

## SCHEDULE "C"

**Date** 04/22/2024

To,

**PayU Payments Private Limited,**  
9th Floor, Bestech Business Tower,  
Sector 48, Sohna Road, Gurgaon,  
Haryana, Pin - 122002

Dear Sir,

**Subject: Authorization for Nodal Bank Registration**

PAYU PAYMENTS PRIVATE LIMITED, a Private Limited (hereinafter referred to as "**Sub-Merchant**"), entered into an agreement with ibibo (hereinafter referred to as "**Master Merchant** ") in order to sell Products on Master Merchant's Website ("**Website** ") and collect payments for purchase of the Products by Customers online.

The Sub-Merchant has been given to understand that Master Merchant has entered into a service agreement with PayU ("**Agreement**") for using the aggregate Internet Payment Gateway Solutions offered by PayU Payments Private Limited ("**PayU**") in order to facilitate the Customers to make payment of Customer Charge and facilitate the Sub-Merchants to collect Payments for purchase of products through its Website.

The Sub-Merchant understands and accepts that the Payments made by its Customers will be settled through PayU's Nodal Account. The Sub-Merchant understands that PayU is required to register Sub-Merchant with PayU at PayUMoney.com and its Nodal Bank in order to settle the Payments. Sub-Merchant consent and authorize PayU to register itwith PayUMoney.com and its Nodal Bank and to settle the Payments to Sub-Merchant designated bank account, the details of which are provided below:

**Name of Legal Entity on Bank Account:** PAYU PAYMENTS PRIVATE LIMITED

**Bank Account Number :** 2738989000

**IFSC Code :** HDFC0000412

**Name of the bank:** HDFC BANK

Sub-Merchant agrees to provide all assistance to PayU in order to complete the PayU and Nodal Bank registration process and provide PayU with the following details and documents:

1. attested copy of Pan Card of Legal Entity;
2. Signature proof of Authorized Signatory;
3. Bank Verifications from the designated bank; and
4. Such other information as may be requested by PayU from time to time.

The Sub-Merchant agrees to comply with and be bound by the Agreement, the sub-merchant terms

and conditions on PayUMoney.com and all obligations thereunder with respect to the Sub-Merchants and indemnify PayU and the Acquiring Banks with respect to any breach of the Sub-merchant's obligations under the Agreement. The Sub-Merchant understands and agrees that PayU will be settling and distributing the Payments collected from the Customers to the Sub-Merchant in the manner instructed by the Master Merchant. Notwithstanding anything stated in this letter, the Sub-Merchant acknowledges that PayU shall not be liable in any manner whatsoever to the Sub-Merchant, its Customers or any third party with respect to the manner in which the Payments are settled and distributed and all disputes and claim shall be settled between the Master Merchant and the Sub-Merchant, without making PayU a party to any such dispute claim, proceeding, etc.

The Sub-Merchant represent, warrant and undertakes that:

- a. it is duly organized and validly existing under the laws of the India;
- b. the execution and the delivery of this letter and the authorization and consent provided herein does not breach the Sub-Merchant's organizational documents or any law, provisions of any contract or order of court applicable to the Sub-Merchant; and
- c. has obtained the requisite approvals, licenses, registration, etc in accordance to the laws, rules, regulations in force in India, in order to sell the Products.
- d. The person executing this Agreement is duly authorized to execute the Agreement for and on behalf of the respective Party and shall have the authority to bind the respective Party accordingly.

For the Purpose of this letter, the following words and expressions shall have the following meanings:

**"Products"** shall mean goods and/or services offered for sale by the Sub-Merchant on the Master Merchant's Website.

**"Customer"** means persons who will purchase Products, offered by the Sub-Merchant on the Master Merchant's Website and through the Internet Payment Gateway using a Valid Card or net banking account or any other acceptable modes of payment mechanism, provided by PayU.

**"Nodal Account"** shall mean the nodal bank account held by PayU with any of the bank for the purpose of facilitating online payments with respect to RBI notification dated 24th Nov 2009.

**"Sub-Merchant"** shall mean distributors and franchisees who a have entered into a contract with the Master Merchant in order to sell the Products to Customers through the Master Merchant on the Website.

**"Payments"** shall mean Customer Charge minus the Service Fee.

**For PAYU PAYMENTS PRIVATE LIMITED:**

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Harsh  
CEO  
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04/22/2024