

INDIA NON JUDICIAL

Government of Uttar Pradesh



सत्यमेव जयते

e-Stamp

Signature: *[Signature]*
ACC Name: Vikas Chauhan ACC Code - UP14003304
ACC No. - 954003304
License No. - 1/02018, Tensil & Distric - G.B. Nagar

₹300

Certificate No. : IN-UP40978072365430V
Certificate Issued Date : 21-Jun-2023 04:34 PM
Account Reference : NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400330476922501595917V
Purchased by : FINCRIF INDIA PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : IDFC FIRST BANK LTD
Second Party : FINCRIF INDIA PRIVATE LIMITED
Stamp Duty Paid By : FINCRIF INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)

₹300₹300₹300₹300

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₹300



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Please write or type below this line

For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo Kr.
Director

For FINCRIF INDIA PRIVATE LIMITED
Sweet
Director



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

CMTS - 591122
Permanent ID - PLDNCR591122

Direct Selling Agency Agreement

General Instructions:

- 1) All filled to be completed in English in CAPITAL LETTER using a ballpoint pen only.
- 2) Any Amendments/overwriting/erasures/cutting should be countersigned.
- 3) Documents to be stamped/franked with appropriate stamp duty as applicable
- 4) Stamp Papers to be signed by the Authorized Signatory

For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo kv
Director

For FINCRIF INDIA PRIVATE LIMITED
Suresh
Director



DIRECT SELLING AGREEMENT

THIS DIRECT SELLING AGREEMENT (together with all annexure attached hereto, this "Agreement") made on this 21 day of June 2023

BETWEEN

IDFC FIRST BANK LIMITED (earlier known as IDFC Bank Ltd), a Company incorporated under the provisions of the Companies Act, 2013 and having its corporate office at One Indiabulls Finance Centre, Tower 2A & 2B, 10th Floor, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013, India (hereinafter referred to as "the Bank" which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **ONE PART;**

AND

[IF INDIVIDUAL]

Shri. _____, aged ___ years (PAN No: _____), the Direct Selling Agent, details whereof are more particularly set out at the end of the Agreement (hereinafter referred to as the "DSA" which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's his / their respective heirs, legal representatives, administrators, executors of their estate and/or assigns) of the **OTHER PART.**

[IF A PARTNERSHIP FIRM]

Mr. _____ aged about _____ years and Mr. _____ aged about _____ years and Mr. _____ aged about _____ years all of _____ Indian inhabitants all carrying on their business in partnership in the firm name and style of _____ and having their business address at _____ the Direct Selling Agent, details whereof are more particularly set out at the end of the Agreement, and through its authorized signatory Mr. _____ as per Board Resolution dated _____ (hereinafter referred to as the "DSA" which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the survivors or survivor of them or the last surviving Partner or his/her/their respective heirs, legal representatives, administrators, executors of his/her/their estate and/or assigns) of the **OTHER PART;**

[IF COMPANY]:

FINCRIF INDIA PRIVATE LIMITED, a public / , a Private Limited Company, incorporated under the Companies Act, 1956, having its registered office

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo kr.
Director

For FINCRIF INDIA PRIVATE LIMITED
Sudh.
Director



at, E-54, NOIDA SECTOR-3, 201301, NOIDA the Direct Selling Agent, details whereof are more particularly set out at the end of the Agreement and through its authorized signatory Mr. SHYAMDEO KUMAR as per Board Resolution date 21/6/23 hereinafter referred to as the "DSA" which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**.

The Bank and DSA are hereinafter referred individually as a "Party" and collectively as "Parties".

WHEREAS

- A. The Bank is, inter-alia, engaged in the business of providing various financial services, loans and loan schemes under its retail finance (hereinafter referred to as "Products").
- B. The DSA is inter-alia engaged in the business of rendering of direct marketing services and has represented to The Bank that it has the necessary expertise, staff, infrastructure, business premises and facilities for performing the said services.
- C. The Bank and the DSA are desirous of entering into this Agreement ("Direct Selling Agreement") to promote Company's business and the Parties by this Agreement intend to supersede and nullify any earlier DSA Agreement if any in accordance with the terms and conditions stipulated hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS:

In this Agreement the following expressions shall have the meaning hereinafter assigned to them:

"Account" shall mean any Retail Finance Arrangement entered into between The Bank and a Customer pursuant to this Agreement.

"Agreement" means this Direct Selling Agreement and any amendments thereto made in accordance with the provisions of this Agreement.

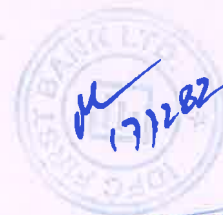
"Business" shall mean the business of financing Products, referring potential customers to The Bank;

"Customer" means any customer who has availed of / proposes to avail of Retail Financing facility as provided by Company or the Leads to whom the loans disbursed by The Bank;

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo ku
Director

For FINCRIF INDIA PRIVATE LIMITED
Suet.
Director



“Leads” mean potential customers referred by the DSA to The Bank, who are interested in the products of The Bank.

“Confidential Information” of Company shall mean and include any non-public information whether or not designated as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” for purposes of confidentiality includes, but is not limited to, the following types of information with respect to the business and operations of Company, its credit policies, its database and other information of a similar nature (whether or not reduced to writing): marketing techniques and materials, marketing and development plans, information pertaining to the Customer or Account, information about the employees (including, addresses, phone numbers, e-mail addresses, and all other information relating to the employees), price list, brokerage/commission structure, pricing policies and financial information, discoveries, ideas, concepts, software in various stages of development, drawings, specifications, techniques, models, data, mark-up languages (HTML, XML), documentation, diagrams, flowcharts, research, development, formulas, computer programs, processes (both business and technical), technical specifications, data, ideas, inventions, algorithms, source code, object code, know-how, software listings, schematics and all verbal and written discussions between Company and the DSA. Confidential Information also includes any information described above which Company treats as proprietary whether or not owned or developed by Company. The Confidential Information further includes, without limitation, information relating to Company’s released or unreleased services or products, the marketing or promotion of any of Company Product, Company’s business policies or practices, and information received from others that The Bank is obligated to treat as confidential. Confidential Information disclosed to the DSA by an Affiliate of Company shall also be considered as Confidential Information. Further, all of Company’s financial projections, data and other related information and documents (including any verbal indication) as well as results and conclusion arising from the scrutiny process and examination of such data and information which is acquired by The Bank, documents as well as standardized product/instrument concerning the work assigned which are provided by The Bank shall also constitute Confidential Information. And in each case whether such information was disclosed before or after the date of this Agreement, either in writing, in disk or electronic form or orally or visually and whether directly or indirectly by The Bank or any of its Affiliates, other group Companies or advisers.

“Credit Screen” means the credit screens of The Bank to approve any Retail Finance facility;

“Documentation” shall mean any and all documents evidencing an Account, including but not limited to loan agreements and all schedules, supplements, addenda and annexure attached thereto.

“Laws or Law” shall mean and include laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders and stipulations of any court, arbitrator or governmental agency or authority and statutes, rules, regulations, orders and interpretations thereof of any

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K
Director

For FINCRIF INDIA PRIVATE LIMITED
Sweet
Director



national, state, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, court or other body having jurisdiction over the Parties.

“**Post Disbursal Documents**” has the meaning set forth in Clause 6.1.g

“**Premises**” shall mean the premises being held by the DSA in the Territories

“**Products**” shall include but not be limited to providing financial assistance in terms of the financing schemes prepared by The Bank from time to time in respect to Home Loan and Loan Against Property and such other products, as The Bank may from time to time intimate to the DSA for providing Services by the DSA to The Bank during the Term of this Agreement.

“**Retail Financing**” shall mean financing of Home Loan and Loan Against Property and services by way of loan.

“**Services**” means and includes the services more particularly specified in Annexure II hereof as amended from time to time and shall include any processes/procedures thereof.

“**Territories**” shall mean the territories at ^{DELHI} (Location) / (Full Address) where the DSA has Premises and any other territory as included herein at a later date. For any addition to the territory(s) mentioned hereinabove, the Parties herein will exchange a letter with respect to the same. That all other terms and conditions mentioned in this Agreement will continue to be applicable and binding on the parties with respect to any such addition made vide exchange of letter.

“**Sourcing Fees**” shall mean, the fees payable by The Bank to the DSA in respect of the Loans disbursed to eligible customers. The fees will be as specified in Annexure I annexed hereto.

“**Loan Disbursed**” shall mean the actual sum borrowed by the customer and not the sum sanctioned

2. INTERPRETATION:

In this Agreement, unless the context otherwise requires:

1. ‘Headings’ are for convenience only and do not govern or affect the construction or interpretation of this Agreement;
2. Any ‘Explanation’ is to be treated as an integral part of this Agreement;
3. Reference to any statute or statutory provision shall include a reference to that statute or statutory provision for the time being in force and also to amendment, extension, modification, re-enactment or repeal thereof;

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For FINCRIF INDIA PRIVATE LIMITED
Syamdeo kv
Director

For FINCRIF INDIA PRIVATE LIMITED
Swet.
Director



4. All references in this Agreement to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment in force in India at the time of entering into this Agreement;
5. All references in the Agreement to Clauses, Sub-Clauses and Annexure shall be construed as references respectively to the Clauses, Sub-Clauses and Annexure;
6. The Recitals constituted herein shall form an integral operative part of this Agreement;
7. Words importing singular shall include the plural and vice versa, and words importing the male sex shall include for its purposes the female sex and vice versa.

3. TERM:

This Agreement shall be effective from the date of execution hereinabove written and shall remain in force unless terminated by either of the party by giving prior notice of 45 days in writing to other party.

4. APPOINTMENT:

- 4.1 Subject to the terms and conditions contained in this Agreement, Company hereby appoints the DSA, on non-exclusive basis and in its capacity as an independent DSA, for sourcing Business for Company and for performing the functions, services, operations mentioned herein and the DSA accepts the said appointment and agrees that during the term of this Agreement, it shall render to Company the Services on a non-exclusive basis in terms of this Agreement and in accordance with this Agreement.
- 4.2 Notwithstanding anything contained herein nothing shall restrict the right of Company to appoint any other DSA in relation to similar Services on similar or on any other terms and conditions as The Bank may deem fit and proper, which terms and conditions may be at variance with the terms and conditions contained herein.

5. IBA's CODE OF CONDUCT FOR DIRECT SELLING AGENT

The Code of Conduct as per Annexure III herewith is in line as formulated within the rules framed by the Indian Bank's Association (IBA). DSA are strictly advised to give proper training to its staff, sub agents etc., to handle with care and sensitivity of the customers, soliciting customers, hours of calling, privacy of customer information, conveying the correct terms and conditions of the products on offer etc.

6. RESPONSIBILITIES OF DSA



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Syamdeo kv
Director

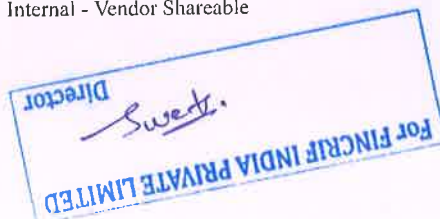
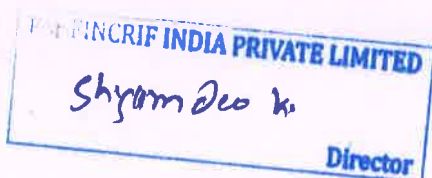
For FINCRIF INDIA PRIVATE LIMITED
Sweet.
Director

- 6.1 The DSA agrees and undertakes to generate and provide leads to The Bank and provide the following Services to Company:
- a. Visit Customers in the Territory to source Business for Company and notify the Customers, or direct any of its representatives to notify the Customers in the Territory, information on Company's financial services/Retail Financing facility which may be available to the Customers from Company;
 - b. Assist The Bank in making proposals for Retail Financing facility to Customers.
 - c. For each proposed Account, DSA shall provide such financial and business information concerning the Customer as requested by Company in this regard.
 - d. Upon any Customer positively meeting the Credit Screens of Company, to compile and ensure completion of all documentation viz. customer agreements, title form, invoice, customer income and identification proof papers and postdated cheque (s) and other requirements, as intimated to DSA from time to time;
 - e. Deliver all the completed Documentation to The Bank for loan approval;
 - f. Provide complete operational and other administrative support including manpower/space support to The Bank in respect to the Retail Financing facility;
 - g. Deliver all bills of sale and/or other title documents, comprehensive insurance policies, and other related documentation necessary and appropriate to evidence and record Company 's interest in the Account and related to Company ("**Post Disbursal Documents**") within the time periods communicated to DSA by The Bank from time to time in this regard.
 - h. Assist The Bank in resolving any dispute between the Customer and Company in relation to any Account.
 - i. All such other services and functions as intimated to the DSA by Company from time to time.
 - j. If there is an event of any change in the constitution; or management of the DSA whether or not involving a change in the ownership structure, the DSA shall inform The Bank within 7 days of any such change;
 - k. Strictly adhere to the CODE OF CONDUCT and Operating Regulations that form a part of this Agreement, breach of which may result in termination of this agreement. The CODE OF CONDUCT is attached as Annexure "III" to this Agreement.

7. EMPLOYEES OF THE DSA:

- 7.1 The DSA will allocate and depute requisite number of personnel and staff to render the Services in accordance with this Agreement.
- 7.2 The DSA shall pay all wages, salaries, employee payments of any kind including terminal benefits which shall include notice salary, retrenchment compensation, bonuses, leave salaries, provident fund, Employees state insurance and other contributions to its employees and Company shall not be liable in this regard in any manner, whatsoever.

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- 7.3 The DSA shall independently exercise powers and functions of supervision and control over all its employees solely and exclusively through managers/supervisors employed by the DSA itself, which managers/supervisors shall be employed in adequate number/numbers for designated purposes in every region/locality in accordance with necessary requirements.

Explanation:

The powers and functions of supervision and control mentioned in this Clause 7.3 shall include all possible powers and functions exercised by any employer vis-a-vis any employee including but not limited to all instructions including those related to overtime of special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans and disciplinary proceedings/actions including but not limited to termination of services.

- 7.4. The DSA shall create, preserve and maintain all necessary employee records but not limited to those required by law and such creation and maintenance of records must include appointment letters to all employees countersigned by the appointed employees, attendance records, muster rolls, wage registers, leave cards, overtime records, advance/loan registers, reasoned resignation letters from resigning employees and check list form filled in by each employee at time of appointment or termination/resignation/retirement of/from services.
- 7.5 The DSA agrees to maintain its books and records reasonably relating to the services performed and invoices issued pursuant to this Agreement for a period of 10 years from the expiry/termination of Agreement, IDFC FIRST BANK shall be entitled to access all books, records and information relevant to the Services available with the DSA. Upon request from IDFC FIRST BANK, the DSA shall within 2 (two) days of such request provide to IDFC FIRST BANK access to all the books, records and information in connection with Services available with the DSA.
- 7.6 IDFC FIRST BANK shall have a right to continuous monitor and assess the Services to be provided by the DSA under this Agreement and suggest corrective measures, if any, required to can be taken by the DSA.
- 7.7 Nothing in this Agreement shall be construed as creating any contractual or other relationship between Company and any personnel of the DSA, nor any obligation on the part of Company to pay or see to the payment of any money due to any personnel.
- 7.8. The DSA agrees and confirms that all the provisions applicable to the DSA in relation to its personnel shall also be ipso facto applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the DSA shall include its officials, directors, employees, sub-contractors, sub-agents, nominees, representatives, designees for all purposes and intents.

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8. OPERATING PROCEDURES AND COVENANTS:

- 8.1 The DSA agrees and understands that the DSA shall not have any power or authority to bind The Bank in any way hereunder, including but not limited to, (i) inducing or committing Company, directly or indirectly, to enter into any Account, including but not limited to the terms and conditions of such Account; (ii) to take any action contrary to those actions expressly authorized hereunder.
- 8.2 The DSA shall have no power to make representations, promises, agreements or commitments for or on behalf of Company, and DSA agrees it shall take any and all actions necessary to advise each Customer accordingly. Nothing contained herein shall be

For FINCRIF INDIA PRIVATE LIMITED
Syamdeo n
Director

For FINCRIF INDIA PRIVATE LIMITED
Sweet.
Director



- deemed to authorize DSA to enter into any arrangement or provide any warranty to any Customer or any other third party for and on behalf of Company.
- 8.3 The DSA hereby acknowledges that The Bank may in its sole discretion refuse or reject the application of any Customer without assigning any reason in respect thereof and shall not be liable in this regard, in any manner whatsoever.
- 8.4 For each Account, DSA will warrant and represent that; (i) all names, addresses, dates set out in the Documentation are true and correct and the signatures therein have been duly affixed in the presence of DSA; (ii) Assets have been duly delivered and accepted by the Customer; and, (iii) Documentation has not been amended, changed, settled or compromised, in any manner whatsoever without the prior written consent of Company.
- 8.5 The DSA shall maintain highest degree of probity, discretion and business competence in its dealings and shall use its best endeavors to source bonafide Customers for Company and shall act only in accordance with the operating procedures and other instructions of Company as intimated to the DSA from time to time.
- 8.6 The DSA covenants that it will not enter into any agreement or collude with the Customer in any manner or submit false or fraudulent documents in order to get any Account approved by Company and shall procure applications from Customer only for approved Products of Company and shall not discriminate in any manner against any Customer in respect to the terms and conditions of any Account.
- 8.7 The DSA agrees and undertakes not to charge any fee or other remuneration from any Customer in order to get the Account approved from Company.
- 8.8 The DSA shall submit such reports as may be specified by The Bank from time to time.
- 8.9 The DSA shall not have any authority to enter into any agreement(s) on behalf of The Bank, draw, accept, or endorse any bill of The Bank or to use the name of The Bank except to the extent authorized by The Bank in writing.
- 8.10 The DSA shall not use any of The Bank's trade name, trade mark, symbol, logo or the words "**Company**" either individually or in conjunction or any other name(s) used by The Bank, on any stationery, letterhead, name board or otherwise, except to the extent and in the form and manner approved by The Bank in writing.
- 8.11 The DSA shall not modify or alter The Bank's Products in any manner whatsoever without the prior written consent of The Bank.
- 8.12 The DSA agree and undertakes that in performance of its obligations under this Agreement it will not directly or indirectly pay, offer or authorize payment for anything of value (either in the form of compensation, gift contribution or even otherwise) to any person (in particular, government officials/employees), organization, or political party, contrary to any law in force in India. The DSA will use good judgment to avoid even the appearance of any improper payment and will further ensure that business entertainment is of a perfectly lawful, legitimate and decent nature, and entertainment is of a perfectly lawful, legitimate and decent nature, and permissible by the procedure and business

For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K
Director

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Suresh
Director



principle of Integrity. To this end DSA has been provided with copies of The Bank's policies and principles of business integrity, as applicable to the DSA.

Employees, agents, consultants, representatives, or anyone working in any other capacity for DSA should only be reputable person, all of whom should be required to adhere to the requirements of this Clause and to the CODE OF CONDUCT and operating regulations of IBA.

- 8.13 The DSA undertakes that no unfair, monopolistic or restrictive trade practices as defined under the Monopolistic and Restrictive Trade Practices Act, 1969, or unfair labour practices as defined under the Prevention of Unfair Labour Practices Act, 1971, shall be adopted and it shall not collude/communicate with any competitor to fix prices for products/goods or services for any purpose whatsoever.
- 8.14 The DSA shall avoid any conflict of interest with The Bank and also undertakes that each and every person who is an employee, agent, consultant, or representative of DSA, will avoid any conflict of interest with The Bank, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligation under this Agreement, then such person will also take care to ensure avoidance of conflict of interest with The Bank and misuse of The Bank resources, in each and every act done by the DSA.
- 8.15 The DSA shall allow RBI or Bank or its representatives reasonable opportunity to inspect its premises during business hours for verification of all books, records, employee related or otherwise which are maintained by the DSA in connection with the Services rendered by it. This inspection shall not be construed as the statutory/internal audit of the DSA as may be required under any law.
- 8.16 The DSA agrees, accepts and acknowledges that The Bank is and shall be the sole and exclusive owner of all customer accounts and is and shall be entitled to receive all payments made by the Customers on customer accounts and that the DSA has no right, title or interest in said customer accounts.
- 8.17 The DSA shall follow at all stages, proper accounting, reporting and control procedure, including keeping all financial and non-financial records accurate, up to date and complete.

9. FEES, EXPENSES AND REMUNERATION:

- 9.1 In consideration of the services being rendered by the DSA under this Agreement, Company agrees to pay the DSA the remuneration which is more particularly specified in **Annexure I**, hereto.
- 9.2 In an eventuality of downsizing of loan by the customer after the payment of the sourcing fees to the DSA, The Bank shall reserve the right to recall from the DSA proportionate amount of the sourcing fees paid already. The repayment of sourcing fees is described in detail in **Annexure –I** annexed hereto.
- 9.3 All cases once getting disburse, but subsequently getting cancelled including over the counter cases as per policy/unbanked cheques greater than 30 days, the payouts will be

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo W
Director

For FINCRIF INDIA PRIVATE LIMITED
Suet.
Director



- reversed. The Bank shall provide to the DSA the details of the information pertaining to the same, prior to any such deductions.
- 9.4 All payments shall be made to the DSA after making statutory deductions, if any.
- 9.5 The Bank shall also have right to deduct and recover from the DSA, the additional/excess sourcing fees paid to the DSA from the sourcing fees payable in the next month, provided the same is intimated in writing to the DSA.
- 9.6 Payouts for Balance transfer cases shall be release only on procurement of original property title documents and completion of final tranche disbursement.
- 9.7 The Bank shall pay the sourcing fees on the loan disbursal amount for under construction property, wherein the loan disbursal is construction linked.
- 9.8 The payouts once release will be deemed correct, if no communication is received within 15 working days from the date of payout release. The DSA must revert in writing to The Bank within 15 working days of the date of payment of sourcing fees for any reconciliation of short payment of the sourcing fees, failing which any representation from the DSA in this regard will not be entertained.
- 9.9 It is understood that all taxes, levies, penalties etc (including Income Tax or any other tax or levy) in relation to the amounts payable by Company to the DSA are to be borne by the DSA, save and except Goods and Service Tax (GST), which would be borne by Company.
- 9.10 The DSA shall be responsible for payment of GST (if applicable) and shall comply with timely uploading of invoice details in the Goods and Service Tax Network (GSTN), for services / goods provided to Company and shall ensure that all requirements of an invoice as stipulated under GST Rules have been captured in the invoice.
- 9.11 The DSA agrees that in cases where there is mis-match of credit, non payment of tax, non filing of returns etc. due to which Company has to reverse the availed credit or there is non availability of credit, Company will restrict payment or recover the amount from the DSA. The details of such restriction may be decided at its discretion by Company.
- 9.12 The DSA agrees that it shall pass on the benefits/ savings of GST, if any, to The Bank including but not limited to (a) increase in input tax credit and (b) reduction in tax rates etc.
- 9.13 It is understood that where Company is required or allowed under law or by authorities to deduct taxes/ levies/ penalties etc., from the amount payable hereunder by Company to the DSA, then THE BANK will do so and pay to the Service Provider the net amount after making such deduction.
- 9.14 Company shall be entitled to set off against and deduct and recover from the amounts payable by Company to the DSA at any time, any tax, levy or other amount whatsoever which may be required to be deducted by law or any order of any Court/ Authority under any law now existent or which may come into existence during the currency of this

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Shyamadeok
Director

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Sweh.
Director



Agreement as also any and all amounts which may be or become payable by the DSA to Company under this Agreement or otherwise.

10. TDS CERTIFICATE CLAUSE:

- 10.1 The DSA shall furnish its/their Income Tax Permanent Account Number (PAN - AAFCF0580L) to The Bank along with the first bill raised by DSA to The Bank. In the event of non-receipt of the Permanent Account Number along with the first bill, The Bank will assume that the DSA has applied for the allotment of Permanent Account Number and the same is yet to be allotted. The DSA shall undertake to furnish the Permanent Account Number to The Bank immediately on allotment of the same and in case of non-receipt of Permanent Account Number; The Bank will issue the TDS Certificate to the DSA mentioning that the DSA has applied for the allotment of Permanent Account Number, under the column "**Permanent Account Number**" in the TDS certificate.
- 10.2 The Bank will issue a consolidated TDS Certificate to the DSA reflecting the total amount of TDS (with break up figures) deducted from time to time while making payments to the DSA during the relevant financial year. This consolidated TDS Certificate will be issued within 30 days from the expiry of the relevant financial year, that is to say, for the financial year _____, consolidated TDS Certificate will be issued within 30 days from 31st March, _____. However, Company will ensure timely deposit of TDS (deducted from the payments made to the DSA) as per the requirements under the relevant and applicable provisions of the Income Tax Act.

11. NON SOLICITATION:

That during the term of this Agreement and for twelve (12) months thereafter, DSA shall not offer employment to or employ, either directly or indirectly, whether as an independent contractor, consultant, employee or otherwise, any individual /employee of THE BANK, who is or was during the validity of the Agreement and for the preceding twelve (12) months, was involved in the performance of the Agreement or any Services Contract in any way. In the breach of any provision and clause, THE BANK reserves the right to take any necessary and appropriate action.

12. TERMINATION:

- 12.1 Either Party to this Agreement shall have a right to terminate this Agreement for convenience, with or without assigning any reasons, on giving not less than 45 (Forty Five) days' prior written notice of intention to do so, to the other Party.
- 12.2 Notwithstanding anything herein contained, The Bank may by giving 15 (Fifteen) days notice in writing to the DSA terminate this Agreement in the event of any default by the DSA, if the default is curable and is not cured by the DSA within the period stipulated by

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo n
Director

For FINCRIF INDIA PRIVATE LIMITED
Suet.
Director



Company .

- 12.3 Notwithstanding anything herein contained ,The Bank may by giving 15 (Fifteen) days notice in writing to the DSA, forthwith terminate this Agreement under any one or more of the following conditions, without penalty:
- 12.4 If, in the reasonable opinion of Company, performance of any of the Services under this Agreement by the DSA or its employees, is not acceptable as being in contravention of any laws as may be applicable from time to time or industry practice or in contravention of IBA's Code of Conduct, under the circumstances which would amount to objectionable service.
- 12.5 If Company is informed or information comes to The Bank's attention that the DSA is or may be in the violation of any law/s, ordinance/s, regulation/s, code/s or court or quasi-judicial order/s or there is an explicit and formal objection raised by the regulators/auditors with regard to continuation of provision of Services by the DSA.
- 12.6 If the DSA and/or any individual assigned by it for the performance of the Services under this Agreement fails to perform the Services under this Agreement or to observe any of its obligations, or breaches all or any of the terms of this Agreement.
- 12.7 If in the opinion of Company the interests of Company are jeopardized in any manner whatsoever, including but not limited to as described in Clause 21.
- 12.8 If the DSA discontinues its business.
- 12.9 If there is an event of any change in the constitution; or management of the DSA whether or not involving a change in the ownership structure, unless the DSA informs Company and obtains the prior written consent from Company of such change;
- 12.10 If a petition for insolvency is filed against the DSA and such petition is not dismissed within 90 (Ninety) days after filing and/or if the DSA makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of the DSA' s properties.
- 12.11 Upon the termination or sooner determination of this Agreement for any reason, the DSA shall promptly return or destroy all Confidential Information in its possession or control, and shall destroy or, if applicable, erase any remaining copies of all such Confidential Information, including any electronically stored copies. An authorized person of the DSA shall certify in writing to such return and/or destruction and that no Confidential Information has been retained.
- 12.12 In the event that this Agreement is terminated for any reasons, the DSA shall forthwith hand-over to Company all documents, material and any other property belonging to Company that may be in the possession of the DSA or any of its employees, agents or individuals assigned by the DSA to perform the Services under this Agreement.
- 12.13 It is hereby agreed and understood between the Parties that the provisions of this Clause shall not limit, restrict or preclude The Bank from pursuing such further and other legal actions, against the DSA for any breach or non-compliance of the terms of this

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FINCRIF INDIA PRIVATE LIMITED
Shyamdeo n
Director

For FINCRIF INDIA PRIVATE LIMITED
Sudh
Director



Agreement.

- 12.14 Company shall not be liable for any damages, claims of loss of profit, loss of investment or any such claims of a similar nature, in the case of termination of the Agreement by any mode or for whatever reasons.

13. CONSEQUENCES OF TERMINATION:

Without prejudice to the above, in the event of the expiry or prior termination of the Agreement as aforesaid, the DSA shall unless otherwise agreed upon, do the following forthwith;

- (a) Ensure that all employees or other persons engaged by it and who are deputed to perform the Services in the Premises, return all identity/visiting cards available in their possession;
- (b) Cease to use the name, trademark, symbol or logo of The Bank on any stationery, letterhead, document, nameplate, furniture, representation or in any other manner;
- (c) Return to The Bank all stocks of stationery, promotional material of any kind, sales literature, brochures and all other items of similar nature; and
- (d) Cease to represent Company or source Business for Company, in any manner whatsoever.
- (e) Return or destroy all Confidential Information in its possession or control, and shall destroy or, if applicable, erase any remaining copies of all such Confidential Information, including any electronically stored copies. An authorized person of the Service Provider shall certify in writing to such return and/or destruction and that no copies of the Confidential Information have been retained.
- (f) Hand-over to Company all documents, material and any other property belonging to Company that may be in the possession of the DSA or any of its employees, agents or individuals assigned by the DSA to perform the Services under this Agreement.

14. CONFIDENTIALITY:

- (a) The DSA acknowledges and agrees that it is aware of the sensitivity and secrecy obligations of Company in keeping the Customer information and transaction records and ensures that neither the DSA nor any of its personnel will do any act violating the same.
- (b) It is hereby agreed by and between the Parties hereto that all Confidential Information shall be kept confidential and shall not be disclosed, except with the written permission of The Bank, to third parties or otherwise use, except in connection with this Agreement and the performance of its duties and obligations thereunder, except for disclosures required by any law or required to be made to Governmental agencies. All such data compiled by the DSA shall be the exclusive property of Company and the DSA shall not have any rights over the data whatsoever.

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo hu
Director

For FINCRIF INDIA PRIVATE LIMITED
Suresh
Director



- (c) In the event of a breach or threatened breach by the DSA for the aforesaid clause, monetary damages may not be an adequate remedy; therefore Company shall be entitled to injunctive relief in addition to monetary damages to restrain the DSA from any such breach, threatened or actual.
- (d) The DSA agrees to: (i) take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration; (ii) Not to misuse or permit misuse directly or indirectly, commercially exploit the Confidential Information for economic or other benefit; (iii) Not to make or retain any copies or record of any Confidential Information submitted by Company other than as may be required for the performance of the DSA's obligation under this Agreement; (iv) Notify Company promptly of any unauthorized or improper use or disclosure of the Confidential Information; (v) Notify Company promptly of any court order to disclose information recorded on documents or disclose any confidential information, it shall notify Company in writing, in sufficient detail, immediately upon receipt of such court order, subpoena or other legal or regulatory direction/ request or similar process, in order to permit Company to make an application for an appropriate protective order. Such notice shall be accompanied by a copy of the Court order, subpoena or other legal or regulatory direction/request or similar process. The DSA shall give an opportunity to Company to move the appropriate court in appeal to obtain a stay order if Company so desires; (vi) Return all the Confidential Information that is in the custody of the DSA upon termination/expiry of this Agreement along with all copies and replicas and facsimiles thereof; (vii) Ensure that the Do Not Call Registry numbers are not passed on to any unauthorized person/s or misused in any manner.
- (e) The DSA hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Company under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing the DSA's obligations under this Agreement, provided that prior to any such disclosure, Company's written consent shall be obtained.
- (f) It shall be incumbent upon the DSA to undertake not to disclose any business related information of Company to any third person and the DSA shall keep all knowledge of the business activities and affairs of Company strictly confidential and also to ensure that neither the DSA nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Company.
- (g) Access to Customer information by staff of the DSA shall be limited to those areas where the information is required in order to perform the services.
- (h) The provisions of this Section shall survive the termination of this Agreement.

15. INTELLECTUAL PROPERTY RIGHT:

For FINCRIF INDIA PRIVATE LIMITED
Shigamdeo kv.
Director

Classification: Internal - Vendor Shareable

For FINCRIF INDIA PRIVATE LIMITED
Suzek.
Director



Each Party acknowledges that nothing contained in this Agreement transfers to the other Party any right, title or proprietary interest (including without limitation any intellectual property rights), in any part which are the subject matter hereof, or any proprietary information (including without limitation any trademarks, service marks, trade names, or logos ("**Marks**"), trade secrets, knowhow, inventions, patents (including any applications, extensions, continuations, renewals and re-issues thereof), copyrights, designs and industrial designs).

Parties agree that they shall use the proprietary marks of each other in relation to this Agreement. DSA shall furnish to The Bank all such materials and advertisements prior to circulating or publishing and obtain prior written consent of The Bank which consent shall not be unreasonably withheld.

The Parties acknowledge and accept that any use of the intellectual property rights of Company and/or DSA on the materials, advertisements etc. relating to the Services and other matters incidental thereto or related therewith shall not constitute an infringement of the intellectual property rights of Company and/or DSA under applicable laws.

The Parties further agree that neither Party shall acquire any right whatsoever through use in commerce in the intellectual property rights of the other Party on account of permitted use in terms of the above and all such rights pertaining to use and title of all intellectual property rights shall exclusively vest with such Party.

The Parties covenant that they shall forthwith upon learning of any unauthorized reproduction, use, or modifications of the intellectual property rights of the other Party inform such Party of the same and will assist the said Party in taking all actions deemed necessary against such acts.

The Parties covenant that the said usage of the Marks shall be during the tenure of the present arrangement and shall cease upon termination of the same. It is clearly understood between the Parties that there shall be no consideration for the use of the trademark/ trade name of the DSA and/or Company and the usage of the DSA's and/or Company's Marks does not give any right in the information on the application form to the DSA. Upon termination or discontinuation of this arrangement on any grounds whatsoever, DSA and/or Company shall forthwith:

cease to use the name, trademark, symbol or logo of The Bank and/or the DSA on any stationery, letterhead, document, nameplate, furniture, marketing material, product brochures, representation or in any other manner;

16. FORCE MAJEURE:

Notwithstanding anything to the contrary in this Agreement, a Party hereto shall not be liable to the other Party for any loss, injury, delay, damages or other injury suffered or incurred by such other Party due to strikes, lock-outs, riots, storms, fire, explosions, acts of God, war whether declared or not, Government or police action or any other cause which is beyond the reasonable control of such Party nor shall any failure or delay by

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FINCRIF INDIA PRIVATE LIMITED
Shyamdeo Kr.
Director

For FINCRIF INDIA PRIVATE LIMITED
Sued.
Director



either Party hereto in the performance of any of its obligations under this Agreement due to one or more of such causes be construed as a breach of this Agreement or any provision of this Agreement, as the case may be, for the purpose of it being considered a default under the termination clause or for any other purpose.

17. NON- WAIVER:

No admission or delay on the part of any Party hereto in requiring the due and punctual fulfillment by any other Party or Parties hereto of the obligations of such other Party hereunder shall be deemed to constitute a waiver by omitting or delaying Party of any of its rights to require such due and punctual fulfillment.

18. REPRESENTATIONS AND WARRANTIES:

- a. The DSA hereby represents that it has the authority, skill, experience and resources to render services hereunder and shall so render the services in an ethical and bona fide manner and in compliance with all laws and regulations.
- b. The DSA shall comply with IBA's Code of Conduct, all applicable laws in relation to the "National Do Not Call Registry" (the "DNC Registry"). The DSA should have a valid Registration Certificate from the Department of Telecommunications (DoT) or any other agency as authorized by DoT.
- c. If DSA during the performance of its duties does any collection on behalf of the Bank, the same should be done strictly in conformity with the IBA's code for collection and further DSA should refrain from doing any action that could damage the integrity and/or reputation of the Bank and that DSA should observe strict customer confidentiality.
- d. DSA hereby confirms that they have received the copy of BCSBI Code of July, 2006 (Banking codes and Standards Board of India) as amended from time to time and which is specifically in relation to Code of Banks Commitment to Customers from the Banks and further confirms that the DSA will strictly comply and adhere to the said BCSBI Code.
- e. The DSA is duly organized, validly existing, and in good standing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- f. The DSA has obtained all necessary licenses, permissions, registrations (as applicable) including but not limited to Shops and Establishment Act, for all its office locations and Service Tax registration. In addition, the DSA shall make necessary nominations under the Payment of Gratuity Act, 1972, Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employee State Insurance Act, 1948, etc. for all his employees with the necessary authorities.

FOR FINCRIF INDIA PRIVATE LIMITED
Shyamdeo kr
Director

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FOR FINCRIF INDIA PRIVATE LIMITED
Suresh
Director



- g. The DSA shall take and has appropriate mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data pertaining to Company, the Customers, any other third party in relation to this Agreement or the services and shall take appropriate precautions not to breach the privacy of Company, the Customers, or any third party during the course of performance of its obligations herein.

19. INDEMNIFICATION:

- 19.1 The DSA shall at its own expense, indemnify, defend and hold harmless Company and Affiliates of Company, their respective officers, Directors, personnel, representatives, consultants, nominees, designees from and against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss that may occur, arising from or relating to: (i) Non-performance, inadequate performance, provision of deficient services, breach, misconduct or negligence by the DSA, its personnel of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement, including but not limited to the obligations of the DSA pertaining to data protection, confidentiality and intellectual property rights of Company, or any guidelines issued by Company to the DSA from time to time; (ii) Acts, omissions, errors, representations, misrepresentations, misconduct, negligence of the DSA and/or its personnel in performance of its obligations under this Agreement; (iii) Loss, misappropriations, misuse or damage to the documents or instruments/things that are in the possession of the DSA or its personnel or any other persons engaged by the DSA or within the control of the DSA; (iv) Any loss, damages to the Customers through any acts or omissions of the DSA and/or its personnel; (v) Contravention of any law, as may be applicable from time to time, or industry practice, or violation of any policies of Company.
- 19.2 In the event of any claims being made on Company, the DSA undertakes to pay on first demand made by Company of any amount on this account without any demur, reservation, contest, protest whatsoever within 2 (Two) working days of the demand being made. Company shall also be entitled to settle any or all Claims made on it and recover the amount so paid from the DSA.
- 19.3 The DSA hereby authorises Company to make deductions to any sum, being the cost, expenses, loss or damage suffered by it on account of any default or breach committed by the DSA or its employees, agents, representatives, as mentioned hereinabove or hereinafter. The decision of Company as to the amount of cost, expenses, loss or damage suffered shall be final and binding on the DSA and the DSA shall not protest, contest the same on any ground whatsoever.
- 19.4 The DSA shall not set up defense or claim in any suit, plaint, petition, complaint, written statement, application to the effect that the employees of the DSA are the employees of

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdu hv.
Director

For FINCRIF INDIA PRIVATE LIMITED
Swek.
Director



Company and in the event any defense is set up the same shall be a fraud upon the court or authority where such defense or claim is set up.

20. CONSTRUCTION:

- 20.1 This Agreement sets forth the entire Agreement and understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them, and none of the Parties shall be bound by any conditions, understandings or representations with respect to such subject matter other than those expressly provided therein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorised officer of the Party to be bound thereby.
- 20.2 The Articles, Sections, paragraphs and other headings contained in this Agreement are for general reference and guidance and shall not be conclusive as to the meaning or interpretation of this Agreement.

21. COUNTERPARTS:

This Agreement shall be executed simultaneously in 2 (Two) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute 1 (One) instrument.

22. AMENDMENTS:

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties.

This Agreement supersedes and nullifies all previous arrangements/discussions between the Parties in relation to the Services or otherwise.

23. ASSIGNMENT

Company may at any time, at its sole discretion assign, cause to assign, and/or transfer any of its rights, benefits, obligations or duties accruing under this Agreement to any of its affiliates, subsidiaries, group Companies or holding Company and DSA hereby expressly agrees that in that event, Company is not required to obtain any prior permission from the DSA.

The DSA shall not assign, transfer or subcontract any of its rights and responsibilities contained in this Agreement to any sub-agent or subcontractor without prior written permission of Company, which Company may deny at its absolute discretion and if Company gives such prior written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and/or liabilities

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K
Director

For FINCRIF INDIA PRIVATE LIMITED
Suek
Director



and The DSA shall be fully responsible for all acts and omissions of its sub-contractors or sub-agents.

24. ADDITIONAL DOCUMENTS:

Each Party hereto shall promptly execute and deliver such additional documents as are reasonably required by any other Party hereto for the purpose of implementing this Agreement. Provided that no such document shall be inconsistent with the provisions hereof.

25. INDEPENDENT PARTIES:

- 25.1 The Parties shall act in all matters pertaining to this Agreement as independent Parties. The Agreement is being entered into on a principal to principal basis and does not and shall not be deemed to make either Party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. It is expressly agreed by the Parties that Company shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in the event of the death of, or in the event of any injury sustained by any employee, agent, representative of the DSA during performance of their functions or rendering services under this Agreement.
- 25.2 The DSA shall ensure that all visiting cards of its employee mention the name/entity of the DSA clearly, as associate of The Bank, and that all identity cards issued to its employees clearly display the name/entity of the DSA and the designation or work profile/nature of work of the relevant employee in The Bank /Business entity of the DSA. The requirements of this clause shall, so far as engagement of non-employees by the DSA is concerned, be applicable in like manner as it would have applied in the context of employees.
- 25.3 All bills/invoices and other communications from the DSA to any party must necessarily carry/show the name/entity of the DSA only and not mention the name of Company.

26. REPRESENTATIONS ON AUTHORITY:

Each signatory to this Agreement represents and warrants that he is duly authorised by the Party for and on whose behalf he is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.

27. PARTIAL INVALIDITY:

It is expressly agreed and declared that if, for any reason whatsoever after execution hereof, any Court of competent jurisdiction holds any provision hereof to be illegal, void

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For FINCRIF INDIA PRIVATE LIMITED
Shyam Das Kumar
Director

For FINCRIF INDIA PRIVATE LIMITED
Director



or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the legality, validity and enforceability of any other provisions of this Agreement.

28. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of India.

29. ARBITRATION:

- 29.1 Any dispute, controversy or difference which may arise between the Parties out of or in relation to or in connection with this Agreement, shall first be resolved by amicable negotiations within 30 (Thirty) days of the commencement of discussions, failing which the matter shall be referred to the managing directors of the disputing Parties. If no resolution is reached by the Parties within 30 (Thirty) days of commencement of discussions, the dispute shall be submitted for exclusive resolution by arbitration under the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof. The arbitration shall be held in Mumbai only and the language to be used in the arbitration proceedings shall be English. The existence of any dispute shall not release the Parties of their respective obligations under this Agreement.
- 29.2 Each Party further agrees that it shall not commence or maintain any suit or legal proceeding concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided for herein and then only for enforcement of the arbitral award, if any.
- 29.3 Notwithstanding the aforesaid, each Party shall have the right to institute judicial proceedings against the other Party or any one acting through or under such Party in order to enforce the instituting Party's rights hereunder through amendment of contract, specific performance, injunction or similar equitable relief.
- 29.4 The courts of Mumbai shall have exclusive jurisdiction to try and entertain any proceedings arising out of or in relation to this Agreement.

30. NOTICES:

All notices and other communications in respect of this Agreement shall be given in writing in English by registered airmail, postage prepaid, or by facsimile to the Party entitled thereto at its address set forth below, or such other address as it shall hereafter designate for this purpose:

A) In the case of a notice to IDFC FIRST BANK Limited at:

Address : The MANAGER, IDFC FIRST BANK Limited

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K.
Director

For FINCRIF INDIA PRIVATE LIMITED
R. web
Director



IDFC FIRST BANK LTD
PLOT NO.6B PUSA ROAD
RAJENDRA NAGAR
NEW DELHI - 110060

Telephone No :
Fax :
Email id :

With a copy to: Head- Legal , IDFC FIRST BANK Limited
Address : IDFC FIRST BANK
Limited,

Naman Chambers, BKC, Mumbai

Telephone No :
Fax :
Email id :

B) in the case of a notice to the DSA at:

Address : E-54, NOIDA SECTOR-3, 201302

Telephone No : 7835906702

Fax :

Email id : shyamdeo@finerif.com

or such other address as the Party to whom such writing is to be given shall have last notified to the Party giving the same in the manner provided in this Clause.

The notice will be deemed to have been served on the DSA on proof of having posted/delivered the notice to the addresses given herein. The notice will be considered to be received by Company on actual receipt of the said notice.

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K
Director

For FINCRIF INDIA PRIVATE LIMITED
Director



31. COMPLIANCE WITH LAWS:

- 31.1 At all times DSA shall keep itself fully informed of applicable laws, ordinances, regulations, rules and orders of the land, in performances of the Services including procurement and renewal of licenses, permits, and certificates and payment of taxes where required.
- 31.2 The DSA shall at its own cost, compulsorily register itself with DoT as Telemarketers and obtain for itself, from DoT, or any other agency authorized by DoT, valid registration certificate. Further the DSA, as a Telemarketer, shall comply with the Guidelines/Orders/Directions/Regulations issued by DoT and the TRAI on Unsolicited Commercial Communications (UCC) in performances of the Services according to this Agreement. The DSA shall not resort to invasion of privacy, viz. persistently bothering the Customers of Company or prospective Customers at odd hours, violation of "do not call" code, etc nor shall call on Do Not Call Number (DNCN) which are not cleared by Company without prior written consent from Company. The DSA Shall strictly adhere to the IBA's Code of Conduct.
- 31.3 The DSA shall not hold Company liable for any non compliance as set out in clause 29.2 above and the DSA shall, at its own expense, indemnify, defend and hold harmless Company and Affiliates of Company, their respective officers, directors, personnel, representatives, consultants, nominees, designees from and against any damages, losses, claims, costs and expenses pertaining to the non compliance of the clause above.
- 31.4 The DSA shall at its own cost, obtain for itself, and renew in accordance with requirement/law, licenses including those under the Contract Labour (Abolition and Regulation) Act, 1970, registrations, permissions, etc. and submit such returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the DSA. Any loss caused, penalty imposed or legal obligation created on account of the failure to adhere to any Laws in regard to submission of such returns as may be required, shall be borne by the DSA and The Bank shall not be liable for any damages or payments in this regard.
- 31.5 The DSA shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant Labour Laws including but not limited to Minimum Wages Act, Provident Fund Act, Employees' State Insurance Act etc. and other applicable statutory enactment's including but not limited to the Bombay Shops and Establishment Act, 1948, for all its office locations (which office locations, as well as any other addresses of the DSA shall be maintained by the DSA independent of and in addition to the offices of The Bank), and will provide Services in full compliance with all laws, ordinances, regulations, rules and order of the land. The DSA shall ensure that it has its own independent registrations

For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo M
Director

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For FINCRIF INDIA PRIVATE LIMITED
Sudh
Director



and employer code numbers under the Provident Fund Act and the Employees State Insurance Act.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorised representatives as of the date first above written.

SIGNED, SEALED and DELIVERED

By _____
the _____ within named, IDFC FIRST Bank
Ltd through its authorized representative

Signature: _____

Name: _____

Title: _____

Date: _____

In the presence of:

Witness 1: _____

**SIGNED, SEALED and
DELIVERED** By _____ the _____ within
named AGENCY, M/s _____ through its
authorized representative

FINCRIF INDIA PRIVATE LIMITED

Signature _____

Name: _____

Title: _____

Date: _____

In the presence of:

Witness 1: _____

For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo Kr
Director

For FINCRIF INDIA PRIVATE LIMITED
Sweta
Director



ANNEXURE – I

This ANNEXURE I is annexed to and is made an integral part of this Agreement dated 21/06/2023 between **Company** and **the DSA**.

FEE STRUCTURE

[CONSIDERATION FOR SERVICES RENDERED]

1. **Company** shall pay to **the DSA**. The following payout structure:

Disbursal Slab (per month)	Payout%
< 75 Lacs	2.50%
75 Lacs – 1.49 Cr	2.75%
1.50 Cr – 2.99 Cr	3.00%
3 Cr – 29.99 Cr	3.25%
30 Cr – 49.99 Cr	3.30%
50 Cr – 64.99 Cr	3.35%
65 Cr – 79.99 Cr	3.40%
80 Cr – 99.99 Cr	3.45%
100 Cr or more	3.50%

Disbursal Slab in Crs	Payout %
12 Month Tenure	1.75%

2. According to the above Clause 9 the DSA will raise monthly bills for the services/work done in the previous month as per the rates given above.
3. The payment will be made by Cheque/Demand Draft.
4. The said payment of fee shall be subject to deduction of Income Tax or any other tax or levy at source at the applicable rates and other deductions, if any under the agreement.
5. The above fee structure is valid from the effective date of the Agreement.

Agency Seal and Signature

Director


Director

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ANNEXURE – II

This ANNEXURE II is annexed to and is made an integral part of the Agreement dated 21/06/2023 between Company (hereinafter referred to as Company) and (hereinafter referred to as the DSA).

SCOPE OF SERVICES

1. The DSA shall approach, discuss and procure customers for and behalf of Company. All forms of interaction with prospectus whether by way of telephone calls, personal visits or any other form shall be based purely on the product features, benefits and the terms communicated to the DSA from time to time.
2. The DSA or any of its employees shall maintain the highest professional integrity and ethical code of conduct in their dealing
3. The DSA shall be provided on a regular basis a stock of relevant acceptance forms, relevant brochures, pamphlets etc. and all such information, data and material as may be deemed necessary by Company to enable the DSA to render its Services.
4. The DSA shall get the prescribed acceptance form duly and completely filled up and signed from the prospective customer. The DSA shall send the duly completed documents along with required supporting documentation directly to Company, Company reserve its right to fix minimum application procurement targets for the DSA and Company will inform the DSA from time to time about its targets.
5. The DSA shall perform verification with regard to the information provided by the prospective customer including the address.
6. The DSA shall not collect cash from any prospective customer.
7. The DSA shall hand-over or forward the acceptance form so collected from time to time and in the manner informed by The Bank on the day of its receipt or latest by the following day.
8. The DSA shall procure and provide to Company any additional information as and when required.
9. It is clearly understood by the DSA, that Company may at its sole discretion, accept or reject the application by assigning reasons for rejection, whatsoever and without any liability/obligation towards the DSA and/or towards the prospective customer. If for any reason, a prospective customer is finally not converted into a Loan customer by Company, the application shall become null and void.
10. It is hereby clarified and agreed that the application form and the information contained therein shall not be returned by Company to the DSA and/or the prospective customer in any circumstances, and that the application shall become the property of The Bank and The Bank shall be entitled to use the said information in any manner. It shall be the

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo Kr
Director

For FINCRIF INDIA PRIVATE LIMITED
Sachin
Director

responsibility of the DSA to inform the prospective customer of this fact in advance before receipt of the application.

11. In the event of any loss/misplacement etc. any/all application the DSA shall intimate Company within 12 hours of its discovering of the lost/misplaced application. The DSA shall be responsible to immediately contact the prospective customer ensures collection of fresh application customer within two working days thereafter failing, which DSA shall be responsible to Company for loss of customer as also consequential losses.
12. Under no circumstances, the DSA or any of its employees shall make any false promise, commit fraud as determined by Company, or statement or offer or representation to the prospective customer including but not limited to fee waivers/referrals/gifts etc. The DSA shall be solely responsible for the same and would make good the loss suffered by Company on account of the aforesaid representations and statements etc. and further agree to indemnify Company in this regard.
13. In the event of any fraud perpetrated by the DSA or any of its employees including but not limited to sales executive the DSA shall be solely responsible and liable for all the cost, expenses and consequences thereof which Company may incur or sustain in this regard. The DSA agrees and undertakes to extend all its co-operation to Company in case, Company decides to initiate legal action or ask the DSA to initiate legal action.

For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K.
Director

For FINCRIF INDIA PRIVATE LIMITED
Sach.
Director



ANNEXURE – III

This ANNEXURE III is annexed to and is made an integral part of this Agreement dated 21/06/2023 between IDFC FIRST BANK Limited and the DSA.

CODE OF CONDUCT FOR DIRECT SELLING AGENTS

PREAMBLE:- Model Code of Conduct for DSA's is a non-statutory code issued by Indian Banks Association , a voluntary association of Banks in India for adoption and implementation by DSA while operating as Agents of Banks and Financial institution.

1. Applicability

The Direct Sales Agent (DSA) Code of Conduct has been adopted and included as part of the agreement between IDFC FIRST BANK Limited and the DSA Establishment. This code will apply to all persons employed by the DSA who would be involved in marketing and distribution of LAP / HL / LCP/BIL and other related services of the Bank. The DSA and its Telemarketing Executives (TMEs) & field sales personnel, namely, Business Development Executives (BDEs) must agree to abide by this code prior to undertaking any direct marketing operation on behalf of The Bank. Any TME/BDE found to be violating this code will be blacklisted and such action taken be reported to the Bank from time to time by DSA. Failure to comply with this requirement may result in permanent termination of the business tie-up of the DSA with the Bank and may even lead to permanent blacklisting by the industry.

To ensure that the TMEs and BDEs adhere to the terms of this Code of Conduct, the DSA will obtain a declaration from the TMEs and BDEs before assigning them their duties.

2. Tele-calling a Prospect (a prospective customer)

The DSA will contact a prospect for sourcing a company related product only under the following circumstances:

When prospect has expressed a desire to acquire a product through The Bank's internet site/ call centre/ Branch or through the Relationship Officer at The Bank, or has been referred to by another prospect/customer, or is an existing customer of the Bank who has given consent for accepting calls on other products of The Bank.

When the prospect's name/telephone number/ address is available & has been taken from one of the lists/directories/databases approved by the Manager / Team Leader of the DSA after taking his/ her consent.

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K
Director

For FINCRIF INDIA PRIVATE LIMITED
Subir
Director



The DSA will ensure that their TME will not call a person whose name/number is flagged in any "do not disturb" list made available to him/her.

3. Contacting a prospect on telephone

Telephonic contact will normally be limited between 0930 Hrs and 1900 Hrs. However, the DSA will ensure that a prospect is contacted only when the call is not expected to inconvenience him / her.

Calls earlier or later than the prescribed time period may be placed only when the prospect has expressly authorized TME/BDE to do so either in writing or orally

4. Can the prospect's interest be discussed with anybody else?

The DSA will make sure that a prospect's privacy is respected. The prospect's interest normally will be discussed only with the prospect and any other individual/family member such as prospect's accountant/secretary /spouse, authorized by the prospect.

4.1 Leaving messages and contacting persons other than the prospect.

Calls will first be placed to the prospect. In the event the prospect is not available, a message will be left for him/her. The aim of the message will be to get the prospect to return the call or to check for a convenient time to call again. Ordinarily, such messages will be restricted to the following:

"Please leave a message that XXXX (Name of officer) representing <Name of the DSA Establishment> called and requested to call back at ZZZZZZ (phone number)".

As a general rule, the message will indicate that the purpose of the call is regarding selling of the Banks Mortgage Product.

5. No misleading statements/misrepresentations permitted The TME/BDE wills not -

- a) Mislead the prospect on any service / product offered;
- b) Mislead the prospect about the DSA Establishment's business or name, or falsely represent themselves.
- c) Make any false / unauthorized commitment on behalf of IDFC FIRST BANK Limited for any facility/service.

6. Telemarketing Etiquettes

6.1 PRE - CALL

- a) No calls prior will be made prior to 0930 Hrs or post 1900 Hrs unless specifically requested.
- b) No serial dialling will be made

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo K.
Director

For FINCRIF INDIA PRIVATE LIMITED
Swch
Director



c) No calling will happen on lists unless list is cleared by Team Leader

6.2 DURING CALL

- a) The Telemarketing executive will identify himself/ herself, the DSA Establishment's name and the name of the Bank.
- b) He /She will request permission to proceed
- c) If denied permission, he/she will apologize and politely disconnect.
- d) He /She will state reason for the call.
- e) He/ She will always offer to call back on landline, if call is made to a cell number.
- f) He /She will never interrupt or argue
- g) To the extent possible, he/she will talk in the language that is most comfortable to the prospect
- h) He / She shall keep the conversation limited to business matters
- i) He /She shall check for understanding of "Most Important Terms and Conditions" by the customer if the prospect plans to buy the product
- j) He/She will reconfirm next call or next visit details
- k) He/ She will Provide their telephone no, their supervisor's name or the Bank's Relationship Officer's contact details if asked for by the customer.
- L) He/ She will thank the customer for his/her time

6.3 POST CALL

- a) Customers who have expressed their lack of interest for the offering will not be called for the next 3 months with the same offer
- b) The DSA Establishment will provide feedback to The Bank on customers who have expressed their desire to be flagged "Do Not Disturb"
- c) The DSA Establishment will never call or entertain calls from customers regarding products already sold. It will advise them to contact the Customer Service Staff of The Bank.

7. Gifts or bribes

No TME/BDE will accept gifts from prospects or bribes of any kind. Any TME/BOE offered a bribe or payment of any kind by a customer will report the offer to the Management.

8. Precautions to be taken on visits/ contacts

The BDE will:

- a) Respect personal space - maintain adequate distance from the prospect. He/She will not enter the prospect's residence/office against his/her wishes;
- b) No prospect will be visited in large numbers - i.e. not more than one BDE and one Supervisor, if required.
- c) Respect the prospect's privacy.
- d) If the prospect is not present and only family members/office persons are present at the time of the visit, he/she will end the visit with a request for the prospect to call back.
- e) Provide his/her telephone number, and the supervisor's name or the concerned company officer's contact details, if asked for by the customer.
- f) Limit discussions with the prospect to the business - Maintain a professional distance.

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For FINCRIF INDIA PRIVATE LIMITED
Shyamdeo
Director

For FINCRIF INDIA PRIVATE LIMITED
Sachin
Director



9. Other important aspects - Appearance & Dress Code

BDEs will be appropriately dressed.

For men this means well-ironed trousers; well-ironed shirt, shirt sleeves preferably buttoned down.

For women this means well-ironed formal attire (Saree, Suit etc.) - Well-groomed appearance. Jeans and/or T Shirt, open sandals shall not be considered appropriate.

10. Handling of letters & other communication,

Any communication sent to the prospect shall be only in the mode and format approved by The Bank.

For FINCRIF INDIA PRIVATE LIMITED
Shyam Dew kv.
Director

For FINCRIF INDIA PRIVATE LIMITED
Soy,
Director



Declaration-Cum-Undertaking

[To be obtained by the DSA from TMEs/ BDEs employed by them]

Re: IDFC FIRST BANK Limited Code of Conduct

Dear Sir,

I am working in your company as a CHANNEL PARTNER. My job profile, inter-alia, includes offering, explaining, sourcing, and assisting documentation of products and linked services to prospective customers of IDFC FIRST BANK Limited [the Bank].

In the discharge of my duties, I am obligated to follow the IBA's Code of Conduct attached to this document.

I confirm that I have read and understood and agree to abide by the IBA's Code of Conduct. I further confirm that the full facts have been explained to me.

In case of any violation, non-adherence to the said Code, you shall be entitled to take such action against me as you may deem appropriate.

Signed on this 21st day of JUNE 2023

For FINCRIF INDIA PRIVATE LIMITED
Signature Shyamdeo K.
Director

Name SHYAMDEO KUMAR Agency FINCRIF INDIA PVT LTD.

For FINCRIF INDIA PRIVATE LIMITED
[Signature]
Director

