

DISTRIBUTOR AGREEMENT

This Distributor Agreement (“Agreement”) is entered into on [Date]

BETWEEN

TechkGuru Digital, a fintech and digital services platform, having its principal place of business at [Company Address]
(hereinafter referred to as “Company”, which expression shall include its successors and permitted assigns)

AND

Distributor, an individual / partnership / proprietorship / entity, whose details are provided during on boarding
(hereinafter referred to as “Distributor”, which expression shall include its successors, legal heirs, and assigns)

The Company and the Distributor are hereinafter collectively referred to as the “Parties”.

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to define the terms and conditions under which the Distributor is authorized to operate as an intermediary distribution partner of TechkGuru Digital, responsible for on boarding, managing, and supporting Retailers while ensuring compliance with applicable laws, regulations, and Company policies.

This Agreement establishes a **principal-to-principal relationship** and does not constitute an agency, partnership, employment, or joint venture.

2. SCOPE OF SERVICES

Subject to approval, the Distributor may access and facilitate the following services:

- AEPS (Aadhar Enabled Payment Services)
- BBPS (Bharat Bill Payment System)
- Credit Card Bill Payment
- Payment Solutions
- Micro ATM (mATM)
- Point of Sale (POS)
- Travel Services
- Holiday Packages
- E-Commerce Solutions
- Any additional services launched by the Company

Service availability is subject to **bank, partner, and regulatory approvals**.

3. DISTRIBUTOR ROLE & RESPONSIBILITIES

The Distributor shall:

- On-board Retailers under their hierarchy
- Ensure Retailer KYC accuracy and completeness
- Educate Retailers on service usage and compliance
- Monitor Retailer activity for irregular or suspicious behaviour
- Act as the first-level support for Retailers
- Coordinate with the Company for escalations

The Distributor shall **not represent itself as a bank or financial institution.**

4. ONBOARDING & KYC COMPLIANCE

4.1 The Distributor shall submit valid KYC documents including:

- Identity and address proof
- Business registration documents (if applicable)
- Bank account details

4.2 Distributor must ensure all Retailers under them complete KYC as per Company and regulatory requirements.

4.3 Any false, incomplete, or misleading information may lead to immediate suspension or termination.

5. RETAILER MANAGEMENT & OVERSIGHT

5.1 The Distributor shall be responsible for the conduct and compliance of Retailers on boarded under their hierarchy.

5.2 Any violation by a Retailer may result in:

- Suspension of the Retailer
- Penalty or suspension of the Distributor
- Termination of hierarchy access

5.3 Distributor shall not on-board sub-agents without Company approval.

6. PROHIBITED ACTIVITIES

The Distributor shall **not**:

- Facilitate or ignore fraudulent transactions
- Allow misuse of AEPS, BBPS, or payment services
- Share system access credentials
- Engage in money laundering or unlawful activities
- Manipulate commissions, settlements, or data

Violation shall result in **immediate termination and legal action**.

7. COMMISSION & SETTLEMENTS

7.1 Distributor commissions shall be communicated separately and may include:

- Direct transaction commissions
- Hierarchical commissions from Retailers

7.2 Commission structures may change due to:

- Bank or partner revisions
- Regulatory changes
- Business decisions

7.3 Settlements are subject to banking cycles and partner timelines.

The Company shall not be liable for delays caused by external systems.

8. TRANSACTION PROCESSING

- All transactions are processed through authorized bank and partner networks
- Transaction success depends on third-party systems
- The Company does not guarantee uninterrupted services

Distributor acknowledges that failed or pending transactions follow bank reversal timelines.

9. DATA PRIVACY & CONFIDENTIALITY

9.1 Distributor shall:

- Protect customer and Retailer data
- Ensure no storage of Aadhar, biometric, or card details
- Follow data privacy and confidentiality guidelines

9.2 Any data breach will result in termination and potential legal action.

10. SUSPENSION & TERMINATION

The Company may suspend or terminate this Agreement if:

- Distributor violates Agreement terms
- Regulatory authorities mandate action
- Fraud or misuse is detected
- KYC becomes invalid

Termination does not affect outstanding liabilities.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- The Company shall not be liable for indirect or consequential damages
- Liability, if any, shall be limited to commissions earned in the disputed period

12. INDEMNIFICATION

The Distributor agrees to indemnify and hold harmless TechkGuru Digital from claims, penalties, losses, or damages arising from:

- Distributor or Retailer misconduct
- Regulatory violations
- Fraud or negligence
- Breach of this Agreement

13. INTELLECTUAL PROPERTY

All platform software, trademarks, logos, and materials are the exclusive property of TechkGuru Digital. Unauthorized use is strictly prohibited.

14. MODIFICATIONS

TechkGuru Digital reserves the right to amend this Agreement at any time. Continued usage of the platform constitutes acceptance of revised terms.

15. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of **India**.

All disputes shall be subject to the exclusive jurisdiction of courts located in [**City, India**].

16. ACCEPTANCE

By registering, accessing, or using the platform, the Distributor confirms acceptance of this Agreement.

For TechGuru Digital

Authorized Signatory

Name: _____

Date: _____

Distributor

Name: _____

Signature: _____

Date: _____