

(On the Stamp Paper of Rs 600/-)

Standard Acquiring FASTag Agreement

BETWEEN

**AXIS BANK LIMITED
(AS THE BANK/S ERVICE PROVIDER)**

AND

M/s-----
(CUSTOMER)

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is made at Mumbai on this _____

BETWEEN

M/s _____ a company incorporated under the Companies Act, 1956/2013, with Corporate Identification Number _____ having its Registered Office at _____ (hereinafter referred to as the "**Customer**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

Axis Bank Limited, a banking company carrying on its banking business under the Banking Regulation Act, 1949 and a company under the Companies Act, 2013 having its registered office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad 380 006, Gujarat, having its Central Office at C-2, Axis House, Wadia International Centre- P. B. Marg, Mumbai 400025, Maharashtra (hereinafter referred to as the "**Bank/Service Provider**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successors and permitted assigns of the Bank, as well as divisions, subsidiaries of the Bank and their successors and assigns) of the **SECOND PART**.

The Customer and the Bank/Service Provider are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- (A) The Bank is in the business of banking and related services and also provides certain specialized services promptly and efficiently to its customers;
- (B) The customer is in the business of Toll plaza and intends to avail services of the Bank;
- (C) The Customer, relying on the representations and warranties of the Service Provider as set out in this Agreement, has agreed to avail the service of the Service Provider and the Service Provider has agreed to provide services to the Customer, more particularly described in **Schedule I** hereto, ("**Services**") at the place/s as set out in **Schedule II**, as per the consideration stated in **Schedule III** to this Agreement on the terms and conditions appearing hereinafter,
- (D) The Parties are desirous of setting forth the terms and conditions, representations, warranties, covenants and principles relating to the provision of Services by the Service Provider to the Customer; and
- (E) The Parties herein agree that Master Service Agreement, as mentioned in **Schedule I** hereto, as executed between the parties, including but not limited to all Service Level Agreements or any agreement in writing and known by any name whatsoever, for the subject services shall stand amended and restated in totality and the services contemplated thereunder shall be governed by the terms and conditions as contained in this Agreement from the date of the effect of this Agreement

NOW THEREFORE, in consideration of mutual promises and undertaking herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement, unless the context otherwise requires, shall have the meanings as set out below and as set out in **Schedule I**:

"Agreement" shall mean this Agreement, the recitals, annexures and schedules appended hereto and any amendment made thereto from time to time;

"Confidential Information" shall have the meaning as set out under Clause 12;

"Customer" for the purpose of the Agreement shall mean M/s _____
(insert the name of the entity).

"Effective Date" for this Agreement shall be _____

"Force Majeure Event" shall mean and include the force majeure events as set out under Clause 12.

"Initial Term" and **"Term"** shall have the meaning as set out under Clause 2;

"Intellectual Property Rights" shall mean all present and future intellectual property rights, whether registered and/or in respect of which registration has been applied for and is pending, in any jurisdiction including:

know-how, service marks, and related rights, data base rights and mask works, internet domain names, source code, inventions, processes, geographical indications, trade secrets, exploitation of any present or future technologies, proprietary information, and any other industrial property rights, patents, copyright, designs, trade-marks, trade or business names and product names.

"Law" shall mean: any law, enactments, code, statute, regulation, bye-law, ordinance or subordinate legislation, listing agreements, notifications, Guidelines or rules, judgment, decree and/or order,.

"Regulator" shall mean the Reserve Bank of India ("**RBI**"), Financial Intelligence Unit¹ and any other statutory or regulatory authority, as may be applicable; and

"Services" shall have the meaning as set out under recital (C);

"Regulatory Guidelines" shall mean the Procedural Guidelines for National Electronic Toll Collection (NETC) issued by NPCI and IHMCL, as amended or replaced from time to time.

"NPCI" means National Payment corporation of India who does the clearing and settlement of Toll transactions.

"IHMCL/NHAI" means Indian Highway management company ltd and National Highway Authority of India would be responsible for providing the business and Toll collection rules. They will also lay down rules and regulation

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for the management of concessionaire and will also monitor the scheme for National/state electronic Toll collection network.

"ETC Lane(s)" means the lanes facilitating ETC at the Specified Toll Plazas.

"ETC Program" means a nation-wide unified and interoperable electronic collection of User Fee based on ISO 18000:6C standards of passive RFID technology or any other state of the art technologies as the IHMCL may consider appropriate in its sole **discretion**.

"Guidelines" shall mean the IHMCL/NHAI/NPCI Guidelines, the Regulatory Guidelines, and such other guidelines or regulations or circulars or notifications or policies as may be issued in respect of the CCH program by authority from time to time.

"POS" or "Point of Sale" means the point of sale setup for issuance, recharge and surrender of RF! D Tags.

"Concessionaire " or "Toll Operators" are the owners or operators of the BoT (Build, Operate and Transfer) / OMT (Operate, Maintenance and Transfer) concessionaire/ Public funded toll plazas wherein User Fee is collected from Users.

"RFID Tags" means non-transferable RFID (Radio Frequency Identification) self-

adhesive sticker meant to identify the vehicle for ETC issued as per standards and specifications given by Govt

Acquirer Bank:- The acquirer Bank is member of NPCI who acquires the Toll plaza to facilitate the acceptance of NETC transaction for the payment through NETC payment system,

EOD: It stands for End of Day / Business Day

"ETC Fastag" shall mean the Bank is in the business of banking and related services. The Bank has been awarded contract by National Highway Authority of India (NHAI) acting as Central Clearing House (CCH) in the nationwide program on Pan-India basis for clearing and settlement of Electronic Toll C ollection (ETC) transactions and other central services for an all India interoperable ETC program. In view of the launch of Electronic Toll Collection (ETC) Program (Program) by Indian Highways Management Company Ltd. (IHMCL) in partnership with Axis Bank, IHMCL and Axis Bank have agreed to execute Central Clearing House Business Correspondent Agreement for ETC on terms and conditions mentioned thereon for collection of ETC on all toll plazas, across country, on national highways. These collections will be through RFID tags pasted on the windshield of the vehicle. These tags will be branded as 'Fastag' and dedicated ETC lanes will be known as 'Fastag Lane'. As per the arrangement, Axis Bank's interoperable clearing system will allow users to use the same Fastag at all toll plazas on national highways. The Bank is desirous of availing certain specialized services with a view to make ETC Program effective and thereby providing fast, prompt and efficient services

WHEREAS:

- A. AXIS Bank is banking company within the meaning of Banking Regulation Act, 1949 and is engaged in the business of banking and offers a wide range of banking products and

financial services to corporate and retail customers through a variety of delivery channels and through its specialized subsidiaries (also the Acquirer Bank and Issuer Bank);

- B. The Acquirer Bank is a banking institution licensed by the Reserve Bank of India to carry on the business of banking.
- C. The Acquirer Bank inter-alia accepts RFID NETC FASTag, which is used to conduct toll payment transactions through various devices installed at NETC Lane at the Toll plazas.
- D. Such devices at NETC Lane are procured, installed and maintained by Concessionaire/Toll Plaza Operator vis-à-vis acquired by the Acquirer Bank.
- E. The Concessionaire/Toll Plaza Operator is required to acquire the transactions made on the NETC Lane and send the transaction to NETC switch via Acquirer Bank for processing and the Acquirer Bank is required to settle such payments and credit payment to Concessionaire/Toll Plaza Operator account.
- F. Both the Parties hereby put in writing the specific terms and conditions of their mutual engagement for an ETC based payment system on <project name>.

1.2 Unless the context otherwise requires, this Agreement shall be construed as follows:

- Words using the singular or plural number also include the plural or singular number, respectively;
- The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement;
- The term "Recital", "Section", "Clause", "sub-Clause", "Schedule", "Attachment" and "Annexure" refers to the specified recital, section, clause, schedule, attachment and annexure, respectively, of this Agreement;
- recitals shall form an integral part of this Agreement;
- reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- where the day on or by which any thing is to be done is not a business day in the place that the thing is to be done, the thing is to be done on the next business day in that place;
- any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing;
- references in this Agreement to statutory/regulatory provisions shall be construed as references to those provisions as modified, replacement or reenacted from time to time and to any subordinate legislation made under such provisions;
- headings, bold, italicized and other stylized typefaces are only for convenience and shall not be considered for the purposes of interpretation/construction of this Agreement; and

- time is of the essence in the performance of the Parties' respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence.

2. TERM OF THE AGREEMENT

2.1 This Agreement shall come into effect on and from the Effective Date and shall remain in force for a period of 36 months from the Effective Date, unless terminated earlier in accordance with the provisions of this Agreement ("**Initial Term**").

2.2 The Parties further agree that the Initial Term of this Agreement can be extended by a written agreement for such further period and on such conditions as may be mutually agreed between the Parties ("**Renewal Term**"). (the Initial Term, together with the Renewal Term, if any, shall collectively be referred to as the "**Term**").

3. PROVISION OF SERVICES

3.1 The Service Provider agrees to provide to the Customer and the Customer agrees to avail from the Service Provider the Services, at or pertaining to the places/offices/branches set out in **Schedule II** and at the consideration set out in **Schedule III** hereto, on the terms and conditions set forth herein.

4. CONSIDERATION

4.1 In consideration of provision of the Services by the Service Provider in accordance with the terms and conditions of this Agreement, the Bank shall pay to the customer a fee ("**Fee**") calculated and payable in accordance with the payment schedule as set forth in **Schedule III** hereto. Subject to the terms and conditions of this Agreement, payment of this Fee shall constitute the customer full and final consideration for the performance of the Services.

4.2 The Fee is subject to deduction of all applicable taxes including GST, levies, duties, cess and surcharges. The customer shall be solely liable for the payment of all central, state and local levies, taxes, duties, fines and penalties (such as goods and service tax, entry tax, customs duty, excise duty or any other tax), by whatever name called, as may become due and payable in relation to the Services, and any amounts payable by the Bank to the customer shall be subject to any tax required to be deducted at source in accordance with the applicable Laws and regulations.

4.3 The parties hereby agrees and undertakes as follows:

- a) that the invoice raised by the customer shall bear the CIN, GSTIN of the concerned party as provided;
- b) that the concerned party shall upload the details of the invoices on the GSTN common portal in the prescribed form for supply made to the other party;
- c) that the concerned party shall pay the applicable GST on the supply made to the other party and file the GST returns as prescribed under GST laws within the statutory time limit; and
- d) that the concerned party shall at all times, comply with all its tax obligations including but not limited to requirements/obligations as prescribed under GST laws.

4.4 For the purposes of this Clause, the following terms shall have the below meaning ascribed to it:-

- a) "**GST**" – means any tax or cess or both imposed on the supply of goods or services or both under GST Laws.
- b) "**GSTIN**" means Goods and Services Tax Identification Number.
- c) "**GSTN**" means Goods and Services Tax Network.

- d) **"GST Laws"** means IGST Act 2017, CGST Act 2017, UTGST Act 2017 and State specific SGST Acts, 2017 and all relevant rules, regulations, notifications and circulars issued under the respective legislations.
- 4.5 The Bank/Service Provider agrees and covenants that all payment shall be made by Bank to the customer against the original invoice only.
- 4.6 The Bank/Service Provider shall recover the consideration either from IHMCL/State authority or from the customer's daily settlement as received from NPCI/ account maintained with the bank

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each party hereby represents and warrants that:
- (a) it is duly incorporated and validly existing under the applicable Laws;
 - (b) it has obtained all necessary corporate consents, authorizations, permission for the execution and performance of this Agreement.
 - (c) it possesses necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Personnel, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of this Agreement;
 - (d) it has taken all action necessary to execute and deliver and to perform its obligations under this Agreement;
 - (e) it is in compliance of all applicable Laws.
 - (f) the execution, delivery and performance of this Agreement in accordance with its terms shall not:
 - (i) violate or conflict with its articles or memorandum of association or any other organizational / constitutional documents;
 - (ii) conflict with, result in the breach or termination of, or constitute a default under, any agreement or arrangement to which it is a party or by which it or any of its properties or assets may be bound;
 - (iii) constitute a violation of applicable Law, and
 - (iv) result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it.
 - (g) it shall not violate any Intellectual Property Rights of the Bank and any third party, while providing the Services.
 - (h) the Services to be delivered hereunder, will be of the kind, quality and timeliness designated as per the Schedule I.
 - (i) no officer of a party, director, employee or immediate family member thereof has received or been offered or will receive or offered anything of value of any kind from the other party or its officers, directors, employees or agents in connection with this Agreement;.

- (j) customer is not owned or controlled by any director/officer/employee of the Bank or their relatives having the meaning assigned under the Companies Act, 2013.
- (k) the execution, delivery and performance of this Agreement by the Customer in accordance with its terms shall not:
 - (i) violate or conflict with its articles or memorandum of association or any other organizational / constitutional documents;
 - (ii) conflict with, result in the breach or termination of, or constitute a default under, any agreement or arrangement to which it is a party or by which it or any of its properties or assets may be bound;
 - (iii) constitute a violation of applicable Law, and
 - (iv) result in the creation or imposition of any lien, charge or encumbrance upon the capital stock, properties or assets of it.
- (l) there are no judicial or administrative actions, proceedings or investigations pending or, threatened against it, which would have an adverse effect on its capacity to perform its obligations under this Agreement.
- (m) it shall not violate any Intellectual Property Rights of the Bank and any third party, while providing the Services.
- (n) no officer of the Bank, director, employee or immediate family member thereof has received or been offered or will receive or offered anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the Customer and/or its Personnel.

6. COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE CUSTOMER

6.1 The Customer shall provide necessary documentary evidence of compliance and registrations under all relevant statutes/ applicable Law, as and when required by the bank.

6.2 The customer undertakes to allow the Bank to report to any statutory/ regulatory authority or association of banks/ Institutions, the details of the customer and that of this Agreement, in the event of the customer being involved in fraud or investigation to comply with the provisions of any Law or regulatory or statutory instructions /directives

6.3 The customer shall ensure that appropriate fire protection and detection mechanisms are adopted and installed in critical locations, data center/server room of the customer pertaining to the provision of Services under this Agreement.

6.4 The customer shall at all times establish and maintain accurate and up-to-date records required by applicable Law, or as instructed by the _ Bank_(insert the name of Entity) from time to time including audit trails and transaction logs and shall also make all the filings and submit returns as required under applicable Laws including labour/tax/money laundering legislations.

6.5 The customer shall at all times ensure that, it is not owned or controlled by any director/officer/employee of the Bank or their relatives having the meaning assigned under the Companies Act, 2013

6.6 Without in any manner, diluting the obligations as set out above, the customer shall promptly provide information to the Bank, if the customer is owned or controlled by any director/officer/employee of the Bank or their relatives having the meaning assigned under the Companies Act, 2013, during the tenure of this Agreement.

6.7 The customer shall provide, as and when required by the Bank, a certificate from an independent expert, as acceptable to the Bank, certifying that the Service Provider has complied with and is not in breach of any statutory compliance statutory compliances under applicable Laws including labour/tax/money laundering legislations.

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7. TERMINATION

Both parties shall have a right to terminate this Agreement, at any time by giving not less than 30 (thirty) days prior written notice to the other party.

7.1 This Agreement shall be terminated on termination/determination of tolling right of the Service Provider after service the notice period

7.2 On the expiry or early termination of this Agreement, the each party shall forthwith (i) hand over/return or cause to be handed over/return all the Confidential Information provided to it by other party.

8. INDEPENDENT SERVICE PROVIDER

8.1 This Agreement is on a principal-to- principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer- employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

9. CONFIDENTIALITY AND SECRECY:

9.1 Each Party recognise that in the course of the transactions envisaged by this Agreement, it may be privy to information (whether or not the information is marked or designated as "confidential" or "proprietary" including personal data/information and sensitive personal data/information) and all derivatives from the same, its affiliates, its businesses, it's customers, its clients including legal, financial, technical, commercial, marketing business related records, data, documents, reports, products, services, client information, source codes, review records, training materials, test records, bug reports, audit trails, transaction logs, policies, the terms of this Agreement and the details of the negotiations between the Parties (the "**Confidential Information**"). The Each Party agree that it shall:

- (a) keep secure all the Confidential Information and other materials strictly confidential and shall not, without the prior written consent of the other party divulge such Confidential Information to any other person or use such Confidential Information other than for the purposes of performance of it's duties under this Agreement;
- (b) protect the confidentiality;
- (c) take all steps as may be required to protect the integrity of the Confidential Information and to ensure against any unauthorised disclosure thereof and ensure that sufficient technical and organizational security measures are adopted for protection of the Confidential Information, including such measures to protect the Confidential Information from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction;

- (d) promptly inform the other party of any potential or accidental disclosure of the Confidential Information and take all steps, together with, to retrieve and protect the said Confidential Information;
 - (e) ensure that there is no breach of security or leakage of Confidential Information.
 - (f) use the Confidential Information only for the purpose for which it was provided and not profit from the same in an unauthorised manner to the exclusion of the other party.
 - (g) provide its Personnel access to Confidential Information and specifically information related to the customers, only on 'need to know' basis i.e., limited to those areas where the information is required in order to perform the obligation of this agreement.
- 9.2 The obligations contained in this Clause shall not apply to any part of the Confidential Information in the case where that part of the Confidential Information is required to be disclosed pursuant to any statutory provisions or court order. Party when subject to such disclosure shall unless prohibited by any statute / court order, promptly notify the other party of such requirement with a view to providing the opportunity for the other party to contest such disclosure or otherwise to agree the timing and content of such disclosure.
- 9.3 The obligations contained in this Clause shall continue to apply after the termination or expiry of this Agreement.
- 9.4 Immediately on Confidential Information demanded of the other party, Party shall return Confidential Information provided by it together with any copies in its possession.
- 9.5 Each party acknowledges that in the event of any breach or threatened breach of this Clause by the other party /its Personnel, monetary damages may not be an adequate remedy, and therefore, the aggrieved party shall be entitled to injunctive relief to restrain the other party / it's Personnel from any such breach, actual or threatened.

10. INDEMNITIES AND OTHER PROVISIONS:

- 10.1 The customer shall hold harmless and indemnify the Bank, it's affiliates and their respective employees, directors, advisors and/or agents fully and without limit against all costs, claims including third party and indirect claims, damages, suits, proceedings, actions, expenses, fines, losses, liabilities and penalties including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account of:
- (a) failure by the bank, regulatory authority like IHMCL, NHAI, MORTH or NPCI etc and other Service Provider, its Personnel, to perform any of the duties /obligations, in accordance with the provisions of this Agreement;
 - (b) any claim from any statutory /regulatory authority, arising in relation to non-compliance by the Service Provider and/or it's Personnel with respect to any matter set out in this Agreement;
 - (c) any breach of applicable Laws by the bank, other regulatory authority like IHMCL, NHAI, MORTH or NPCI etc and other Service Provider and/or it's Personnel;
 - (d) any act, negligence, fraud, forgery, dishonesty, misconduct, robbery, manipulation, tampering, destruction, theft or misappropriation by the bank, other regulatory authority like IHMCL, NHAI, MORTH or NPCI etc and other Service Provider and/or its Personnel;
 - (e) any and all infringement of Intellectual Property;

- (f) any and all adverse claims of whatsoever nature made on the Bank by the Personnel or any third parties arising out of any act or omission of the Service Provider; and
- (g) breach of security and/or leakage of Confidential Information and Personal Data including sensitive personal data and information.

10.2 The customer shall co-operate fully in defending any claim/s by any local, state or central authority against the Bank with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by the Service Provider.

10.3 The provision of this Clause shall survive the termination of this Agreement.

11. NON-EXCLUSIVE AGREEMENT:

This Agreement is on non-exclusive basis. The bank/ Service Provider shall be free at all times to provide services (same or similar to the Services) to any of its other clients, either existing or future, and nothing herein shall preclude the Service Provider from providing such services to its other clients provided however, the Service Provider shall ensure that its entering into agreement/s with other persons, shall not in any way conflict with or affect the Bank's interests, rights, remedies under this Agreement or in applicable law.

12. Force Majeure Event:

Notwithstanding anything contained in this Agreement, the Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues). Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, Act of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, pandemic, unauthorized access to computer data and storage devices, computer crashes etc.

13. MISCELLANEOUS

13.1 Limitation of Liability of the Service Provider

Notwithstanding anything to the contrary in the Agreement, express or implied, the Service Provider shall not be liable for any indirect /incidental damages or liabilities or losses including, loss of profit, loss of opportunity, or any third-party claims.

13.2 Notices

Notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, or by email to the designated recipient at the address as set out in Schedule I.

Any such notice, demand or communication shall be in English and shall, if given by email / courier be deemed to have been served at the time it is handed over (in case of courier) or at the time, the email is delivered (in case of email). In proving the above, it shall be sufficient to show that the envelope containing the letter was correctly addressed and handed over by courier service or personal delivery respectively.

13.3 Severance

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

The Parties hereto agree that this Agreement is subject to applicable Laws and would be modified / discontinued based on the prevailing Law.

13.4 No Waiver

No waiver of any provision of this Agreement nor consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges. The rights, powers, and remedies herein expressly provided are cumulative and not exclusive of any rights, powers, or remedies, which the Parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other Parties to any other or further action in any circumstances without notice or demand.

13.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

13.6 Amendments:

No modification, amendment, novation, waiver, discharge or termination of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

13.7 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.

13.8 Disputes Resolution:

- a) In the event of any dispute or difference of opinion between the Parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either Party, of the Parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiation within 30 (thirty) days of initiating such negotiation.
- b) In case the dispute or differences are not settled amicably as provided in above, the dispute / differences shall be referred to a single Arbitrator to be mutually appointed by both the party and the award made in pursuance thereof shall be final and binding on the Parties.

- c) The arbitration proceedings shall be governed in by the Arbitration and Conciliation Act, 1996, or as may be amended or replaced from time to time. The arbitration shall be conducted in English language and the venue of such Arbitration shall be in New Delhi.

13.9 Assignment

- a) The customer shall not assign or otherwise transfer, dispose or part with any of its rights or obligations hereunder to any person without the prior written consent of the Bank.
- b) The Bank shall have the right, in its sole discretion to assign this Agreement to any of its affiliates or group companies and/or transferees of it's business/undertaking after giving notice of such assignment to the Service Provider.

13.10 Further Assurance

Each of the Parties hereto shall co-operate with the other Party and execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

13.11 Costs

Each of the Parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation, and execution of this Agreement.

13.12 Counterparts

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

13.13 Survival

The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

13.14 Successors

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, their respective administrators, successors and permitted assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seal at the day, month and year first herein above written.

SIGNED, SEALED, ACCEPTED AND DELIVERED

By the within named Customer

M/s _____

Through its Authorized Signatory

SIGNED, SEALED, ACCEPTED AND DELIVERED

By the within named **Axis Bank Limited** (As service provider)

Through its Authorized Signatory

SCHEDULE I

SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER AND QUALITY AND SCHEDULE SPECIFICATIONS

Part -A

Definitions:

“**Master Service Agreement**” shall mean the Master Service Agreement dated _____ executed between the customer /Toll Plaza and the Bank (as service provider) and the

“**IHMCL/NPCI Guidelines**” shall mean the best practice guidelines issued by Indian Highways Management Company Limited /National Payments Corporation of India a in connection with FASTag and shall include all incidental or ancillary circulars, notifications and directions.

SCHEDULE II

RELEVANT PLACE OF SERVICES

At toll plaza of the concessionaire constructed at _____

SCHEDULE III

CONSIDERATION

FASTag Toll collection as per IHMCL/NHAI/NPCI guidelines for State Toll plaza
Acquiring Bank fees:-

No of Plazas	Plaza Name	Acquiring fees (MDR)
		--- + of Toll transaction throughput- which will be collected upfront + applicable GST from the daily plaza settlement

- Taxes applicable on MDR

ADDENDUM

The scope of work includes the following:

- i) Acquiring the toll transactions from the toll plazas and processing the same based on the RFID accounts in the back office for clearing and settlement between toll plazas.

- ii) Providing connectivity between host and toll plazas so that transaction files are posted within SLA as defined in annexure I.
- iii) Connectivity between host and toll plazas so that blacklist files are posted within SLA as defined in annexure I.
- iv) Providing a system as per defined process under ICD 2.5 and ICD 2.4 (As a backup system) where customers can raise chargeback and to all plazas can raise violations.
- v) Providing a 24x7 call center unit for customers where their issues related to toll tag can be addressed.
- vi) Point of sale deployment on Plaza location

Transaction handling:

The bank and the concessionaire abide to follow the CCH guidelines to process the FASTag Toll transaction, which are formerly known as ICD 2.4, ICD 2.4B and ICD 2.5 guidelines including future instructions / guidelines and approved by all the Issuance and Acquiring stake holder i.e. Bank, SI and Concessionaries

Settlement process: -

Settlement Process between Acquiring Bank and Toll Plaza/Concessionaire -

Bank will upload the following files in the ETC System:

- Upload of settlement file received from NPCI in ETC System
- Upload of dispute settlement file in the System
- Local Pass Issuance/Recharge report
- Based on these inputs the system arrives at the settlement to be made to the plazas for the day. This is verified with manually/ automated prepared settlement report.
- After validation, bank will recover the acquiring fees as per agreed MDR+ GST and the settlement is then made to the plaza to their account maintained in the masters through Bank system under maker checker or transfer in to the Toll operator /Concessionaire account on T+1.
- Concessionaire and Acquiring bank have to do the reconciliation of the acquiring transactions on daily basis.
- Based on the settlement file received from NPCI, system generates a settlement for the plaza and the same report is manually prepared by CCPH. Both these are compared and then settled with plaza.
- On a daily basis, Bank's Operations verifies that the settlement done on the previous day to the plazas through Bank system has been debited to the finance settlement account.

The ETC Settlement account has an EOD zero check which ensures that recon is done on daily basis. Further, the ETC Acquirer settlement account should have an EOD balance end of 1 cycle. A report is submitted to the head of department - Bank Operations for their perusal.

SERVICE LEVEL PARAMETERS BETWEEN ACQUIRER BANK & CONCESSIONAIRE

Process related					
Sr. No.	Service	Service Level	Recipient	Service Provider	Remarks
1	Sending clean ETC transactions from ETC system at the specified Toll Plaza to Acquirer Host	Sending clean transaction files in the specified format batch mode or through online API 24*7. This duration can be modified by NPCI/IHMCL at its discretion.	Acquirer Host	Concessionaire ETC system at Specified Toll Plaza	Clean transaction files should be sent in the file format as prescribed in the interface control document of CCH. Transactions sent in incorrect file format will be rejected by Acquirer Host and would need to be re-sent. Proceeds of the transaction amount of such incorrect file formats will not be credited to Concessionaire till file is re-sent in correct file format within the timeline specified by Acquirer Host.
2	Sending Toll violation ETC transactions from ETC system at Specified Toll Plaza to Acquirer Host	Sending clean/violation transactions in batch mode or online API 24*7. This duration can be modified by NPCI/IHMCL at its discretion.	Acquirer Host	Concessionaire ETC system at Specified Toll Plaza	Only true violation transactions would be sent by Concessionaire the post proper audit at plaza level along with the supporting documents of the transaction in the form of an image of the vehicle. The images should have enough clarity to identify at least the vehicle class if not the vehicle registration number. Any violation transaction sent after 1 day will be rejected by Acquirer Host.
3	ETC Transaction File/Violation File Acknowledgment	Once in a day. This duration can be modified by NPCI/IHMCL at its discretion.	Concessionaire ETC system at Specified Toll Plaza	Acquirer Host	Acquirer Host will send one reconciliation file for clean ETC transactions and a separate file containing violation transactions that were processed through image review during the day. These files will be generated at midnight and posted in SFTP server.
4	Processing violation transactions post scrutiny of supporting document sent by Concessionaire/ to Acquirer Host	T +1 This duration can be modified by NPCI/IHMCL at its discretion.	Concessionaire / ETC system at Specified Toll Plaza	Acquirer Host	

5	Black listing of Tags based on request received only from Specified Toll Plaza/POS (on suspect of fraud/misuse as a proactive measure)	1 day This duration can be modified by NPCI/IHMCL at its discretion.	Concessionaire ETC system at Specified Toll Plaza/POS	Acquirer Host	
6	Frequency of sending Black List file to ETC system at Specified Toll Plazas	Every 3 minutes. This duration can be modified by NPCI/IHMCL at its discretion. Plazas which are live with API, can call query exception to fetch data from acquiring host.	Concessionaire ETC system at Specified Toll Plaza	ACQUIRER HOST	
7	Populating the Black List file in ETC system and at all ETC lanes of all Specified Toll Plazas	i. Within 3 minutes of receipt of blacklist using SFTP or through online API from Service Provider/Acquirer Host ii. ETC System will provide an acknowledgement of receipt & updation of the blacklist file to Acquirer Host	Concessionaire ETC system at Specified Toll Plaza	Acquirer Host	Post 3 minutes TAT of blacklist file being sent by Acquirer Host for updation at ETC system, any further clean/violation transaction file received by Acquirer Host from ETC system for the same tag account will be rejected by Acquirer Host.
8	Process of transaction processing in case of system failure	24 hrs This duration can be modified by NPCI/IHMCL at its discretion.	Concessionaire Collection Current Account / Account specified by NHAI in case of Specified Toll Plaza operated by NHAI	Acquirer Host	In case of system issues related to Acquirer Host, 24 hrs, would be the maximum time to bring system up and running and process the files
9	Resolution of User related frauds	Will be treated on case-to-case basis		Acquirer Host	

10	Sending Back dated toll transaction files (clean/violation) for tags which are not blacklisted and have adequate balance	3 Days This duration can be modified by NPCI/IHMCL at its discretion.	Acquirer Host	Concessionaire ETC system at Specified Toll Plaza	ETC Transactions older than the SLA will be rejected by Acquirer Host; liability of such transactions & handling customer chargeback will be with ETC Concessionaire. If any transaction is sent post 10 minutes on ICD 2.4 and after 90 secs on ICD 2.5 TAT but within 3 days period, it would be processed only if the particular Tag account has positive balance. In case the Tag is in negative balance, then the transaction would be rejected. Any ETC transaction sent after 3 days would be rejected irrespective of the ETC tag balance.
11	Response on chargeback request forwarded by Service Provider/Acquirer Host	3 Days	Service Provider/Acquirer Host	ETC Concessionaire	Concessionaire has to respond within 3 days on all chargeback request forwarded by Service Provider/Acquirer Host.
<u>Finance related points</u>					
1	Credit of clean Concessionaire current A/c	T +1 working day	Concessionaire ETC Collection Current Account / Account specified by NHAI in case of Specified Toll Plaza operated by NHAI	Acquirer Host	For NHAI operated plazas, the recipient account will be mutually decided between NHAI, IHMCL and Service Provider at the time of signing of Deed of Adherence.
2	Credit of violation transactions to Concessionaire current A/c	T +3 working days	Concessionaire / ETC Collection Current Account / Account specified by NHAI in case of Specified Toll Plaza operated by NHAI	Acquirer Host	For NHAI operated plazas, the recipient account will be mutually decided between NHAI, IHMCL and Service Provider at the time of signing of Deed of Adherence.

3	<p>i. Debit Concessionaire on chargeback / disputes raised by customers (found to be valid after adequate audits).</p> <p>ii. Clean reversal of the entire amount wrongly charged should be posted to tag account followed by debit of the correct amount.</p>	<p>Dt (Dt being the date of dispute resolution) +1 working day</p> <p>This duration can be modified by NPCI/IHMCL at its discretion.</p>	<p>Dr. Concessionaire ETC Collection Current A/c Cr. Float Money A/c</p>	<p>Acquirer Host/ Concessionaire</p>	<p>Only if the chargeback request raised by customers are found to be valid & if the credit of those transactions have already been posted to ETC Concessionaire; in such scenarios Acquirer Host should have the authority (with notice to ETC Concessionaire) to debit their ETC Collection Current Account & bring the money to the pool a/c for credit back to the respective customer's Tag. Customer can raise their disputes / chargebacks within a period of 15 days from the date of the transaction and the same would be mentioned in the application form & the product terms and conditions. For NHAI operated plazas, the reversal process will be mutually decided between NHAI, IHMCL and Service Provider at the time of signing of Deed of Adherence.</p>
4	<p>Process for handling claims/reversals initiated by ETC Concessionaire</p>	<p>Will be treated on case-to-case basis</p>	<p>ETC Concessionaire Collection A/c</p>	<p>Acquirer Host</p>	
5	<p>Transaction Reconciliation</p>	<p>Monthly: - Plaza will perform the monthly reconciliation of transaction</p>	<p>Concessionaire Portal/offline Reports</p>		<p>Any financial dispute /disagreement, will be brought to the bank's notice within 2 two months from the date when the transaction took place</p>
6	<p>Acquiring fees</p>	<p>Acquiring bank fees would be collected from the daily Toll transaction settlement as agreed by the concessioner.</p> <ul style="list-style-type: none"> As per IHMCL state plaza circular dated 10th Jan 2019 Acquiring banks fees to be borne 			

		by Concession aire or state.			
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SCHEDULE II

RELEVANT BRANCHES/ OFFICES

SCHEDULE III

CONSIDERATION