

## MASTER AGREEMENT

This Master Agreement (“**Agreement**”) is a contract between the **Customer** (*defined below*) and ACTYV.AI PLATFORMS INDIA PRIVATE LIMITED (formerly known as **Autolytics Technology Private Limited**, a subsidiary of ACTYV.AI PLATFORMS PTE. LTD, a Singapore incorporated entity) (hereinafter referred to as the “**Company**”).

“**The Company**” and “**Customer**” are hereinafter individually and collectively referred to as “**Party**” and “**Parties**” respectively, as the context may require.

The terms of this Master Agreement shall govern the relationship between the Parties, with respect to the use of the Platform(*defined below*) by the Customer.

### 1. DEFINITIONS:

- 1.1. “**Access Credentials**” shall mean a password or other authentication credentials, including a one-time password used by the Customer to access the Platform.
- 1.2. “**actyvGo**” shall mean one of the features of the Platform that enables digital onboarding and off-boarding of partners by digitizing document collection, information extraction, data verification, fraud checks, approval workflows, and document signing.
- 1.3. “**actyvPayLater**” or “**BNPL**” shall mean one of the features of the Platform that facilitates the buy-now-pay-later payment option for distributors and retailers onboarded with the Customer, through the Banking Partner.
- 1.4. “**actyvScore**” shall mean the health score assigned to a particular entity or business on the Platform;
- 1.5. “**Company Product**” shall mean actyvGo, actyvScore, actyvPayLater, and such other features made available by the Company through the Platform and identified in the Order Form.
- 1.6. “**Content**” means text, graphics, photographs, audio, video, or other content, including any information and data.
- 1.7. “**Customer**” shall mean the Customer identified in an Order Form.
- 1.8. “**Customer Content**” means Content that is transmitted, uploaded, or stored on the Platform by the Customer concerning the use of Platform or the Content that is collected, retrieved, and processed by the Platform at the request of the Customer.
- 1.9. “**End User**” means a person who is an enterprise, distributor, retailer, supplier, customer, or a business partner of the Customer, onboarded through the Platform.
- 1.10. “**Enterprise Health Report**” or “**EHR**” shall mean a report ascertaining the business health of an End User based on data.
- 1.11. “**Intellectual Property Rights**” or “**IPR**” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.
- 1.12. “**Order Form**” shall mean the order form executed between the Company and the Customer for use of the Platform by the Customer.
- 1.13. “**Platform**” means the web-based or mobile application-based software application distributed and operated by the Company.
- 1.14. “**Territory**” means the territory of India.

## 2. PLATFORM AND USAGE

- 2.1. The Platform amongst other things (i) enables digitization of business processes such as onboarding, etc. (actyvGo), (ii) generates actyvScore, (iii) facilitates actyvPayLater, and (iv) provides other features made available through the Platform from time to time.
- 2.2. Subject to receipt of the Fees, the Company grants to the Customer, a limited, revocable, non-exclusive, limited Territorial, non-transferable license to access and use the Platform solely in connection with using the Company Product during the Term. The Customer hereby acknowledges that all rights, title, and interest in and to the Platform and all intellectual property rights relating thereto will remain with the Company and its licensor(s).
- 2.3. The Customer will take sole responsibility for the confidential safekeeping of the Customer's account information, including the Access Credentials. The Customer also agrees to take responsibility for all activities done on the Platform through the Customer's account. If the Customer believes or has reasons to believe that the Access Credential is no longer confidential, then the Customer must immediately inform the Company.
- 2.4. The Customer acknowledges that the Company may, from time to time, collect data relating to Customer's use of the Platform in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform.
- 2.5. If actyvPayLater is one of the Company Product(s) identified in the Order, the Customer agrees to abide by the terms set out in **Annexure A** hereto.

## 3. CUSTOMER CONTENT

- 3.1. The Customer shall be responsible for the Customer Content.
- 3.2. The Customer grants to the Company a limited, non-exclusive, Territorial, non-transferable license to store, reproduce, and publish the Customer Content on the Platform as per the terms of this Agreement, solely for the purposes of making the Company Product available to the Customer.
- 3.3. Data Protection
  - 3.3.1. In compliance with the applicable personal data protection laws, the Company informs the Customer that personal data may be collected and processed by the Company as a consequence of this Agreement. The Customer expressly consents to the collection, processing, storage, and transmission of the said personal data for the purposes of this Agreement.
  - 3.3.2. The Company shall adhere to the applicable laws governing data protection while collecting, processing, and storing the said data. The Company will keep personal data as long as it is necessary to comply with the performance of the Agreement or with any legal

regulation that may be imposed on the Company that stipulates the obligation to keep the data for a longer period of time.

- 3.3.3. The Customer will have the right to request access to and rectification or erasure of personal data, or restriction or objection to processing, as well as the right to data portability. For any matter relating to personal data protection and exercising the rights aforementioned, a request can be addressed to [privacy.officer@actyv.com](mailto:privacy.officer@actyv.com).

#### **4. FEES AND TERMS OF PAYMENT**

- 4.1. Fees and timeline for payment shall be as specified in the Order Form.
- 4.2. Any undisputed invoice raised under this Agreement by the Company to the Customer shall be due and payable within 15 days from the date of the invoice and, in no event, later than 45 days from the date of the invoice. The Customer shall raise any dispute on the invoice within 5 business days from the date of the invoice, failing which the invoice shall be deemed accepted by the Customer. Disputed invoices shall be resolved amicably within 30 days from the date of the invoice, failing which, such dispute shall be resolved in accordance with Clause 11.3 of this Agreement.
- 4.3. All charges and/or payments referred to in this Agreement are exclusive of Goods and Services Tax and any other tax, duty, fee, cess, or any other levy imposed from time to time by any Government, whether central, local, or other authority, whether municipal or otherwise.

#### **5. SUPPORT**

The Company may temporarily suspend access to the Platform for any routine maintenance, updates, upgrades, or fixing any bugs on the Platform, by providing reasonable notice to the Customer. However, in the event the Customer is unable to access the Platform for any reason, the Company will provide the necessary support as set out in **Annexure B** hereto. The Company shall have the right to suspend access to the Platform in the event the Fees are overdue for more than 30 days from the due date.

#### **6. REPRESENTATION AND WARRANTIES**

- 6.1. Company represents and warrants to the Customer, and the Customer represents and warrants to the Company that: (i) it has the power and authority and the legal right to enter into the Agreement and to perform its obligations under the Agreement; (ii) it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and (iii) the execution and delivery of the Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its constitutive documents.
- 6.2. As between the Parties, the Company Product, Platform, and documentation, and all worldwide Intellectual Property Rights therein, including but not limited to any modifications, customizations, inputs, and improvements are and shall remain the exclusive property of the Company and its

licensor(s). All rights in and to the Company Product not expressly granted to the Customer in this Agreement are reserved by the Company.

- 6.3. Customer must not (a) modify, adapt, alter, translate, or create derivative works from the Company Product, Platform, or documentation; (b) distribute, sublicense, lease, rent, loan, permit access to, or otherwise transfer the Company Product or documentation to any third party through any arrangement; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Company Product or Platform.
- 6.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE.

## 7. **INDEMNIFICATION.**

- 7.1. Indemnification by the Customer. The Customer will defend, indemnify, and hold harmless Company, its parents, subsidiaries, and affiliates, and its and their respective directors, officers, partners, employees, agents, successors, and assigns ("Company Indemnified Parties") from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements, and penalties of every kind that are made against such Company Indemnified Parties ("Company Claims") to the extent that such Company Claim results from or is related to the: (a) Customer' breach of any representations, warranties, or covenants hereunder, (b) any dispute between Customer and End User; and (c) any breach of this Agreement by the Customer to the extent it relates to the Company Product / Platform.
- 7.2. Indemnification by the Company. The Company will defend, indemnify, and hold harmless Customer, its parents, subsidiaries, and affiliates, and its and their respective directors, officers, partners, employees, agents, successors, and assigns ("Customer Indemnified Parties") from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements, and penalties of every kind that are made against such Customer Indemnified Parties ("Customer Claims") to the extent that such Claim results from or is related to the Company's breach of any representations, warranties, or covenants hereunder.
- 7.3. Company Indemnity. The Company will defend at its own expense any suit or action brought against the Customer by a third party to the extent that the suit or action is based upon a third party claim that the Company Product or Platform infringes any third party's copyright or misappropriates any third party's trade secrets within the Territory and the Company will pay those reasonable costs and damages in any such action that are specifically attributable to such claim or those reasonable costs and damages agreed to in a monetary settlement of such claim. In the event that the Company Product or Platform is held to, or the Company believes is likely to, be held to infringe any intellectual property rights of a third party, the Company may, at its own option and expense, (a) modify or substitute the Company Product or Platform so that it is no

longer infringing but retains equivalent features and functionality; (b) obtain for the Customer a license to continue using the Company Product or Platform as contemplated herein. This section states the Company's entire liability and the Customer's sole and exclusive remedy for infringement claims and actions.

- 7.4. Indemnification Procedures. The foregoing indemnification obligations are dependent upon the indemnitee providing the indemnitor with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at the indemnitor's expense; and (iii) exclusive control over the defense of such indemnifiable claim and any related settlement negotiations. The indemnitor will not settle or compromise any such claim without the indemnitee's prior written consent.

## **8. LIMITATION OF LIABILITY**

- 8.1. Neither Party (nor its employees, agents, suppliers, or affiliates) shall be liable to the other for any lost profits, or any indirect, special, incidental, or consequential loss or damage of any kind, including damages for loss of use, data, or profits, whether based on contract, tort, or any other legal theory, or for damages that could have been avoided by the use of reasonable diligence, arising in connection with this Agreement, even if the Party has been advised or should have been aware of the possibility of such damages. In no event shall either Party be liable to the other for any punitive damages. The Customer specifically acknowledges that the fees set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that neither Party would enter into this Agreement without these limitations on its liability.
- 8.2. The Company's total liability to the other Party under this Agreement shall not exceed an amount equivalent to 50% of the annual Fees paid by the Customer under this Agreement.

## **9. TERM AND TERMINATION**

- 9.1. This Agreement shall come into force upon execution of the Order Form and shall be effective for a period specified in the Order Form ("**Term**").
- 9.2. Termination: Either Party shall be entitled, at any time, to terminate the Agreement at its sole discretion, only if the other Party violates any provision of the Agreement, and fails to cure the violation within thirty (30) days of a written notice from the non-defaulting Party describing the violation in reasonable detail;
- 9.3. Consequences of Termination: In the event of termination of this Agreement in accordance with the terms detailed herein, the following shall occur concurrently: (i) the Company shall immediately rescind Customer access to the Platform; (ii) all outstanding payments, fees and charges under the Agreement shall immediately become due, and the Customer agrees to pay all such sums due under this Agreement within seven (7) days from the date of such termination; (iii) each Party shall forthwith and without unreasonable delay, at the option of the other Party, return to such other Party any Confidential Information received from such other Party or destroy all copies of the Confidential Information, including where requested, provide a certificate to that

effect, within seven (7) days from such termination. The Parties may return one archival copy of the Confidential Information if required under applicable law, provided that the obligations of confidentiality as per Clause 10 shall be deemed to continue in respect of the retained Confidential Information of the other Party for the period the Confidential Information is in fact retained.

- 9.4. Survival of Termination: The provisions and any other right or obligation of the Parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement.

## 10. CONFIDENTIALITY

- 10.1. Either Party acknowledges that, it may obtain non-public information relating to the other Party, that is confidential in nature, including, but not limited to, the features, pricing details, information about the Platform's operations, and the terms of this Agreement ("**Confidential Information**").
- 10.2. Each Party shall take all steps, which shall include, at a minimum, the steps it takes to protect its own Confidential Information, to prevent the duplication or disclosure of Confidential Information. Except as expressly permitted by the Agreement, all Confidential Information shall be held and protected by a Party in strict confidence, shall be used by the recipient only as required to render performance or to exercise rights and remedies under the Agreement, and shall not be disclosed to any other third parties without the prior written consent of the other Party. Either Party will use the Confidential Information solely in connection with the aforementioned discussions and that it will not, except as required by law, disclose any Confidential Information to any of its affiliates, directors, officers, employees, or any third party, except on a "need to know" basis, to perform its obligations hereunder, who shall each agree to comply with the terms of this Clause.
- 10.3. The confidentiality obligation as set out in this clause shall not apply to (i) any information in the public domain; (ii) any information that was known to the receiving Party prior to disclosure by the disclosing Party; (iii) any information that is received from a party who did not acquire or disclose such information by a wrongful or tortious act and is not under any obligation to maintain confidentiality of such information; or (iv) any information that is independently developed by the receiving Party without reference to any Confidential Information.

## 11. MISCELLANEOUS

- 11.1. Whenever any notice is required hereunder, it shall be given in writing to the other Party, the details of which shall be specified in the Order Form.
- 11.2. All notices issued in relation to this Agreement shall be delivered by hand, by email or prepaid post, addressed to the other Party at the address specified above or at such other address as has been notified by the other Party. The notices issued in respect of this Agreement shall be deemed to have been delivered at the time of delivery (if delivered by hand), upon sent receipt (if served by email), or on the seventh business day after the date of posting (if served by prepaid post).

- 11.3. Dispute Resolution; Arbitration: Subject to Clause 11.4 below, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered in accordance with the Arbitration and Conciliation Act, 1996, for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of the arbitration shall be as specified in the Order Form. The Parties shall seek to mutually appoint an arbitrator. If the Parties cannot agree on a single arbitrator, then there shall be 3 arbitrators: one selected by each Party, and a third selected by the first two. The language of the arbitration shall be English.
- 11.4. Governing Law and Jurisdiction: The Agreement shall be governed by the laws of India and the courts at the jurisdiction specified in the Order Form shall have exclusive jurisdiction to determine any dispute or controversy arising under this Agreement. Notwithstanding anything to the contrary in Clause 11.3, neither Party shall be restricted from seeking such injunctive or equitable relief from a court of competent jurisdiction, where such Party, in its absolute discretion, so determines.
- 11.5. Amendment: Any variation, amendment, or addition of or to this Agreement shall be mutually agreed to in writing and executed by or on behalf of each of the Parties.
- 11.6. Force Majeure: The Company or its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement or where the delay or failure results from any cause beyond the Company's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, the act of terrorism, or war.
- 11.7. Non-Solicitation: Each Party agrees that neither it nor any of its affiliates will directly or indirectly solicit the employment of, or directly or indirectly employ, engage, or hire as an employee or consultant any person who is currently employed by or performing consulting services for the other Party for the Term of the Agreement and 12 months post-expiry or termination of the Agreement.
- 11.8. Severability: In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining part of the Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision(s) is consistent with the material economic incentives of the Parties leading to the Agreement.
- 11.9. Cumulative Remedies, No Double Recovery: The rights and remedies arising under or in connection with this Agreement are cumulative and, except where expressly stated otherwise, do not exclude rights or remedies provided by law or otherwise. No Party will be entitled to recover any losses relating to any matter arising under one provision of this Agreement to the extent that such Party has already recovered the same losses from the other Party with respect to such matter pursuant to other provisions of this Agreement.



- 11.10. Relationship between the Parties: The Parties are independent contractors, and nothing contained herein shall be deemed to create a relationship of employment, partnership, or joint venture. Neither Party is the agent of the other Party, and neither Party shall represent to any person that it has the power to bind the other to any agreement. The Agreement is on a non-exclusive basis, and the Company may provide products to any person, including a competitor of the Customer.
- 11.11. Assignment: This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or transferred by a Party hereto without the prior written consent of the other Party, with the exception of the Company's ability to assign this Agreement to its affiliates.
- 11.12. Acknowledgment of Relationship: The Customer hereby authorizes the use of the name and logo of the Customer, for use in the Platform, marketing decks, investor decks, and on the website of the Company, to identify the Customer as the customer of the Company.
- 11.13. Entire Agreement: This Agreement read with the Order Form constitutes the entire understanding among the Parties with respect to the subject matter hereof and supersedes all prior agreements, mail, or discussions between them relating thereto.

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## ANNEXURE A

### actyvPayLater Terms

#### 1. Definitions

- 1.1. **“Banking Partner”** shall mean a bank or non-banking financial company that is established under applicable laws and/or duly registered with the appropriate regulatory authority and regulated by applicable laws.
- 1.2. **“Borrower”** shall mean the End User who is provided with the short-term revolving credit facility by the Banking Partner.
- 1.3. **“Business Data”** shall mean to include the (i) length of relationship between the Customer and End User; (ii) invoice/bills raised by the Customer to the End User for the supply of goods or services; (iii) invoice or bills raised by the End User to the Customer for the supply of goods or services; (iv) the transaction history between the Customer and the End User; (v) the current outstanding payable by the End User to the Customer; and (vi) the current outstanding owed by the Customer to the End User from time to time;
- 1.4. **“Default”** shall mean the non-payment of any amounts due and outstanding from a Borrower to the Banking Partner for a period beyond the due date for such repayment in accordance with the terms of the facility as may be set out in the relevant agreement between the Borrower and the Banking Partner; and
- 1.5. **“Stop Supply”** shall mean the stopping of supply of products or services provided by the Customer to the End User, who is a Borrower.

#### 2. Terms

- 2.1. The Customer consents to the transfer of relevant Business Data and other information to the Banking Partner from time to time to enable actyvPayLater. The Business Data may be required to ascertain the eligibility of the prospective Borrower.
- 2.2. If an End User is an eligible Borrower (as ascertained by the Banking Partner), such End User shall be assigned a short-term revolving facility limit, which can be used exclusively for the purchase of goods or services by the End User from the Customer through the Platform. The terms of the facility shall be based on the terms agreed between the Customer and the Company. The Customer shall provide a copy of the invoice raised against the Borrower to the relevant Banking Partner within 24 hours of usage of limit or upon request for an invoice by the relevant Banking Partner.
- 2.3. The usage of the credit limit assigned to the Borrower shall be subject to reconciliation of Business Data.
- 2.4. In the event a Borrower commits a Default, then the Company shall inform the Customer to Stop

Supply and the Customer shall activate Stop Supply against such Borrower within 24 (twenty-four) hours of receipt of notice by the Customer. The broad parameters upon the occurrence of Default and the actions to be undertaken will be as follows:

Particulars	Action
Days Past Due (DPD) up to 12 days	Follow-up for collection by the Customer, the Company, and the Banking Partner.
DPD of 12 days and above	Stop Supply.

- 2.5. Without prejudice to the foregoing, the Customer agrees to Stop Supply against a Borrower if the Borrower has committed a Default and the Banking Partner requests such Stop Supply through the Company, due to the Banking Partner’s assessment of the Borrower.
- 2.6. In the event that the Customer has any outstanding dues payable to a Borrower (“Dues”), and such Borrower is required to pay the final payment/last equated monthly installment (“Final Payment”) to the Banking Partner, the Customer may, on intimation from the Company, pay the Dues to the Banking Partner towards the Final Payment, provided the relevant Borrower has provided consent in favour of the Customer to make the payment towards the Dues. It is hereby clarified that the Customer shall be required to only pay amounts equivalent to the Dues towards the Final Payment and need not make any additional payments towards the Final Payment.
- 2.7. In the event the Customer fails to supply products or services to a Borrower, for which the Customer has received payment from the Banking Partner then in the event of Default, the Customer shall be liable to rectify such Default to the extent such liability is attributable to the Customer’s failure to supply products or services.

**ANNEXURE B**

Offerings	Standard Support	Accelerated Support	Premium Support
Incident diagnosis and rectification	✓	✓	✓
Responses to service requests	✓	✓	✓
Provision of improvements	✓	✓	✓
Root cause analysis for PI (High)	✓	✓	✓
Shared Resource, CS Network	—	✓	✓
Out-of-hours planned support	—	✓*	✓
Designated resource, CS Manager	—	—	✓
Quarterly review & support planning	—	—	✓
Platform capabilities workshops & demonstrations	—	—	✓
Key benefit & value tracking assistance	—	—	✓
Product roadmap review & alignment to business objectives	—	—	✓
Adoption planning & implementation support	—	—	✓

**Support:** In the event the Customer is unable to use the Platform, then the Company will use best efforts to provide a response to those incidents to the Customer based on the severity of those incidents as detailed below, provided the Customer or its representatives provide a detailed information (including, where appropriate, such information as start time of incident, functionality affected, description of adverse impact, steps to reproduce or the Software logs) to allow Company to perform its obligations hereunder.

Priority Level	Standard Support*		Accelerated Support**		Premium Support	
	Response Time	Service Window	Response Time	Service Window	Response Time	Service Window
High	Best Effort	9 AM to 5 PM	2 Hours	9 AM to 5 PM	1 Hour	8 AM to 8 PM 364 days

		Monday through Friday		Monday through Friday		
Medium	Best Effort	9 AM to 5 PM Monday through Friday	8 Hours	9 AM to 5 PM Monday through Friday	4 Hours	8 AM to 8 PM 364 days
Low	Best Effort	9 AM to 5 PM Monday through Friday	1 Business Day	9 AM to 5 PM Monday through Friday	8 Hours	8 AM to 8 PM 364 days
Customer Touchpoints	Webform		Webform		<ul style="list-style-type: none"> <li>Webform</li> </ul> Designated CSM Email and Onsite	

***\*The Response times here are expressed in business hours. Our teams are available 9am to 5pm IST, Monday through Friday excluding public holidays.***

***\*\* Four week ends per year.***

**\* End of Document \***