

SUPER DISTRIBUTOR AGREEMENT

This Super 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

Super Distributor, an individual / proprietorship / partnership / company, whose details are provided during on boarding

(hereinafter referred to as “**Super Distributor**”, which expression shall include its successors, legal heirs, and permitted assigns)

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to appoint the Super Distributor as a senior-level distribution partner responsible for managing and supervising Distributors and Retailers, ensuring operational efficiency, regulatory compliance, and business expansion of TechkGuru Digital services within the assigned region or network.

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

2. SCOPE OF SERVICES

Subject to approval and activation, the Super Distributor may access and oversee the distribution of 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 introduced by the Company

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

3. ROLE & AUTHORITY OF SUPER DISTRIBUTOR

The Super Distributor shall:

- Appoint and manage Distributors under their hierarchy (with Company approval)
- Supervise Distributor and Retailer on boarding and KYC compliance
- Monitor transaction patterns across the network
- Ensure adherence to Company policies and regulatory guidelines
- Act as a senior escalation point for Distributors
- Support business expansion within the assigned territory

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

4. ONBOARDING & KYC COMPLIANCE

4.1 The Super Distributor shall submit complete and valid KYC documentation, including:

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

4.2 The Super Distributor is responsible for ensuring that:

- All Distributors and Retailers under the hierarchy complete KYC
- KYC records are accurate and updated

4.3 Any failure or misrepresentation may lead to suspension or termination.

5. DISTRIBUTOR & RETAILER MANAGEMENT

5.1 The Super Distributor shall oversee Distributor conduct and performance.

5.2 The Super Distributor acknowledges that violations by Distributors or Retailers may result in:

- Suspension of the concerned account
- Temporary or permanent hierarchy suspension
- Financial penalties or termination

5.3 The Company reserves final authority over on boarding, suspension, or termination decisions.

6. PROHIBITED ACTIVITIES

The Super Distributor shall **not**:

- Facilitate or ignore fraudulent or suspicious transactions
- Permit misuse of fintech services
- Engage in or support money laundering or unlawful activities
- Share system access credentials
- Tamper with transactions, settlements, or commission structures

Any violation may result in **immediate termination and legal action**.

7. COMMISSION & SETTLEMENTS

7.1 The Super Distributor may earn commissions based on:

- Direct transactions (if applicable)
- Hierarchical transactions from Distributors and Retailers

7.2 Commission structures are:

- Communicated separately
- Subject to change due to regulatory, bank, or partner updates

7.3 Settlements are processed as per banking cycles and partner timelines.

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

8. TRANSACTION PROCESSING & SYSTEM AVAILABILITY

- Transactions are processed through authorized bank and partner systems
- Service availability depends on third-party infrastructure
- The Company does not guarantee uninterrupted access

Failed or pending transactions are subject to bank-defined reversal timelines.

9. DATA PROTECTION & CONFIDENTIALITY

9.1 The Super Distributor shall:

- Maintain strict confidentiality of customer, Distributor, and Retailer data
- Ensure no storage or misuse of Aadhar, biometric, or card data
- Follow Company data protection and privacy guidelines

9.2 Any data breach may result in termination and legal consequences.

10. AUDIT, MONITORING & COMPLIANCE

The Company reserves the right to:

- Conduct audits of hierarchy activities
- Monitor transactions for compliance and risk
- Request explanations or corrective actions

The Super Distributor agrees to cooperate fully with audits and investigations.

11. SUSPENSION & TERMINATION

The Company may suspend or terminate this Agreement without prior notice if:

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

Termination does not waive outstanding liabilities.

12. 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 during the disputed period

13. INDEMNIFICATION

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

- Misconduct of Super Distributor, Distributors, or Retailers
- Regulatory or legal violations
- Fraud, negligence, or breach of this Agreement

14. INTELLECTUAL PROPERTY

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

15. AMENDMENTS

TechkGuru Digital may amend this Agreement at any time. Continued use of the platform constitutes acceptance of revised terms.

16. 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**].

17. ACCEPTANCE

By registering, accessing, or operating as a Super Distributor, the Super Distributor confirms that they have read, understood, and accepted this Agreement.

For TechkGuru Digital

Authorized Signatory

Name: _____

Date: _____

Super Distributor

Name: _____

Signature: _____

Date: _____