

COORDINATOR AGREEMENT

THIS COORDINATOR AGREEMENT is executed at Aurangabad on this ..... day of ....., between;

Mahagram Payments Private Limited, a company within the meaning of the Companies Act, 2013 and having its Registered Office at Mahagram Bhawan, Besides Gauri Shankar Hotel, Vishnu Nagar, Jawahar Colony Road, Aurangabad – 431 005 (hereinafter referred to as “Company” or “Mahagram” Which expression shall include its successors and assignees) of the FIRST PART; and

Mrs. / Ms. / Shri / M/s. .... having its principle place of business at ..... (hereinafter called “Coordinator” which expression shall include its successors and assignees) of the SECOND PART.

WHEREAS Mahagram has an online web portal with range of services such as electronic prepaid recharge, PAN Card Application, utility bill payments and selling of biometric devices and is desirous of appointing coordinators, primarily to promote and sell the products of Mahagram as may be made or distributed by Mahagram from time to time, under the trademark of Mahagram from time to time and under the trademarks of Mahagram and its affiliated companies, including the trademark “Mahagram” (hereinafter referred to as the “Products”).

WHEREAS the Coordinator has represented to have ample experience of marketing and also that it has the facilities, personnel and technical expertise to market and distribute the Mahagram products in the territory.

AND WHEREAS Mahagram is willing to appoint the coordinator to look after the operations in the territory on the terms and conditions set forth in this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this agreement, including the schedules or annexure to this agreement, unless the context otherwise required, the words and phrases shall have the following meaning;

- 1.1. “Retailer” shall mean a person appointed by the Mahagram to provide services of Mahagram to End User.
- 1.2. “Company” or “Mahagram” means Mahagram Payments Private Limited.
- 1.3. “Coordinator” shall mean coordinator appointed under the terms of this agreement and which shall include Taluqa Coordinator and District Coordinator.
- 1.4. “Commission” shall mean the commission payable to coordinator by Mahagram at the percentage provided in Schedule I of this agreement.
- 1.5. “District Coordinator” shall mean the coordinator appointed for particular territory of a District.
- 1.6. “End User” shall mean a person who is using Mahagram’s services for his own consumption.
- 1.7. “He” includes “she” and “his” includes “her”.
- 1.8. “Products” or “Services” shall mean the products supplied and services provided by Mahagram.
- 1.9. “Taluqa Coordinator” shall mean the coordinator appointed for particular territory of a Taluqa or Tehsil.
- 1.10. “Territory” shall mean the territory defined in Schedule II of this agreement.

2. RIGHTS OF COORDINATOR

Subject to the terms and conditions of this agreement, Mahagram grants the Coordinator and Coordinator accepts the non-exclusive right to market the products in the territory. Right to market under this Agreement shall mean the Coordinator's right;

- 2.1. to hold itself out as Mahagram's Authorized Coordinator in the territory;
- 2.2. to accept the product requirements of Retailers and Taluqa Coordinators on behalf of Mahagram;
- 2.3. to receive application on behalf of Mahagram for Retailers and Taluqa Coordinator (applicable only in case the coordinator is District Coordinator) in the territory for sale of Mahagram Products within the Territory assigned; and provide to Mahagram adequate background information on such applicant;
- 2.4. to act as facilitator on the direction of Mahagram for its End User and Taluqa Coordinator.
- 2.5. to receive agreed commission from the company according to the business generated by him and as per the other terms of this agreement.

3. TERRITORY

The territory covered by this agreement is described in the attached Schedule I, which is hereby form part of this agreement. The parties may consider from time to time increasing the territory. The coordinator agrees that the company may appoint other Coordinators within the territory, or to sell directly. The coordinator shall perform his operations only in territory and shall not resell outside territory during the effective period of this Agreement.

4. DURATION:

This agreement shall be valid and remain in force for a period of one year commencing from ..... to ....., unless otherwise terminated as per this agreement. It may be renewed at the option of the company for such period and on such terms and conditions as agreed upon between both the parties. Any renewal, Modification, variation to this agreement will be duly attested by both the parties.

5. NON PROHIBITION OF COMPETITIVE TRANSACTION

In consideration of the rights herein granted, Mahagram may directly or indirectly, sell products or services to territory through any other channel than Coordinator. The coordinator will not be entitled to incentives specified in Schedule II for such sales.

6. CONSIDERATION

- 6.1. The coordinator pays ..... vide NEFT Transaction ID No./Cheque No..... drawn on ..... at .....Branch, as one time setup fees including service tax, to become coordinator for the defined territory. In no any situation this consideration shall be refundable to the coordinator except as mention in clause 6.2.
- 6.2. The consideration mentioned above shall be non refundable in all situations.
- 6.3. The coordinator agrees to pay minimum Rs.10,000/- (rupees ten thousand only) as non-refundable renewal fee, in case both the parties of this agreement decides to renew this agreement. However the company may at its sole discretion may wave off the renewal fees for certain coordinators.
- 6.4. Mahagram shall pay the defined commission for a particular month within 15 (fifteen) days of the subsequent month to the coordinator after deducting applicable withholding tax as per the Income Tax Act, 1961. The commission shall be paid to the coordinator through Cheque/NEFT/RTGS, only and only if the outstanding commission payable is minimum Rs.5,000/- (rupees five thousand only). In any case if the commission for particular month do not cross the minimum limit of Rs.5,000/- the commission shall be paid in the subsequent month in which the consolidated commission reaches to Rs.5,000/-.

7. MINIMUM TARGET

Mahagram shall assign and communicate monthly targets to the coordinator, through email, telephone, SMS, whatsapp or through any other electronic or conventional means. Further it shall be assumed that the message is communicated to the coordinator if the same gets delivered from the company's end. In case the coordinator fails to attain the minimum targets, Mahagram reserves the right to cancel this agreement unconditionally and/or appoint another Coordinators in the territory, as it may deem fit at its sole discretion.

8. OBLIGATIONS OF THE COORDINATOR

Nothing Contrary to anything contained in these presents, Coordinator hereby undertakes and agrees with Mahagram that it shall at all times during the term of this agreements observe and perform inter-alia, the following obligations and covenants:

- 8.1. Coordinator agrees to aggressively promote the sale of Mahagram's Products and encourage merchants & individuals for becoming Mahagram's Retailers in the territory.
- 8.2. On receipt of the application for Retailer Appointment or Taluqa Coordinator Appointment, the coordinator shall forward the same to Mahagram within 48 (forty eight) hours by email or by anyother means as directed by Mahagram.
- 8.3. Except as per the procedure laid by Mahagram, in no any situation the coordinator shall accept any amount from Retailer or Taluqa Coordinator or issue any receipt or invoices to them on behalf of Mahagram.
- 8.4. Coordinator shall not get any compensation in the event that the authority cease or force to discontinue company's business, temporary or sine die. For the purpose of this clause authority shall mean an organization with whom the company has tie-up arrangements.
- 8.5. Coordinators shall use its diligent efforts to market and sell the products within the territory at its own expenses in lawful manner with adherence to highest standards of Mahagram's promotional practices, fair trade, fair competition, and business ethics.
- 8.6. Mahagram shall not provide any branding material to the coordinator, however the coordinator may prepare its own promotional and marketing materials relating to the products; provided that all costs and expenses shall be borne by the Coordinator; and all such promotional and marketing materials shall not be released or made without the prior approval of Mahagram in writing.
- 8.7. Coordinator shall maintain offices adequate to market and support the products in the territory and shall retain and have at its disposal at all times and adequate staff of trained and qualified personnel to perform its obligation under this agreement.
- 8.8. Coordinator shall take immediate action on enquiry forwarded by Mahagram within coordinator's territory and communicate its status on daily basis to the company until arriving to its resolution.
- 8.9. Coordinator shall pass on the benefits/promotional items under Mahagram consumer related sales scheme/promotional schemes to second family dealers so as to reach to end users and Retailers, as the case may be.
- 8.10. Coordinators shall supply sales data or any other data/record as may be reasonably requested by Mahagram from time to time according to such systems and on such forms as Mahagram may designate.
- 8.11. Coordinator shall prohibit himself or his family member from getting into alliance with any other company having exactly or minutely similar kind of business that of Mahagram during the period of this agreement, renewal thereto or till the expiry of five years after termination of this agreement.
- 8.12. All taxes or levies on sale by the Central Govt./State Govt./Statutory Bodies/Municipal Authorities etc. as applicable shall be borne and paid by Coordinator.
- 8.13. Coordinators shall comply with all local laws, rules, regulations and other governmental requirements in the context of the performance of this agreement.
- 8.14. A coordinator contravening any of the clauses shall be liable to good the losses of the company, without any monitor limitation.

9. OBLIGATIONS OF MAHAGRAM

Nothing contrary to anything contained in these presents, MAHAGRAM Hereby undertakes and agrees with Coordinator that it shall at all times during the terms of this Agreement observe and perform inter-alia the following obligation and covenants:

- 9.1. Mahagram will only extend its technical expertise to Coordinator and Coordinator's sales people and customers, for the mutual benefit of Mahagram and Coordinator.
- 9.2. Keep Coordinators informed of promotional activities, new products and policies of Mahagram.
- 9.3. If required, refer product inquiries from the Coordinator's territory to Coordinators.
- 9.4. Mahagram may periodically sponsor special incentive Programs for Coordinators to promote Mahagram's discretion.
- 9.5. Mahagram will immediately notify the coordinators of any customer making a complaint, and the nature of the complaint to permit Coordinator to respond to said Complaint.

10. RECORD KEEPING

At all time during the terms of this agreement, Coordinator shall maintain at its principal place of business full, complete and accurate books of account and records with regard to its activities under this agreement, including, without limitations, records of all transactions of the products/services including the names of Retailers, Taluqa Coordinator and End User to whom products are sold and total gross sales for each calendar month and shall produce the same for verification, inspection before Mahagram's representative as and when demanded.

11. TRADEMARK

- 11.1. The services shall be marketed and sold under the trademark "MAHAGRAM" Which belongs to Mahagram The Coordinator shall have no right, title or interest in the said trademark whatsoever. The Coordinator hereby agrees not to use trademark "MAHAGRAM" or any other trademark / tradename or service mark developed /owned by Mahagram and /or any of its affiliates under any form whatsoever (or similar trademarks, trade names and service marks) for the sale of prodcuts or the provision of services other than the products and services connected hereto. The parties agree and recognize that this agreement is not intended to create a license or any right to the Coordinator to use the Mahagram's trademarks/ trade names or logo.
- 11.2. Coordinator shall promptly notify Mahagram of any infringement or any suspected infringement or suspected infringement of trademarks etc. in the territory relating to the products of which it becomes aware, and provide MAHAGRAM with any available evidence of such infringement or suspected infringement.

12. TERMINATION

- 12.1. The company if wishes to terminate this agreement, may do so, without assigning any reason, upon written notice to coordinator of not less than 7 (seven) days prior to the date of the expiration of the term or any successive term, effective on the date such notice is received. However if the coordinator if wishes to terminate the agreement, shall serve the notice to the company of minimum 30 (thirty) days.
- 12.2. Mahagram may terminate this agreement upon one day of prior written notice delivered to Coordinator, in the event that Coordinator fails to meet its minimum targets specified in clause 7.
- 12.3. Mahagram may terminate this agreement, at its sole discretion immediately: (1) in its entirety; or (2) in respect of any specified part of the territory, without giving any notice, with immediate effect, in the event that:
  - 12.3.1. Coordinator breaches any of its material obligation under this agreement, and fails to cure such breach within 2 (two) days of receiving a communication from Mahagram specifying such breach and requiring it to be cured;
  - 12.3.2. Coordinator enters into insolvency or bankruptcy or is unable to pay its debts as they fall due, or a receiver or the equivalent is appointed, or proceedings are instituted against the party in the

- territory relating to dissolution, liquidation, winding up, bankruptcy, insolvency or the relief of creditors, if such proceedings are not terminated or discharged within fifteen (15) days;
- 12.3.3. Any event of force majeure, as defined in clause 15 hereof, occurs and prevents coordinator from performing its obligations under this agreement for a period of thirty days or more provided there is no commercially reasonable alternative;
- 12.3.4. Coordinator ceases to carry on business in the marketing of Mahagram specified products in the territory;
- 12.3.5. Any law, decree, or regulation is enacted with the territory which would substantially impair or restrict the either party's right to terminate or elect not to renew this agreement as herein provided;
- 12.3.6. An adverse event occurs which has substantially impaired the ability of coordinator to continue to perform its obligations hereunder and is unable to provide the other party with adequate assurance of future performance.

13. CONSEQUENCES OF TERMINATION

- Nothing contrary to anything contained in these presents, in the event that agreement is terminated from any cause, the following shall be the consequences:
- 13.1. Coordinator shall immediately cease representing itself as a Coordinator of MAHAGRAM and shall cease use of all Mahagram names and trademark and any signs or other material, of whatever nature, identifying him as Coordinators of Mahagram.
- 13.2. Coordinator shall forthwith make the payment for all the services or application received under confirmed order and of all outstanding dues to Mahagram within such period as provided by Mahagram Failing which Coordinator shall be liable to pay interest @ 9% p.a. till the said amount is paid to Mahagram.
- 13.3. Mahagram reserve the right to adjust/set off the outstanding amount including penal interest, if any due from the Coordinator towards Mahagram with any other amounts including commission, pending discounts, incentives due and payable by Mahagram to the Coordinator without prejudice to any other remedies and rights.
- 13.4. Mahagram Reserve the right to take any legal action in the manner provided under these presents for recovery of outstanding debts including penal interest, if any form the Coordinator.
- 13.5. In the event of termination or expiry of this agreement unless renewed, the possession of all the sample, patterns, software, hardware, instruction books, pamphlets, all price lists and pricing information, Catalogues, advertising material, circulars, signboard or any other material provided by Mahagram or branded under the Trademarks of Mahagram, to the Coordinator and available with him at the time of termination whatsoever shall be handed over by Coordinator to Mahagram upon termination or expiry of this agreement.

14. NOTICES

- 14.1. All notices required to be served by any of the parties hereto upon any other party hereto, under this agreement, shall be in writing and shall be deemed to be property, sufficiently and effectually served if dispatched by hand delivery, prepaid registered post acknowledgement due or by any other means of recorded delivery, to the following addresses of the parties;

To Mahagram:	To Coordinator:
Mahagram Payments Pvt. Ltd. Mahagram Bhawan, Besides Gauri Shankar Hotel, Vishnu Nagar, Jawahar Colony Road, Aurangabad – 431 005 Email: compliance@mahagram.in	

- 14.2. Either party may change its address for notice purpose by notifying the other of such change of address, such change of address, such notice to be as required herein.

15. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or omission in the performance of any obligation under this agreements, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including but not limited to, strikes or other labor difficulties, acts of God, acts of government, war, riots embargoes, or inability to obtain supplies ("force Majeure"). If force Majeure prevents or delays the performance by a party of any obligation under this agreements, than the party claiming force majeure shall promptly notify the other party thereof in writing.

16. INDEMNITY

16.1. Coordinator shall indemnify and hold MAHAGRAM harmless against any and all losses, damages, claims, liabilities, costs and expenses (including attorneys' fees) resulting from any breach by Coordinator or omission or any of its affiliates, officers, Retailers or employees whenever such act or omission is in connection with this agreement, contrary to the law and is so declared by a court of competent jurisdiction or as agreed between the parties.

16.2. This clause shall survive the termination of this Agreement.

17. SECRECY

17.1. All information made available under this agreement shall be kept in strict confidence from any third party without prior consent in writing of the other party. Coordinator shall not disclose to any person other than an authorized/nominated official of Mahagram any data regarding the sales/purchase of the products or any other information pertaining to Mahagram's business, the products or any other information that the Coordinator has obtained or received from Mahagram, which shall be deemed to be confidential and proprietary to Mahagram. The only exception, however ,shall be the disclosures forced by the laws, orders or regulation of governments or organizations having the necessary authorities and such disclosures shall not be deemed to constitute a violation of this articles under this agreement.

17.2. Notwithstanding the termination of this agreement, both parties shall continue to abide by the terms of its secrecy obligations under this clause.

18. WAIVER

The waiver by either party of breach or default in any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same OR Other provisions.

19. ENTIRE AGREEMENT AND AMENDMENTS

This agreement constitutes the entire agreement between the parties with respect to the subject matter. No modification, variation, amendments or supplements to this agreement shall be effective for any purpose unless in writing, signed by each party.

20. ARBITRATION AND JURISDICTION

20.1. Regardless of the place of contracting, place of performance or otherwise, this agreement and all question relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the state of Maharashtra. Mahagram and Coordinator agrees that any dispute arising under this agreement shall be submitted to arbitration of a sole arbitrator in accordance with and subject to the provisions of Arbitration and Conciliation Act, 1956, who shall be the nominee of the Director of Mahagram.

20.2. The arbitrator shall have exclusive authority to resolve any dispute relating to the rights, obligations of parties, interpretation, applicability, enforceability or formation of this agreement. The arbitrator shall issue a written opinion and award, which shall be signed and dated and shall be enforceable in any court having jurisdiction thereof. The venue of arbitration shall be

Mahagram's registered Office and all legal related matters will be under the jurisdiction of High Court of Aurangabad.

21. MISCELLANEOUS

- 21.1. This agreement is an arrangement between the company and coordinator for promoting the business of former, and in no anyway allow or assign an authority to later to represent or presume or become the partner, officer, shareholder or employee of the company or representative of any banking or financial institution or any other company with whom Mahagram or its associate companies have or may have tie-ups. The coordinator contravening this clause shall be personally liable for any consequences and also indemnify the company from the consequences occurring out of such contravention.
- 21.2. The coordinator has satisfied himself about the business of the company and company's authority to do so.
- 21.3. The coordinator understand that he shall be entitled to receive only the defined commission from the company and no any other reimbursement, compensation, benefits or incentives at any period of time.
- 21.4. The coordinator agrees to prohibit himself from taking any legal action against the company or to initiate or support march and rallies against the company or its management or associate companies.

In witness whereof, the parties hereto have executed these presents on the day, month and year mentioned above.

<p>Signed and delivered for and on behalf of Mahagram Payments Private Limited</p>  <p>Director the party hereto of the First Part In the presence of</p>  <p>Witness</p>	<p>Signed and delivered</p>  <p>Name: the party hereto of the Second Part In the presence of</p>  <p>Witness</p>
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SCHEDULE I  
(Refer clause 1.4)

	District Coordinators	Taluqa Coordinator	Total Channel Share
Sign on Commission in percentage %	4 (four)	8 (eight)	12 (twelve)
Commission on Sale of Services	As communicated by the company time to time.		

SCHEDULE II  
(Refer clause 1.10)

TERRITORY ASSIGNED TO COORDINATOR:
Detailed Territory: