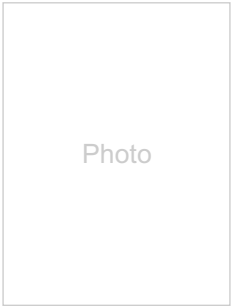




RETAIL OUTLET ENROLLMENT FORM



RO Code:

TERMINAL OXIRAIL WEB OXIMALL WEB SMS

ACQUISITION: RMU DIRECT OTHER

RETAIL OUTLET DETAILS

Name of Retail Outlet:

Retail Outlet Address:

City: Pin Code: Landmark:

Any Other Name of Shop: STD Code: Tel.: Fax:

PAN No.: CST No.: LST No.: Service Tax No.:

Contact Person: Designation:

STD Code: Tel.: Mobile No.: RO E-mail ID:

Type of Company: Pvt. Ltd. Partnership Proprietary Govt. Others (please specify):

Doing Business Since:

BUSINESS AND LOCATION DETAILS

Presently Selling Prepaid Mobile Airtime Yes No If Yes, For Which Company Your Average Daily Sale

Type of Business (tick only one):

- Chemist
- Consumer Durables
- Courier
- Cyber Café
- Dry Cleaners
- Entertainment Complex
- Food Outlet
- General Store
- Gift Shop
- Ice Cream/Juice Parlour
- Music Shop
- Paan Shop
- Petrol Station
- Beauty Saloon
- Stationary Outlet
- STD/PCO
- Telecom
- Shop Others
(Please specify)

Annual Turnover Rs. Do you accept Credit/Debit Cards Yes No Name of Acquiring Bank(s)

BANK DETAILS

Your Main Bank: A/c No.: Branch: City:

Nature of Account: Savings Account Current Account Held for: Years

INVESTMENT DETAILS

Amount Rs. Rs. (in words): DD/Cheque No.:

Bank & Branch: Dated: on A/C of Security Deposit Amount Rs. (in words):

Registration Fee/Non Refundable Security Deposit Amount Rs. (in words):

DETAILS OF DOCUMENTS BEING PRODUCED AS PROOF OF

- | | | | | | |
|-----------------|-----------------------------------|---|---|---|---|
| Identity | <input type="checkbox"/> Passport | <input type="checkbox"/> Voters ID Card | <input type="checkbox"/> Driving License | <input type="checkbox"/> PAN Card | (Others)
<small>(Please specify)</small> |
| Address | <input type="checkbox"/> Passport | <input type="checkbox"/> Voters ID Card | <input type="checkbox"/> Electricity/Telephone Bill | (Others)
<small>(Please specify)</small> | |

RO DECLARATION

I have read and understood the terms & conditions provided in the annexures and accept them as binding on me. I have understood all particulars of the investment plan chosen by me, trading process, margins and related terms & conditions at which services are provided by OSI as applicable on this date and as amended from time to time. I confirm that the information(s)/particulars supplied by me are correct in all respects.

Name of Person:

Designation: Date:

RO Authorized Signatory (with seal)



Oxygen Services (India) Pvt. Ltd.

257, Phase-I, Udyog Vihar, Gurgaon-122 016, Haryana (India). Customer Care No.: 126 699 (TATA phone users), 1860 180 2214 (All other phone users).

E-mail: feedback@myoxygen.com | Website: www.myoxygen.com

TERMS & CONDITIONS:

It is agreed between Oxigen Services (India) Pvt. Ltd. (Oxigen) and Retail Outlet (RO) as follows:

1. DEFINITIONS

- 1.1. In this agreement, including the schedules to this agreement, the following words and phrases shall have the following meaning:
 - 1.1.1. "Customer" shall mean customers of the Company (being the ROs), or the customer of the ROs, as the context may indicate.
 - 1.1.2. "End User" shall refer to the customer of the RO, to whom the RO makes a sale of prepaid products/services.
 - 1.1.3. "PIN Number" refers to a unique identification number, which upon input into end-users phone instrument grants the end-user a recharge of prepaid products/services as offered by the Company.
 - 1.1.4. "Recharge Voucher" refers to a physical recharge card with a PIN Number having the facility to top up the prepaid products/services as offered by the Company from time to time. In case of a PINLESS transaction, the recharge voucher will be called a recharge receipt.
 - 1.1.5. "Registration Fee" refers to the initial amount paid by the RO to the Company for the purpose of provisioning the Company's service(s) of mobile recharge distribution to the RO by providing him a login ID and a password and setup cost associated with it. Such money is a one time cost to the RO to begin service and is not refundable except under the schemes launched by the Company from time to time.
 - 1.1.6. "RMU" refers to Retail Outlet Management Unit, a distributor, appointed by Oxigen to promote, distribute and market retail sale of the OXIGEN Services through a network of ROs to be signed up and managed by the RMU for and on behalf of OXIGEN as per OXIGEN business and retail strategy & policies.
 - 1.1.7. "Security Deposit" refers to any security, cash or otherwise, given by the RO to the Company for the purpose of provision of Terminal Equipment and or/prepaid products/services by the Company. Such money will not carry any interest unless otherwise agreed specifically.
 - 1.1.8. "SP" shall refer to any Service Provider with which the Company has an agreement to distribute products/services.
 - 1.1.9. "Terminal Equipment" shall refer to electronic hardware devices that are capable of accepting the input of data and communicating such data to various remote computer networks and interchanging information.
 - 1.1.10. "Software Program" shall refer to various Software Programs supplied by the Company that can be installed into Terminal Equipment or computer tills enabling the dispensation of prepaid products/services electronically.
 - 1.1.11. "Effective Date" shall be the date of signing this agreement.

2. PREAMBLE

- 2.1. The RO wishes to become a retailer of electronic prepaid products and services as offered by the Company from time to time on behalf of the various SP with whom the Company has distribution arrangements.
- 2.2. The Company wishes to appoint the RO as a point of sale retailer for electronically distributing the prepaid products/services of SP through the Terminal Equipment or through Internet as per agreed terms and conditions.
- 2.3. The RO can order prepaid products/services using the Terminal Equipment supplied by the Company or through Internet in order to instantly download the same if sufficient balance of the RO is available with the Company.
- 2.4. The Parties accordingly wish to record the basis of their agreement and their respective rights and obligations as under:

3. PROVISION OF TERMINAL EQUIPMENT AND SOFTWARE

- 3.1. The Company agrees to supply, install, integrate and commission a Terminal Equipment with requisite software at the Retail Outlet or through Internet that is capable of communication with the servers/network of the Company for acceptance of orders of stock of prepaid products/services, electronic delivery of stock and dispensing electronic prepaid products/services or downloading/printing PINs for purchase by end-users of prepaid products/services.
- 3.2. The Terminal Equipment/Internet shall be operated at the RO's cost.

4. SECURITY DEPOSIT / MINIMUM BALANCE

- 4.1. Unless otherwise agreed in writing, the RO agrees to give a one time Registration Fee only to the Company for enrolling the RO and setting him up as a registered RO of the Company for the purpose of distributing prepaid products/services of various SPs either through the Terminal Equipment or through Internet. This registration fee will be non-refundable and is a charge towards setting up costs of the Company.
- 4.2. The RO agrees to provide an interest free security deposit for Terminal Equipment of an amount as mentioned in Form 1 annexed to this agreement against the Terminal Equipment supplied by the Company which will not be payable in case of web based accounts.
- 4.3. The RO agrees that the business done through this account will be as per Form 1 failing which the Company has the right to cancel this agreement and recover the terminal, if supplied. The security deposit for the terminal shall be refunded after the terminal is received by the Company.

5. CHARGES AND PAYMENTS

- 5.1. Payments for prepaid products /services purchased by the RO shall be made in advance to the Company through RMU.
- 5.2. The charges payable by the RO for products/services ordered for various denominations of various SPs shall be an amount equivalent to the face value of the airtime thereof, less the discount applicable as may be stipulated by the Company from time to time. The initial discounts shall apply from the effective date as set out in this agreement.
- 5.3. Once an order placed by the RO is executed and the products/services are delivered to the Terminal Equipment, all risks pertaining to that products/services supplied by the Company shall lie with the RO. The Company shall be entitled to charge the RO any cash handling fee and/or other banking fees and/or other relevant administration fees that may be incurred by the Company as a result of the RO depositing funds into the Company's account and/or for any debit instructions that the Bank may charge.

6. CANCELLATION / TERMINATION / FORFEITURE

- 6.1. This agreement may be terminated in the case of the Company by giving the RO ten (10) days written notice or in case of the RO by giving the Company ten (10) days written notice.
- 6.2. In case of termination of agreement or cessation of business as mentioned in clause 6.1. above, the RO will be obligated to return the terminal to the Company within next fifteen (15) days in good working condition. Failure to do so would entitle the Company to forfeit the Trading Balance and Security Deposit lying to the credit of the RO.
- 6.3. The RO shall be liable for a cancellation fee of 10% of the Security Deposit unless otherwise agreed in writing in Form 1 in case of notice given by the RO to cancel any of the services within six (6) months of signage thereof.
- 6.4. Should the RO wish to cancel the agreement with the Company, it is the RO's responsibility to return the Terminal Equipment in proper working condition from its outlet.
- 6.5. The Company reserves the right, at its sole and absolute discretion, to disconnect or suspend this arrangement to the RO without explanation and without notice, should the RO not fulfill any of his obligations herein or should the Company suspect that the RO is not acting in good faith or should any fraudulent activity be suspected or for any reason whatsoever. The RO shall be liable for any amount due or those have become payable

prior to the date of suspension/disconnection.

- 6.6. The Company has the right to forfeit the security deposit of the RO along with unused Trading Balance in case the RO neither has done any transactions using the terminal during the last thirty (30) days nor has returned the terminal in good working condition to the Company.
- 6.7. The amount of security deposit shall be returned to the RO upon termination of this agreement only on fulfillment of all the obligations by the RO, as stipulated herein.
- 6.8. The Company reserves the right to offset any payment due to it from the Security Deposit if any, payable to the RO and shall also be entitled to appropriate, without prejudice, any such payment to any other liability, which, at its own discretion it deems, the RO owes to the Company.

7. NO PARTNERSHIP

- 7.1. The Company, the RMU and the RO are independent businesses and the arrangement between them is purely contractual as governed by the terms and conditions of respective agreement and nothing contained herein shall be interpreted in such a way as to imply that the Company, RMU and the RO are partners or employer/employees, joint undertakers or shareholders for any purpose whatsoever.

8. DAMAGES

- 8.1. The Company is hereby exempted from and shall not be liable under any circumstances whatsoever to the RO for any loss, damage, whether direct, indirect, consequential or otherwise, or for any loss of profits, or other special damages of any kind whether within contemplation of the parties or not, that the RO may suffer as a result of any breach by the Company on any of its obligations under this agreement or otherwise.
- 8.2. The RO indemnifies the Company against any action for damages or otherwise (resulting as a direct or indirect consequence of the Company's performance) brought against it, by customer, and/or an end user and/or any other party.

9. DISPUTES

- 9.1. The RO shall be liable for all legal costs (including attorney and client costs) incurred by the Company in enforcing its rights in this agreement as well as for expenses incurred by the Company in exercising any rights arising out of breach of the RO's obligations herein including but not limited to collection charges and/or tracing fees.
- 9.2. Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the Parties hereto relating to or concerning or arising out of this Agreement, the same shall be referred to the sole arbitration of the Chairman and Managing Director of Oxigen, or his nominee, whose decision shall be final and binding on the Parties.
10. All disputes, obligations, performance, interpretations arising out of this agreement shall be construed under Indian laws and subject to the jurisdiction of courts at Gurgaon, Haryana.

11. ELECTRONICS AND SOFTWARE FACILITIES

- 11.1. Ownership of any Terminal Equipment supplied to the RO shall vest with the Company and shall be returned to the Company by the RO, at the RO's own cost and expense, within fifteen (15) days after termination of any part of this agreement.
- 11.2. The RO shall be liable for the replacement costs of any of the relevant items should it fail to return such equipment within fifteen (15) days in good working order condition. All risks including the risk of destruction by any kind or loss of equipment in any way shall pass on to the RO, upon taking delivery of the Terminal Equipment from the Company.
- 11.3. The RO is not permitted to sell/transfer or assign terminal to any third party.
- 11.4. The RO is not permitted to transfer or shift the terminal from one place to another place without the prior approval of the Company.
- 11.5. Ownership and copyright to any software program associated with the terminal shall vest solely with the Company. The RO shall be responsible and held liable for any unauthorized copying or modifications thereto.

12. AMENDMENTS AND NOTICES

- 12.1. The Company may amend or substitute any terms and conditions of this agreement and/or any charges by giving a thirty (30) days notice addressed to the RO or by including the amendment or substitution on or with statement sent to the RO.
- 12.2. The Company shall, with notice to the RO, cancel or withdraw, with immediate effect, any effective discount applicable to the RO account.
- 12.3. A notice sent to the RO shall be deemed to have been received by the RO within seven (7) days after sending date. The RO shall be bound by the amendments and/or substitutions unless the Company has been notified otherwise in writing within seven (7) days after receipt of notice.

13. UNDERTAKINGS BY THE RO

- 13.1. The RO undertakes not to do anything that damages the good name and reputation of the Company, its subsidiaries or its holding Company or the SP and shall protect and enhance the good name and reputation of the Company in the fulfillment of its obligations under this agreement.
- 13.2. To procure that such promotional or advertising material as may be provided by the Company or SP from time to time to the RO displayed at all times in the RO outlets in accordance with the directions and requirements of the Company.
- 13.3. To indemnify the Company and the SP against any loss, penalties or damages suffered by the Company as a result of the RO or its outlet failure to comply with all obligations, which may fall on the RO arising out of this agreement, including annexure hereto and any service level procedure manuals, as shall be made available to the RO from time to time.
- 13.4. To procure the compliance of the RO's outlets with all provisions of this agreement in the same manner as the RO is obliged to comply therewith.
- 13.5. In the event of the Company being aware of any breaches of the provisions of this clause or any provisions of the agreement by any of the RO outlets, the Company shall be entitled, without prejudice to any of its rights, to terminate services to the RO.
- 13.6. Not to sell the products/services of SP's at prices above or below the marked price as indicated by the Company. The RO will also be directly liable to the SP, in case of breach of this condition.
- 13.7. Not to indulge in or promote any unlawful, illicit or illegal activity or purposes pertaining to the line of business of the agreement or products mentioned herein. Any such activity noticed by the RO in the market place must be brought to the notice of the Company immediately.
- 13.8. Not to provide service of a similar nature from a competing company from the premises where the Terminal Equipment is installed, during the validity of this Agreement.

14. CONFIDENTIALITY

- 14.1. The RO shall not, without the prior written consent of the Company use or disclose any information whatsoever relating to any transactions to any other person or otherwise use any information acquired by it in relation to the Customers other than for the purposes of this agreement, unless such information is required to be disclosed by statutory or regulatory authority of competent jurisdiction. The confidentiality condition shall continue in force even after the termination of this Agreement in respect of information obtained during the subsistence of this Agreement.

15. GENERAL

- 15.1. The Company shall have the sole and exclusive right of whether to approve or decline to enter into this agreement with the RO or alternatively to exclude the offering of certain plans as contemplated herein.
- 15.2. The RO agrees that all the terms and conditions mentioned herein are all material to this agreement and agrees to comply therewith.
- 15.3. The obligations herein shall apply jointly and severally to the RO and his assigns.
- 15.4. The provisions of this agreement shall, as far as permitted by law, be binding upon the parties, executors, trustees, curators, legatees, heirs and other successors in title.
- 15.5. The RO may not cede or assign any of its rights or obligations in terms of this agreement without the prior written consent of the Company.

Signed: RO: Authorized Signatory:

Name:

Date:

The Company: Authorized Signatory:

Name:

Date:

Stamp:



RO Code:

INVESTMENT PLAN SELECTION FORM

RETAIL OUTLET INVESTMENT PLAN				
INVESTMENT PLAN	REGISTRATION FEE - ONE TIME NON REFUNDABLE (IN RS.)	SECURITY DEPOSIT REFUNDABLE (IN RS.)	TOTAL AMOUNT (IN RS.)	TICK ANY ONE (✓)
POS Terminal	2500	2500	5000	
Plan OxiRail Web	3500	Nil	3500	
Plan OxiMall Web	1000	Nil	1000	
Mobile Plan/SMS	2500	Nil	2500	

I hereby accept the plan as ticked above as my preferred investment plan for being a bonafide Retail Outlet (RO) of Oxigen Services (India) Private Limited (OSI) and agree to pay Registration Fee and Security Deposit, as specified, in the plan details.

I commit Rs. 20,000 per month as sales revenue within three months and Rs. 30,000 per month within six months from installation date. In case I/we am/are unable to maintain the sale commitment amount, OSI has the right to discontinue the contract without any obligation/notice and recover the terminal provided to me/us. In such a case, only the Security Deposit shall be refunded to me/us by OSI, and, only after return of the terminal in good working condition, along with, the power cable, to OSI.

I/We have understood the particulars of the Investment Plan chosen by me/us, Trading Process, Margins, and related Terms & Conditions of this agreement, as applicable on this date and as amended from time to time. The Oxigen terminal shall remain the property of Oxigen Services (India) Private Limited and will be returned to the company by me/us in good working condition, should there be discontinuation of this arrangement due to any reason whatsoever.

I/We agree with the terms of Retailer Incentive Schemes as announced by the company from time to time and as applicable to me/us for refund of security deposit based on achievement of sales target during the periods as defined in the said scheme.

For and on behalf of, Signed:

RO: Authorized Signatory
Retailer's Signature
with Stamp

RMU Signature
with Stamp

Name of Retailer/s:

.....

Designation:

Address of Retail Outlet:

.....

.....

E-mail ID:

Date:

Place: