

RETAILER AGREEMENT

This Retailer 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

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

The Company and Retailer 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 Retailer is authorized to access and offer fintech and digital services provided by TechkGuru Digital to end customers.

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

2. SCOPE OF SERVICES

The Retailer may offer the following services, subject to eligibility and activation approval:

- AEPS (Aadhar Enabled Payment Services)
- BBPS (Bharat Bill Payment System)
- Credit Card Bill Payment
- Payment Solutions
- Micro ATM (mATM) services
- Point of Sale (POS) services
- Travel services
- Holiday packages
- Any additional services introduced by the Company from time to time

All services are subject to **bank, partner, and regulatory availability**.

3. RETAILER ONBOARDING & KYC

3.1 The Retailer shall complete on boarding by submitting accurate and valid KYC documents, including but not limited to:

- Identity proof
- Address proof
- Business details
- Bank account details

3.2 The Company reserves the right to verify documents and reject or suspend on boarding if discrepancies are found.

3.3 Failure to maintain valid KYC may result in service suspension or termination.

4. RETAILER OBLIGATIONS

The Retailer agrees to:

- Offer services strictly as per Company guidelines
- Follow all RBI, banking, and regulatory rules
- Maintain transparency with customers
- Not charge unauthorized fees
- Not misuse services for illegal or fraudulent activities
- Ensure customer consent before transactions
- Protect customer data and confidentiality

The Retailer shall be solely responsible for actions performed using their login credentials.

5. PROHIBITED ACTIVITIES

The Retailer shall **not**:

- Perform or assist fraudulent transactions
- Use services for money laundering or unlawful purposes
- Share login credentials
- Manipulate systems or transaction data
- Offer services beyond approved limits

Violation may lead to **immediate termination** and legal action.

6. COMMISSION & SETTLEMENTS

6.1 The Retailer may earn commissions or incentives as communicated separately by the Company.

6.2 Commission structures may change based on:

- Service type
- Partner revisions
- Regulatory changes

6.3 Settlements are subject to bank and partner processing timelines.

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

7. TRANSACTION HANDLING

- Transactions are processed through authorized banking and service partners
- Transaction success depends on bank networks and third-party systems
- The Company does not guarantee uninterrupted service

Retailer acknowledges that failed or pending transactions are subject to bank reversal timelines.

8. DATA PRIVACY & CONFIDENTIALITY

8.1 Retailer shall protect all customer and transaction data.

8.2 Retailer shall not store, share, or misuse customer Aadhar, biometric, or card details.

8.3 Breach of confidentiality will attract immediate termination and legal consequences.

9. SUSPENSION & TERMINATION

The Company reserves the right to suspend or terminate services if:

- Agreement terms are violated
- Fraud or misuse is detected
- Regulatory authorities require action
- KYC becomes invalid

Termination does not waive outstanding liabilities.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- The Company shall not be liable for indirect or consequential losses
- Liability shall be limited to the commission earned by the Retailer for the disputed transaction

11. INDEMNITY

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

- Retailer misconduct
- Regulatory violations
- Fraud or misuse
- Breach of this Agreement

12. INTELLECTUAL PROPERTY

All trademarks, software, logos, and platform materials belong to TechkGuru Digital. Unauthorized usage is prohibited.

13. AMENDMENTS

The Company may modify this Agreement at any time. Updated terms shall be published on the platform and will be binding upon continued usage.

14. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of **India**. All disputes shall be subject to the jurisdiction of courts located in **[City, India]**.

15. ACCEPTANCE

By registering, accessing, or using the platform, the Retailer confirms that they have read, understood, and agreed to this Agreement.

For TechkGuru Digital

Authorized Signatory

Name: _____

Date: _____

Retailer

Name: _____

Signature: _____

Date: _____