

TRIUMPH TECHNOLOGY SERVICES PRIVATE LIMITED - MERCHANT TERMS & CONDITIONS

By making an application to Triumph Technology Services Pvt Ltd and signing their Application form, the Merchant hereby confirms the acceptance of and is deemed to have accepted and acknowledged the terms and conditions of Triumph Technology Services Pvt Ltd, as mentioned in this document which the Applicant has read and understood, and which terms and conditions are integral to and are deemed to form part of the Application Form.

1. DEFINITIONS & INTERPRETATION:

1.1. All definitions and Interpretation are contained in Schedule I herein

2. INCORPORATION OF DOCUMENTS:

2.1 All INCORPORATION OF DOCUMENTS are contained in Schedule I herein

3. OBJECTIVE:

- 3.1 Each Party intends to promote its own business by sharing the equipment, technology, experience and other facilities provided or agree to be provided by a Party to the other Party under this arrangement.
- 3.2 Triumph provides a technology platform that connects customers to banks and NBFCs in order to apply for a loan to pay for goods and services sourced from the merchant. The platform helps the customer apply for the loan digitally and complete all requirements through a mobile App that can be downloaded from the Android and iOS App store. Once the loan is approved, the proceeds of the loan are disbursed directly to the merchant after deducting any processing fees and other charges that are recoverable from the customer. Additionally, if the merchant is offering any subvention to Triumph, the same will also be deducted from the loan proceeds transferred to the merchant. The merchant recovers the balance amount payable towards the full price of the goods and services directly from the customer. The loan is repaid by the customer to the NBFC or Bank through the Triumph platform in equal monthly instalments The relationship between the Parties is purely a business relationship based upon Principal-to Principal arrangement and shall, unless expressly provided otherwise, never be construed as partnership, or joint venture, or master-servant, principal-agent arrangement between the Parties for any purpose whatsoever and the Merchant shall not act or attempt to act or represent itself directly or by implication as an agent/ partner of TRIUMPH or incur any obligation on behalf of or in the name of TRIUMPH.
- 3.3 TRIUMPH neither guarantees any minimum sale or business to the Merchant nor undertakes to provide any kind of service or facility for consideration to the Merchant and the Merchant shall be solely responsible for all its business and undertakes to bear all losses or profits arising out of such business.
- 3.4 Triumph will and shall not be responsible to the Merchant or the Customer in any manner should there be a rejection of loan based on the credentials of a Customer/(s)
- 3.5 Triumph grants Loan (as defined herein below) to Customers UNDER THE BRAND NAME "Dili" (URL www.dilinow.com) after approval of the prescribed Loan Documents [including all personal, demographic, financial, credit bureau and any other information that the Customer may be asked to provide is submitted to TRIUMPH or any of the finance company with whom Triumph has tied up (hereinafter called "associates"). The same can be submitted in digital or paper form as required by Triumph or its associates.
- 3.6 The Merchant , who intends to do business with TRIUMPH and provide loan facility to its Customers, may obtain registration with TRIUMPH after agreeing to, and abide by, the terms and conditions mentioned herein below, as may be amended from time to time (hereinafter referred to as "Merchant Registration Agreement").
- 3.7 The Merchant further agrees to execute such necessary documents or provide such necessary consent (either orally or in writing or through digitally), as may be deemed necessary by TRIUMPH to give effect to the Merchant Registration Agreement.

4. REPRESENTATIONS AND WARRANTY BY MERCHANT:

4.1 The Merchant hereby agrees to abide by, and continue to abide by, the representations made to TRIUMPH in Merchant Registration Application.

5. OBLIGATIONS OF THE MERCHANT:

- 5.1 The Merchant shall provide complete assistance to TRIUMPH and its representatives for the purposes of processing Loan to the Customers. The Merchant shall inform its Customers about the various services/ facilities/ Loan Schemes of TRIUMPH. The Merchant will facilitate the download of the mobile App of Triumph from the App store of Android and iOS by initiating an SMS message containing the link to download this APP or by any other means and tools provided by Triumph. The Merchant shall allow TRIUMPH's Representatives to enter the Merchant's Premises during the business hours. The Merchant shall allow TRIUMPH's Representatives to enter the Merchant's Premises and supervise the observance of the Loan process by the Merchant and the Merchant's Representatives.
- 5.2 Unless directed and/ or consented by TRIUMPH in writing or expressly agreed under this Merchant Registration Agreement, the Merchant shall not represent to the Customer in any manner whatsoever that the Merchant / Merchant's Representative is the agent of TRIUMPH or that the Merchant has the authority to approve the Loan on the Commodity to any Customer. The Merchant shall not and is not entitled to promise or guarantee any approval of Loan Amount to the Customer without the prior written consent of TRIUMPH.
- 5.3 The Merchant shall not provide any misleading or wrong information to the Customer about TRIUMPH or its Loan Schemes. The Merchant shall explain to the customer about the Services and applicable programme fee and mode of payment of such programme fee.
- 5.4 The Merchant shall co-operate with TRIUMPH, at no cost to TRIUMPH, in placing such marketing or advertising materials as may be specified by TRIUMPH in Approval Letter at such conspicuous places of the Merchant's Premises where the visitors and Customers can clearly notice the same. The Merchant shall not use the logo, trademark and/ or the name of TRIUMPH for any purpose whatsoever except so far as consented by TRIUMPH in writing.
- 5.5 The Merchant shall participate in all training programmes organised by TRIUMPH for its employees and designated officers.

- 5.6 The Merchant shall not hold any of his own marketing or promotional campaigns or actions presenting the Loan Schemes without the prior written approval from TRIUMPH, whereas the Merchant shall provide for the purpose of the prior approval to TRIUMPH all materials to be used during such campaigns or actions.
- 5.7 The Merchant shall permit without any extra costs, hoardings, banners and other advertising materials in the Merchant's Premises including website, mobile App etc. and use the same to inform the Customers about the various services/ facilities/ Loan Schemes offered by TRIUMPH
- 5.8 The Merchant shall share the list of all the employees, representatives and/ or agents working for the Merchant at the Merchant's Premises along with their email addresses and the mobile contact information with TRIUMPH from time to time. The Merchant authorises TRIUMPH on behalf of such employees, representatives and/ or agents to communicate with such employees, representatives and/ or agents as may be required by TRIUMPH from time to time. The merchant shall share all product / commodity / service details with Triumph including but not limited to, the product details, pricing, profit margins and other details as may be required by Triumph from time to time.
- 5.9 The Merchant and Merchant's Representatives undertake to follow and abide by the instructions/ directions of TRIUMPH relating to Loan process as communicated by TRIUMPH to the Merchant from time to time.
- 5.10 The Merchant shall inform TRIUMPH about any change in constitution, control and management, legal status, name, address, bank account and/ or nature of the business of the Merchant within 5 days of the change.
- 5.11 The Merchant shall not interfere in the business operations of TRIUMPH or working of the representatives of TRIUMPH.
- 5.12 The Merchant shall provide complete assistance to TRIUMPH and its representatives for taking actions against the defaults committed by any Customer against TRIUMPH.
- 5.13 The Merchant shall immediately inform TRIUMPH where a Customer, who has purchased the Product / Commodity/ service on Loan/ finance from TRIUMPH, has approached the Merchant for replacement/ exchange of such Commodity.
- 5.14 The Merchant shall not charge any mark-up or hidden cost from the Customers buying the Product / Commodity/ service on Loan provided by TRIUMPH.
- 5.15 The Merchant shall be solely responsible for all the grievances of the Customer relating to any defect, delivery or functioning of the Commodity.
- 5.16 The Merchant shall immediately inform TRIUMPH if the Merchant is aware or becomes aware of or about the criminal background of the Customer, or inability of the Customer to repay Loan, or any other information that may impact the decision of TRIUMPH to approve the Loan to the Customer.
- 5.17 The Merchant hereby acknowledges and agrees to receive from TRIUMPH only the Merchant Disbursed Amount directly into the Merchant's bank account registered with TRIUMPH, with respect to the purchase of the Product / Commodity/ service to be financed under the Loan agreement entered into by TRIUMPH (including its partner NBFC and/or banks) and the Customer.
- 5.18 The Merchant hereby acknowledges and agrees to receive directly from Customer only the Customer Contribution with respect to the purchase of the Product / Commodity/ service to be financed under the Loan agreement entered into by TRIUMPH (including its partner NBFC and/or banks) and the Customer.
- 5.19 Where any information and/ or document is demanded by TRIUMPH either for the purpose of providing Loan to the Customer or for the settlement of accounts in terms of this Merchant Registration Agreement, the Merchant undertakes to provide true, complete and timely information/ documents as required by TRIUMPH.
- 5.20 Where the Loan agreement of TRIUMPH with any Customer is cancelled before the delivery of the Commodity, TRIUMPH shall as soon as possible inform the Merchant not to deliver the Product / Commodity/ service to the Customer and the Merchant shall be obliged to immediately follow such instruction. The transaction for the Product / Commodity/ service for which the Loan agreement was executed between TRIUMPH and Customer shall be treated as cancelled and no rights and liabilities shall accrue to either of the Parties. The Merchant hereby acknowledges and agrees that TRIUMPH shall have the right to cancel the payment of the Merchant Disbursed Amount on the Product / Commodity/ service payable by TRIUMPH in such cases or claim its return should the
- 5.21 Merchant Disbursed Amount on the Product / Commodity/ service has already been paid to the Merchant and the Merchant agrees to return this amount without demur or delay.
- 5.22 The Merchant hereby acknowledges and agrees that if the Merchant has already received the Customer Contribution, fully or partially from the Customer, and the Loan application of the Customer is rejected by TRIUMPH, the amount of Customer Contribution received by the Merchant will be directly returned to the Customer without any demur and delay. TRIUMPH will have no role to play in this situation.
- 5.23 The Merchant hereby acknowledges and agrees that if the Merchant becomes incapable of or proceeds with cancellation of delivery of Product/Service/Commodity before the commencement of delivery, the Merchant will immediately return in full all amounts received from TRIUMPH (including its partner NBFC or bank) and Customer to TRIUMPH and Customer respectively.
- 5.24 The Merchant hereby acknowledges and agrees that if the Merchant becomes incapable of or proceeds with cancellation of delivery of Product/Service/Commodity after the commencement of delivery, the Merchant will immediately return in full all amounts received from TRIUMPH (including its partner NBFC or bank) and Customer to Customer as per settlement terms with Customer with respect to the amount to be returned.
- 5.25 The Merchant hereby agrees to give full assistance in all manner to TRIUMPH as required by TRIUMPH for recovery of EMIs from errant or defaulting customers or as and when sought by TRIUMPH.
- 5.26 The Merchant shall assist TRIUMPH and its partners to provide Value Added Services (herein after referred to as "Services") to the customers visiting at Merchant Premises, the details of which shall be separately shared by TRIUMPH time to time through Means of Communication.
- 5.27 The Merchant and TRIUMPH may, with the mutual consent, add any other equipment or change the specification or quantity of existing equipment in future.

6. CONSIDERATION PAYABLE TO THE MERCHANT:

- 6.1 TRIUMPH shall make payment to the Merchant of the Merchant Disbursed Amount. Any such payment shall be subject to Tax deducted at Source (TDS) as well as subject GST provisions as stipulated under law and rules thereunder.
- 6.2 The Merchant agrees that in case any credit, refund or other benefit is denied or delayed to TRIUMPH or due to non-furnishing or furnishing of incorrect or incomplete documents by the Merchant, it would reimburse TRIUMPH the loss including, but not limited to, the input tax credit loss, interest and penalty and TRIUMPH shall have the right to set-off such loss or input tax credit loss, interest and penalty from any amount payable to the Merchant.
- 6.3 TRIUMPH may run sales incentive schemes from time to time and TRIUMPH may agree to pay incentives to the Merchant's Representative based on performance criteria and all such payments will be subject to TDS and other deductions as may be applicable under law.

7. RIGHTS AND OBLIGATIONS OF TRIUMPH:

- 7.1 TRIUMPH is a legal entity established under the provisions of the Companies Act, 1956 and financially solvent company as per the Applicable Laws
- 7.2 Triumph is entitled to and Merchant is obliged to allow an inspection or audit (with access to all relevant data and information, including but not limited to its security practices, control processes, business records directly relevant to the Merchant Registration Agreement, its financial statements, audit reports, technology software, hardwares including such software or hardware which has been outsourced to another company and all other documents which the Merchant may be called upon to produce for the purposes whatsoever of ascertaining the financial and operational viability of the Merchant) of arrangement and of the implemented technical and security mechanisms that could be realized by TRIUMPH, or any affiliate, consultants, advisors of TRIUMPH or by Reserve Bank of India, or other regulatory authority having jurisdiction upon TRIUMPH and/ or triumph or by any authorized representative of such regulatory authorities to inspect the provided services. In such case the Merchant is obliged to provide any reasonably requested information and cooperation including the possibility to perform any monitoring and controlling activities in the Merchant 's Premises or any other locations where the activities under this arrangement are performed (e.g. operation centres, server rooms etc.)
- 7.3 Triumph is entitled to and the Merchant is obliged to provide TRIUMPH with any reasonably requested data and other information relating to this arrangement and/ or Commodity provided to the Customer under finance from TRIUMPH and to inform TRIUMPH without any delay, however not longer than within 24 hours of any imminent or arisen threat to the sound performance of the obligations under this contract including, but not limited to, any security incidents, power outage, data leakage or any other circumstances, which could negatively affect the Merchant 's ability to duly fulfil his obligations under this contract.
- 7.4 Triumph is entitled to and the Merchant is obliged to inform TRIUMPH by the specified e-mail address at least fifteen (15) working days in advance about any planned changes in the provision of services or any planned changes in the infrastructure of the services provided that could possibly negatively affect the provision of services under this contract.
- 7.5 All such audits or reviews will be at the expense of Triumph. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Merchant shall be bound and liable to promptly reimburse to TRIUMPH for such discrepancies or overcharges, and for the cost of the audit.
- 7.6 Notwithstanding anything contained in this Merchant Registration Agreement, TRIUMPH shall have the absolute right to adjust the whole or part of any amount payable by TRIUMPH to the Merchant either under this arrangement or otherwise, with the amount (a) collected by the Merchant from the Customer but not remitted to TRIUMPH as well as the penalty amount or (b) of any loss, damage or injury caused to TRIUMPH or Indemnified Persons because of any negligence, mistake, or wilful error of Merchant / Merchant's Representative and/ or (c) of any nature payable by the Merchant under any arrangement whatsoever or any order of Concerned Authority. Except with the prior approval in writing of TRIUMPH, the Merchant shall have no right whatsoever to setoff or adjust any amount which the Merchant is liable to pay either to TRIUMPH or to the Customer with the amount TRIUMPH is liable to pay the Merchant.

8. OFFENCE DETECTION AND PREVENTION MEASURES

- 8.1 The Merchant undertakes to provide complete support and assistance to TRIUMPH in detecting, investigating and preventing any offence that may be committed, or has been committed, by any person against the Merchant and/ or TRIUMPH.
- 8.2 The Merchant undertakes to comply with all confidentiality and data protection provisions and information Security laws under this Merchant Registration Agreement.
- 8.3 The Merchant undertakes to be very careful and responsible in dealing with KYC documents submitted by the Customer to ensure that there is no misuse of any kind in respect thereof
- 8.4 The Merchant shall not breach the terms of this Merchant Registration Agreement and shall not collude in any manner whatsoever or howsoever with the Customer in a bid to defraud or cause loss to TRIUMPH under any manner whatsoever.
- 8.5 The Merchant will always correctly interpret the facts of TRIUMPH when dealing with the customer.
- 8.6 The Merchant and its representatives undertake to follow the procedures and measures provided by TRIUMPH from time to time, with respect to the offence detection and prevention. Where the Merchant and its representatives have been complying with the Loan process and the terms and conditions of this Merchant Registration Agreement, the Merchant / its representatives shall not be held directly responsible for the Suspected Activity/ offence.
- 8.7 The Merchant or its representatives shall not accept or agree to accept any commission, gift, share of profit or any other favour, whether in cash or in kind, from the Customer as a consideration for Loan provided by TRIUMPH.
- 8.8 The Merchant and its representatives shall neither collude with the representatives of TRIUMPH, nor shall offer, or agree to offer, or pay, or agree to pay any money, share, commission, gift, share of profit etc. to the representatives of TRIUMPH, nor shall threaten the representatives of TRIUMPH for the purpose of providing the Loan to the Customers in a manner against the credit policies of TRIUMPH.
- 8.9 Where TRIUMPH suspects involvement of the Merchant and/ or its representatives in the Suspected Activity:-
 - a) TRIUMPH may investigate the matter by appointing an Investigating Officer and entrusting him with necessary powers;

- b) Investigating Officer may investigate the records of the Merchant and require any information or clarification from the Merchant or its representatives and such records or information shall not be withheld by the Merchant or its representatives;
- c) TRIUMPH shall have the right to take help of any government, law enforcement or outside agency in investigating the frauds;
- d) TRIUMPH may suspend all or any of its activities at the Merchant's Premises, including but not limited to, granting Loan to Customer, payment of Balance Amount on the Commodity, stop payment of commission till the matter under investigation is resolved to the satisfaction of TRIUMPH.
- e) The Merchant shall, immediately on demand, provide all information, documents and other material to TRIUMPH or Investigating Officer pertaining to the Suspected Activity.
- f) Where the Investigating Officer has the sufficient evidence to prove that the Merchant and/ or its representatives are involved in any offence committed against TRIUMPH, TRIUMPH shall have the right to seek any of the remedies as provided to TRIUMPH under this Merchant Registration Agreement, including:-
 - a) The remedies as provided in under clauses of Termination/Indemnity or Set off of this Merchant Registration Agreement;
 - b) To claim and recover the entire amount of loss, damages, legal costs and expenses incurred by TRIUMPH because of such offence or involvement of the Merchant and/ or its representatives in such offence;
 - c) To terminate this Merchant Registration Agreement with Merchant immediately;
 - d) To take legal action against the Merchant, including criminal proceedings, under Indian Penal Code and other Applicable Laws.

9. TERMINATION:

- 9.1 In addition to the clauses as set out in clause 8 above, and notwithstanding the same, either Party may terminate this arrangement by issuing a notice to the other Party of its intention to terminate this arrangement. Such notice must be given in writing and at least 30 days prior to the date of effecting the termination.
- 9.2 TRIUMPH shall be entitled to terminate the arrangement by TRIUMPH to the Merchant without any notice or compensation to the Merchant and/ or any third party if the Merchant or any of its representative commits any breach of the terms & conditions of this Merchant Registration Agreement or fails to comply with any Applicable Laws, or if any Statutory Authority, imposes remedial measures which result in legal or technical limitation or restriction in use of the services or in case of any change of regulatory framework related to the provision of the services.
- 9.3 TRIUMPH may, at its sole discretion and considering the nature of circumstances, provide an opportunity to the Merchant to rectify such defect within such period as TRIUMPH considers appropriate.
- 9.4 Where the Parties have mutually agreed to terminate this arrangement, no party shall be entitled to claim any compensation from the opposite Party where any loss is caused or damages are suffered by the Party due to the termination of the arrangement.
- 9.5 The Merchant on termination of the arrangement shall immediately cease to use the trade names, trademarks, logos or symbols, advertising, hoardings or other material, scripts/ procedures and technology provided by TRIUMPH to the Merchant. The Parties shall take immediate steps to settle the accounts upon termination of this arrangement. The Merchant / Merchant Representatives shall not be entitled to represent TRIUMPH upon termination of this arrangement.

10. LIMITATION OF LIABILITY:

- 10.1 In no event , whether as a result of breach of contract, warranty, indemnity, tort (including negligence) , strict liability, or otherwise ,shall TRIUMPH be liable to the Merchant , any employee, agent or contractor of the Merchant, or any third party, for any loss/ damage/ cost arising out of or related to this Merchant Registration Agreement and/or be liable for loss of profit or revenue, loss of use of the Equipment or part or any associated equipment, cost of capital, cost of substitute equipment, facilities, services, or replacement power, claims of Merchant's customers for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

11. INDEMNITY:

- 11.1 The Merchant agrees to indemnify and hold harmless TRIUMPH, its directors, representatives and employees ("Indemnified Persons") promptly upon demand at any time and from time to time, from and against any and all losses, claims, taxes, damages (whether or not resulting from third party claims), demands, obligations, liabilities, interest, actions, fines, penalties, royalties, costs (including reasonable attorneys' fees and disbursements) and expenses but in all cases excluding any indirect or consequential losses (collectively, "Losses") to which any Indemnified Persons may become subject, insofar as such losses arise out of, in any way relate to, or result from (i) any misstatement or any breach of any representation or warranty including the representations made by the Merchant , or (ii) the failure by the Merchant to fulfil any covenant or condition contained in this Merchant Registration Agreement, or (iii) any claim or proceeding by any third party (including Governmental Authority) against the Indemnified Persons arising out of any act, deed or omission by the Merchant or (iv) any Suspected Activity .
- 11.2 TRIUMPH shall have the following remedies available under this Merchant Registration Agreement in case of any of the default committed by the Merchant
 - a) To terminate the arrangement without any notice or compensation to Merchant
 - b) To set off the losses arising to TRIUMPH as a consequence of any of the defaults by the Merchant from any amounts payable to TRIUMPH under this Merchant Registration Agreement
 - c) To set off losses arising to TRIUMPH as a result of Merchant's refusal to return the Merchant Disbursed Amount on the Commodity to TRIUMPH as per the terms of this Merchant Registration Agreement
 - d) To set of losses due to any Customer claims on TRIUMPH arising from the he refusal of the Merchant to pay the Customer Contribution on the Commodity to Customer as per the terms of this Merchant Registration Agreement
 - e) In no event shall TRIUMPH be liable to the Merchant, any employee, agent or contractor of the Merchant, or any third party, for any loss/ damage/ cost arising out of or related to this Merchant Registration Agreement. TRIUMPH's aggregate liability under this

Merchant Registration Agreement shall in any event not exceed the Merchant Disbursed Amount due and payable to the Merchant for the Commodity after all adjustments as TRIUMPH may consider appropriate, pursuant to this Merchant Registration Agreement up to the date of termination of this arrangement.

- f) To be compensated/indemnified for all damages and losses in connection default committed by the Merchant whether or not Merchant may have been negligent or at fault (i) for Merchant's breaches of this Merchant Registration Agreement, and (ii) for any claim, including IPR Indemnification applies, made by a third party (including employees of Supplier) against TRIUMPH in connection and to the extent that the respective liability, loss, damage, injury, cost or expense was caused by, relates to or arises from this Agreement.

12. CONFIDENTIALITY:

- 12.1 The Merchant including Web Merchant through website, mobile App etc must treat the following information including information received electronically or otherwise as confidential and shall not share it with any third party:
- a) any trade secrets, knowledge, data or other information of a party relating to Commodity, services, research and development activities, inventions, discoveries, processes, software, titles, concepts, know how, designs, formulas, algorithms, test data, technologies, customer lists, details of payment made by Customer, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to the business or research of a party, or which a party knows or has reason to know is considered confidential;
 - b) the provisions of this Merchant Registration Agreement and all information provided to a Party by the other Party under this Merchant Registration Agreement, including without limitation, technical, operational, marketing, billing, pricing and commercial information;
 - c) KYC documents, personal details, financial details or credit bureau details of the Customer.
- 12.2 TRIUMPH's Technology as may be shared by TRIUMPH with the Merchant as per the terms of this Merchant Registration Agreement;
- 12.3 The documents and information collected from the Customer for the purpose of providing Loan to such Customer.
- 12.4 However, the aforesaid obligation shall not apply in cases where such information is generally available to the public, or where such confidential information is required to be disclosed pursuant to the Applicable Laws, or under any order, direction, issued by the Competent Authority.
- 12.5 The Merchant authorises TRIUMPH to share the personal as well as business information of the Merchant, as available with TRIUMPH, with other partners for verification, with other person(s) for the purpose of evaluating and/ or promoting new business opportunities for the Merchant or TRIUMPH anytime without any prior intimation to the Merchant.
- 12.6 The obligations under this Clause shall continue and survive a period of 2 (two) years after the termination or expiration of the arrangement under this Merchant Registration Agreement.

13. DATA SECURITY:

- 13.1 In case the Merchant including Web Merchant through website, mobile App etc enters into arrangements with other banks and /or financial institutions which are similar to this arrangement with TRIUMPH, the Merchant shall ensure that it maintains at all times during the tenure of this Agreement a conflict of interest policy with a view to taking at reasonable steps to prevent a conflict of interest constituting or giving rise to a material risk of damage to the interests of TRIUMPH.
- 13.2 Merchant including Web Merchant through website, mobile App etc. shall ensure that it shall not keep with itself any copy or record of the Customer (including in electronic form) given to Merchant (hereinafter called as "Customer Data") and submit the same to TRIUMPH immediately on the receipt of such data from any source whatsoever. As and when demanded by TRIUMPH, Merchant shall issue a certificate duly signed by its Director or appropriate authority to TRIUMPH stating that no Customer Data has been stored or maintained by Merchant in violation of these terms and conditions.
- 13.3 Merchant declares and confirms that Merchant has ensured that all data is secured and it has all necessary rights to take necessary actions to keep such data safe and secure.
- 13.4 Merchant agrees to comply with applicable regulatory, data protection standards, and information security requirements for financial institutions or third parties servicing financial institutions based on the type of confidential information received, accessed or transmitted from or to each financial institution and/or the type of access to financial institution systems.
- 13.5 During the provision of this arrangement, the Merchant shall use only those computing resources which meet the following security requirements (hereinafter referred to as the "Security Requirements"):
- 13.6 Encryption of storage with information's (documents, emails, etc.) related to TRIUMPH and/or provision of services;
 - 13.7 Use of antivirus software, updated in regular intervals not exceeding 2 days;
 - 13.8 Use of local firewall;
 - 13.9 Encrypted email communication;
 - 13.10 Regular check (at least 1 per month) and installation of security patches (operating system and applications 3rd party);
 - 13.11 Access to client's internal network will be allowed only when using VPN issued and approved by the client;
 - 13.12 Setup of secure policy for installation of SW on endpoint
 - 13.13 It will use standard authentication and authorization rule for access to endpoint;
 - 13.14 Limited access to any database that includes clients' data.
 - 13.15 For the avoidance of doubts all the data transferred from TRIUMPH

14. SUCCESSORS AND ASSIGNS:

- 14.1 The rights and benefits of this Merchant Registration Agreement shall inure to the benefit of, and be enforceable by, TRIUMPH's successors and assigns. The rights and obligations of the Merchant under this Merchant Registration Agreement may only be assigned with the prior written consent of TRIUMPH, which may be withheld in its sole discretion. Nothing contained herein shall prevent the use by or the assignment or transfer of rights and obligations under this Merchant Registration Agreement by TRIUMPH to any of its divisions, its parent

body, its subsidiary or associate and the Merchant shall be bound to the transferee/assignee in like manner and on like terms as it is bound to TRIUMPH under this Merchant Registration Agreement.

15. TRIUMPH TECHNOLOGY/INTELLECTUAL PROPERTY RIGHTS:

- 15.1 Where TRIUMPH's technology is used in the Merchant's Premises, the Merchant undertakes and confirms that:-
- a) The Merchant shall provide utmost safety and take reasonable precautions to protect TRIUMPH's Technology from unauthorised access, thefts, misuse, database corruption/ deletion and other possible threats and dangers that may occur or be caused to TRIUMPH's Technology in the Merchant's Premises.
 - b) TRIUMPH's Technology shall remain the property of TRIUMPH and the Merchant shall have no right of any nature whatsoever on TRIUMPH's Technology.
- 15.2 This Merchant Registration Agreement also governs the use of any telephone (either through human interface or AVR), fax, e-mail and short messaging service (sms) by the Parties as well as the mobile applications, online portal and/ or other options (both digital and physical) as may be made available/used by TRIUMPH to its Merchants during the period of this arrangement for the purpose of performing obligations by respective Parties and sending/ receiving notices and correspondence from each other (hereinafter all such options are referred to as "Means of Communications"). Such Means of Communications may also be used by the respective Parties for communicating data/ information which may be confidential in nature, such as, log-in id and passwords for using TRIUMPH's Technology, Customer's details, Merchant's payment details etc. The Merchant has provided the e-mail addresses and mobile contact details of the Merchant's Representative which shall be used for aforesaid Means of Communication. Any notice/ intimation given, or any instruction provided, or any communication delivered by TRIUMPH to the Merchant and/ or any consent given, or any arrangement agreed by the Merchant by the use of any such Means of Communication shall be valid and binding on the Merchant. The Merchant authorizes TRIUMPH to accept all the instructions/ applications/ requests made by Merchant through any of such Means of Communication opted by the Merchant. The Merchant agrees that the phone number, e-mail address and other details provided by the Merchant are owned by and belong to the Merchant / Merchant's Representative only. The Merchant understands and agrees that accepting requests/ instructions through any of the means of communication shall at all times be subject to the sole discretion of TRIUMPH and that TRIUMPH may, at its sole discretion, refuse to act on such requests/ instructions. The Merchant is obliged to keep any password and any identification number designated by or provided to him hereunder as confidential, and he shall be responsible for any consequence that may arise from the use of such password by any other Person. TRIUMPH shall not be liable in any manner for access to the account of the Merchant by use of the user password by any Person whomsoever.

16. CHANGES AND AMENDMENT:

- 16.1 TRIUMPH has the irrefutable right to modify any of the terms and conditions of the Merchant Registration Agreement and Specific Terms and Conditions along with schedules as mentioned in Approval Letter.
- 16.2 TRIUMPH shall intimate the Merchant about the modifications and objections, if any, raised by the Merchant on such modifications shall be communicated at the address provided in Approval Letter to TRIUMPH within 07 days of such modifications.
- 16.3 If the Merchant does not raise any objection on the modifications made to the Merchant Registration Agreement and Specific Terms and Conditions and schedules provided in Approval Letter within 07 days of such modification, then such modifications will be deemed as accepted by the Merchant.
- 16.4 Notwithstanding anything contained herein, the Parties hereto agree that they shall take immediate steps to reach an agreement, if so required, on all/any such modifications made by TRIUMPH. Failure to reach an agreement entitles the Merchant to terminate this Merchant Registration Agreement as per Clause 9

17. FORCE MAJEURE:

- 17.1 Neither Party shall be liable for any delay in performing or for failure to perform its obligations under a respective Order if the delay or failure results from an event of "Force Majeure." For clarification, Force Majeure means an event that was not foreseeable by the affected Party at the time of execution of the Merchant Registration Agreement including any Pandemic or government orders, is unavoidable and outside the control of the affected Party, and for which the affected Party is not responsible, provided such event prevents the affected Party from performing this Merchant Registration Agreement despite all reasonable efforts, and the affected Party provides notice to the other Party within five (5) calendar days from occurrence of the respective event of Force Majeure.
- 17.2 If an event of Force Majeure occurs which exceeds thirty (30) calendar days either Party shall have the right to terminate the relevant Order forthwith by written notice to the other Party without liability to the other Party. Each Party shall use its reasonable endeavours to minimise the effects of any event of Force Majeure

18. GOVERNING LAW AND DISPUTE RESOLUTION:

- 18.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India and the courts in Mumbai shall have the exclusive jurisdiction
- 18.2 TRIUMPH shall appoint relationship manager to assist the Merchant in routine operational matters provided that such relationship manager shall have no authority to effect any change in terms & conditions of this Merchant Registration Agreement or the Approval Letter. Where the Merchant has any complaint/ query and the same has not been redressed by such relationship manager to the satisfaction of the Merchant, the Merchant may escalate the complaints/queries as per the escalation matrix provided herein below. TRIUMPH shall make best efforts to resolve the complaints/queries in a timely manner and the Merchant shall be informed about the same on immediate basis.
- 18.3 All issues should be escalated by the Merchant to the Operations Department contactable at support@dilinow.com and 9619277859
- 18.4 The escalation matrix provided here is only for the purpose of addressing the complaints/ queries of the Merchant relating to routine

business operations. Any change in terms & conditions of this Merchant Registration Agreement shall be dealt with in the manner provided in Clause 16 aforesaid and not otherwise.

- 18.5 Every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Merchant Registration Agreement or the subject matter thereof shall be referred to the sole arbitrator to be appointed by TRIUMPH for arbitration in the territory of Mumbai (Maharashtra) as per the provisions of the Arbitration and Conciliation Act, 1996 with such modification and amendments as may be time being in force and the decision of the arbitrator shall be final and binding on the Parties. Subject to arbitration clause, Parties to this arrangement agree that all the judicial and/or legal proceedings relating to or arising out of this Merchant Registration Agreement as maintainable under law shall be filed by either Party to this arrangement in the competent courts situated at Mumbai, Maharashtra only and in no other courts irrespective of the factors like the location of business of any Party to this arrangement or convenience of either Party or any other

19. MISCELLANEOUS:

19.1 EXPENSES

Each of the Parties shall pay their respective legal, accounting and other professional advisory and other fees, costs and expenses incurred in connection with this arrangement established under Merchant Registration Agreement.

19.2 ENTIRETY

This Merchant Registration Agreement along with the Approval Letter constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, schedules, understandings, commitments and assurances, either written or oral relating to the subject matter of this arrangement.

19.3 SEVERABILITY

If any provision of this Merchant Registration Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Merchant Registration Agreement shall continue to remain in full force and effect.

19.4 RIGHTS OF THIRD PARTIES

Nothing expressed or implied in this Merchant Registration Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Merchant Registration Agreement or any transaction contemplated by this Merchant Registration Agreement.

SCHEDULE I: DEFINITIONS & INTERPRETATION:

1. "Application Form" means the application form, as prescribed by TRIUMPH and its associates from time to time, signed and submitted by the Customer to avail the Loan.
2. "Applicable Laws" shall mean all by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the Effective Date or thereafter as applicable to the Parties, or to the subject matter of this Merchant Registration Agreement, as the case may be.
3. "Approval Letter" shall mean the document issued by TRIUMPH approving the registration of Merchant's for doing business with TRIUMPH and containing the commission payable by Parties, details of employees appointed by Merchant and Service of Notice and Means of Communications.
4. "Advance EMI" means any equated monthly instalments that are paid by the Customer in advance towards repayment of the Loan.
5. "Competent Authority" means and includes the Central Government, State Government, Commission, Forum, Municipal Authorities, other local Authorities, the Courts of Law, the Tribunals, or any other judicial/ quasi-judicial/ administrative authority, RBI having the jurisdiction over all or any of the matter arising from or touching this Merchant Registration Agreement.
6. "Commodity/ Product/service" means the goods and / or services available for sale at the Merchant's Premises for which TRIUMPH has agreed to provide the Loan to the Customer.
7. "Customer" means a person who applies to TRIUMPH for any kind of loan.
8. "Customer Documents" means the identity proof, residential address proof, recent photograph and income proof of the Customer as per the applicable standards of TRIUMPH and include such other documents of the Customer as may be required to be collected from the Customer under Applicable Laws as well as Triumph and its associates' internal policies.
9. "Customer Contribution" means the total amount that the Customer directly pays to the Merchant towards purchase of the Goods and Services. It is the sum total of the (i) Down Payment, (ii) Advance EMIs if any, (iii) Processing Fees and Charges and (iv) Initial Period Interest if any, recoverable from the Customer. This amount is paid directly to Merchant by the Customer prior to TRIUMPH disbursing the Loan proceeds to the Merchant
10. "Down Payment" means the difference between the Total Price of the Commodity and the Loan Amount approved by TRIUMPH. This is the amount that the Customer agrees to pay directly to the Merchant towards the purchase of Goods and Services from the merchant and is one component of the Customer Contribution.
11. "Merchant" means the person/entity who has applied for the registration of Merchant with TRIUMPH and the details of which is contained in Approval Letter.
12. "Merchant's Premises" means the place(s) where the Merchant's business is carried on and from where the Customers submits the Application Form. It is also extended to online merchants including website, mobile App as well as merchants operating from one or more physical premises
13. "Merchant 's Representatives" means the employees, agents, or representatives of the Merchant deployed in the Merchant 's Premises from time to time on whom Merchant exercises complete control and authority.
14. "Merchant Registration Application" shall mean the document submitted by Merchant for registration of Merchant Premises for doing business with TRIUMPH.

15. "Merchant Disbursed Amount" means the amount that the Merchant will receive from TRIUMPH or its partner NBFC or bank towards the purchase amount that the Customer needs to pay for purchase of Goods and Services. This amount will be computed by subtracting the (i) all fees and charges recoverable from the customer, (ii) Advance EMIs if any, (iii) Initial Period Interest if any (iv) Subvention amount as agreed with the Merchant, from the loan amount approved for the Customer
16. "Investigating Officer" means the competent person(s) appointed by TRIUMPH, at its sole discretion, to investigate the corporate/ business frauds committed in the finance sector.
17. "Initial Period Interest" means the interest applicable on the loan for the initial period before the first EMI recovery date computed at the loan interest rate, to be paid by the Customer to TRIUMPH
18. "Loan/ Loan Amount" means the amount which TRIUMPH has financed to the Customer for the purchase of the Product / Commodity/ service from the Merchant.
19. "Loan Documents" means the documents duly executed, accepted and/ or agreed upon by the Customer, including but not limited to the Borrower and co borrower Consent Form, Application form, Delivery Advice, Declaration in vernacular language, Loan Summary/ Sanction Letter, Promissory Note, ECS Mandate form, Loan Agreement, invoice of the Commodity or such other document including electronic forms of these documents as may be required by TRIUMPH to be executed, accepted and/ or agreed upon by the Customer from time to time by whatever name called.
20. "Loan Schemes" means one or more schemes designed by TRIUMPH for granting loans on various Commodities
21. "Sub-Vention Schemes" means an arrangement mutually agreed between the Merchant and Triumph whereunder the Merchant agrees to subsidise the cost of the loan to the customer by paying Triumph upfront an amount which enables Triumph to reduce the interest charged to the customer on the loan. Triumph will transfer the Customer loan amount to merchant after deducting the subvention amount and all Processing fees and any other charges recoverable from the customer.
22. "TRIUMPH's Representatives" means the employees, agents, or representatives of TRIUMPH on whom TRIUMPH exercises the complete control and authority.
23. "TRIUMPH's Technology/Intellectual Property Rights" means and includes the software programs, code, systems, devices, processes, procedures, data, concepts, proofs of concepts, ideas, designs, scripts, graphics, art work, information and databases and all other materials of any kind conceived by, produced by, purchased by, licensed to, or assigned to TRIUMPH, alone or with others, resulting from or relating to TRIUMPH's business including its Customers, and the customization, improvements and inventions made thereon, including, without limitation, all copyrightable or patentable materials, all trade secret materials and all other proprietary materials.
24. "Party" shall individually referred to as TRIUMPH and Merchant AND "Parties" TRIUMPH and Merchant shall be collectively referred to as Parties.
25. "Personal Loan" means the Loan designated as "Personal Loan" by TRIUMPH to the Customers for any legal purposes and specifically for financing the purchase of Product / Commodity/ service from the Merchant.
26. "Processing Fees" means the fees charged by TRIUMPH from the Customer on or after submission of Application Form for providing the Loan which fees shall be deducted from the Loan amount finally disbursed.
27. "Total Price of the Commodity/ Invoiced Amount" means the full and final price of the Product / Commodity/ service charged by the Merchant to the Customer for the sale of the Product / Commodity/ service and mentioned in the invoice raised by the Merchant in respect of such sale of the Product / Commodity/ service.
28. "Suspected Activity" means any act committed by a person: –
 - a) that raises suspicion that such act intends to commit fraud, forgery, cheating, criminal breach of trust or any other offence against any other person;
 - b) that raises suspicion that such an act intends to violate any of the Applicable Laws or any of the terms and conditions of this Merchant Registration Agreement;
 - c) that raises suspicion that it intends to affect the interest of TRIUMPH;
 - d) that raises suspicion that it intends to affect the interest of confidentiality including the handing over of the confidential documents and/or customer KYC documents under this Merchant Registration Agreement;
 - e) that raises suspicion that it intends to misrepresent the true facts or miscommunicate the correct facts in contravention in terms of this Merchant Registration Agreement;
 - f) that raises suspicion that it intends to be indisciplined or irresponsible in the compliance with the terms of this Merchant Registration Agreement.

INTERPRETATION:

- a. Reference to any Party shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its legal heirs, attorneys, successors, representatives and permitted assignees;
- b. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;
- c. headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Merchant Registration Agreement, references to the singular shall include references to the plural and vice versa and words denoting one gender includes all genders;
- d. The terms "include" and "including" shall mean "include without limitation";
- e. All references to this Merchant Registration Agreement shall be deemed to include any amendments or modifications to this Merchant Registration Agreement, as the case may be, from time to time.

INCORPORATION OF DOCUMENTS: Approval Letter and Merchant Registration Application and all Schedules shall form the integral part of this Merchant Registration Condition. In the event of any conflict between the Approval Letter, Merchant Registration Application and this Merchant Registration Condition, order of precedence shall be (i) Approval Letter (ii) Merchant Registration Agreement (iii) Merchant Registration Application