

CENPAY PRIVATE LIMITED

TUTOR ONBOARDING & VERIFICATION AGREEMENT

For use in connection with Tutor/Instructor onboarding and payment disbursements

This Agreement is intended as a template for discussion and operational use. It should be reviewed and customized by Cenpay Private Limited (Swipify) and the relevant Tutor/legal counsel before execution.

1. PARTIES

This Tutor Onboarding & Verification Agreement ("Agreement") is entered into between Cenpay Private Limited ("Cenpay"), Swipify acting as the technology/payment infrastructure provider, and the tutor/instructor applying to provide educational, training, mentoring, coaching, or related services ("Tutor"). Where applicable, the educational platform, marketplace, or merchant engaging the Tutor shall be referred to as the "Platform/Merchant".

2. PURPOSE

The purpose of this Agreement is to establish the terms under which the Tutor may be onboarded to the Platform, complete applicable identity and compliance verification, provide services to learners/customers, and receive eligible payments/disbursements through the payment and payout infrastructure made available by Cenpay.

3. TUTOR ONBOARDING

- The Tutor shall provide accurate and complete information required for onboarding.
- The Tutor shall complete the applicable KYC, identity, bank-account, tax, and other verification requirements.
- Cenpay and/or the Platform may validate submitted information through permitted verification mechanisms and third-party service providers.
- Cenpay or the Platform may request additional documents or information where required for compliance, risk management, fraud prevention, or regulatory purposes.
- Onboarding shall not be considered complete until the required verification checks have been successfully completed.

4. DOCUMENTS AND INFORMATION

Depending on the applicable onboarding requirements, the Tutor may be requested to provide:

- Full legal name and contact details;
- Proof of identity and address, as applicable;
- PAN and tax-related information, where applicable;
- Bank account details in the Tutor's own name or as otherwise permitted under applicable policy;
- Professional qualifications, certifications, experience, or teaching credentials, where applicable;
- Profile photograph and professional profile information;
- Any additional information reasonably required for verification, compliance, or risk assessment.

5. VERIFICATION AND APPROVAL

Cenpay and/or the Platform may approve, reject, suspend, or place an onboarding application on hold based on verification results, risk assessment, incomplete information, suspected misuse, compliance requirements, or other legitimate operational reasons. Approval does not constitute a guarantee of continued access to the Platform or payment services.

6. TUTOR RESPONSIBILITIES

- Provide services professionally, accurately, and in accordance with the Platform's policies.
- Maintain the accuracy of profile, qualification, bank, tax, and contact information.
- Not impersonate another person or provide misleading credentials or qualifications.
- Not use the Platform or payment facilities for unlawful, fraudulent, prohibited, or unauthorized activities.
- Maintain confidentiality of learner/customer information and comply with applicable data-protection requirements.
- Promptly notify the Platform of any change affecting eligibility, identity, banking information, or professional status.

7. PAYMENT COLLECTION AND TUTOR PAYOUTS

Where enabled for the relevant merchant/platform, customer payments may be collected through Cenpay's payment infrastructure. Eligible amounts payable to the Tutor may thereafter be disbursed through the applicable payout mechanism, subject to successful verification, applicable fees, settlement cycles, transaction limits, compliance checks, refunds, chargebacks, disputes, taxes, withholdings, and other applicable adjustments.

Cenpay shall process payout instructions based on the information and instructions received from the authorized Platform/Merchant and subject to the availability and status of the underlying funds and applicable service terms.

8. PAYOUT ACCOUNT AND BANK DETAILS

The Tutor shall ensure that the bank account details submitted for payouts are accurate and belong to the Tutor or otherwise satisfy the applicable account-validation requirements. Cenpay and/or the Platform may conduct account verification. Cenpay shall not be responsible for delays or failed transactions caused by incorrect, incomplete, inactive, frozen, or invalid account information supplied by the Tutor.

9. FEES, TAXES AND STATUTORY DEDUCTIONS

Applicable platform fees, payment processing fees, payout charges, taxes, withholding taxes, TDS, GST implications, or other statutory deductions may apply in accordance with the commercial arrangement and applicable law. The Tutor shall be responsible for complying with tax and other statutory obligations applicable to the Tutor's income and services.

10. REFUNDS, CHARGEBACKS AND ADJUSTMENTS

Where a customer transaction is refunded, reversed, disputed, or subject to a chargeback, the corresponding Tutor payout may be withheld, adjusted, reversed, or recovered in accordance with the Platform/Merchant's terms and the applicable payment arrangements.

11. FRAUD, MISUSE AND SUSPENSION

Cenpay and/or the Platform may suspend or restrict the Tutor's access, delay payouts, or conduct additional verification where there is a reasonable concern relating to fraud, money laundering, account misuse, identity mismatch, unauthorized activity, regulatory requirements, or violation of applicable terms. Appropriate action shall be taken in accordance with applicable law and contractual arrangements.

12. DATA PROTECTION AND CONFIDENTIALITY

The parties shall handle personal and confidential information in accordance with applicable data-protection and privacy requirements. The Tutor authorizes the processing of information reasonably necessary for onboarding, verification, payment processing, payout processing, fraud prevention, reconciliation, customer support, legal compliance, and related legitimate purposes.

13. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing with the Platform/Merchant, the Tutor retains ownership of original teaching materials created by the Tutor. The Tutor grants the Platform the rights reasonably required to host, display, distribute, or otherwise use content supplied for delivery of the Tutor's services, subject to the Platform's applicable terms.

14. REPRESENTATIONS AND UNDERTAKINGS

- The Tutor confirms that all information and documents submitted during onboarding are true and accurate to the best of the Tutor's knowledge.
- The Tutor confirms that the Tutor has the legal capacity and necessary rights to provide the proposed services.
- The Tutor shall not knowingly provide false, forged, altered, or misleading documents.
- The Tutor shall comply with applicable laws, Platform policies, and professional standards.

15. TERM AND TERMINATION

This Agreement shall remain effective from the date of acceptance/onboarding until terminated by the Tutor, the Platform/Merchant, or Cenpay in accordance with applicable terms. Termination shall not affect obligations relating to completed transactions, refunds, disputes, confidentiality, taxes, or amounts otherwise due and payable.

16. LIMITATION OF LIABILITY

To the extent permitted by applicable law, Cenpay shall not be liable for indirect, consequential, or incidental losses arising from the Tutor's relationship with learners or the Platform, or for delays attributable to banks, payment networks, third-party service providers, incorrect information, force majeure events, or circumstances outside Cenpay's reasonable control.

17. COMPLIANCE WITH LAW

The parties shall comply with applicable laws, rules, regulations, payment-network requirements, tax requirements, and reasonable compliance procedures applicable to the services and transactions contemplated under this Agreement.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. Subject to any applicable dispute-resolution mechanism agreed separately, the courts having jurisdiction over the registered office of Cenpay Private Limited shall have jurisdiction over disputes arising from this Agreement.

19. DECLARATION AND CONSENT

I/We confirm that the information provided during onboarding is true and complete, and I/we agree to comply with the terms of this Agreement, the applicable Platform/Merchant terms, and reasonable verification and compliance requirements.

Important Note: Cenpay reserves the right to modify, restrict, suspend, or revoke such authority at any time by written notice or through its applicable internal authorization process.