPCU/Sponsor bank or any other member or to sign any document on behalf of BBPOU/BBPCU/Sponsor bank. BBPOU/BBPCU / Sponsor bank shall not be bound by any declaration or undertaking given by Agent Institution to any authority on its own account.
26. Agent Institution shall not disclose, reveal, publish and advertise any material and confidential information relating to operations, software, hardware, etc. of the BBPOU or BBPCU or BBPS or any customer of its own or other participant without prior written consent of BBPCU authorities except and to the extent as may be required in the normal course of its business.
27. Agent Institution shall forthwith inform BBPOU of any change in its constitution.
28. Agent Institution shall neither have bilateral arrangements with another Agent Institution nor with any biller for aggregation of bill payments outside the BBPS.
29. Agent Institution shall furnish instant confirmation of payment made via a payment receipt/confirmation message. The receipt could be in physical or electronic form (SMS/ email etc.) or as stipulated in the guidelines from time to time.
30. Agent Institution shall comply with all the instructions given by BBPOU related to the operations of Agent Institution. The operational guidelines and technical specification provided by BBPOU shall be complied by the Agent Institution from time to time.
31. Any dispute related the commission if any charged by Agent Institution over any transaction to the customer as convenience fee shall not be referred to BBPOU, the Agent Institution shall not make BBPOU a party to settlement of dispute related to commission.
32. The Agent Institution shall provide necessary documents related to his business filing status as required by BBPOU from time to time.
33. **Relationship** The relationship between BBPOU and Agent Institution is that of principal-to-principal. This Agreement shall not be construed as creating any principal – agent relationship between the Parties.
34. **REPRESENTATIONS AND WARRANTIES**
35. **AGENT INSTITUTION HEREBY REPRESENTS AND WARRANTS TO BBPOU THAT**:
36. Agent Institution shall be solely responsible for appointing Agent for provision of BBPS Services. However, Agent Institution shall not provide or offer to provide BBPS Services to Agent outlets already registered with BBPOU.
37. Agent Institution will not appoint Agents which are specifically restricted by BBPS and BBPCU.
38. Agent Institution shall have complete control over Agents. BBPOU shall not be responsible for entertaining complaints / queries received from those Agents. Agent Institution shall act as the one-point contact for all its appointed Agents and shall be solely responsible for any fraudulent acts or omissions of the Agents Agent Institution shall be responsible for settling third party disputes that arise out of processing BBPS Services under this Agreement including disputes between Agent Institution and its Agents or the Customers.
39. **MUTUAL REPRESENTATIONS AND WARRANTIES**

**EACH PARTY HEREBY REPRESENTS AND WARRANTS TO THE OTHER PARTY THAT:**

1. It has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof and this Agreement has been duly authorized, duly and validly executed and delivered, and constitutes its legal, valid, and binding obligation, enforceable in accordance with the terms hereof; and the persons executing this Agreement on its behalf are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein; and
2. It has obtained all regulatory approvals / licenses to enter into this Agreement. It shall bring to the notice of the other Party any expiry, material modification, or suspension of any such approvals/ licenses or the initiation of any adverse action by the relevant authority concerned, that may prevent/ restrict it from honoring this Agreement;
3. **SETTLEMENT :**
4. Any payment of fees and charges to BBPOU for providing services to Agent Institution under the BBPS platform shall be as per the relevant schedule of fees / charges fixed by BBPCU which will be advised to the Agent Institution from time to time. Agent Institution shall pay, without any delay or demur, the stipulated fees and charges to BBPOU as per the time line and mode of payment advised by BBPCU.
5. The Payment Mechanism for settlement of transactions taking through the Agent Institution under this agreement shall be as follows:
	1. BBPOU shall make available to Agent Institution a daily settlement report in electronic form setting forth the following information relating to each Online Transaction: transaction amount, date and time of transaction, transaction serial number, Biller identification and response code (the "Daily Settlement Report"). The Daily Settlement Report shall be made available to Agent Institution via FTP/ mail on the following day. The format and controls on the portal and process will be mutually agreed upon by the Parties. BBPOU will make such Settlement Report available to Agent Institution on the business day following the date of each Transaction.
	2. Agent Institution shall maintain a virtual Bank account (the said account) with BBPOU. Agent Institution will be instructed with the maximum amount that can be maintained in the said account ( the transaction value limit).Upon receipt of successful transaction intimation from the Agent Institution BBPOU will deduct the transaction amount from the balance available in the said account. It is agreed by Agent Institution that BBPOU reserves the right to decline any such transaction requested over and above the agreed transaction value limit. The above transaction value limit will be reviewed on a quarterly basis. BBPOU may give instructions to maintain a minimum balance based on the number of transactions taking place through the Agent Institution
	3. Agent Institution shall arrange to refill the said Account immediately upon receiving intimation from BBPOU or as per the Daily Settlement Report generated by BBPOU. If Agent Institution fails to refill the said account or fails to pay any amount due to BBPOU as per the Daily Settlement Report, BBPOU shall have the right to suspend the processing of Transactions through Agent Institution and continue to suspend the same till such time that Agent Institution pays the amounts due to BBPOU as mentioned above. In the event BBPOU receives any chargeback or claim from any financial institution or BBPS or BBPCU or Card Companies against any transaction processed through Agent Institution BBPOU reserves the right to Set off such claim from the balance amount in the said account. In the event it is established that the balance amount in the said account is less than the value of claim received against the Agent Institution, it shall be the sole responsibility of the Agent Institution to make payment of such claim amount.
6. In case of any differences in the settlement amount in BBPOU's Daily Settlement Report, and Agent Institution’s Daily Settlement Report, BBPOU’s Daily Settlement Report shall prevail and BBPOU shall charge the amounts as mentioned in the BBPOU’s Daily Settlement Report. The difference shall be settled through mutual investigation of the un-reconciled transactions. Both parties shall provide their best efforts to settle such disputed transactions within 4 working days upon the receipt of the notification of difference in Daily settlement report. In the event of no resolution of the disputed transactions, BBPOU’s Settlement Report shall prevail and Agent Institution shall transfer the disputed amounts to the said Account.
7. The amount remaining in the said account after settlement of all dues shall be refunded to Agent Institution on expiry or early determination of this agreement within 30 days from the date of expiry / termination after deducting dues payable to BBPOU as agreed by Agent Institution, if any. The remaining amount shall be refunded to Agent Institution without any interest over the remaining amount.
8. The Taxes existing and as and when made applicable by the Governing Authorities shall be borne and paid by the Party to which the said Tax or charge is applicable. The service of Agent Institution is liable for TDS deduction.
9. The Agent Institution will receive commission fees per transaction as mentioned in the Part IV of this agreement.
10. **ACCEPTANCE OF CHARGES WITH RECOURSE AND CHARGEBACKS:**
11. It is hereby acknowledged by Parties that BBPOU shall be responsible for only facilitations which are requested and authorized by BBPOU and BBPOU shall not be responsible for any unauthorized transaction done by any person including third party and amounting to infringement of another’s rights or any chargebacks claimed by the subscribers. It will be the responsibility of Agent Institution to ensure due protection while the Agent is transacting online using BBPS Services. The responsibility of any dispute which may arise on account of any claims made by the Customers shall be sole responsibility of Agent Institution, unless the loss is caused solely due to failure of BBPOU systems. BBPOU shall assist in settling any disputes that arise between the Agent Institution and its Agents on a commercially reasonable basis.
12. In the event of any chargeback or refund or claim raised by Customer or Banks or Card Companies or BBPCU against BBPOU due to any transaction processed through Agent Institution shall be the sole responsibility of the Agent Institution. Agent Institution shall be liable and responsible for any fraudulent activity any wilful or negligent commission or omission by any of the Agent, representative of Agent Institution or customer. Any penalty, charge levied on BBPOU by the BBPS or Banks or Card Companies or any other statutory authority due to the omission or commission of any act of Agent Institution or Agent shall be borne and paid by the Agent Institution.
13. The Parties hereto agree that any requests for Online Transactions processed by Agent of the Agent Institution as per the terms hereof which are subsequently disputed due to:
14. The authorization by Agent Institution of a Transaction including any authorization in an amount in excess of the Agent Institution’s account balance shall be the liability and responsibility of Agent Institution
15. The authorization by Agent Institution of a fraudulent Transaction shall be the liability and responsibility of Agent Institution.
16. The Agent Institution shall be solely responsible for the any Chargeback and any amount claimed by the Customer as Chargeback.
17. It is hereby acknowledged and confirmed (i) by BBPOU that in the event of any dispute except stated hereinabove, BBPOU shall endeavour, on a best efforts basis, either by itself or through the Biller, as may be required, to resolve the dispute; and (ii) by Agent Institution that any and all issues regarding service fulfilment of the BBPS Services shall be resolved by the respective Biller and such dispute and resolution thereof shall be the sole responsibility of Agent Institution. Agent Institution shall provide such information requested by BBPOU or the respective Biller to resolve such dispute on commercially reasonable basis and in accordance with the laws. Agent Institution further acknowledges and confirms the in case of any disputed transactions being on account of reasons attributable to Agent Institution, BBPOU shall hold such amounts as may be necessary on account of such disputes till such time that the disputes are settled.

1. **CONFIDENTIALITY**
2. In connection with the Transactions and the services to be provided under the terms of this Agreement, Confidential Information may be provided by each of the Parties to the other Party.
3. Each Party hereby confirms that in consideration of the Confidential Information being made available, it shall keep such Confidential Information received by it confidential, and shall protect it with such security confidentiality and degree of utmost care as it would prudently apply to its own confidential information and use it solely in connection with the Transaction.
4. Each Party hereby agrees that it shall not disclose any Confidential Information received by it without the prior written consent of the other Party to any third party at any time. Provided however, that either Party may make the following disclosures for which no consent shall be required from the other Party for the purposes:
5. Disclosures to its directors, officers, employees, affiliates/ subsidiaries/ group/holding companies, third party service providers and any employees thereof that it reasonably determines need to receive the Confidential Information; or
6. Disclosures to its legal and other professional advisers, instructed by it that it reasonably determines need to receive the Confidential Information; or
7. Disclosures to any person to whom it is required by law or any applicable regulatory, supervisory, judicial or governmental order, to disclose such information, or at the request of any regulatory or supervisory or judicial or government authority with whom it customarily complies.
8. Each Party shall ensure that its concerned employees and other persons to whom the information is provided comply with the terms of this Section. The Parties hereto confirm and agree that this section shall continue to subsist and be in full force and effect even after termination of this Agreement.
9. The Party called upon to disclose, will give prompt written notice of any request, or requirement, to the extent possible, practicable or permissible under the law/regulations/orders to the other Party so that the other Party may seek to obtain appropriate remedy available under the law. If, failing the entry of a protective order, and/or in any event, the Party called upon to disclose is, in the opinion of its counsel, compelled to disclose Confidential Information, such Party may disclose that portion of the Confidential Information that its counsel advises that it is compelled to disclose and inform the other Party of the disclosure, to the extent permissible, and will upon request from and at the expense of the other Party, co-operate with the other Party in its efforts to obtain a protective order. Both Parties acknowledge that neither Party can ensure that its efforts in this regard are given effect to or that such confidential treatment will in fact be accorded.
10. Confidential Information shall be deemed to exclude any information:
11. which is already in the possession of the receiving Party not subject to any other duty of confidentiality; and
12. that is at the date hereof, or subsequently becomes, public otherwise than by reason of a breach by the receiving Party of the terms of this Agreement, and
13. information that becomes legally available to the receiving Party and/or its affiliates or professional advisors on a non-confidential basis from any third party, the disclosure of which does not, to the knowledge of that Party, violate any contractual or legal obligation such third party has to the other Party with respect to such information, and
14. information that is independently acquired or developed by the receiving Party and/or its affiliates or professional advisors.
15. Each party understands and acknowledges that monetary damages may be an inadequate remedy for a breach of confidentiality and agrees and confirms that the other party may take recourse to such injunctive relief, including specific performance, as may be available to it in law.

**INTELLECTUAL PROPERTY**

1. Each Party shall retain all right, title and interest in the Intellectual Property rights. No interest whatsoever in the other Party's Intellectual Property rights is granted by this Agreement and use of any Intellectual Property right vested in one Party by the other Party shall be strictly in terms of this Agreement. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property of the other Party to any person or entity except as provided in this Agreement.
2. All software including all translation, modification, adaptation or derivation of the same provided or created by BBPOU and all systems and data-bases provided hereunder by BBPOU to Agent Institution in connection with the BBPS Services, and all new modules or services, copies, enhancements, improvements, new versions or updates associated therewith (collectively, the "BBPOU Products"), are BBPOU's exclusive property and all right, title and interest therein remains in BBPOU. All software programs and documentation with respect to BBPOU Products are copyrighted and/or patented by BBPOU.
3. Neither party shall alter, remove or conceal any copyright, trade secret or other proprietary rights or notices that may appear on or within the other party's Intellectual Property Products or related documentation. Both the parties shall reproduce such notices of the other party's rights on any copies of the other party's Intellectual Property Products and any user documentation created by such party.
4. Except as expressly permitted above, both parties agree not to sub-license, license, rent, sell, loan, give or otherwise distribute all or any part of the Intellectual Property Products of the other party to any third party.

**PART III GENERAL TERMS AND CONDITIONS :**

1. **ON BOARDING, DELISTING , CONVERSION OF AGENT**

The process of on boarding, delisting, conversion of Agents shall be conducted as per the terms stated in Procedural Guidelines and Standards of BBPS. Agent Institution at the time of on boarding, delisting, converting any Agent shall ensure adherence to the Procedural guideline, Standards and Rules of BBPS. The operation of Agent Institutions and Agents shall be governed by the Procedural guideline, Standards and Rules of BBPS

1. **EXECUTION DATE AND TERM**

The terms, conditions and obligations mentioned herein shall be binding on the parties from the effective date of this Agreement and unless terminated, this Agreement shall continue to bind the Parties till its termination as provided in this Agreement.

1. **TERMINATION**
2. Agent Institution shall cease to be a member of BBPOU in any of the following events:
3. If its license is cancelled by Govt. authorities or Regulators.
4. If it is unable to carry on business as Agent Institution because of restrictions or restraints imposed by a judicial authority or Government.
5. In case of failure to adhere to Anti Money Laundering (AML) guidelines, wherever applicable.
6. In case of insolvency or bankruptcy of the Agent Institution.
7. If it does not continue to wholly conform to the qualification criteria as per RBI/BBPS guidelines.
8. In case of breach of regulatory guidelines and applicable laws.
9. Breach of material terms and conditions of this agreement, guidelines or any other act which may be detrimental to BBPS.
10. Default in meeting the settlement obligation.
11. If customer disputes exceed certain thresholds, as fixed in consultation with regulator from time to time, and repeated warnings issued by the BBPCU and BBPOU.
12. If the BBPOU is of the opinion that the breach is not curable or continuation of the Agent Institution in the BBPS is not desirable or its continuance as a member poses a grave systemic risk, BBPOU may suspend the membership with immediate effect. The BBPOU may at any time revoke the order of suspension of membership, if it is satisfied, either on its own motion or on considering the representation of the Agent Institution, that the revocation is justified.
13. In case the membership of an entity participating as Agent Institution is suspended or terminated, Agent Institution will take action as necessary to deal with outstanding disputes, if any, against the suspended/ terminated entity.
14. TERMINATION OF AGREEMENT :
	1. Either Party may elect to terminate this Agreement for convenience by providing a notice of termination in writing to the other Party. The termination will become effective after Forty-five (45) days of receipt of such notice.
	2. Either Party may terminate this Agreement by giving an advance written notice of Fifteen (15) days to the other Party if the other Party commits a breach of any provisions contained in this Agreement and after receipt of a written notice specifying the breach or default, fails to remedy the breach within a specified period of time set forth in the said notice, which period of time shall be reasonable taking into account all relevant circumstances.
	3. If bankruptcy or insolvency proceedings, including invoice claims by a third Party with a court of law, are instituted against the other Party and such proceedings are not dismissed within ninety (90) days from the date of proceedings, or the other Party makes an assignment for the benefit of its creditors.
	4. In the event that a party loses the eligibility to continue business, the Agreement shall stand terminated forthwith. However such forced termination shall be subject to the exception that the Agreement would remain in force for a further period not exceeding six (6) months from the date of cessation only for the purpose of resolving disputes, if any, in existence or raised during the existence of the Agreement.
15. CONSEQUENCES OF TERMINATION

In the event of termination of this Agreement for any reason whatsoever-

1. All rights and obligations incurred under this Agreement shall cease.
2. Termination shall not affect any accrued rights or obligations of the parties.
3. All obligations incurred prior to the termination of this Agreement shall be discharged forthwith.
4. Membership fees will not be refunded in the event of termination.
5. Upon withdrawal or suspension or termination from the BBPS, the respective Agent Institution and or Agent should stop using the BBPOU and BBPS name, logo, and trademark. Further, the same should be removed from all locations of display with effect from the date of termination.
6. **TRADEMARKS/LOGOS**
7. Agent Institution acknowledges that any BBPOU trademarks, including but not limited to, trademarks used or adopted by BBPOU and BBPS in the conduct of its business are the sole property of BBPS or BBPOU, and that, subject to the terms of this Agreement, only BBPOU or any Affiliated Company has the right to use such trademarks. BBPOU acknowledges that any Agent Institution trademarks are the sole property of Agent Institution and that, subject to the terms of this Agreement, only Agent Institution or its designated licensees have the right to use such trademarks.
8. Both Parties agree that all the Trade Marks, Logos, Trade Names of Parties are the proprietary marks of respective Parties and neither Party shall have expressed or implied right on the Intellectual Property of the other Party.
9. Each Party shall have the right, during the term of this Agreement, to include the other Party's trademarks or logos in its advertising or promotional literature, free of charge, provided that the other Party has given its prior approval to such inclusion.
10. **LIABILITY OF BBPOU**
11. BBPOU shall not be responsible for any losses sustained through (i) the use of counterfeit or stolen cards, or stolen devices and (ii) fraudulent electronic transactions. It shall be at the sole discretion of the BBPOU to reverse any transaction and shall be subject to approval of the Billers.
12. BBPOU will not be held responsible or liable for any compliance of KYC/AML guidelines by Agent Institutes
13. Should any proceedings be undertaken which may give rise to a BBPOU liability under this Agreement, Agent Institution shall provide BBPOU with prompt notice and an opportunity to participate in any such proceedings to represent its interest appropriately.
14. **LIABILITY OF AGENT INSTITUTION**
15. Any liability arising from the provision of BBPS, solely attributable to Agent Institutes pursuant to this Agreement shall be borne solely and exclusively by Agent Institutes.
16. Agent Institution agrees to and shall without objection at all times, keep BBPOU and BBPS indemnified, saved and harmless from and against all demands, claims, actions suits and proceedings which may be threatened or made or brought against BBPOU, and also against all losses, outgoings, damages, costs, charges and expenses, which BBPOU may suffer or incur or be put to by reason or in consequence thereof or in connection therewith, including reasonable legal costs and expenses and lawyers' fees incurred by BBPOU in connection with any claim or legal notice or legal or quasi-legal proceedings to which BBPOU may be required to become party or to which BBPOU may be subjected by any person including any authority constituted under the laws of any state of India or the laws of the Union of India or the laws of any other jurisdiction, by reason of breach of any of the provisions of this Agreement by Agent Institution or for failure of Agent Institution or its Agents to obtain any required statutory or regulatory approval with respect to any of the provisions hereof.
17. Any loss arising out of any fraudulent electronic transactions shall be the sole responsibility of Agent Institution.
18. **DISPUTE RESOLUTION**
19. The parties shall endeavour to settle amicably by mutual discussion any disputes, differences or claims whatsoever related to this Agreement which do not fall within the purview of Payment and settlement Systems Act, 2007. Failing such amicable settlement within thirty (30) days of the dispute arising thereof, the dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.
20. The dispute shall be referred to arbitration by a sole arbitrator mutually agreed upon. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
21. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator on its behalf shall be borne by each party itself.
22. The Parties shall continue to perform their obligations under the Agreement during the arbitration proceedings unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator/court, as the case may be, is obtained.
23. Notwithstanding the provisions contained in this Agreement, the dispute covered by the provisions of the Payment and Settlement Systems Act, 2007 shall be resolved under the mechanism prescribed under Section 24 of the Payment and Settlement Systems Act, 2007 and rules, regulations, instructions issued thereunder.
24. **MISCELLANEOUS**
25. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unaffected, and upon mutual agreement of the Parties the invalid unenforceable provision shall be replaced by a provision which, being valid and enforce comes as close as lawfully possible to the intention of the Parties underlying the invalid or unenforceable provisions.
26. Waiver. The failure of either Party to insist upon strict adherence to any material term or condition of this Agreement or to exercise any material right arising from this Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other material term or condition of this Agreement or to exercise that material right or any other material right of this Agreement.
27. No Joint Venture. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. BBPOU and Agent Institution shall be independent contractors with each other for all purposes at all times and neither Party shall act as or hold itself out as agent signed by the principal, nor shall either Party create or attempt to create liabilities for the other Party.
28. Language. This Agreement has been made and signed in the English language. All documents, specifications, handbooks and correspondence shall be made in the English language.
29. Entire Agreement. This Agreement comprises the entire and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and similar agreements or understandings, whether written or oral. It does not, however, revoke or rescind any prior agreements for other services which may have been executed by the Parties. This Agreement may be modified, changed or amended only by an express written agreement signed by duly authorized representatives of both parties stating that it is an amendment. Waivers, or purported waivers, of any provision of this Agreement shall be in writing and signed by an authorized officer of each Party. If mutually agreed by the Parties, this Agreement may be superseded by a regional agreement entered into between the Parties or affiliates thereof.
30. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered (i) by international courier service or by prepaid first class registered or certified mail, return receipt requested, to BBPOU or Agent Institution at the addresses set forth below or any other address, subsequently notified in writing to the other Party as being its principal business address, or (ii) by telefax to the following telefax numbers or any other telefax number or numbers of which one Party may notify the other, provided that the sending Party retains proof of successful fax transmittal and that an original of the faxed notice is delivered to the other Party within 10 days of the fax:

**If to BBPOU**: Attention: Mr. Vishwas Patel

Address: Avenues India Private Limited Plaza Asiad, Level II,

Station Road, Santacruz West Mumbai 400054

Email:accounts@ccavenue.com

 Phone: 022-67425555

If to Agent Institution:

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Public Relations. Once this Agreement is signed, BBPOU and Agent Institution have the right to announce the co-operative arrangement as described herein, provided that all announcements must be approved in writing by both Parties, such approval not to be unreasonably withheld. Fees and charges must remain confidential and cannot be disclosed by either Party without written consent of both Parties.
2. Assignment. Either Party may, on written notice to the other, assign any or all of its rights and obligations hereunder to: (i) its Affiliate, and (ii) a third party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. Except as provided above in this Section either Party may assign any or all of its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.
3. Force Majeure. Neither Party shall be liable for failure to perform its obligations under this Agreement to the extent such failure is due to causes beyond its reasonable control. In the event of a force majeure, the Party unable to perform shall notify the other Party in writing of the events creating the force majeure and the performance obligations of the Parties will be extended by a period of time equal to the length of the delay caused by majeure; provided that if any such delay exceeds ninety days, then following such ninety day period, either Party hereto may terminate the unperformed portions of this Agreement on ten days prior written notice to the other Party. For the purposes of this agreement, force majeure events shall include, but not be limited to, acts of God, systems and communications breakdowns, failures or disruptions, orders or restrictions, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, stoppages of labor, lockouts or other labor troubles, earthquakes, fires or accidents.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflicts of law provisions and, subject to the arbitration provision in this agreement, the exclusive jurisdiction of competent courts in Mumbai, India.
5. PUBLICITY: Agent Institution agree that they shall not make any public announcements or press release in relation to the subject matter of this Agreement, or its existence without the prior written consent of BBPOU. The Parties may however, create a mutually agreed press release to announce their relationship, if so required.

**PART IV**

**FEE SCHEDULE**

The Agent Institution may charge per transaction the following commission as convenience fee to the customer.

|  |  |
| --- | --- |
| **Biller Category**  | **OFFLINE PHYSICAL / ONLINE AGENT INSTITUTION CONVENIENCE FEE IN INR** |
| Electricity  | 1. Rs.5 for transaction between Rs. 0- 1000
2. Rs.15 for transaction between Rs.1001- 2000
3. Rs.25 for transaction above Rs. 2001
 |
| Gas  |
| Water  |
| Telecom – Post-paid  |

* 1. The commission structure applicable to the Agent Institution per transaction shall be in accordance with the guidelines issued by BBPS from time to time. Any revision to the given customer convenience fee  shall be accepted in writing by both the Parties hereto.
	2. In no event shall the convenience fee amount exceed Rs. 25.
	3. The convenience fee amount shall be inclusive of all Taxes. Any tax made applicable by the governing authority shall be paid and borne by the Party to which it is applicable.

**Part V:**

**LIST OF LINKS AND DOCUMENTS REGARDING GUIDELINES TO OPERATE AS AGENT INSTITUTION**:

1. **Procedural Guidelines for Bharat Bill Payment Ver. 1 Nov. 2015** :

<http://www.npci.org.in/documents/BBPS-Procedural-Guidelines.pdf>

1. **RBI Circular for Implementation of Bharat Bill Payment System (BBPS**) – Guidelines : <https://rbidocs.rbi.org.in/rdocs/notification/PDFs/BBPS28112014CIRFNL.pdf>
2. **BBPS Product Presentation**:

 <http://www.npci.org.in/documents/BBPS_Product_Presentation.pdf>

1. **Guidelines for Customer frontend at BBPOU Version 1.3 Release Date: 19th Jan 2017** : <http://www.npci.org.in/documents/Guidelines_for_Customer_Frontend_at_BBPOU_end_1.3.pdf>

\*Above mentioned links are subject to modification by BBPS, the Agent Institution shall keep itself updated with the information mentioned on these links and any new link or document introduced by BBPS from time to time.