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HDFC BANK LTD.

Terms and Conditions for Digital Application and SERVICE PROVIDER(Vendor / Business Facilitator) Agreement through Digital/Electronic Signature

1. This is the Digital format of the Application and SERVICE PROVIDER/ Business Facilitator Agreement.
2. By continuing in the link, SERVICE PROVIDER/Business Facilitator agrees for e-Stamping and electronic Signature on the said document.
3. The SERVICE PROVIDER / Business Facilitator hereby expressly acknowledges and confirms that it/its authorized signatory(ies) on its behalf, has/ve read, verified, understood this Document and the SERVICE PROVIDER/Business Facilitator has irrevocably agreed to and accepted, signed and delivered this document including all the terms and conditions contained in this document/terms and conditions, (collectively, "Document"), by way of electronic signature (e-sign) or digital signature (of the SERVICE PROVIDER/Business Facilitator in case of an individual, or of the authorized signatories of the SERVICE PROVIDER/Business Facilitator in case of the non-individual) or any electronic authentication technique, and no other further act, deed or writing or any physical or wet signature or acceptance on part of the SERVICE PROVIDER/Business Facilitator shall be required for signing, acceptance and delivery by the SERVICE PROVIDER/Business Facilitator.
4. The acceptance, signing and delivery by/for and on behalf of the SERVICE PROVIDER/ Business Facilitator is complete and absolute as above.
5. Upon signing of this Document by the SERVICE PROVIDER/ Business Facilitator this document and any electronic copy made by/on behalf of the Bank thereof shall be deemed and treated as an original Document. The Bank may print paper copies of the electronic record or produce in any such form at its discretion, of this Document and/or of logs/records of signing by the SERVICE PROVIDER / Business Facilitator as aforesaid, and the same shall be fully binding on the SERVICE PROVIDER / Business Facilitator. The SERVICE PROVIDER/ Business Facilitator has no objection to such print-outs or any such other form (in the discretion of Bank) being produced by the Bank including in evidence in any court, tribunal or otherwise, to prove the signing, acceptance, execution as above, as well as the contents of the contract.
6. For the purpose of stamp duty, the Bank may optionally designate this document as the principal agreement or require any extract of any part of it ("Relevant Extract") to be designated as the principal agreement and such determination of the Bank would be deemed to be final and binding on the SERVICE PROVIDER / Business Facilitator. The SERVICE PROVIDER / Business Facilitator acknowledges that any writing on the said stamp paper or stamped (including franked/e-stamped) Relevant Extract associating the stamp paper/stamped page (including franked) with this document would be as good as making the stamp paper/stamped page an integral part of this document.

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7. The SERVICE PROVIDER / / Business Facilitator also acknowledges that the execution of the agreement would be complete only once the same is accepted by the Bank. The Bank also does not require to sign the Documents in any physical form. Subsequent to signing of the SERVICE PROVIDER / Business Facilitator as above, the Bank shall be deemed to have accepted this document: (i) either, online by way of the Bank sending an email communicating such completion, from its relevant office/branch to the SERVICE PROVIDER / Business Facilitator and attaching therewith the copy of this document, or (ii) by way of counter-signing or initialing at the hands of its officer the Relevant Extract of this document or (iii) by way of electronic signature (e-sign) or digital signature by its officer.

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Business Facilitator AGREEMENT

This Agreement ("**this Agreement**") is made at the place mentioned in Schedule I attached hereto on the day and date as mentioned in Schedule I hereto ("**Effective Date**").

BETWEEN

HDFC Bank Limited, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and a banking company under the Banking Regulation Act, 1949 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013, hereinafter referred to as "**the Bank**" (which expression shall, unless the meaning or context otherwise requires mean and include its successors and assigns) of the **One Part**;

AND

The persons named in Schedule I hereto, hereinafter collectively referred to as the "**Business Facilitator or BF or CBF**" more particularly mentioned in Schedule I hereto and having its office / registered office / place of business at the address more particularly mentioned in Schedule I hereto (which expression shall unless repugnant to the context or meaning thereof, in the case of an individual/proprietorship be deemed to mean and include his/her legal heirs, executors, administrators and legal representatives OR in the case of a partnership firm, the partner/s for the time being of the firm and from time to time, the survivor/s of them and the legal heirs, executors, administrators and legal representatives of the last surviving partner OR in the case of a Company or limited liability partnership, its successors and permitted assigns OR in the case of a Trust, the trustee or all the trustees for the time being thereof, and their successors OR in the case of HUF, the Karta and member or members for the time being of the said HUF and their respective heirs, executors, administrators, legal representatives and successors OR in the case of a Society, the members of the society for the time being and any new members co-opted from time to time, and their respective successors and permitted assigns) of the **Other Part**.

WHEREAS:

- (i) The Bank is a banking company under the Banking Regulation Act, 1949 and is inter alia engaged in the business of providing various banking services to its customers including the opening and maintaining of accounts for its customers, granting loans and offering various financial services and loan products.
- (ii) The BF is in the business of providing services of the nature covered under this Agreement.
- (iii) The BF may be approached directly by a Customer (as defined hereinafter) or may approach a Customer to:
 - a. arrange for finance for products or vehicles to be purchased by such Customer;
 - b. open current accounts and/or savings accounts with the Bank; and
 - c. facilitate and act as a catalyst for Bank's various products including but not limited to various

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credit facilities.

- (iv) The Bank is desirous of availing of various Services (as hereinafter defined) from the BF.
- (v) The BF has represented to the Bank that it has the necessary expertise, as also adequate number of competent staff in its employment, including supervisory personnel, computer infrastructure, security systems, Data protection systems, systems for safekeeping of articles and software required for rendering the Services to the Bank and that it is competent for rendering the Services.
- (vi) Based on the aforesaid representation of the BF, the Bank is desirous of availing of the Services from the BF on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

- (a) **"Aadhaar Details"** shall mean the Aadhaar number, demographic information, biometric information, alternative virtual identity, QR Code and/or any other details obtained pursuant to a request for authentication and/or offline verification of Aadhaar number and/or collection of proof of possession of Aadhaar number;
- (b) **"API"** shall mean the application programming interface(s), any accompanying or related software development kits, tools, documents, or any content that may be specifically made available to the user thereof;
- (c) **"Applicable Law"** shall mean all applicable statutes, act of legislature or parliament, laws, by-laws, enactments, regulations, ordinances, policies, treaties, rules, notifications, circulars, government resolutions, directions, directives, permits, guidelines, requirements, licenses, rule of common laws, orders, decrees, judgments, injunctions, writs or orders of any court of record having the force of law, or any restrictions or conditions including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter and shall include any re-enactment, substitution or amendment thereof as may be in force and effect during the subsistence of this Agreement which the BF is required to comply with for the proper conduct of its business and maintenance of assets or properties;
- (d) **["Application Integrity Statement"** shall mean the declaration to be provided by the BF on or prior to the date of this Agreement, a format of which has been set out in Schedule VI hereto;]
- (e) **"Bank Account"** shall mean the BF's bank account, the details of which are given in Schedule I hereto;

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- (f) **"Business Day"** shall mean a day which is not a Sunday or a public holiday for the purposes of Section 25 of the Negotiable Instruments Act, 1881, and on which banks are open in the normal course of business in Mumbai or such other relevant place where the relevant branch of the Bank is located in India;
- (g) **"Confidential Information"** shall have the meaning assigned to the term in Clause 9.1 hereunder;
- (h) **"Customers"** mean any persons to whom any of the Products may be offered to or who may apply for any of the Products;
- (i) **"Data"** means a representation of information, knowledge, facts, concepts or instructions which are being prepared or have been prepared in a formalised manner, and is intended to be processed, is being processed or has been processed, whether manually or in a computer system or computer network, and may be in any form (including hand-written document, computer printouts, virtual, magnetic or optical storage media, punched cards, punched tapes) or stored internally in the memory of the computer, including but not limited to any Intellectual Property Rights [and Personal Data];
- (j) **"Data Protection Authorities"** means any national Data protection authority responsible for enforcing Data privacy laws as well as supervising, as the case may be, the Bank or the BF;
- (k) **"Data Protection Laws"** means all applicable national or internationally binding Data protection statutes, laws, secondary legislation or regulations, and common duties pertaining to privacy, confidentiality and/or the protection of corporate Data [or Personal Data];
- (l) **"Force Majeure"** shall have the meaning assigned to the term in Clause 25.2 hereunder;
- (m) **"GST"** shall mean applicable Goods and Services Tax (including any statutory modifications(s) or re-enactment(s) thereof, for the time being in force, and the rules enacted thereunder);
- (n) **"IBC"** means the Insolvency and Bankruptcy Code, 2016 and the rules framed thereunder, as may be updated/ amended from time to time;
- (o) **"Intellectual Property Rights"** includes all patents, utility models, trademarks, service marks, logos, trade and business names, registered designs, design rights, copyright and neighbouring rights, database rights, domain names, semi-conductor topography rights, inventions, software, websites and website content, trade secrets, confidential information of all kinds and other similar proprietary rights which may subsist in any part of the world and, whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations anywhere in the world;
- (p) **"Link"** means any link (internet or otherwise) being used by the Bank and the BF for the

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exchange of Confidential Information or any other communication;

- (q) **"Material Adverse Effect"** means the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could cause a material and adverse effect on: (i) the business operations, property, condition (financial, environmental, social or otherwise) or prospects of the BF; and/ or (ii) the ability of the BF to perform its obligations under this Agreement; and/ or (iii) the validity or enforceability of, or the effectiveness of this Agreement (including the ability of any party to enforce any of its remedies or exercise any power thereunder);
- (r) Telemarketing (including on Do Not Call and Unsolicited calls), as set out in Schedule IV of this Agreement;
- (s) [**"Personal Data"** means any information relating to an identified or identifiable living, natural person;]
- (t) **"Procedures"** shall have the meaning as assigned to the term in Clause 2.3 hereunder;
- (u) **"Processing"** means any operation or set of operations which is performed on any Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and the term **"process"** and **"processed"** shall be construed accordingly;
- (v) **"Products"**, means any of the financial services, liability products, deposits, accounts, asset products, credit facilities, and any other products or services offered/referred by the Bank to its customers from time to time;
- (w) **"Relevant Entities"** shall include the Bank, its affiliates, group entities, associate entities, parent, or subsidiaries, any of their branches;
- (x) **"RBI"** shall mean the Reserve Bank of India;
- (y) **"SEBI"** means the Securities and Exchange Board of India;
- (z) **"Services"** shall have the meaning as assigned to the term in Clause 2.1 hereunder;
- (aa) **"BF's Staff"** shall include all its officials, directors, employees, workmen / workers, consultants, retainers, advisors, campaign personnel, Tele-Marketing Executives (TMEs) & field sales personnel, namely, Direct Sales Executives (DSEs) or Business Development Executives (BDEs), and subject to Clause 21 hereof, contractors, sub-contractors, contractual workers / employees, agents, representatives, personnel, apprentices, trainees, probationers, casual workers, sub-agents, nominees, representatives, designees, for all purposes and intents;

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- (bb) [**“Sub-Processor”** shall mean a processor engaged by the BF for carrying out specific processing activities in relation to the Personal Data on behalf of the BF.]
- (cc) **“Corporate Business Facilitator or CBF or BF”** shall mean entity which has been appointed by the Bank as per the RBI master circular no. BAPD.BC.69.22.001/2016-17 dated 18 May 2017 to appoint BF Agents basis the norms set by the Bank to carry out non-financial activities.
- (dd) **“BF Agents or BFA”** shall mean the BF's who are engaged by the CBF for carrying out non-financial services as defined in the scope of services for the Bank on behalf of the CBF.

1.2 INTERPRETATION

Unless the contrary intention appears:

- (a) an agreement / document / undertaking / deed / instrument / indenture / writing includes all amendments made thereto from time to time as also all schedules, annexures and appendices thereto; an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly; “authorisation” includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration; “person” includes an individual, statutory corporation, body corporate, partnership, joint venture, association of persons, Hindu Undivided Family (HUF), societies (including co-operative societies), trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs; a Sub-clause, Section or a Schedule of this Agreement shall denote a reference to such Sub-clause, Section or Schedule as specified, of this Agreement; the words “include” or “including” shall be construed without limitation; a gender shall include references to the female, male and neuter genders; any reference to “BF” shall be construed so as to include the BF's Staff, its Sub-Contractors [and Sub-Processors];
- (b) the singular includes the plural (and vice versa);
- (c) the headings in this Agreement are inserted for convenience of reference only and are to be ignored in construing and interpreting this Agreement.
- (d) all approvals, permissions, consents or acceptance required from the Bank for any matter shall mean the “prior”, “written” approval, permission, consent or acceptance of the Bank;
- (e) in the event of any disagreement or dispute between the Bank and the BF regarding the materiality, satisfaction or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Bank as to the materiality or

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reasonableness of any of the foregoing shall be final and binding on the BF;

- (f) all Schedule(s) to this Agreement and other documents in relation to the Services shall form an integral part of this Agreement and such documents respectively.
- (g) reference to Schedule II, shall mean reference to any or all of Schedule II-A, Schedule II-B, Schedule II-C and Schedule II-D as the case may be, depending on the type of Product being offered and the type of Services being provided for by the BF;
- (h) For the purposes of this Agreement, all Schedules shall be applicable, unless expressly specified in Schedule I hereto. The Schedules so specified in Schedule I shall not be applicable to the BF;
- (i) any reference to any statute or statutory provision shall include: (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); (ii) such statute or provision as amended, modified, re-enacted or consolidated, from time to time.

2. SCOPE AND STANDARD OF SERVICES

- 2.1 The BF hereby agrees to provide to the Bank and the Bank hereby agrees to avail of from the BF services as more particularly mentioned in this Agreement including without limitation, the services, as detailed in Schedule II annexed hereto (hereinbefore and hereinafter referred to as the "Services") on the terms and conditions hereinafter mentioned.
- 2.2 In rendering the Services to the Bank, the BF warrants that:
 - (a) it shall observe the best service quality standards and ensure that the BF renders its obligations to the satisfaction of the Bank.
 - (b) it shall meet the various deadlines and standards as more particularly mentioned in Schedule II attached hereto.
 - (c) it shall discuss and review its progress, on a regular basis as and when required with the Bank.
 - (d) all Services shall be provided on an arm's length basis.
- 2.3 The BF, in addition to the other provisions of this Agreement also agrees and undertakes to comply with, the procedure(s) stated in Schedule II annexed hereto (hereinafter referred to as the "Procedures") and as intimated to the BF by the Bank from time to time.

3. TENURE OF THE AGREEMENT

This Agreement shall continue for an initial period of the number of months or years as set out in

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Schedule I attached hereto, from the date of execution of this Agreement and thereafter may be renewed in writing, as per the discretion of the Bank, on such terms and conditions and for such further term, as the Bank may stipulate, unless terminated in accordance with Clause 27 of this Agreement.

4. CONSIDERATION, FEES AND CHARGES

- 4.1 In consideration of the BF rendering the Services to the Bank under this Agreement, the Bank shall pay to the BF, such consideration, fees and/or charges as may be mutually agreed and recorded in writing by the Bank and the BF vide a separate fee/ pay-out grid letter. Such consideration / fees / charges shall be inclusive of all taxes and levies and shall be paid in the manner set out in Schedule I hereto. The fee/ pay-out grid letter may be amended from time to time if so determined by the Bank at its sole and absolute discretion and intimated to the BF. The Bank will endeavour to communicate such changes/ revisions to the BF via e-mail or other form of communication in accordance with the provisions of the Agreement.
- 4.2 It is hereby clarified that the Bank's only obligation is to pay the aforesaid consideration, fees and/or charges to the BF.
- 4.3 Any payment of the consideration, fees and/or charges made to and received by an authorised agent of the BF or the BF's Staff shall be considered as a full discharge of the Bank's obligations for payment of such consideration, fees and/or charges, as the case may be.
- 4.4 Notwithstanding anything stated to the contrary in this Agreement, the Bank shall be entitled to set off against / deduct / recover / adjust from the aforesaid consideration, fees and/or charges and any other sums payable by the Bank to the BF at any time, if applicable, any amount due or claimed to be due to the Bank or any statutory or regulatory bodies, by the BF. The amount, if any, net of such set off / deduction / recovery / adjustment will be paid by the Bank to the BF.
- 4.5 Notwithstanding anything to the contrary contained in: (i) this Agreement, and/or (ii) any other agreement, arrangement, document, writing or otherwise between the BF and the Bank or applicable to and governing their contractual relationship, the additional terms governing the payment of consideration / fees / charges payable by the Bank to the BF is as follows:
- (a) The BF undertakes to submit a debit note or invoice, as applicable, in accordance with the Applicable Laws, including in relation to GST, in favour of the Bank, together with such other documents as may be required by the Bank, to claim the consideration, fees, or charges, as the case may be, due for the previous period from the Bank. The BF shall submit such debit note or invoice at the end of every calendar/business month with required details or at the frequency set out in Schedule I hereto. The BF further agrees that Bank will process the payment of such monthly consideration, fees, or charges, as the case may be, only if the data, information given in the debit note or invoice, as applicable, matches with the Bank records and on receipt of such documents as may be required by the Bank to its satisfaction. The Bank, subject to Applicable Law, and on receipt of all necessary documents and other requirements to the satisfaction of the Bank and on verification thereof, will clear the bill and payment will be made

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within such number of days as specified in Schedule I hereto (however in case of any discrepancy or dispute raised by the Bank, within 180 days upon receipt of rectified debit note or invoice to the satisfaction of the Bank).

- (b) The Bank may make payments towards 'consideration / fees / charges' by crediting the said amount into the Bank Account or through a Bankers cheque.
- (c) The BHereby authorises HDFC Bank to credit all such payments to its Bank Account, which Bank Account is maintained with the Bank and to reverse any excess or wrong credits from time to time without prior intimation/consent to the BF.
- (d) Any discrepancies in the payments made to the BF will have to be submitted to the Bank in writing. If no discrepancy is raised within 15 (fifteen) days of payment, it will be presumed that the payment made has been accepted by the BF and the payment will be considered as full and final settlement of all claims of the BF. No claims will be entertained at a later date by the Bank under any circumstances whatsoever.
- (e) If an account opened for a Customer that has been sourced by the BF is found to have been opened fraudulently or the BF did not adhere to the provisions of Applicable Law or the Bank's internal policies at the time of sourcing the Customer or opening the accounts, then without prejudice to the Bank's other rights in law, the Bank shall have all rights to withhold all payments (whether in the form of consideration or fees or other charges or otherwise) due to the BF or to set-off payments due and payable to the BF by the Bank.
- (f) In the event any credit facilities sourced by the BF are pre-paid or terminated by the Customer for any reasons whatsoever, the unadjusted consideration / fees / charges paid to the BF shall become due and payable to the Bank.
- (g) All expenses other than those detailed herein will require prior clearance in writing from the Bank.
- (h) The terms of the consideration, fees or other charges, payable by the Bank to the BF are subject to revision at any time at the sole discretion of the Bank and will be intimated to the BF from time to time.

5. OBLIGATIONS OF THE BF

The BHereby covenants that it shall:

- 5.1 comply with all the terms and conditions specified in this Agreement, including such additional terms and conditions set out in Schedule II hereto, as also ensure compliance of the same by the BF's Staff. The BF and the BF's Staff shall render the services in a lawful manner and in accordance with Applicable

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Law and fair practices. The BF shall also ensure that the BF's Staff is properly trained to handle with care and sensitivity, their responsibilities particularly in aspects like soliciting Customers, hours of calling, privacy of Customer information and conveying the correct terms and conditions of the products of the Bank on offer, as specified by the Bank;

- 5.2 perform and observe all codes of conduct, rules and regulations stipulated by Applicable Law and of the Bank, as may be applicable to the Services;
- 5.3 the BF shall not engage the services of any BF's Staff and/or contractors and/or sub-contractors that have been blacklisted by the Bank or any other banks or lenders or competent authorities;
- 5.4 ensure that all necessary consents, approvals, licenses, permits or authorisations from any authority or person required under the Applicable Law for or in connection with, the performance by the BF and the BF's Staff of its obligations under this Agreement and for matters incidental thereto shall be obtained and maintain in full force and effect all such approvals, licenses, permits, registrations and authorisations, until the termination or expiry of this Agreement. The BF shall bring to the notice of the Bank any expiry, modification, or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto. The BF shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this Agreement;
- 5.5 inform the Bank of any change in the name of the BF and any material change in the constitution of the BF, forthwith and provide such details in respect of the change and its effect, as may be required by the Bank and execute such changes in this Agreement as may be necessary for updating this Agreement pursuant to such change in name and/or constitution;
- 5.6 extend all necessary assistance to the Bank, RBI and other law enforcing authorities in any fraud prevention, investigation or other process relating to the Services;
- 5.7 conduct suitable background checks (including any criminal background check, character and antecedent verification, any credit information check from a credit information company) and diligence on all of the BF's Staff before deploying such individuals for providing Services under to the Bank pursuant to the terms contained hereunder;
- 5.8 comply with all statutes, rules and regulations applicable to it and/or to the BF's Staff for fulfilment of the terms of this Agreement;
- 5.9 have comprehensive human resources processes in place and a security awareness program for the BF's Staff, including specifically, such personnel of the BF's Staff that will access or have access to the Bank's facilities, networks, environments and/or Confidential Information or have custody of the Bank's information assets and shall engage requisite number of skilled and trained BF's Staff for rendering of the Services in an efficient and timely manner and to supervise and control the work of the BF's Staff. It is clarified that under no circumstances shall the BF's Staff be deemed to be under the supervision and/or control of the Bank for the purposes of providing the Services under this Agreement;

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- 5.10 maintain a complete list of all personnel who have been granted the permission to access facilities, network, environments and/or Confidential Information;
- 5.11 upon request, promptly certify to the Bank, in writing, its compliance with the requirements of the Bank's information security management program and provide written response to any questions that the Bank submits to the BF about the latter's security practices;

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- 5.12 ensure that the BF's Staff remain in discipline and maintain good order in their conduct. The BF shall also put in place, a code of conduct for the BF's Staff which shall not have any provisions contravening the Bank's Model Code of Conduct (with a provision of punitive action in case of any breach by its personnel of such code of conduct) and ensure that they abide by the same. The BF shall also ensure that the BF's Staff is well-versed and compliant with the Bank's security policies, privacy policies, grievance redressal policies and applicable anti-bribery laws and policies. The BF shall ensure that any Customer grievances or complaints are addressed in accordance with the Bank's grievance redressal policies and that such grievances and complaints are also immediately brought to the attention of the relevant personnel of the Bank. The BF undertakes not to question the Bank's internal policies under any circumstances;
- 5.13 promptly withdraw or not permit any of the BF's Staff from providing the Services if, in the sole opinion of the Bank:
- (a) the quality of service rendered by the BF's Staff is not in accordance with the quality specifications stipulated by the Bank; and/ or
 - (b) it is not in the interest of the Bank that such BF's Staff continues to be involved in the provision of Services;
- 5.14 Ensure that all Services and obligations under this Agreement are being performed, whether by the BF or the BF's Staff, in strict compliance with all Applicable Laws (as amended from time to time) including but not limited to the Contract Labour (Regulation and Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Employees State Insurance Act 1948, Employee Compensation Act, 1923, Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Gratuity Act, 1972, the Industrial Disputes Act, 1947, the Maternity Benefit Act, 1961, the Payment of Bonus Act, 1965, the Prevention of Money Laundering Act, 2002. The BF acknowledges that the BF's Staff remain and shall at all times remain the staff / employees / workers of the BF and shall not be deemed to be the employees or staff or workmen of or independent contractors of or have any other form of direct or indirect relationship of any nature and by whatsoever name called with the Bank and the Bank shall not have or be deemed to have any employer-employee relationship with any of them. In case of death or bodily injury or other injury which may incur to any of the BF's Staff in the course of carrying out of the Services, the Bank shall not be liable in any manner whatsoever or be bound to pay any compensation or otherwise be responsible in any way for the same. The BF shall be solely liable and responsible for the compliance of all applicable labour and employment laws and the payment and provision of all wages, salaries/compensation, overtime payments, bonuses, commissions, contributions, employee benefits of whatsoever nature and by whatsoever name called (including without limitation severance and employees' / workers' compensation) and all forms of remuneration and statutory dues of whatsoever nature (including the withholding and payment of applicable taxes relating to such wages, bonuses and commissions, employee benefits and other remuneration, etc.) to the BF's Staff engaged for providing the Services under this Agreement in current coins or currency notes or by issuing cheque or by crediting in their bank accounts, and applicable taxes if any to the concerned governments, in accordance with the Applicable Laws and Bank shall not be directly or vicariously liable for any non-compliance by BF. The BF shall maintain all proper records including, but not limited to,

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- accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations;
- 5.15 be solely and absolutely responsible for all Data handed over to/collected/received by the BF or any of the BF's Staff, including without limitation for exercising due care in the safekeeping thereof and shall account for the same;
- 5.16 be solely liable for the acts, deeds, matters and things done or omitted to be done by the BF's Staff;
- 5.17 regularly provide updates to the Bank with respect to the provision of the Services and shall meet with the Bank's personnel to discuss and review its performance and progress of the Services under this Agreement at such intervals and in such manner as may be stipulated by the Bank;
- 5.18 clearly inform the BF's Staff and ensure that the BF's Staff is aware that they will have no claim whatsoever on the Bank and shall neither make any claims nor raise any forms of dispute, either directly or indirectly, with or against the Bank, in respect of any of their service conditions, remuneration or otherwise and that the BF is solely responsible for the same;
- 5.19 provide all instructions, materials and equipment required by the BF's Staff for the due performance of the Services hereunder;
- 5.20 observe and perform all such additional conditions, covenants, undertakings as mentioned in Schedule II of this Agreement which Schedule may be modified from time to time by the Bank in its sole discretion;
- 5.21 compensate the Bank for any loss and/or damage caused to the Bank as a consequence of misconduct, negligence, forgery, fraud committed in person or in collusion with any third party by the BF or any of the BF's Staff, in accordance with the provisions of this Agreement or Applicable Law;
- 5.22 promptly inform the Bank if any of the BF's Staff resigns or leaves to enable the Bank to take appropriate action/precautions and the BF shall immediately ensure that such person's access to the Bank's facilities, networks, environments and the Confidential Information is promptly terminated and all his/ her associated accounts removed, and take such actions as necessary to ensure that the security of the Bank is protected at all times, including disabling the system rights or withdrawing any other rights if any provided to such BF's Staff. In case of the failure on the part of the BF to so inform the Bank, the BF shall fully and completely, without any exceptions, indemnify the Bank for any losses, damages or expenses incurred/suffered by the Bank as a result thereof in accordance with Clause 24 hereunder;
- 5.23 comply with all Applicable Laws where the Services are rendered and establish sound procedures for dealing with country risk problems; the BF shall also ensure that it has appropriate contingency and exit strategies;
- 5.24 not describe itself or any of the BF's Staff as an agent or representative of the Bank in any way;
- 5.25 not make any representations, statements or warranties to any person on behalf of the Bank or issue

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- any communication/ letter on behalf of the Bank or in its own name in relation to the Services (unless otherwise permitted expressly by the Bank) or enter into any contracts for or on behalf of the Bank with any party / parties or undertake any obligations which may require the Bank to undertake or be liable for, directly or indirectly, any obligation and/or responsibility to any third party;
- 5.26 not breach the privacy of the Bank or its Customers or any other person during the course of performance of the Services;
- 5.27 not conduct its business which is inconsistent with the performance standards and objective as indicated by the Bank in relation to the Services. The BF shall exercise the same high standard of care in performing the Services as would be exercised by the Bank if the activities were conducted within the Bank and not outsourced. The BF is aware that the performance of the Services require the exercise of due and special care and the BF hereby unconditionally and irrevocably undertakes to exercise due and special care in the performance of its Services and obligations hereunder;
- 5.28 not, without the prior written consent of the Bank, display or disclose all or any part of the Confidential Information (as defined hereinafter), in any manner or circumstances whatsoever, to any person or any third party and the Confidential Information shall be used by the BF, directly or indirectly, solely for the purpose of this Agreement. not resort to bribery, intimidation or harassment of any kind either verbal or physical, against any person in the process of collection of any monies on behalf of the Bank, including acts intended to humiliate publicly or intrude the privacy of the family members, referees or friends of the Customers of the Bank, make threatening and anonymous calls or make false and misleading representations;
- 5.29 not and shall ensure that the BF's Staff do not do any act:
- (a) that would be in contravention with its internal anti-money laundering, anti-bribery and anti-corruption policies or which would amount to the paying of a bribe; or
 - (b) would amount to a breach of any Applicable Law or any international, legislation, regulation or convention, including without limitation any law regulations, orders, practices and standards dealing with anti-money laundering, anti-bribery and/or anti-corruption;
- 5.30 not use the Confidential Information in any way detrimental to the Bank;
- 5.31 not engage/employ any person with criminal record/conviction and any such person shall be barred from participating directly or indirectly in providing the Services under this Agreement;
- 5.32 not mislead the Customers of the Bank and shall convey the correct terms and conditions of the products of the Bank to such Customers;
- 5.33 not do or cause to be done anything which is prejudicial to the interest of the Bank or whereby the business or reputation or integrity of the Bank may be injured or damaged;

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- 5.34 not violate any proprietary and Intellectual Property Rights of the Bank and / or any third party;
- 5.35 not, under any circumstances, retain or exercise any lien or appropriate any of the Data or property belonging to the Bank and / or Customers of the Bank and in the custody of the BF;
- 5.36 In the event that the nature of the Services to be rendered by the BF require the BF and/or the BF's Staff to enter the premises of the Bank, the BF shall:
- (a) follow and ensure that the BF and/or the BF's Staff follow and comply with the Code of Conduct as mentioned in Schedule III of this Agreement and other instructions (oral or written or both) issued by the Bank to the BF or to the BF's Staff from time to time in this regard;
 - (b) use and ensure that the BF and/or the BF's Staff uses the area specifically allotted to the BF for rendering the Services and performing its obligations under this Agreement;
 - (c) ensure that the BF and/or the BF's Staff observes all security guidelines of the Bank from time to time;
 - (d) keep and ensure that the BF and/or the BF's Staff keeps the fixtures, fittings, equipment and documents and properties of the Bank installed at the area allotted to the BF, clean and in good repair and shall not inflict any damage whatsoever to these assets of the Bank;
- 5.37 Where the BF operates at locations outside the premises of the Bank, the BF and/or the BF's shall comply with all of the Bank's standards / security procedures at such locations and shall deal promptly and courteously with the Customers of the Bank where the BF or the BF's Staff are required to meet the Customers;
- 5.38 Where the Bank permits the BF to utilize a certain part of the office premises of the Bank, solely for the purpose of providing the Services to the Bank (subject to such terms and conditions as may be stipulated by the Bank), such permission shall not be considered as creating any right over the aforementioned part of the office premises in favour of the BF or any of the BF's Staff and the BF shall not be entitled to further permit any third party (other than the BF's Staff) to use the aforementioned part of the office premises for any reason whatsoever;
- 5.39 Wherever any online access is being made available by the Bank to the BF, for the purposes of anything to be done under the Agreement, including uploading of any documents collected or submission of leads to the Bank, to any platform or system of or for the Bank, the BF shall ensure the following:
- (a) Every id/unique identification ("ID") issued by the Bank shall be used only by the owner of the ID and the said ID and password shall not be shared with or disclosed to any other person;
 - (b) The BF shall ensure that the IDs shall be issued only to the authorised employees of the BF and that such IDs are not shared with or disclosed to any other person;

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- (c) The IDs shall be used solely for the purpose for which the ID has been issued / assigned;
 - (d) The IDs shall not be used for storing or sharing Customer documents / information with unauthorized persons / entities;
 - (e) The BF shall promptly inform the Bank in writing in the event any employee who has been issued an ID resigns from the employment or agency of the BF or if the BF has withdrawn the facility of giving any employee/agent access to the Bank's system;
- 5.40 The BF shall, whenever required by the Bank, initiate such actions against the BF's Staffs may be required by the Bank, including filing police complaints against such BF's Staff or Sub-Contractors in case of any breach or violation of this Agreement, indulging in malpractice, fraud, forgery, or connivance, etc. Notwithstanding the above, the BF also acknowledges that the Bank may, on its own, also file police complaints against BF and/ or the BF's Staff and/ the Sub-Contractor in case of any such breach, violation, malpractice, fraud, forgery, or connivance, etc;
- 5.41 The BF shall disclose in advance to the Customer, the name of the Bank along with the range and nature of Products, interest rates and all charges applicable while offering the Products to the Customer. The BF shall ensure that the Customer can choose to avail the Products according to the Customer's convenience;
- 5.42 The Bank shall handle finance related formalities with respect to the Customers sourced by the BF. Provided however, in case of BFs in respect of whom Schedule II-A will be applicable (with access to fintech APIs, wherever applicable), such BFs ensure full application login of the Customers along with all the requisite documents required for underwriting such applications;
- 5.43 The BF shall provide satisfactory services to the Bank and its Customers. However, no claim of any kind filed against the BF for whatever reason shall vitiate or operate to nullify this Agreement and the Customers for availing of any Product;
- 5.44 [During the course of performance of Services by the BF hereunder, the BF shall process any Personal Data in the manner set out in Schedule V hereto and shall abide by the obligations of the BF in relation to the Personal Data in the manner set out thereunder.]

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The BF makes the following representations, declarations, warranties, and confirms that they are and will continue to remain, true, correct, valid and subsisting in every respect as of the date of this Agreement and during the provision of the Services, which representations, declarations, warranties and agreements shall survive the termination of this Agreement:
- 6.2 The BF and each of the BF's Staff:
- (a) [is a major and is of sound mind; OR

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- (b) is a body corporate duly constituted and incorporated under the laws of India; OR
 - (c) is a duly registered partnership firm within the meaning of the (Indian) Partnership Act, 1932;]
- 6.3 The BF is competent to contract and enter into and perform its obligations under this Agreement.
- 6.4 The obligations expressed to be assumed by the BF in this Agreement are its, legal, valid, binding and enforceable obligations.
- 6.5 The entry into and performance by the BF of and the obligations/ transactions contemplated under this Agreement do not and will not conflict with:
- (a) any Applicable Law or regulation applicable to it or binding on its assets;
 - (b) wherever applicable, its constitutional documents; and
 - (c) any agreement or instrument binding upon it or any of its assets.
- 6.6 The BF has the power to enter into, perform and deliver, the transactions/ obligations contemplated hereunder.
- 6.7 All resolutions, consents and clearances required or desirable:
- (a) to enable the BF to lawfully enter into, exercise its rights and comply with its obligations set out in this Agreement;
 - (b) to make this Agreement admissible in evidence in its jurisdiction of incorporation; and
 - (c) for it to carry on its business;
- have been obtained or effected by the BF and are in full force and effect.
- 6.8 The BF and where applicable, the BF's Staff, is and shall be in compliance, in all respects, with all Applicable Laws, including environmental laws, applicable anti-bribery laws (including but not limited to those of India), and regulations affecting its assets, its business and operations and has good title to or valid leases or licenses of, or is otherwise entitled to use its assets.
- 6.9 All the information provided by the BF to the Bank are true and accurate in all material respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by the BF to the Bank shall be deemed to form part of the representations and warranties herein made.
- 6.10 [Except to the extent disclosed to the Bank in writing/ there is] no litigation, arbitration, administrative or other proceedings by government, governmental authority, official or entity are pending or threatened

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- against the BF or its assets or the BF's Staff, which, if adversely determined, might have a Material Adverse Effect.
- 6.11 Except to the extent disclosed to the Bank in writing prior to the Agreement, there are no claims, investigations or proceedings (whether civil or criminal) before any court, tribunal or authority in progress, pending or threatened against the BF, any of the BF's Staff, any of its directors, partners or managers (as may be applicable) or any of their assets.
- 6.12 No order has been made, petition presented, resolution passed, or meeting convened for the winding up (or any other process initiated whereby the business is ceased) of BF and no measures taken, claims made or proceedings initiated or any authorisation (corporate or otherwise) passed for any proceeding to be initiated, by the BF or any other party under any applicable insolvency (IBC), reorganisation, or similar laws concerning the BF.
- 6.13 There are no unfulfilled or unsatisfied judgements or court orders which are outstanding against the BF.
- 6.14 The offering of the Services does not infringe or constitute an infringement or misappropriation of any Intellectual Property Rights or other proprietary rights of any third party.
- 6.15 The BF hereby declares and confirms that the BF or any of the BF's Staff, is not owned or controlled by any Director, officer or employee of the Bank or their relatives [as defined under section 2(77) of the Companies Act, 2013] (referred to as "**Directors/persons**") and that the Directors/ officer or employee of the Bank or their relatives have not received, been induced to receive and/or will be induced to receive anything of value of any kind, directly or indirectly from the BF or the BF's Staff or any person connected with the BF in connection with this Agreement. Immediately (and in any event within 2 (Two) Business Days) of any ex-employee of the Bank being employed/ empaneled/ on-boarded with the BF, the BF shall intimate the same to the Bank. The BF undertakes to submit to the Bank, the declaration and confirmation as contained herein from time to time as may be required by the Bank during the currency of this Agreement.
- 6.16 The BF hereby agrees that the representations and opinions/certification of the BF would be an input for the Bank's decision making. In the event the representations and/or opinion/certification of the BF is found to be untrue and factually incorrect/ misrepresenting, causing any losses to/ damages to/ resulting in claims against the Bank, then the BF shall investigate the matter, fix the responsibility, take necessary actions, recover the damage done and indemnify the Bank against all such losses, damages and/ or claims in terms of Clause 24 hereunder. In the event it is established that there was gross negligence on part of the BF or that the BF had colluded with the Customer in causing any pecuniary damages/losses to the Bank, then, without prejudice to any other remedy and rights that the Bank has against the BF under the terms of this Agreement or under Applicable Law, the name of the BF shall be listed by the Bank in the caution list being maintained by the Indian Banks' Association (IBA) for circulation amongst member Banks.
- 6.17 [All declarations set out in the Application Integrity Statement are valid and true as on this date and shall continue to be so during the tenure of the Service.]

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6A. PUBLICITY AND ADVERTISING

- 6A.1 The Bank and the BF may, from time to time, undertake joint publicity with respect to the Services and the Products, the expenses related to which would be shared in a manner mutually agreed to between the parties prior to the commencement of such activity. Provided however that this Clause 6A.1 shall not be applicable with respect to BFs covered under Schedule II-A to this Agreement.
- 6A.2 The BF further agrees to advertise its Services either alone or jointly with the Bank. Provided however, that with respect to BFs covered under Schedule II-A to this Agreement, the BF agrees to advertise its Services alone. No such advertisement shall be issued or published without the written approval of the designated officers of the Bank.
- 6A.3 In all advertising materials, the BF agrees to prominently display that it is "An HDFC Bank Associate". If such advertisement is issued or published by the BF alone, it shall itself pay the cost thereof and if it is issued or published jointly by the BF and the Bank, the cost thereof shall be borne in such manner as may be mutually agreed in writing. The BF agrees to provide adequate space at its business premises for the display of the Bank's brochures and other promotional materials in relation to the Products.
- 6A.4 Further, the BF shall adhere to the following standards:
- (a) The BF shall refrain from using the Bank's brand keywords and the mention of brand name in ad copies for targeting Customers on internet platforms;
 - (b) The BF shall not promote any co-branded or Bank's marketing collateral on social media sites without prior written approval from the Bank, in any format or size which shows the brand name;
 - (c) For affiliate emailers, the BF shall take prior written approval from the Bank's marketing team on the creatives and terms and conditions;
 - (d) The BF shall display the Bank's name and logo on its website/mobile applications defining the Bank as a partner.

7. POINT OF LIABILITY

- 7.1 The BF's liability and obligations under this Agreement and under the indemnity provisions hereunder, shall commence from the Effective Date and shall continue till the termination of this Agreement and the Bank finally retrieves such Data (or is satisfied that the Data has been destroyed/purged in accordance with the provisions of this Agreement) back to its satisfaction from the BF. The BF shall be fully and solely liable to the Bank for any loss, misplacement, any damage whatsoever full or partial including but not limited to by reason of pest infestation, fire, flooding, etc, to any Data, document or file during such period and shall indemnify the Bank for such occurrences in accordance with Clause 24 of this Agreement.

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7.2 The BF hereby further agrees that the BF shall be solely liable for any breach of security, compromise, theft, modification and/or corruption of any Data, any violation of Data Protection Laws and the Bank shall not be liable for any such breach by the BF or the BF's Staff, in any manner whatsoever, including for any breach of any provision, clause, representation, undertaking and/or obligations of this Agreement; and/or acting outside or contrary to the instructions of the Bank.

7.3 [In addition to the provisions of Clause 24 of this Agreement, the BF hereby further agrees that upon breach of any provisions of this Agreement or upon non-compliance with any provisions of this Agreement (whether by the BF itself (including the BF's Staff) or by its agents, representatives, Sub-Contractors [and Sub-Processors]), the BF shall be liable to pay to the Bank, such amounts as may be demanded by the Bank to the BF, at its sole discretion and such amounts shall be paid immediately upon demand, and in any event, no later than the date as communicated by the Bank to the BF.]

8. ISOLATED / IDENTIFIABLE INFORMATION

8.1 The BF hereby agrees that it shall isolate and clearly identify the Bank's information, including Customer information, documents (in hard copies and soft files), computerized Data/information, records and assets to protect the confidentiality and preservation of the information. In instances where the BF acts as an outsourcing agent for multiple banks (with prior written permission of the Bank), the BF shall build the necessary safeguards so that there is no co-mingling of information / documents, records and assets.

8.2 The BF shall maintain all books of accounts, records, documents, information, audit trails and logs for administrative activities in relation to the Services, including accounting records and records relating to the BF's Staff and the records required to be maintained under this Agreement until the term of this Agreement or otherwise for such longer period as instructed by the Bank.

9. AUTHORITY/CONFIDENTIALITY

9.1 The BF recognises, accepts and agrees that all tangible and intangible information obtained/received/gained/developed or disclosed to or accessed (whether intentionally or inadvertently) by the BF and/or to the BF's Staff, including all details, documents, Data, passwords of any nature, business of the Bank, Customer information, transaction records, whether proprietary or non-proprietary, financials and/ or operational information, Data, know-how, structure and documentation, Intellectual Property Rights and/or software rights, interest and knowledge, information described as proprietary or designated as confidential information, information disclosed to the BF by any third party which information the BF is obligated (whether by any relevant law or otherwise) to treat as confidential information, and the Bank's practices and trade secrets and such other information that the Bank may consider confidential, including any information in relation to or of the Bank's affiliate, Customers or any third party (all of which are hereinafter collectively referred to as "**Confidential Information**") that the BF and the BF's Staff may be privy to shall be treated as absolutely confidential.

9.2 The BF irrevocably agrees, undertakes and ensures that:

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- (a) The Bank does not grant or extend to the BF any right or license of any kind whatsoever which the Bank may now have or may hereby obtain with respect to the Confidential Information. In addition to and notwithstanding any other right or obligation arising under this Agreement, the BF shall (and shall ensure that the BF's Staff shall) take all appropriate technical and organizational security measures to ensure that Confidential Information is/are protected against loss, destruction and damage, and against unauthorized or accidental access, processing, erasure, transfer, use, modification, disclosure or other misuse, and that only personnel authorized by the Bank have access to Confidential Information.
- (b) The BF shall in respect of the Confidential Information:
- (i) comply with any request made or direction given by the Bank, including in connection with the requirements of any Data Protection Laws;
 - (ii) not do or permit anything to be done which might jeopardise or contravene the terms of any registration, notification or authorization under any Data Protection Laws or policies of the Bank;
 - (iii) not access, use, store (beyond the period specified by the Bank hereunder) or process any Confidential Information (including any Personal Data) unless it is acting on the express instructions of the Bank and only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions the Bank from time to time in connection with use of such Confidential Information, and such Data shall be treated as Confidential Information of the Bank for the purpose of this Agreement;
 - (iv) not transfer Confidential Information which has been obtained by or made available to the BF within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of the Bank;
 - (v) take all reasonable steps to ensure the reliability of the personnel who will have access to any Confidential Information, limit access to those personnel who have a need to know the Confidential Information and ensure that any employee of the Bank (or of any of the BF's Staff) requiring access to any Confidential Information gives a written undertaking not to access, use, disclose or retain Confidential Information except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the BF to take disciplinary action against the BF's Staff; and the BF shall be responsible for any breach of confidentiality contemplated herein by any of its representatives/employees;
 - (vi) consider all suggestions by the Bank to ensure that the level of protection provided for Data is in accordance with this Agreement and to make the changes suggested (at the BF's cost) unless the BF can prove to the Bank's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause;

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- (vii) take all necessary steps and precautions to protect the Confidential Information against any unauthorized use and / or disclosure in violation of this Agreement and notify the Bank in writing immediately upon becoming aware of the occurrence of any unauthorized release/ access/ use/ disclosure of the Confidential Information or any breach of the terms of this Agreement;
- (viii) to ensure that each of such BF's Staff to whom the Confidential Information is disclosed, observes strictly the restrictions as to use and disclosure contained herein;
- (ix) implement appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Confidential Information and such safeguards to be designed to ensure the security and confidentiality of the Confidential Information so as to protect the Confidential Information against any anticipated threats or hazards to the security or integrity of the Confidential Information;
- (x) not disclose any Confidential Information of the Bank, including information of any business of the Bank, internal rates of return etc. to any Customers or to any third party; and
- (xi) adopt, maintain, monitor and enforce appropriate security policies as well as Data protection and safeguarding arrangements for the lawful protection of Confidential Information including the Personal Data, sensitive Data etc provided by the Bank.

9.3 Where applicable, the BF shall be responsible for developing, hosting, managing and maintaining the entire technology platform including the requisite equipment/ software/ infrastructural facilities to provide the Services to the Bank in accordance with the terms hereof. In relation thereto, the BF shall ensure that the equipment/ software/ infrastructural facilities required by the BF for providing the services, is properly maintained, serviced and operated at all times, including without limitation, identification and rectification of problems/ break-downs and replacement of faulty equipment;

9.4 The BF agrees that it will not disclose, transfer, use, lecture upon or publish any of the Bank's Confidential Information, including the existence or the terms and conditions of this Agreement, except if such disclosure, use or publication is required in connection with its work on a "needtoknow" basis or is strictly required by law and only upon obtaining prior permission from the Bank or unless the Bank expressly authorizes such disclosure, in writing. The BF's obligation to maintain the confidentiality, privacy and security of the Confidential Information remains even after its contract with the Bank ends and continues for so long as such Confidential Information remains a secret. The BF recognizes that all information created / accessed / processed by it, shall remain the sole property of the Bank and shall be returned to the Bank on the expiry of this Agreement.

- (a) the Confidential Information will not be used or permitted to be used by the BF or the BF's Staff in any manner even after the expiry / termination of this Agreement.

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- (b) The BF shall segregate and keep separately all information, documents, properties, assets, monies and records pertaining to the Services, the Bank, any of its affiliates and Customers of the Bank as also hold the same in trust for the Bank and its affiliates and Customers of the Bank.
 - (c) The BF agrees that the Bank will suffer irreparable harm if the BF fails to comply with its obligations set forth herein or if the BF breaches any of the terms and conditions set forth herein and the BF shall be completely and solely responsible for any act / deed done to the contrary to the above terms and shall fully indemnify and keep indemnified the Bank (in accordance with Clause 24 of this Agreement) for any loss / damage that may be caused to or suffered by the Bank arising out of or in connection with any wrongful disclosure or misuse of Confidential Information as a result of a breach of this Clause 9.
- 9.5 The BF acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Confidential Information when in transit or stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the BF is authorized to publish or disclose the fact or document) may be a criminal offence. In the event of a breach or threatened breach by the BF of the aforesaid Clause, without prejudice to any other rights or remedies available to the Bank hereunder or under Applicable Law, the Bank shall be entitled to injunctive relief in addition to monetary damages to restrain the BF from any such breach, threatened or actual.
- 9.6 If the BF is directed by a court or by any governmental or regulatory authority to disclose information or documents relating to the Bank including Confidential Information, it shall notify the Bank in writing (prior to making any disclosure pursuant to such direction/order/notice), along with a copy of such direction/ order /notice, in sufficient detail immediately upon receipt of such direction/ order / notice in order to permit the Bank to make an application for an appropriate protective order and provide such information / documents as may be advised by the Bank in writing and keep the Bank apprised of any developments in this regard, from time to time.
- 9.7 The BF shall ensure that the Bank has a period of at least 3 (three) days to move the appropriate court in appeal to obtain a stay order, if the Bank so desires, against any orders of the court / governmental or regulatory authority as mentioned in the foregoing Clause 9.6.
- 9.8 Where the introduction, imposition or variation of any law, order or regulation or official directive or any change in the interpretation or application thereof by any competent authority makes it apparent to either party that it is unlawful or impractical without breaching such law, order or regulation or official directive for the party to give effect to its obligations under this Agreement then notwithstanding anything herein to the contrary, the parties concerned at the written request of either of them, shall immediately consult with each other in a spirit of mutual understanding and co-operation to agree on any revision of the terms and conditions of this Agreement reasonably required in view of such circumstances.
- 9.9 The BF agrees to be vigilant and to report all occurrences of breach, violations of security, Data privacy,

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any Data Compromise Event and any security event that creates a reasonable suspicion of unauthorized access to confidential information or an environment, misappropriation or alteration of any confidential information, or theft, loss of or damage to information assets containing Confidential Information, immediately to the Bank's Information Security Group at security.incident@hdfcbank.com as well as to information.security@hdfcbank.com.

- 9.10 The BF further confirms and agrees that it shall
- ✓ comply with the provisions of Applicable Laws in relation to the transactions contemplated under this Agreement including all rules, regulations, guidelines, directions, circulars and notifications of the RBI, labour laws, applicable anti-bribery laws, Information Technology Act, 2000 and the applicable rules thereunder including without limitation the Information Technology (Reasonable security practices and procedures and sensitive Personal Data or information) Rules, 2011, the RBI Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by Banks (DBOD.NO.BP.40/21.04.158/2006-07 dated November 3, 2006), RBI Guidelines on)RBI Guidelines on Branch Authorization circular no. DBOD. No. BAPD.BC. 7/22.01.001/2014-15 dated 01 July 2014 & RBI guidelines on Rationalization of Branch Authorization DBR.No.BAPD.BC.69/22.01.001/2016-2017 dated 18 May 2017 2017 Conceptualization of the BF/BC model as an arrangement vide circular no. DBOD No BL.BC.58/22.01.001/2005-2006 dated 25 January 2006 The banks to defer the selection/use of NBFCs as Business Correspondents vide circular no. DBOD.No.BL.BC.72/22.01.009/2005-2006 dated 22 March 2006. Revision in BC/BF guidelines vide circular no. DBOD.No.BL.BC.63/22.01.009/2009-2010 dated 30 November 30 2009; Revision in BC/BF guidelines vide circular no. DBOD.NoBL.BC.43/22.01.009/2010-2011 dated 28 September 2010 Guidelines permitting interoperability at the retail outlets or sub-agents of BCs vide circular no. DBOD.NoBL.BC.82/22.01.009/2011-2012 dated 02 March, 2012; Guidelines for further financial inclusion by bank vide circular no. DBOD.No.BL.BC.105/22.01.009/2011-2012 dated 17 May 2012; Guidelines for engaging non deposit taking NBFCs (NBFCs-ND) as BCs vide circular no. DBOD.No BL.BC.122/22.01.009/2013-2014 dated 24 June 2014;Guidelines on banks to engageBusiness Facilitators (BFs) and amendment of the above circular vide circular no. DBOD.No.BL.BC.74/22.01.009 /2007-2008 dated 24 April 2008;RBI's guidelines on recovery agents engaged by banks, RBI Charter of Customer Rights,RBI notifications on National Do Not Call Registry, directions/regulations issued by the Telecom Regulatory Authority of India (TRAI) from time to time andspecifically, the guidelines issued on "Unsolicited Commercial Communications – National Customer Preference Register (NCPR)",Indian Banks Association's Code for collection of dues and repossession of security, fair practice codes (including fair practice code for lending, recovery, credit cards) and other codes of conduct prescribed by the Bank, any law or authority or association, guidelines applicable to all liability & asset products issued by RBI / other regulators / association, all applicable laws, extant policies and guidelines specified by the Bank or any authorities, from time to time. The BF shall provide all information and records of the transactions to the Bank as and when required by the Bank. The BF shall not resort to invasion of privacy, viz. persistently bothering the Customers of the Bank at odd hours, violation of "do not call" code, etc.; and

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- (a) promptly disclose any and all breaches in the information security and/ or Data privacy practices, control processes and checks, including but not limited to incidents which, directly or indirectly, have or would have affected the safety and security of the Confidential Information, any equipment downtime or failure, suspicious behavior incidents or unusual cyber-security incidents (whether they were successful or were attempts which did not fructify), bribery incidents, fraud incidents, suspicious transactions including fraudulent / suspicious currency transactions immediately upon occurrence to the Information Security Group of the Bank banksecurity.incident@hdfcbank.com as well as to information.security@hdfcbank.com and also suggest, undertake and assist the Bank in implementing remedial/ corrective steps/ suitable servicing of equipment for mitigation of any damage. Notwithstanding the generality of Clause 24 hereunder, the BF shall be liable for all damages arising out of such incidents, breach of security, control processes, checks and other security lapses.
- 9.11 The BF agrees that the Bank shall be entitled to notify RBI or any other authority of the details of the Services and/or default in performance of the Services by the BF (including details of any breach of security and leakage of any Confidential Information) and/or that it has entered into material outsourcing or is planning to vary any such outsourcing arrangements.
- 9.12 The BF, providing/performing services on Bank's onsite and / or offsite location, hereby confirms that it has read and understood the "Acceptable Usage Policy" as annexed in **Annexure 3** hereto and as the same may be amended by the Bank from time to time, and hereby agrees to protect the system and comply with the said policy.
- 9.13 Unless otherwise instructed by the Bank in the manner set out in Clause 9.14 below, the BF shall maintain all Confidential Information, including without limitation, books of accounts, accounting records, documents, information, audit trails, logs for administrative activities in relation to the Services, records relating to the BF's Staff and the records required to be maintained under this Agreement and ensure that the reports to be sent to the Bank as also the entire Data management system contents of the BF to the extent they pertain to the Bank and the Services provided by the BF to the Bank are saved, preserved and maintained as per the directions of the Bank and in accordance with Applicable Laws. Notwithstanding the generality of the aforesaid, Such Data shall be maintained during the term of this Agreement and for a minimum period of 5 (Five) years (or such longer duration as may be instructed by the Bank) after the termination of this Agreement.
- 9.14 The Bank may, at any time, whether during the term of this Agreement or thereafter, require the BF to either return or destroy the Confidential Information in the manner set out hereinafter:
- (a) In case of return of physical Confidential Information, the BF shall return the Confidential Information to the Bank within a period of [2 (Two)] Business Days from the date of request made by the Bank.
- (b) In case of destruction/ deletion of Confidential Information, the same shall be accomplished by the BF within a period of [5 (Five)] Business Days from the date of request made by the Bank by destroying or deleting all Confidential Information in its possession by 'purging' or by way of

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'physical destruction' in the form of shredding or incineration of all documents and other material in its possession, custody or control in respect of physical documents and irretrievably delete the same if stored on virtual, electronic or magnetic media. For electronic media, Data frequently remains on media after erasure. With respect to such residue Data, additional disposal techniques should be undertaken by the BF, like physical destruction, overwriting Data, degaussing etc., to ensure that the Data contained therein cannot be re-created, accessed or read after the deletion/ disposal.

Pursuant to such return/ destruction/ deletion/ purging of Confidential Information by the BF, the BF shall provide a written declaration to the Bank, certifying that all such Confidential Information, documents, material, instructions, manuals, guidelines or other writings (including any copies thereof) and any other property belonging to the Bank provided in relation to the provision of the Services or otherwise, that may be in the possession of the BF or any of the BF's Staff, agents or officers, has been returned or destroyed, in the manner specified above, to the Bank within [7 (Seven)] Business Days from when they were instructed to do so by the Bank.

- 9.15 The Confidential Information being shared by the Bank (being a listed company) with the BF may be unpublished price sensitive information ("UPSI") relating to Bank, and the BF is hereby put to notice to maintain utmost confidentiality of the UPSI in accordance with the SEBI (Prohibition of Insider Trading) Regulations (the "Regulations") as amended from time to time. Further, as per the Regulations, the BF is under obligation not to share this UPSI with any person within its organization, except when warranted for a legitimate purpose and on 'need to know basis'. In case of any such sharing, the BF is required to obtain details of the person with whom UPSI is shared along with his PAN and date of such sharing. Till such time the relevant UPSI is not disclosed by the Bank, in the public domain, there shall be prohibition from trading by the concerned persons including the BF and all concerned persons, in the securities of the Bank in accordance with the Regulations and Bank's code framed thereunder. Any non-compliance with the above requirements will be viewed very strictly by the Bank and may invite action under the Regulations, including reporting to SEBI.
- 9.16 The provisions of this Clause 9 shall survive the termination and expiry of the tenure this Agreement.

10. DATA SECURITY

- 10.1 The BF shall (and shall ensure that all the BF's Staff) be required to maintain and adhere to such administrative, technical and physical safeguards, and such processes, procedures and checks, to secure the Data which is received from the Bank, in any manner whatsoever, in relation to the Services as may be stipulated under Applicable Law and/or industry standards or regulations issued by any governmental authority, which safeguards must be at least equal to or better than (a) the safeguards it currently has in place to protect its own Data; and (b) generally accepted security standards in the financial service industry.
- 10.2 The administrative, technical and physical safeguards, processes, procedures and checks as provided for in this Clause 10 will be designed to:

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- (a) protect the security and confidentiality of the Data in the BF's possession;
 - (b) ensure protection against Data leaks, any anticipated threats or hazards to the security and confidentiality of the Data;
 - (c) protect against unauthorized access to or use or publication or disclosure of the Data or associated records; and
 - (d) ensure the proper and secure disposal of such Data.
- 10.3 Without limiting the generality of the foregoing, the BF shall ensure that all Data, whether in transit, hosted, stored, or held by the BF in the products or in the platform operated by the BF, or on any device owned or in the custody of the BF, including the BF's Staff, or held or retained by the BF (including by any of the BF's Staff), shall be encrypted by 128-bit or higher encryption, at all times until such Data is held by it/ them, pursuant to its/ their obligations under this Agreement.
- 10.4 The BF shall not (and the BF shall ensure that the BF's Staff does not) transmit or disseminate any unencrypted Data over the internet or a wireless network, and not store or retain any Data on any mobile computing device or removable media including *inter alia* a laptop, desktop computer, USB drive, smart phone, cell phone, backup media or any portable Data device, unless required for the performance of services under this Agreement and pursuant to obtaining necessary permits from the Bank's relevant official and then only if the concerned mobile computing device or the removable is protected by 128-bit or higher encryption software approved by the Bank. Further, the BF shall ensure that the BF's Staff shall not connect their personal computers, personal digital assistants, laptops, smart phones, workstations or any such device to the Bank's network.
- 10.5 The BF shall undergo periodical cyber assurance activities, including but not limited to vulnerability assessment, integrity assurance, source code review and penetration testing, and also carry out such activities as and when required by the Bank, at the cost of the BF. The BF shall provide all periodical reports of such activities to the Bank (or as and when requested by the Bank).
- 10.6 The BF shall not store and/ or transfer Data which is in the possession of the BF, outside India, or allow persons outside India to have access to the Data, unless required for the provision of the Services and a written permission for the same is obtained from the Bank and subject to compliance with Applicable Law. The BF shall, at all times, in providing the Services in terms hereof including, without limitation, when receiving, processing or storing any data, ensure compliance with the provisions of Applicable Law.
- 10.7 The BF shall ensure that the networks used by the BF to access Confidential Information must have security controls that can detect attacks by making use of firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other network infrastructure (e.g. routers, load balancers). The BF shall also ensure that their networks have continuous monitoring and all network security related activities (including any Data Compromise Events, security events, errors, or breach) should be recorded and logged, with logs maintain for a period of 5 (five) years.
- 10.8 The BF using business centers to provide the Services shall be responsible for and shall ensure the security and subsequent removal and deletion of any information stored onto such business center's

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systems, using methods as provided for, in this Agreement.

- 10.9 The BF shall ensure that any deletion/ destruction of electronic or physical Data (or any defective electronic device containing such Data) shall be in the form as prescribed in Clause 9.14 of this Agreement.
- 10.10 In environments shared by the BF and the Bank, the BF shall ensure the segregation (using physical segregation of network infrastructure or VLAN subnets) of their network, systems and storage to prevent any Data from any unauthorized access of Data.
- 10.11 The BF shall not use the Bank's environments or networks for development or testing of any system other than the Bank's systems and only for the purposes as prescribed in this Agreement.
- 10.12 If rendering the Services involves access to payment card information ("PCI") by the BF, the BF shall ensure that they are PCI certified for compliance with the current version of the PCI data security standards for the entire duration of the Services provided to the Bank. Upon request, the BF shall provide the Bank with its most recent PCI compliance report performed by a third-party PCI qualified security assessor.
- 10.13 Without limiting the generality of the foregoing, the BF shall initiate all measures which a prudent organization, in a similar situation, would take to secure and defend its systems that contain the Data against "hackers" and others who may seek, without authorization, to modify, infect or access its systems or the Data. The BF will periodically test its systems for potential areas where security could be breached.
- 10.14 The BF covenants that it shall take appropriate technical and organizational measures against (a) any unauthorized or unlawful processing or alteration of the Data in the systems of the BF, (b) any resultant loss or destruction of, or damage to, the Data due to unauthorized processing or alterations, and (c) unauthorized or accidental access, processing, erasure, transfer, use, modification, or other misuse of the Data and shall ensure that only authorized personnel bound by adequate confidentiality obligations shall have access to the Data and strictly on a 'need to know' basis.
- 10.15 The BF shall (and shall ensure that its employees, agents and sub-contractors shall) in respect of the Data:
 - (a) comply with any reasonable request made or direction given by any authorized personnel of the Bank in connection with the requirements of any Data Protection Laws;
 - (b) not do or permit anything to be done which might jeopardise or contravene the terms of any registration, notification or authorization under any Data Protection Laws;
 - (c) use the Data or access/ permit the access to the networks or environment of the Bank only for the purposes of fulfilling its obligations under this Agreement and to comply with the instructions given by the Bank from time to time in connection with use of such Data, and not

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retain the Data for any longer than is necessary for these purposes;

- (d) consider and comply with all suggestions by the Bank to ensure that the level of protection provided for the Data is in accordance with this Agreement;
 - (e) take all reasonable steps to ensure the reliability of the personnel which will have access to the Data and ensure that the personnel of the BF who access the Data give a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Bank and/or the BF to take disciplinary action against the employee.
- 10.16 The BF shall ensure that the Data is maintained in such a way that it is protected and is not mixed or mingled with any other Data including any Data of its other customers or clients.
- 10.17 The BF further confirms and agrees that it shall at all times during the subsistence of this Agreement (and any provision hereunder):
- (a) comply *inter alia* with the provisions of the Information Technology Act, 2000 and the applicable rules thereunder including without limitation the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011;
 - (b) implement secure mail and messaging systems, that include measures *inter alia* to prevent email spoofing, identical mail domains, protection of attachments, malicious links;
 - (c) comply with all notifications, guidelines, circulars, issued by the RBI as may be required under the Applicable Law;
 - (d) monitor the security practices, control processes and checks in respect of any Data and other confidential information received by the BF, on a regular basis.
- 10.18 The BF shall ensure complete and foolproof security of all Data and shall be responsible and liable therefor at all times, including when:
- (a) the Data is stored whether permanently or temporarily on the systems of the BF for any of its agents, sub-contractors or representatives;
 - (b) the Data is being transferred to and from the systems of the BF.

During the subsistence or execution of the aforementioned events, the BF shall be solely liable for:

- (a) any breach of security, to either the Bank or its network resources, including, but not limited to, any unauthorized access to Data, servers, or accounts, circumventing user authentication on any device, sniffing network traffic;

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- (b) occurrence of a disruption of service to either the Bank or other network resources, including, but not limited to, occurrence of events such as ICMP floods, packet spoofing, denial of service, heap or buffer overflows, forged routing information for malicious purposes;
- (c) introduction or spread of honeypots, honeynets, or similar technology on the Bank's network or the network of the BF which is utilized for dealing with the Bank's Data;
- (d) Infringement or attempt towards an infringement of any intellectual property of a person or entity, including, but not limited to, illegally downloading, duplicating or transmitting copyrighted pictures, music, video, and software;
- (e) exporting or importing software, technical information, encryption software, or technology in violation of international or regional export control laws;
- (f) introduction or spread of malicious code, including, but not limited to, viruses, worms, trojan horses, e-mail bombs, spyware, adware, and key loggers; and/ or
- (g) compromise, theft, modification and/or corruption of the Data, improper access to, damage to, or loss or theft of any information asset, physical asset made available by the Bank to the BF and/or any computer or other media or network on which Confidential Information is accessed or stored;

(collectively referred to as the "**Data Compromise Events**"), irrespective of whether the Data Compromise Events were the direct or indirect result of any act or omission of the BF.

11. SECURITY AND CONTROL PROCESSES

- 11.1 The BF hereby agrees to implement (if not already implemented) security practices, control processes and checks in respect of the job/work/activity outsourced by the Bank executed/handled at its premises or in the Bank's premises on a regular basis including exercise of due care and diligence and having security practices, control processes and checks in place to *inter alia* minimise the risk of accidents at the time of taking delivery of documents/articles from the Bank, at the time of transit as well as storing the documents/articles in the premises of the BF and at all times while in any manner handling such documents/articles. The BF shall keep the Bank informed about the security practices, control processes and checks implemented/put in place by the BF.
- 11.2 Without prejudice to the generality of the foregoing, the BF undertakes and covenants to mandatorily subscribe to (if not already subscribed to) anti-defacement and website (URL/ Domain Names/ Sub-Domain Names) monitoring services during the course of this Agreement and so long as Data is requested to be stored by the BF in accordance with this Agreement. The BF shall, immediately, upon discovering or being made aware of any phishing or defacement attack on the website(s)/ application(s) or any service involving the Bank's Data. The BF shall pro-actively monitor any website, application or service against phishing or defacement attacks and report any such incidents or attempts made (whether successful or unsuccessful) to the Information Security Group of the Bank at

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security.incident@hdfcbank.com as well as information.security@hdfcbank.com.

- 11.3 The BF shall monitor, on a regular basis, the occurrence of any Data Compromise Events, information security incidents, cyber incidents, breach in the security practices/processes and controls and immediately report to the Bank about the occurrence of such events immediately as well as undertake steps to mitigate the impact of such breach, cooperate with the Bank and any external authority during any investigation undertaken in relation to such breach and promptly provide the results of such investigation to the relevant personnel of the Bank.
- 11.4 Without prejudice to the rights and remedies available to the Bank hereunder or under law, the Bank has the right to immediately notify the relevant regulators or authorities in the event of any breach of security and leakage of confidential Customer information / Data / records by / originating from the BF or the BF's Staff / agents / associates of the BF.
- 11.5 In these eventualities as aforesaid, the BF shall indemnify and keep indemnified the Bank for all losses/damages which the Bank may be liable for whether to its Customers or otherwise in accordance with Clause 24 of this Agreement.

12. RIGHT OF BANK AND REGULATOR FOR INSPECTION AND AUDIT

- 12.1 The Bank shall be entitled to conduct audits, on the BF whether by the Bank's internal or external auditors, or by its representatives/ agents/ specialists appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the BF in conjunction / connection with the Services performed for the Bank.
- 12.2 Notwithstanding the aforesaid, the BF and the Bank shall allow any person authorised by any of the regulatory authorities (which includes the Reserve Bank of India (RBI), the Securities and Exchange Board of India (SEBI), National Securities Depositories Ltd. (NSDL) and/ or the Central Depository Services Ltd. (CDSL)) and one or more officers or employees of the regulatory authorities or other persons authorised by such regulatory authorities to enter upon the premises of the BF and/ or the Bank and inspect, examine and audit the BF's and/ or the Bank's audit trails and logs for administrative activities in relation to the Services, books of accounts and operations and records, whether maintained in paper and/ or electronic formats and take copies of all books of accounts, operations and records and any other information as may be required by such authority, in relation to the Services. The rights specified in this Agreement shall also accrue to and be exercisable by RBI or persons authorized by RBI. The BF recognizes that RBI or their authorized person shall be entitled to communicate directly with the BF.
- 12.3 Clause 12.1 and 12.2 shall also be applicable for the activities outsourced to cross-border entities and/or Data residing outside India, if any.
- 12.4 The Bank, any person authorised by the Bank and any of the regulatory authorities shall also be entitled to access the books and records of the BF in relation to the transactions contemplated in this Agreement as also access all the Data, given to, stored or processed by the BF. The Bank shall be entitled to retain

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an appropriate level of control over the activities carried out in relation to the Services and shall have the right to intervene to ensure legal and regulatory obligations.

12.5 In case any information or documents are not readily available, the BF shall furnish the same within such time as may be granted by the Bank.

12.6 The BF, upon being required by the Bank, shall furnish information pertaining to the BF's operations and business records in connection with the Services rendered under this Agreement.

13. MONITORING AND ASSESSMENT

13.1 The Bank shall at all times during the tenure of this Agreement, be entitled to monitor and assess the performance of the Services by the BF and to the extent required, by the BF's Staff.

13.2 The BF shall and hereby undertakes to provide regular updates at such intervals as may be specified by the Bank with respect to the Services provided in terms of this Agreement.

13.3 The BF hereby agrees to a periodical due diligence exercise to be conducted by the Bank on the BF and to the extent required, on the BF's Staff, and agrees to provide all co-operation and technical support to the Bank in order to enable the due diligence.

13.4 The BF hereby agrees to ensure high standards of care in performing the Services by the BF and the BF's Staff at all times and further agrees that the Bank has the right, but not an obligation, to monitor, review and assess the quality of Services being rendered by the BF and the BF's Staff and also to recommend and intervene with appropriate measures to meet legal and regulatory obligations and require the BF to take such appropriate measures as the Bank may deem fit.

14. BUSINESS CONTINUITY PLAN

14.1 The BF agrees and undertakes that the Services rendered and/ or to be rendered by the BF under the terms of this Agreement shall continue to be offered under all circumstances.

14.2 The BF hereby confirms that the BF has developed and established a robust framework for:

- (a) documenting, maintaining and testing contingency plans, including 'business continuity and disaster recovery procedures';
- (b) a comprehensive fool-proof system for warehousing safe custody and retrieval of all records, Data, documents and other information; and
- (c) securing suitable alternative arrangements through such other third parties (as may be acceptable to the Bank) to ensure that the Services are continued to be provided to the Bank under all circumstances. The BF shall ensure that it enters into a legally valid and binding contract with such third parties appointed for performing the Services hereunder and all clauses

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as applicable to sub-contractors under Clause 21 and all applicable provisions in respect of BF's Staff, shall apply and be abided by such third parties. Notwithstanding what has been stated in this Clause 14.2(c), the Bank shall be entitled to intervene and take such appropriate measures (including appointing another person to provide the Services or the possibility of bringing the outsourced activity back in-house) in the event the performance of the Services by the BF is interrupted for any reasons whatsoever.

- 14.3 The BF shall periodically test the business continuity and disaster recovery plans and shall continue to do so and all reports and documents relevant to such testing shall be sent to the Bank forthwith. Notwithstanding anything contained in this Clause 14.3, the business continuity and recovery processes may be tested and reviewed by the Bank (including by way of conducting collaborative and coordinated resilience testing that meet the Bank's recovery time objectives), at the cost of the BF, at such intervals as the Bank may in its sole discretion deem fit and the BF shall be required to make, at its own cost any revisions and modifications suggested by the Bank, in relation thereto.

15. FINANCIAL / OPERATIONAL REVIEW

The BF agrees to provide on an annual basis (or at such frequency/ periodicity/ upon demand, as specified by the Bank) all the required information pertaining to its financial and operational condition to enable the Bank to assess and analyse the ability of the BF to continue to meet its obligations under this Agreement and perform the Services while maintaining the standards required by the Bank. The assessment of the Bank in this regard will be final and binding on the BF.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 The BF agrees that all Intellectual Property Rights of any nature whatsoever created, produced or even conceptualised by the BF or any of the BF's Staff as a result of any of the Services rendered hereunder shall be the sole and exclusive property of the Bank and in furtherance thereof, the BF hereby irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind in any and all Intellectual Property Rights and work product produced in pursuance to this Agreement. The BF shall not be entitled to make use of any of materials except as may be expressed permitted in this Agreement.
- 16.2 The BF shall, at its sole costs and expenses, execute or cause to be executed, as the case may be, all such documents and shall do or cause to be done, as the case may be, all such acts, matters and things, as the Bank may require in order to perfect the vesting of the Intellectual Property Rights in favour of the Bank.
- 16.3 The BF agrees to protect and not to use or cause to be used, directly or indirectly, any of the Intellectual Property Rights of the Bank, in any sales, marketing publication or advertisement or any other forms of communications with a third party or in any other manner whatsoever without the prior written permission of the Bank.

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17. TAXES

- 17.1 All taxes in relation to the payments to be made by the Bank to the BF under the terms of this Agreement, whether or not specifically contemplated under the terms of this Agreement, will be borne solely and exclusively by the BF. Subject to Applicable Law, the Bank may either pay GST directly to the relevant authorities or pay GST to the BF in which case, it will be the BF's responsibility to pay GST to the relevant authorities.
- 17.2 The BF shall be solely liable for the payment of all taxes, duties, fines and penalties by whatever name called as may become due and payable under any Applicable Law, rules or regulations as applicable from time to time in relation to the Services hereby agreed to be rendered by the BF.
- 17.3 Without prejudice to the generality of clause 17.2 above, the BF undertakes and covenants that it shall at all times comply with all its obligations under the various Applicable Laws in relation to taxation, including the timely deposits with and reporting to the concerned governmental authorities of any and all GST amounts which it has collected from the Bank under the terms of this Agreement. The BF shall provide the Bank with such information and documents as the Bank may require from time to time in order to evidence the BF's compliance with its obligations under the terms of this Clause.
- 17.4 The Bank shall be entitled to deduct tax or withhold from any and all amounts payable to the BF all central, state, local or other taxes as may be required to be deducted or withheld pursuant to any Applicable Law. The BF shall promptly provide the Bank with all such information and documents as may be required by the Bank for it to make such deductions and withholdings in accordance with the Applicable Laws. The BF shall be responsible to report any non-receipt of certificate of taxes deducted or withheld within ninety (90) days of deduction or withholding of such taxes by the Bank.
- 17.5 The BF shall extend all the required co-operation in the defence of any claim/s by any authorities against the Bank with respect to any taxes and/or duties due and payable by, or under the authority of, the BF.
- 17.6 Without prejudice to the generality of Clauses 17.2, 17.3 and 17.4 above, the BF shall be solely responsible for not filing or any delay in filing or any incorrect filing or reporting of taxes and related forms, including those related to GST and any consequences arising therefrom including any penalty or interest that may be leviable as a result thereof. The BF shall forthwith reimburse the Bank if any penalties or interest devolve on the Bank as a result of the BF not filing or filing delayed or incorrect taxes and related forms, including those related to GST. For the sake of abundant clarity, in case any input tax credit, refund or other benefit is denied or delayed due to any non-compliance by the BF (being the seller/vendor for GST purposes) (such as failure to upload the details of the sale/service on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the seller/BF, the seller/BF would reimburse the Bank the loss to the Bank including, but not limited to, the tax loss, interest and penalty. The said penalty will be subject to the levy of applicable GST and cess/surcharge.

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17.7 This Clause 17 shall survive the term and termination of this Agreement.

18. INSURANCE

18.1 The BF shall maintain, at its sole expense, throughout the tenure of this Agreement and the extensions thereto, sufficient insurance coverage in respect of all possible threats / losses / financial or other liabilities that may result from any act, error, omission or violation while performing its obligations under this Agreement including without limitation fire, transit and cyber (or information security) insurance.

18.2 It is expressly clarified that the BF shall be solely liable for maintaining sufficient insurance coverage as mentioned in Clause 18.1 above and the Bank shall, in no circumstances, be responsible / liable for any risks that may arise due to any failure in complying with the aforesaid Clause 18.1.

19. COMPUTER/SYSTEMS USE

19.1 If the rendering of the Services requires the Bank to provide to the BF any documents, the Bank may provide to the BF the requisite documents, forms, papers, cards and other material to enable the BF to provide the Services.

19.2 The BF shall arrange to make the Data entry/ use the Data as per the specifications that may be given by the Bank from time to time. The BF shall provide/furnish to the Bank the necessary/relevant Data and management information reports as may be required by the Bank from time to time.

19.3 The Bank may, at its sole discretion, decide to facilitate connectivity between its computer systems with that of the BF to facilitate transfer of Data in electronic form for further processing at both ends.

19.4 It is expressly clarified that the Bank shall not be liable for any loss, damage or hardship caused to the BF due to non-availability of the connectivity between its computer systems and the Bank's computers for any reasons whatsoever.

20. GENERAL PROVISIONS

20.1 Paragraph Headings: Paragraphs headings are for convenience only and shall not be a part of the terms and conditions of this Agreement.

20.2 Waiver: Failure by the Bank at any time to enforce any right of the Bank hereunder or any obligation of the BF for the BF's Staff or to claim compensation upon the breach of any term of this Agreement by the BF for the BF's Staff or to exercise any power agreed to hereunder, will not be construed as a waiver of any right, power or obligation under this Agreement and it will not affect any subsequent breach and will not prejudice the Bank as regards any action.

20.3 Severability: If any term or provision of this Agreement should be declared invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible and the remaining terms and provisions of this Agreement shall remain unimpaired and will remain in full force and effect as though such

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provision was not included herein.

- 20.4 Modification: No modification, waiver or amendment of any terms or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by the Bank and the BF. Notwithstanding anything contained in this Clause 20.4, the Bank shall be entitled to require this Agreement to be modified to the extent required for compliance with Applicable Law and/ or direction of any other authority and the BF agrees and undertakes that it shall do all such acts, deeds and things which may be required to effectuate any such modification.
- 20.5 Third Party Beneficiaries: Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of the BF and the Bank.
- 20.6 BF's Staff: It is agreed that under no circumstances and / or at no point of time any of the BF's Staff shall be or construed to be the employees of the Bank.
- 20.7 Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20.8 Cumulative rights and remedies: Except as otherwise specified herein, the rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as relevant Party considers appropriate and are in addition to their respective rights and remedies under Applicable Law.
- 20.9 Further Assurance: Each of the Parties agrees to reasonably perform, or procure the performance of, all further acts and things and deliver, or procure the execution and delivery of such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and give effect to the terms of this Agreement.
- 20.10 Authorized Representatives: Any notice or intimation by either Party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the Party giving such notice or intimation.

The BF shall carry out instructions and act upon any guidelines in pursuance of the Agreement, if and only if they are given / signed by Authorized Representatives of the Bank, whose names will be intimated to the BF by the Bank from time to time.

21. ASSIGNMENT AND SUB-CONTRACTING

- 21.1 The BF shall not assign, delegate, sub-contract or transfer its business or any of its responsibility, right or obligation contained in this Agreement to any agent and/or sub-agent and/or any other person without the prior written permission of the Bank, which permission may be granted or denied by the Bank solely in the Bank's absolute discretion. The BF shall not engage any free-lancers to generate business for the BF. For the aforesaid purposes, the Bank shall be entitled to review the sub-contracting

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arrangements; PROVIDED HOWEVER, that if the Bank gives such prior written permission, such sub-contracting will be at no cost to the Bank and shall not release the BF from any responsibility hereunder and the BF shall remain exclusively and fully responsible and liable towards the Bank for the due performance of its obligations hereunder.

Provided further that if such sub-contracting is in violation of any Applicable Law, then the Bank shall have the right to forthwith terminate this Agreement and the BF shall be liable to compensate and indemnify the Bank for all damages and costs pursuant to such breach in accordance with Clause 24 of this Agreement.

- 21.2 The BF agrees and confirms that all the provisions applicable to the BF in relation to the BF's Staff shall also be *ipso facto* applicable to the sub-contractors and sub-agents.
- 21.3 The Bank shall be entitled to assign/transfer part / all of its rights and benefits under this Agreement to any person or entity without any intimation or notice or consent of / from the BF.

22. NON-EXCLUSIVE AGREEMENT

It is expressly agreed and understood between the parties hereto that:

- (a) this Agreement is on a non-exclusive basis and the BF does not have any exclusive right to provide the Services to the Bank;
- (b) the Bank is free to engage as many persons/companies/firms, to provide the same or similar Services to the Bank at Bank's sole discretion;
- (c) the BF will not have any objections to any such arrangements / outsourcing by the Bank to any other person / companies / firms or otherwise;
- (d) the BF shall also be at liberty to provide services similar to the Services provided by the BF to the Bank to any other body corporate or bank and the BF shall inform the Bank of such other assignments within a period of fifteen days from the date of securing such assignment/s. Also BF centres on boarded by HDFC Bank will not work as BF centres for any other bank.

23. INDEPENDENT BF

- 23.1 This Agreement is on a principal-to-principal basis.
- 23.2 The BF shall provide the Services hereunder as an independent BF and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Bank and the BF.
- 23.3 The BF agrees that it will not represent that it is an agent of the Bank nor hold itself out as such. The BF,

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the BF's Staff or its agents have no authority to bind the Bank in any manner by any action / representation whatsoever.

24. INDEMNITY

24.1 The Bank shall have no liability whatsoever, including for any injury, damage or loss to the BF and/or the BF's staff caused or suffered in the course of performance of the BF's obligations hereunder. It is expressly clarified that the BF is aware that it is on the strength of the indemnities furnished by the BF hereinbelow that the Bank has agreed to enter into and execute this Agreement. This Clause 24 shall survive the termination of this Agreement.

24.2 Notwithstanding anything to the contrary contained in this Agreement, the BF hereby irrevocably and unconditionally agrees and undertakes to indemnify and keep indemnified and saved harmless the Bank, its officers, agents and its employees, shareholders, agents, consultants and other representatives, successors and assigns ("**Indemnified Parties**") at all times against all claims, demands, damages, penalties, losses (direct or indirect), damages, liabilities, charges costs or expenses (including legal expenses on a full indemnity basis) of any kind whatsoever which may arise against or be incurred by the Indemnified Parties as a result of any act, omission or commission, breach, fraud, negligence or any other reasons whatsoever, on the part of the BF or any of the BF's Staff, including without limitation the following:

- (a) Any act, omission, default or neglect of the BF or any of the BF's Staff or otherwise arising out of any breach of any of the provisions, undertakings, representations, warranties and covenants of the BF as contained in this Agreement or of any Applicable Law.
- (b) Claims made by the BF or the BF's Staff or any other third party against the Bank or for any loss, damage or hardship caused to the Bank on account of any dispute or difference of whatsoever nature in relation to the Services, between the BF and the BF's Staff and/ or any third party or between the BF's Staff *inter se*.
- (c) Any fraud, negligence or default whatsoever of the BF and/or any of the BF's Staff.
- (d) Any theft, robbery, fraud and forgery or other wrongful act or omission, errors, representations, misrepresentations, misconduct, negligence and/or delay by BF and/or any of the BF's Staff in the performance of the Services.
- (e) Any claims/ liabilities arising out of any labour statutes, all taxes, addition to tax, penalties and interest thereon assessed by the Government or other authorities / officials and all liabilities costs, charges including the legal fees incurred in defence of such assessment.
- (f) Any claims/ liabilities arising as a result of faulty, inaccurate or unauthorised information having been provided to the Bank, by the BF.
- (g) Against all / any consequences arising by any breach of this undertaking by the BF and/or its

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BF's Staff and shall immediately pay to the Bank on demand, all damages, loss, cost, expenses or any charges including liquidated damages for loss of reputation that the Bank may be required to suffer, pay or incur in connection there with.

- (h) In respect of any claim / liability on the Bank arising in any way due to any act / omission or commission or otherwise on the part of the BF or the BF's Staff.
- (i) Generally, for any other loss that may be suffered by the Bank or any of its staff / employees/ Customers or any other person resulting either directly or indirectly from the services undertaken to be provided by the BF.
- (j) In case of any loss, damage to and/or destruction (whether partial or complete) of the documents and/or other Data required to be kept/maintained by the BF for the Bank in safe custody.
- (k) In case of any wrongful disclosure or misuse of Data as a result of a breach of Clauses 8, 9, 10 or 11 of this Agreement.
- (l) Any claims/ liabilities (including any supervisory fees incurred by the Bank) arising as a result of the BF not being able to provide access to the necessary information/ records to any regulatory authority, including RBI, or the persons authorized by them, within the time specified by them.
- (m) Any claim made or proceeding commenced by any of the Customers of the Bank or any other third party against the Bank, in relation to or in connection with the Services including without limitation the infringement of the Intellectual Property Rights of the Bank.
- (n) The Linknot functioning or being corrupted or rendered unfit for use.

24.3 It is further clarified that in the event of the Bank claiming its right to be indemnified pursuant to any of the above:

- (a) the BF shall make payment of the amounts demanded by the Bank forthwith upon demand; and
- (b) the Bank shall have all rights to withhold all payments (whether in the form of consideration or fees or other charges) due to the BF till such amounts are fully paid; and/or
- (c) the Bank reserves the right to set-off any of the amount due to the Bank under this Clause 24 from and against monies due by the Bank to the BF under this Agreement or otherwise.

25. LIEN AND SET-OFF

25.1 Notwithstanding anything to the contrary in this Agreement or any other document/arrangement in respect of all and any of BF's present and future liabilities to the Bank, affiliates, group entities,

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associate entities, parent, subsidiaries, any of their branches (collectively "**Relevant Entities**"), whether under this Agreement or under any other obligation/loan/facilities/borrowings/document, whether such liabilities are/ to be crystallised, actual or contingent, primary or collateral or several or jointly with others, whether in same currency or different currencies, whether as principal debtor and/or as guarantor and/or otherwise howsoever (collectively "**Liabilities**"), the Bank and the Relevant Entities shall in addition to any general lien or similar right to which any of them may be entitled by law, practice, custom or otherwise, have a specific and special lien on all the BF's present and future stocks, shares, securities, property, book debts, all moneys in all accounts whether current, savings, overdraft, fixed or other deposits, held with or in custody, legal or constructive, with the Bank and/or any Relevant Entities, now or in future, whether in same or different capacity of the BF, and whether severally or jointly with others, whether under this Agreement, or lending relationship, or safe custody, collection, or otherwise, whether in same currency or different currencies; and

25.2 Separately, the Bank and the Relevant Entities shall have the specific and express right, without notice to and without consent of the BF, to set-off, transfer, sell, realize, adjust, appropriate all such amounts in all accounts (whether prematurely or upon maturity as per the Bank's discretion), securities, amounts and property as aforesaid for the purpose of realizing or against any of the dues in respect of any of the Liabilities whether ear-marked for any particular Liability or not, combine or consolidate all or any of accounts of the BF and set-off any monies, whether of same type or nature or not and whether held in same capacity or not including upon the happening of any of the events of default mentioned in any of the documents pertaining to the respective Liabilities or upon any default in payment of any part of any of the Liabilities.

26. FORCE MAJEURE

26.1 Upon the occurrence of a Force Majeure event, the BF shall immediately notify the Bank, in writing, of the occurrence of such Force Majeure event and its inability to perform the relevant obligations under this Agreement as a result thereof.

26.2 Upon the receipt of such notice from the BF, the Bank may specify an extended time period for performance of such obligations which have been suspended by the Force Majeure event, to the BF.

26.3 However, if the obligations remain suspended and unperformed by the BF for more than 30 (Thirty) days, (whether due to the subsistence of the Force Majeure event or otherwise), the Bank shall have the right of terminating this Agreement in whole or in part thereof, at its sole discretion, and the consequences of such termination shall be as specified in Clause 27, below.

26.4 The term "**force majeure**" as employed herein shall mean, any one or more events, conditions or circumstances (including any acts of god, acts of civil or military authority, fires, plagues, epidemics, pandemics, outbreak of infectious diseases, any public health crisis, earthquake, flood, tempest or typhoon, terrorist attacks on-going or threatened labour strikes, lockouts, lockdowns, shutdowns, slowdown or work stoppage by the company and / or any Persons forming part of the BF or any scarcity

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or unavailability of materials or equipment or fire or other similar event), [the death, insolvency, lunacy, serious illness, disability or any other form of incapacity of the BF]¹that exist or have occurred that has, had or could reasonably be expected to have a Material Adverse Effect.

27. TERMINATION AND CONSEQUENCES

27.1 Without prejudice to the provisions of Clause 2 of this Agreement, the Bank may terminate this Agreement, forthwith, upon written notice to the BF under the following circumstances:

- (a) if the BF or any of the BF's Staff commits a breach of any of the provisions of this Agreement;
 - (b) if there is occurrence of any Material Adverse Effect;
 - (c) if any Force Majeure event is not cured in accordance with and within the time periods specified in Clause 25.2 herein;
 - (d) if the BF takes any action (corporate or otherwise), which will result in the change of ownership or control of the BF/ change in the partnership structure of the BF, without the prior written approval of the Bank;
 - (e) if, in the sole opinion of the Bank, there is negligence on the part of the BF or any of the BF's Staff in rendering the Services;
 - (f) if, in the sole opinion of the Bank, the performance of the BF is not in accordance with the service standards expected by the Bank;
 - (g) the BF: (i) is wound up; (ii) files a petition for voluntary winding up/ insolvency/ bankruptcy; (iii) a petition for winding up/ insolvency/ bankruptcy is filed against it; (iv) is unable to pay its debts; (v) files an application or an application is filed against the BF for revival and rehabilitation of the BF under the Companies Act, 2013 or any other Applicable Law; (vi) ceases to carry on business; (vii) makes an arrangement or assignment for the benefit of its creditors; (viii) if a court receiver, liquidator or any other similar officer is appointed as receiver of all or any of the properties of the BF;
 - (h) if the BF and/ or any BF's Staff is judicially indicted (whether in India or any other location);
 - (i) if any moratorium of any indebtedness is imposed on the BF;
 - (j) if in the sole opinion of the Bank, the BF ceases to do business in a normal and customary manner;
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- (k) if the rendering of the Services under this Agreement is or is held to be illegal or violative of any law for any reason whatsoever;
 - (l) if the BFor any of the BF's Staff commits fraud or engages in any other illegal or unethical activities, or in any activities which the Bank, in its reasonable judgment, believes could adversely affect the reputation of the Bank;
 - (m) if in the sole opinion of the Bank, the interests of the Bank are jeopardised in any manner whatsoever by the provision of the Services;
 - (n) if in the opinion of the Bank the termination is required for any regulatory reasons.
- 27.2 Notwithstanding the above, this Agreement may be terminated by either party by giving the other party 90 (Ninety) days' prior notice in writing as provided in this Agreement for giving notices.
- 27.3 Notwithstanding anything stated to contrary in this Agreement, the Bank shall, in its discretion, be entitled to suspend the availing of the Services with immediate effect in the event of any breach of or default under this Agreement being committed by the BF.
- 27.4 The provisions of this Clause 27 shall not preclude the Bank from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.
- 27.5 Upon the termination or expiration of this Agreement for any reason whatsoever, the BF shall immediately:
- (a) deactivate the Link;
 - (b) refrain from any action that would or may indicate any relationship with the Bank;
 - (c) cease the use or reference of the Bank's name or the Bank's Intellectual Property Rights in any manner whatsoever in any future correspondence/ communications with any third person and destroy, at its own expense, all marketing materials or other publications and promotional materials bearing the Bank's name and Intellectual Property Rights in its possession and in the possession of its agents, employees and independent contractors;
 - (d) hand over to the Bank, possession of all the Confidential Information, documents, material, instructions, manuals, guidelines or other writings (including any copies thereof) and any other property belonging to the Bank provided in relation to the provision of the Services or otherwise, that may be in the possession of the BFor any of the BF's Staff, agents or officers;
 - (e) immediately deliver to the Bank all documents and any/all Data, held by it and which are in possession/custody/control of the BF and/or the BF's Staff, to the Bank. The BF shall also forthwith remove all the BF's Staff together with its machines/equipment whatsoever from the premises of the Bank. This is further subject to the fact that the Bank may at its option direct

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the BF to finish any particular work/works which may at the time of termination be under process or outstanding. Any breach of this obligation or the delay in its implementation shall without prejudice to the Bank's other rights at law, result in the payment of damages in an amount together with interest as may be decided by the Bank which is hereby and will at all times be, accepted unconditionally by the BF. This amount shall be without prejudice to all other rights of recovery vesting by law in the Bank and may be recovered from the outstanding monies, if any, due to the BF from the Bank at the time of termination of the Services and this Agreement;

- (f) preserve all Confidential Information in accordance with Clause 9.13 hereinabove or upon instructions of the Bank, return/ destroy/ delete/ purge all Confidential Information and thereafter provide a certificate in accordance with Clause 9.14 hereinabove.

27.6 Notwithstanding any termination, cancellation, expiration, or other conclusion of this Agreement, the BF shall be bound to maintain the confidentiality of all of the Bank's Data and shall not disseminate or reproduce the information in relation to the Services or the Bank's Customer, in any manner whatsoever, without the prior written consent of the Bank. In case of any termination of this Agreement by the BF of this Agreement which is not in accordance with the provisions of this Agreement, the Bank reserves the right to undertake appropriate measures to continue its business operations in such cases, without any break in the operations of the Bank and its services to the Customers, at the cost of the BF.

27.7 The expiry or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

28. SURVIVAL OF PROVISIONS & RIGHTS

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

28.2 All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly and concurrently.

29. NON-DISCLOSURE

The existence and terms of this Agreement are confidential. The BF shall not, at any time, disclose to any person, the existence or terms of this Agreement, except as required under Applicable Law, subject to compliance with Clause 9.6. The BF shall ensure that each person to whom it communicates such information, under the terms of and in accordance with this Agreement, be similarly bound.

30. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and permitted assigns with respect to all covenants herein and cannot be changed except by written agreement signed by both the Parties.

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31. GOVERNING LAW, JURISDICTION AND ARBITRATION

- 31.1 This Agreement shall be governed by, and construed in accordance with, the laws of India and subject to Clause 31.2, 31.3 and 31.4 below, the courts/tribunals at Mumbai, India shall have exclusive jurisdiction on the subject matter of this Agreement and both the Parties hereto submit to the same.
- 31.2 In the event of any dispute, difference of opinion and/or claims between the Parties arising out of or in connection with this Agreement or with regard to performance of any obligations by either Party, the Parties hereto shall use their best efforts to resolve and settle such disputes or differences of opinion or claims amicably by mutual negotiation, within 15 (Fifteen) days from the date of receipt of communication of such dispute, difference or claim from disputing Party.
- 31.3 In case the disputes or differences or claims are not settled amicably as provided in Clause 31.2 above, such disputes, differences and/or claims shall be referred to the arbitration of a sole arbitrator to be appointed by the Parties mutually, which arbitration shall be held at Mumbai, India or subject to Applicable Law, such other place as may be determined by the Bank, and shall be governed by the Arbitration and Conciliation Act, 1996 as may be amended, or its re-enactment. In case of failure in appointment of the sole arbitrator within 15 (Fifteen) days of request of appointment of arbitrator being initiated by either Party, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English language. The award passed by the arbitral tribunal shall be final and binding on the Parties. The cost of such arbitration shall be borne by the losing Party or otherwise as determined in the arbitration award. If a party is required to enforce an arbitral award by legal action of any kind, the party against whom such legal action is taken shall pay all reasonable costs and expenses and attorney's fees, including any cost of additional litigation or arbitration taken by the party seeking to enforce the award.
- 31.4 Notwithstanding anything contained in this Clause 31 (*Governing Law, Jurisdiction and Arbitration*), in the event that the Bank is under Applicable Law bound to refer/ raise any dispute or difference under this Agreement before any Debts Recovery Tribunal established under the Recovery of Debts and Bankruptcy Act, 1993, such Debts Recovery Tribunal shall have exclusive jurisdiction over such dispute, difference or claim and the same shall not be referred to arbitration under Clause 31.3 above.

32. NOTICES

- 32.1 All notices, approvals, instructions, demand and other communication given or made pursuant to the provisions of this Agreement shall be in writing, and may, subject to Clause 32.2 hereof, be given or made by hand delivery, registered mail, facsimile, e-mail or reputable overnight courier service to the parties at the following address or email;

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For HDFC Bank Ltd.:

For the BF:

At the address mentioned in Schedule I attached hereto.

Fax Number as mentioned in Schedule I attached hereto.

Email as mentioned in Schedule I attached hereto.

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- 32.2 The address for notice may be changed by either party by giving notice to the other party as provided herein.
- 32.3 Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail, 5 (Five) calendar days after posting; (ii) if given by hand delivery at the time of delivery; and (iii) if given or made by email, upon receipt of an email delivery report confirming receipt by the other Party. Provided that email shall be immediately on the same day followed by a copy of the notice by a reputable overnight courier (iv) if given by overnight courier service, 1 (One) Business Day after it has been couriered by an overnight courier company and the courier company furnishes a statement/record of its delivery or attempted delivery at such address (v) if by way of facsimile, when the sender receives a receipt indicating proper transmission.
- 32.4 Nothing in the aforesaid clauses shall affect any communication given over the internet or other electronic medium as otherwise provided in this Agreement for the purposes of or in relation to rendering the Services.

33. AMENDMENTS

- 33.1 All amendments or supplements to the terms of this Agreement can be made only in writing duly signed by each Party.
- 33.2 Notwithstanding anything contained in this Clause 33, the Bank shall be entitled to require this Agreement to be modified to the extent required for compliance with Applicable Law and/or any directions provided by the RBI and the BF agrees and undertakes that it shall do all such acts, deeds and things which may be required to effectuate any such modification.

34. AADHAR RELATED OBLIGATION

- 34.1 The BF hereby agrees and undertakes that if the BF and/or any BF's staff obtains or collects the Aadhaar Details of any customer, it shall do so only after ensuring that such collection of Aadhaar Details and purpose thereof are permitted by applicable law of parliament;
- 34.2 If Proof of possession of Aadhaar or Aadhaar number is obtained/ collected, the BF shall ensure that the Aadhaar number is redacted or blacked out in compliance with extant laws and / or regulatory guidelines, adequate and prior informed consent from the said customer is obtained in accordance with the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the relevant regulations prescribed thereunder and the Prevention of Money Laundering Act, 2002 and the relevant regulations prescribed thereunder and any other notification, circular or guidelines, prescribed by the relevant authorities under the said acts including by the Reserve Bank of India (RBI) and/or the Unique Identification Authority of India (UIDAI). The BF shall ensure that the said consent is stored for as long as the same may be required by law and the BF shall forthwith furnish the said consent for any such customers, to the Bank, as and when may be required by Bank.

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- 34.3 The BF expressly undertakes and confirms that it shall not store the Aadhaar number or Virtual Id in any manner whatsoever.
- 34.4 The BF shall at all times comply with applicable law including the aforesaid Acts, regulations, rules and guidelines and circulars, including in relation to the safeguards and measures.
- 34.5 The BF expressly and unequivocally agrees to and hereby does indemnify, save, defend and hold harmless the Bank and its officers, directors, employees, shareholders, agents, consultants and other representatives, successors and assigns of, from and against all, direct and indirect, claims, notices, damages, fines, penalties, losses, costs, expenses, attorneys' fees, together with taxes from time to time, incurred or suffered by the Bank in respect of any breach by the BF and/or any BF's staff of the undertakings given in this clause by the BF.

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SCHEDULE I DETAILS OF THE AGREEMENT/BF

1. Name of the BF: [Refer Annexure](#)
2. Constitution of the BF: [Refer Annexure](#)
3. Place of the Agreement: [Refer Annexure](#)
4. Day and Date of Agreement: [Refer Annexure](#)
5. Registered office / place of business of the BF:
Regd. office: [Refer Annexure](#)

Corporate office: [Refer Annexure](#)
6. Original Tenure of this Agreement: 3 years from the date of the Agreement
7. BF's Contact Numbers:
(a) Land line: [Refer Annexure](#)
(b) Mobile Number: [Refer Annexure](#)
8. BF's Email: [Refer Annexure](#)
9. BF's Bank Account Details: [Refer Annexure](#)
10. Debit Notes/ Invoices to be submitted at intervals [Reference Clause 4.5 (a) of the Agreement]: per month/ per quarter/ or as may be specified by the Bank to the BF from time to time.
11. Time in which Invoices/ Debit Notes will be cleared by the Bank: **180 days**

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SCHEDULE II

LIST OF SERVICES/SCOPE OF SERVICES & Responsibility

List of Services / Scope of Services

1. Referral of existing and potential customers to avail of the Products offered by the Bank and shall make every effort to check and verify the bonafides of the customers being referred.
2. Identifications of customers and due diligence as per "Know Your Customer" norms of Reserve Bank of India and fitment of activities.
3. Collection and preliminary processing of loan applications including verification of primary information /data.
4. Creating awareness about savings and other products.
5. Imparting education and advice on managing money and debt counselling.
6. Processing and submission of applications to Bank's branches.
7. Promotion and nurturing of Self Help Groups/Joint Liability Groups. vii) Post-sanction monitoring.
8. Monitoring and handholding of Self Help Groups/Joint Liability Groups/Credit Groups/others.
9. Follow-up for recovery.
10. Telecalling customers on lists provided by the Bank or developed by the BF ;
11. Holding exhibitions, seminars, demonstrations, campaigns and other means of displaying the Products at the cost of the Bank.
12. Assisting the Bank to process and prepare the relevant Loan documentation pursuant to the policies and procedures of the Bank and shall be limited to referring and arranging documents required by Bank.
13. Forwarding the scan copies of the papers to the Bank and to receive and review their reports or opinions till the account is loaded on the Bank's system".
14. Referral of Customers through agents, brokers and other such channels will be done strictly in accordance with the procedures specified in writing by the Bank from time to time in advance to BF MOU.
15. Calling for papers from Customers and reviewing and collating the papers produced by them pertaining to their income, employment or professional status, property, the offered security including shares, securities, insurance policies, and such other information and documents as the Bank may require in online nature / where ever applicable;
16. Prominently display/ exhibit, mail and distribute Product Information brochures and other material provided by the Bank;
17. Assisting Customers to prepare and file the final product documentation, post- dated cheques, security documents {not in form of Cash} and other documents that the Bank may require;
18. Attending to the Customers loan related service requests, processing and forwarding them to the bank and coordinating with the Bank for the completion of these requests and routing them back to the customers;

Responsibilities

1. Shall identify customers for opening "no frills/zero/very low/minimum balance SB accounts, & Current accounts as per Bank guidelines so the bank takes up further steps for providing these facilities.
2. Shall collect loan application from such identified borrowers and take up preliminary processing of loan applications (conforming to norms of the Bank) including verification of primary information/data and on completion of verification shall submit the loan application to Bank.

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3. Shall market/create awareness about savings and other products and educate and advise the customers on managing money and debt counselling.
4. Shall agree for promoting, nurturing, monitoring and handholding of Self Help Groups/ Joint Liability Groups.
5. Shall follow up for recovery of loans disbursed by the Bank. The BF shall not use any undesirable violent methods for recovering Bank dues. The guidelines prescribed by the Banking Codes and Standards Board of India/RBI/NABARD /Government of India from time to time shall be strictly adhered to.
6. Shall take up any other assignment as may be entrusted /negotiated by the Bank for the purpose of Banking products & Services.
7. The selection of the customers by the BF shall be based on their credentials, credit needs for their genuine requirements, and any other criteria decided by Bank.
8. The BF shall certify each deposit/loan application with regard to the bona-fide of the customer and authenticity of the particulars furnished.
9. The BF shall help the customers in furnishing the information and in such form as required by the Bank in the format prescribed by the Bank from time to time.
10. The BF shall assist the Bank in completing the prescribed set of documents, duly executed by the customers, in such form, as required by the Bank for such deposit to be accepted and loan to be sanctioned by the Bank as per the general terms of sanction.
11. The BF shall endeavour to see that the borrower takes up the project as per the recommendation in the application / project proposal submitted to the Bank.
12. For customers / applicants within the BF command or service area, who are interested in the Bank product, the Bank will make an effort to process their applications for credit within reasonable period from the date of completion of all the formalities / requirements.
13. The sanction of the loan to customers shall be directly informed by the Bank with information to Business Facilitator.
14. That BF shall monitor the customer's loan accounts and intimate to the Bank from time to time any adverse feature, which may affect the advance and recovery of Bank dues. If need arises, the BF shall assist the customers to overcome the adverse feature.
15. The BF shall treat as confidential all the records, information, data which comes to their knowledge in the normal course of day to day business, terms and conditions of the Bank and of this Agreement. BF shall not disclose, divulge the same to any third party otherwise than for the specific purpose authorized by the Bank even after termination of this MOU
16. BF shall sale micro insurance/ mutual fund products/ pension products/ other third party products (as decided by the Bank).
17. BF should encompass clients irrespective of class, creed and religion and its activities should be available to all eligible citizens of India.
18. BF should have adequate management capability even for enlarged operations.
19. BF should have adequately trained and motivated field staff for close observance/monitoring.

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ADDITIONAL CONDITIONS, COVENANTS, UNDERTAKINGS OF THE BF

The obligations mentioned herein below are in addition to and not in substitution of, the obligations of the BF as provided in this Agreement.

1. BF shall act prudently in accordance with the terms of this Agreement and shall exercise all due diligence in carrying out its duties and obligations under this Agreement. The BF shall preserve the documents and data in India and in accordance with the legal/regulatory obligation of the Bank in this regard and shall be fully responsible and liable for its safe keeping.
2. BF shall always have commitment for social action and capacity building, which shall be non-discriminative, secular, non-exploitative and transparent.
3. BF is fully aware that public shall have the freedom to use banking facilities by approaching the Bank directly even though the BF is available in their locality. Hence the BF shall not directly or indirectly convey or create an impression among the public that the Bank cannot be approached other than through the BF.
4. BF shall ensure that at the point of customer interface or a retail outlet or a sub-agent of a BF shall represent the bank which has appointed the BF retail outlet, represent and provide banking services of one bank only. BF.
5. BF shall not introduce any product/ process without the written approval of the Bank or which violates RBI guidelines. BF also agrees that the financial services offered by the retail outlets/ sub-agents of the BF shall not be tied to the sale of any product of the BF.
6. BF shall not adopt any restrictive practice such as offering savings or remittance functions only to its own customers and forced bundling of services offered by the BF. BF shall undertake the activities at places other than the Bank premises/ ATMs.
7. The BF shall not appoint, assign, delegate, sub-contract or transfer any of its responsibility or any right or obligation contained in this Agreement to any agent, sub-agent and/or sub –contractors without prior written permission of the Bank, which permission may be granted or denied by the Bank solely in the Bank's discretion. BF shall ensure that any agent, sub-agent and/or sub –contractors so appointed shall qualify RBI guidelines for becoming BF and/or any other guidelines by the bank in this regard. Besides even if sub-contracted, BF agrees and accepts that it will have full accountability, and responsibility and liability of sub Contract or sub agents.
8. The BF acknowledges and agrees that the Bank may introduce additional/new technological solutions from time to time (including those not specifically illustrated herein) and agrees to comply with any and all directions and instructions of the Bank in respect of such additional technological solutions. The BF agrees and acknowledges that any additional/new technologies which the Bank may agree to offer in terms hereof will be offered in the sole discretion of the Bank.
9. The BF undertakes that it has a good and marketable title to all the Intellectual Property which are used in any software or hardware utilised by the BF or its agents, staff etc for providing the services.
10. The BF undertakes that it will not violate any Intellectual Property rights of any third party and the offering of the services will not infringe or constitute an infringement or misappropriation of any Intellectual Property rights or other propriety rights of any third party; be responsible for developing, hosting, managing and maintaining the entire technology platform including the requisite software to ensure to provide the services to the Bank in accordance with the terms hereof;
11. The BF shall ensure that the software required by the BF for providing the services, is properly maintained and operated at all times, including without limitation, identification and rectification of software problems;

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12. The BF shall ensure that all necessary consents, approvals, licenses or authorisations from any regulatory body required under the Applicable Law or in connection with the performance by it of its obligations under this Agreement shall be obtained and shall continue be valid during the continuance of this Agreement.
13. The BF shall extend all necessary assistance to the Bank, RBI and other law enforcing authorities in any fraud prevention, investigation or other process relating to the services;
14. The BF shall not and shall ensure that its employees, agents, sub-contractors and other representatives do not do any act:
 - a. that would be in contravention with its internal anti-bribery and anti-corruption policies or which would amount to the paying of a bribe; or
 - b. that would amount to a breach of any Applicable Law or any international, legislation, regulation or convention, including without limitation any law regulations, orders, practices and standards dealing with anti-bribery and/or anti-corruption.

Additional Obligations of the Business Facilitator /BF

1. BF is aware that the performance of the Services require the exercise of due and special care and BF hereby unconditionally and irrevocably undertakes to exercise due and special care in the performance of its Services and obligations hereunder.
2. BF undertakes to submit to the Bank the declaration and confirmation as contained herein from time to time as may be required by the Bank during the currency of this Agreement.

BF hereby agrees that the opinions/certification of the BF would be an input for our decision making. In the event the opinion/certification of the BF turn out to be untrue and factually incorrect causing loss to the bank, then the BF shall investigate the matter and fix the responsibility on BF .In the event it is established that there was gross negligence on part of BF or had colluded with the customer in causing pecuniary damage/loss to the bank, then the name of BF shall be listed in the caution list being maintained by the Indian Banks' Association (IBA) for circulation amongst member banks and will also be included in the Fraud reporting to RBI.

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SCHEDULE II - B

Business Facilitator for Credit Facilities

1. The Parties agree that the Services to be provided by a Service Provider / Business facilitator who is a direct selling associate for the purposes of acquiring customers for the Bank who wish to avail of Credit Facilities from the Bank shall be governed by the terms of the Agreement read together with this Schedule II-B and the other applicable Schedules of the Agreement, any additional terms that may be applicable to such a Service Provider, as may be prescribed by Applicable Law or as may be specified by the Bank from time to time as per the Bank's internal policies.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions:

In this Schedule II-B, unless there is anything repugnant to the subject or context thereof, the capitalised terms listed below shall have the following meanings:

"Agreement" means, for the purposes of this Schedule II-B, the agreement entered into by and between the Bank and the Service Provider dated **Refer Annexure 1** which sets out the terms and conditions in accordance with which the Service Provider shall provide its Services to the Bank, read along with its Schedules, including this Schedule II-B;

"Credit Facilities" shall mean any kind of credit facility availed by the Customer from the Bank and shall include, without limitation, personal loan, business loan, home loan, loan against property, loan against security, gold loan and / or other loans disbursed by the Bank from time to time;

"Customers" mean the customers of the Bank to whom the Credit Facility may be offered to;

"EMI" means an equated monthly instalment towards interest on the relevant Credit Facility and repayment of the principal amount of the Credit Facility;

"Maximum Limit" means the maximum limit / amount available for the grant of a Credit Facility.

2.2 Interpretation:

(a) This Schedule II-B shall form an integral part of the Agreement.

(b) If there is any inconsistency between the definitions and/or terms and the conditions contained in the main body of the Agreement and this Schedule II-B, then for the matters concerning or relating to the Credit Facility and the subject matter of this Schedule II-B, the terms of this Schedule II-B shall prevail.

3. **ADDITIONAL TERMS AND CONDITIONS, COVENANTS, REPRESENTATIONS, UNDERTAKINGS**

The terms, conditions, covenants, representations, undertakings and obligations mentioned herein below are in addition to and not in substitution of, the terms, conditions, covenants, representations, undertakings and obligations applicable to the Service Provider as provided in the Agreement. Further, the Service Provider shall undertake and perform, apart from the general obligations, duties and functions set out in the Agreement, the specific obligations, duties and functions set out in this Schedule II-B.

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3.1 Criteria for determining the eligibility of Customers for the Credit Facility

3.1.1 The Bank will establish the criteria for determining the eligibility of Customers to whom the Credit Facility can be offered to. The Bank will also establish the Maximum Limit for a Credit Facility. These criteria are subject to change without any notice. Notwithstanding that a Customer meets the basic criteria, it will not be obligatory for the Bank to offer or disburse the Credit Facilities or to offer any of the Bank's other products or services to the Customer. The offer or disbursement of the Credit Facility or the offer of any of the Bank's other products or services to the Customer will be at the sole and absolute discretion of the Bank and no justification need to be provided to the Service Provider for any applications for the Credit Facility that are declined/ rejected by the Bank.

3.2 Application and Documentation Kits

3.2.1 With respect to the offering and disbursement of the Credit Facility, the processes to be followed and the application and documentation kits may differ from time to time on the basis of the method followed to source the Customer and disburse the Credit Facility. The Service Provider will be supplied with relevant application and documentation kits by the Bank.

3.2.2 The Service Provider will interview the Customers, obtain completed application forms and supporting documents from Customers and send the same to the Bank. The Service Provider must ensure that in all cases, the application forms and other documents are completed by the Customers by their own hand.

3.2.3 The Bank will verify the acceptability or otherwise of each application and inform the Service Provider of its acceptance or rejection. If required, the Service Provider will, on acceptance of the application by the Bank, provide necessary assistance to the Customer for completion of the legal documents to enable the Bank to disburse the Credit Facility, as the case may be.

3.2.4 The Bank may propose, at a later date, that for the purpose of disbursing a Credit Facility, Customers should be sourced through the Bank's application programming interface(s) ("**Bank's API**"). The Bank may in this regard give a license to the Service Provider to use the Bank's API, subject to the Service Provider agreeing to such terms and conditions as may be prescribed by the Bank whether set out in a schedule to the Agreement or in a separate addendum, for the purposes of *inter alia* integrating certain approved applications of the Service Provider with Bank's specified systems and applications.

3.3 Verification of Customer Data

3.3.1 The Service Provider shall ensure that it carries out due diligence of an applicant / Customer before requiring the Bank to initiate the approval process for the Credit Facility. The Service Provider acknowledges that substantial costs are incurred by the Bank in the process of obtaining the approvals for a Credit Facility; hence the necessity for ensuring due diligence on the part of the Service Provider. In the event the Bank incurs unnecessary costs (such as non-receipt of applications despite the approval for the Credit Facility for a Customer having been processed by the Bank) over the permissible limits laid down, if any, the Bank shall at its sole and absolute discretion recover the said costs from the Service Provider.

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3.3.2 On verification of the Customer data and completion of legal documentation, the Bank will, at its sole discretion, determine the Maximum Limit for grant of the Credit Facility.

3.4 Acceptance of Deposits, Cheques and Cash:

3.4.1 The primary role of the Service Provider is that of a facilitator and a catalyst and in no circumstances shall the Service Provider or the Service Provider's Staff, accept any EMIs or other payments directly from the Customer or any other person by way of / in cash (wherever applicable) or bearer cheques.

3.4.2 In case the Service Provider or the Service Provider's Staff is offered any cash (wherever applicable) or cheque (which should be an account payee cheque drawn on the Customer's own account) towards an EMI or otherwise, the Service Provider or the Service Provider's Staff will accept the same for immediate onward delivery to the Bank, and hand over the same to the Bank's authorised representative, at the latest before the close of business hours on the next working day.

3.4.3 The Service Provider shall indemnify and keep the Bank save harmless and indemnified at all times from and against all losses, costs, charges, expenses, damages, suits, actions, demands, proceedings that the Bank may sustain, incur or suffer by reason of loss of such cash (wherever applicable) or cheque/s or mutilation or any misuses thereof by the Service Provider or the Service Provider's Staff, till it is handed over to the Bank's authorised representative.

3.5 Model Code of Conduct:

3.5.1 The Service Provider hereby confirms that it has read and understood the contents of the Model Code of Conduct as set out in Schedule IV of the Agreement and further agrees and undertakes that it and the Service Provider's Staff is/are obligated to follow the Model Code of Conduct and abide by it and be bound by the same while rendering the Services to the Bank.

3.5.2 The Service Provider also confirms that the contents of the Model Code of Conduct have been explained in full to all the Service Provider's Staff and any other sub-contractors / executives / tele-marketing executives working with the Service Provider. The Service Provider shall ensure that all the Service Provider's Staff and any other sub-contractors / executives / tele-marketing executives working with the Service Provider follow the Model Code of Conduct and abide by it and shall be bound by the same in relation to rendering of the Services to the Bank.

3.5.3 In case of any violation or non-adherence to the Model Code of Conduct either by the Service Provider or the Service Provider's Staff, the Bank shall be entitled to take such action against the Service Provider or the Service Provider's Staff, as the Bank may deem appropriate.

3.5.4 The Service Provider shall indemnify the Bank against any loss, financial or otherwise, arising out of any default or breach of the terms of the Model Code of Conduct either by the Service Provider or the Service Provider's Staff.

3.6 Specific Obligations, Duties and Functions:

The Service Provider shall undertake and perform, apart from the general obligations, duties and functions, the following specific obligations, operations, duties and functions:

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- 3.6.1 Referral of existing and potential Customers to avail the Credit Facility and including the Credit Facilities in its own advertising, subject to prior written approval of the Bank;
- 3.6.2 Make every effort to check and verify the bonafide of the Customers being referred;
- 3.6.3 Telecalling Customers on lists provided by the Bank or developed by the Service Provider, in accordance with the Model Code of Conduct;
- 3.6.4 Holding exhibitions, seminars, demonstrations, campaigns and other means of displaying the Credit Facility;
- 3.6.5 Assisting the Bank in processing and preparing the relevant documentation for the Credit Facility pursuant to the policies and procedures of the Bank;
- 3.6.6 Forwarding the relevant papers to the Bank and to such verification agencies, lawyers, search clerks, accountants or valuers as may be appointed or designated by the Bank and following up with them to receive and review their reports or opinions till the Credit Facility is disbursed;
- 3.6.7 Referral of Customers through agents, brokers and other such channels will be done strictly in accordance with the procedures specified in writing by the Bank from time to time;
- 3.6.8 Calling for papers from Customers and reviewing and collating the papers produced by them pertaining to their income, employment or professional status, property, the offered security including shares, securities insurance policies, and, such other information and documents as the Bank may require;
- 3.6.9 Prominently display the Credit Facility features on the fintech platform of the Service Provider, if any, and mail and distribute Credit Facility information brochures and other material provided by the Bank;
- 3.6.10 Educate the Customer about the Credit Facility features, KYC Norms and applicable terms and conditions before generating leads;
- 3.6.11 Assisting Customers to prepare and file the final Credit Facility documentation including loan agreements, post dated cheques, security and other documents that the Bank may require.;
- 3.6.12 Attending to the Customers' Credit Facility related service requests, processing and forwarding them to the Bank and co-ordinating with the Bank for the completion of these requests and routing them back to the Customers;
- 3.6.13 Responsible for collection of EMIs for non-starter cases, viz. Customers who have not paid the first EMI itself and shall also facilitate collection of dues by Bank staff or its appointed agencies in respect of all 90+ DPD overdue Customers.
- 3.6.14 Assist the Bank in tracing any unlocated or delinquent Customer, including setting up a tele-calling team for following up for payment with delinquent or other Customers sourced by the Service Provider, as may be required by the Bank;
- 3.6.15 Ensure that any Customer facing documents provided to the Bank for processing should be self-attested by the Customer with consent;
- 3.6.16 Ensure daily tracking of all the leads passed on for processing by coordinating with the respective first point of reference in the Bank and share weekly reports.
- 3.6.17 Undertake such other duties, functions and operations as may be authorized in writing by the Bank.

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3.7 Process for Generating Leads and Acquiring Customers:

The Service Provider shall undertake the activities to acquire Customers for the purposes of offering the Credit Facility/ies and disbursement of Credit Facility/ies or other loans or credit / financial facilities by the Bank, as may be prescribed by the Bank from time to time in a separate letter or vide email.

3.8 Key Performance Standards and Deadlines²:

The Service Provider shall comply with the key performance standards and deadlines prescribed by the Bank in the manner set out below, from time to time, which shall be communicated to the Service Provider vide a separate letter or email or in any other manner deemed fit by the Bank. The Service Provider shall be liable to pay additional amounts to the Bank in the event the Service Provider fails to achieve the key performance standards:

Sr. No.	Key Performance Standard	Timelines	Penalty
1.	[e.g. Delay in delivery of full KYC, Loan Documents, etc.]	[e.g. within 15 Business Days of confirmation etc.]	[e.g. 1% of consideration / incentives]

4. SERVICE PROVIDER'S LIABILITY AND INDEMNITY

- 4.1 The Service Provider agrees and acknowledges that it shall be solely responsible and liable in the event of any complaints, grievances or any adverse feedback to the Bank from the Customers or any persons contacted by the Service Provider and/ or the Service Provider's Staff which in the sole opinion of the Bank may result in actual or potential loss of reputation to the Bank on account of any act or omission of the Service Provider or its personnel including due to incorrect, inaccurate and misleading statements, misconduct, dishonest or wrongful act of any person assigned for the performance of Services hereunder.
- 4.2 In addition to the provisions of Clause 24 of the Agreement, the Service Provider hereby further agrees that:
- 4.2.1 the Service Provider agrees to protect, indemnify and hold the Bank and its employees, harmless against any and all claims, arising out of, connected with or resulting from any breach of warranty on his/her/its part in relation to Customer details submitted to Bank or any breach of any of the terms, covenants, warranties, conditions or other provisions contained in the Agreement or any other instrument or document delivered by the Service Provider to the Bank in connection therewith or any claim, demand, allegation, action, offset, defence or counterclaim which, if true or proven, would constitute such a breach or any fraudulent acts committed by Service Provider, his/her/its employees, agents and servants.

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- 4.2.2 theService Provider shall indemnify the Bank harmless at all times and keep the Bank indemnified and save harmless against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by the Bank or required to be incurred, suffered or paid by the Bank and against all demands, actions, suits and proceedings made, filed, instituted against the Bank in connection with or arising out of or relating to the Service Provider having committed breach of the Model Code of Conduct and any other guidelines as may be prescribed by the Bank / TRAI / other telecommunications service providers, from time to time.

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SCHEDULE II - C

Business Facilitators who are Direct Selling Associates for New Vehicle Credit Facilities

5. The Parties agree that the Services to be provided by a Service Provider / Business Facilitator who is a dealer and/or a dealer who is also a direct selling associate for the purposes of acquiring customers for the Bank who wish to avail of New Vehicle Credit Facilities from the Bank shall be governed by the terms of the Agreement read together with this Schedule II-C and the other applicable Schedules of the Agreement, any additional terms that may be applicable to such a Service Provider, as may be prescribed by Applicable Law or as may be specified by the Bank from time to time as per the Bank's internal policies.

6. DEFINITIONS AND INTERPRETATION

2.3 Definitions:

In this Schedule II-C, unless there is anything repugnant to the subject or context thereof, the capitalised terms listed below shall have the following meanings:

"**Agreement**" means, for the purposes of this Schedule II-C, the agreement entered into by and between the Bank and the Service Provider dated **Refer Annexure 1** which sets out the terms and conditions in accordance with which the Service Provider shall provide its Services to the Bank, read along with its Schedules, including this Schedule II-C;

"**Customers**" mean the customers of the Bank to whom the New Vehicle Credit Facility may be offered to;

"**EMI**" means an equated monthly instalment towards interest on the New Vehicle Credit Facility and repayment of the principal amount of the New Vehicle Credit Facility;

"**Maximum Limit**" means the maximum limit / amount available for the grant of the New Vehicle Credit Facility to be granted by the Bank to the Customer;

"**New Vehicle Credit Facility**" shall mean any kind of credit facility availed by the Customer from the Bank for the purposes of purchasing the Vehicle from authorised dealers of the manufacturer of such Vehicles or from the manufacturers themselves or from Original Equipment Manufacturers or private sellers of such Vehicles;

"**Registration Certificate**"/ "**RC**" shall mean the certificate of registration of a Vehicle or a similar permit as is required to be obtained from relevant authorities including road/ regional transport officers under the law applicable to motor vehicles or transport;

"**Vehicles**" shall mean new cars or two-wheeler vehicles, tractors, commercial vehicles, commercial equipment, accessories and all associated benefits like warranties or insurance or devices or such other vehicles and associated products as may be approved by the Bank.

2.4 Interpretation:

(c) This Schedule II-C shall form an integral part of the Agreement.

(d) If there is any inconsistency between the definitions and/or terms and the conditions contained in the main body of the Agreement and this Schedule II-C, then for the matters concerning or relating to the

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New Vehicle Credit Facility and the subject matter of this Schedule II-C, the terms of this Schedule II-C shall prevail.

7. ADDITIONAL TERMS AND CONDITIONS, COVENANTS, REPRESENTATIONS, UNDERTAKINGS

The terms, conditions, covenants, representations, undertakings and obligations mentioned herein below are in addition to and not in substitution of, the terms, conditions, covenants, representations, undertakings and obligations applicable to the Service Provider as provided in the Agreement. Further, the Service Provider shall undertake and perform, apart from the general obligations, duties and functions set out in the Agreement, the specific obligations, duties and functions set out in this Schedule II-C.

3.1 Criteria For Determining the Eligibility of Customers for the New Vehicle Credit Facility

4.2.3 The Bank will establish the criteria for determining the eligibility of Customers to whom the New Vehicle Credit Facility can be offered to. The Bank will also establish the Maximum Limit for a New Vehicle Credit Facility. These criteria are subject to change without any notice. Notwithstanding that a Customer meets the basic criteria, it will not be obligatory for the Bank to offer the New Vehicle Credit Facility or to disburse a New Vehicle Credit Facility or any other loan or credit / financial facility to be granted by the Bank to the Customers or to offer any of the Bank's other products or services to the Customer. The offer of the New Vehicle Credit Facility or disbursement of a New Vehicle Credit Facility or any other loan or credit / financial facility or the offer of any of the Bank's other products or services to the Customer will be at the sole and absolute discretion of the Bank and no justification need be provided to the Service Provider for any applications for the New Vehicle Credit Facility that are declined/ rejected by the Bank.

3.2 Application and Documentation Kits

3.2.1 With respect to the offering and disbursement of a New Vehicle Credit Facility or any other loan or credit / financial facility, the processes to be followed and the application and documentation kits may differ from time to time on the basis of the method followed to source the Customer and disburse the New Vehicle Credit Facility or such other loan or credit / financial facility. The Service Provider will be supplied with relevant application and documentation kits by the Bank.

3.2.2 The Service Provider will interview the Customers, obtain completed application forms and supporting documents from Customers and send the same to the Bank. The Service Provider must ensure that in all cases, the application forms and other documents are completed by the Customers by their own hand.

3.2.3 The Bank will verify the acceptability or otherwise of each application and inform the Service Provider of its acceptance or rejection. If required, the Service Provider will, on acceptance of the application by the Bank, provide necessary assistance to the Customer for completion of the legal documents to enable the Bank to disburse the New Vehicle Credit Facility or other loan or credit / financial facility, as the case may be.

3.2.4 The Bank may propose, at a later date, that for the purpose of disbursing a New Vehicle Credit Facility or other loan or credit / financial facility, Customers should be sourced through the Bank's application programming interface(s) ("**Bank's API**"). The Bank may in this regard give a license to

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the Service Provider to use the Bank's API, subject to the Service Provider agreeing to such terms and conditions as may be prescribed by the Bank whether set out in a schedule to the Agreement or in a separate addendum, for the purposes of *inter alia* integrating certain approved applications of the Service Provider with Bank's specified systems and applications.

3.3 Verification of Customer Data

- 3.3.1 The Service Provider shall ensure that it carries out due diligence of an applicant / Customer before requiring the Bank to initiate the approval process for the New Vehicle Credit Facility. The Service Provider acknowledges that substantial costs are incurred by the Bank in the process of the New Vehicle Credit Facility approval; hence the necessity for ensuring due diligence on the part of the Service Provider. In the event the Bank incurs unnecessary costs (such as non-receipt of applications despite the approval for the New Vehicle Credit Facility for a Customer having been processed by the Bank) over the permissible limits laid down, if any, the Bank shall at its sole and absolute discretion recover the said costs from the Service Provider.
- 3.3.2 On verification of the Customer data and completion of legal documentation, the Bank will, at its sole discretion, determine the Maximum Limit for grant of the New Vehicle Credit Facility after receiving the delivery challan for the Vehicle from the Customer or other loan or credit / financial facility.

3.4 Disbursal of New Vehicle Credit Facility Amount

- 3.4.1 On disbursal of the amount by the Bank, either on cases sourced by it directly or by the Bank or by other direct selling associates of the Bank, the Service Provider shall complete the following activities:
- (a) Deliver the Vehicle to the Customer forthwith whether sourced by the Service Provider himself/herself/itself or the Bank or the Bank's other direct selling associates;
 - (b) in case of disbursal of New Vehicle Credit Facility amounts, promptly forward the funds for the purchase of the Vehicles to the manufacturer/ Original Equipment Manufacturers/ authorised dealer of the manufacturer/ private seller, as the case may be, and complete all formalities for obtaining the Vehicle from such entity;
 - (c) A copy of the Order Booking Form/Booking Receipt (written and signed acknowledgement issued by dealer against booking/full/part payment of Vehicles) duly signed by an authorised representative of the Service Provider must be sent to the Bank, within 2 (two) days of the date of booking of the Vehicle (in case of financing of book and wait cases, i.e., cases where the delivery of the Vehicle would take place at a date later in point of time);
 - (d) In case of financing of the Vehicle, on delivery of the Vehicle, obtain the Customer's signature on the delivery challan for the Bank's record, register the same with the concerned authorities within 2 (two) days but in any event prior to the delivery of the Vehicle to the Customer. This would include completion of necessary formalities under the Motor Vehicles Act, 1988, as amended from time to time. It is specifically understood between the parties hereto that the Service Provider shall not deliver the Vehicle under temporary registration from the concerned authorities. The Service Provider must ensure that the Vehicle is hypothecated to the Bank, through a lien marked in the Registration Certificate;

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- (e) Obtain insurance cover from an insurance provider, or cause the Customer to obtain the insurance cover which should only be a comprehensive insurance on such Vehicles financed by the Bank. In all such cases the Service Provider must ensure that the Bank's security interest on the insurance policy is clearly marked, including ensuring that the Bank is recorded as a first-loss payee in the insurance policy;
 - (f) Deliver to the Bank all documents evidencing delivery of the Vehicle, viz invoice, Registration Certificate and insurance certificate, all bearing endorsement of hypothecation / notation of loss-payee in favour of the Bank within the timelines specified by the Bank; and
 - (g) In the event any margin money cheque issued by the Customer gets dishonoured for whatsoever reasons, for a Vehicle to be financed/ financed by Bank, the Service Provider will be solely responsible to collect the same from the Customer.
- 3.4.2 The Service Provider shall be solely responsible and liable to submit valid invoice, insurance cover note, insurance policy and Registration Certificate for each case sourced and delivered by the Service Provider. The Service Provider agrees to maintain Customer records for all invoice, insurance cover note, insurance policy and Registration Certificate for New Vehicle Credit Facility/ies or any other loan or credit / financial facility financed by Bank.

3.5 Cancellation of Booking by Customer

- 3.5.1 In case the booking of any Vehicle is cancelled by the Customer, the Service Provider agrees to refund the Bank forthwith the amount that has been disbursed to the Service Provider by the Bank along with the margin money deposited by the Customer for the transaction. In the event of the Service Provider not refunding the amount to the Bank, the Bank will be entitled to deduct the said amount from subsequent disbursements by it to the Service Provider. In no case will the Service Provider refund any amount disbursed by the Bank to the Service Provider, directly to the Customer.

3.6 Failure of Delivery of New Vehicle Credit Facility

- 3.6.1 In case the Service Provider fails to deliver the Vehicle to the Customer within a reasonable delivery period, the Service Provider will refund to the Bank any amount that has been disbursed to it.

3.7 Acceptance of Deposits, Cheques and Cash

- 3.7.1 The primary role of the Service Provider is that of a facilitator and a catalyst and in no circumstances shall the Service Provider or the Service Provider's Staff, accept any EMIs or other payments directly from the Customer or any other person by way of / in cash (wherever applicable) or bearer cheques.
- 3.7.2 In case the Service Provider or the Service Provider's Staff is offered any cash (wherever applicable) or cheque (which should be an account payee cheque drawn on the Customer's own account) towards an EMI or otherwise, the Service Provider or the Service Provider's Staff will accept the same for immediate onward delivery to the Bank, and hand over the same to the Bank's authorised representative, at the latest before the close of business hours on the next working day.

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3.7.3 The Service Provider shall indemnify and keep the Bank save harmless and indemnified at all times from and against all losses, costs, charges, expenses, damages, suits, actions, demands, proceedings that the Bank may sustain, incur or suffer by reason of loss of such cash (wherever applicable) or cheque/s or mutilation or any misuses thereof by the Service Provider or the Service Provider's Staff, till it is handed over to the Bank's authorised representative.

3.8 Model Code of Conduct:

3.8.1 The Service Provider hereby confirms that it has read and understood the contents of the Model Code of Conduct as set out in Schedule IV of the Agreement and further agrees and undertakes that it and the Service Provider's Staff is/are obligated to follow the Model Code of Conduct and abide by it and be bound by the same while rendering the Services to the Bank.

3.8.2 The Service Provider also confirms that the contents of the Model Code of Conduct have been explained in full to all the Service Provider's Staff and any other sub-contractors / executives / tele-marketing executives working with the Service Provider. The Service Provider shall ensure that all the Service Provider's Staff and any other sub-contractors / executives / tele-marketing executives working with the Service Provider follow the Model Code of Conduct and abide by it and shall be bound by the same in relation to rendering of the Services to the Bank.

3.8.3 In case of any violation or non-adherence to the Model Code of Conduct either by the Service Provider or the Service Provider's Staff, the Bank shall be entitled to take such action against the Service Provider or the Service Provider's Staff, as the Bank may deem appropriate.

3.8.4 The Service Provider shall indemnify the Bank against any loss, financial or otherwise, arising out of any default or breach of the terms of the Model Code of Conduct either by the Service Provider or the Service Provider's Staff.

3.9 Specific Obligations, Duties and Functions:

The Service Provider shall undertake and perform, apart from the general obligations, duties and functions, the following specific obligations, operations, duties and functions:

3.9.1 Referral of existing and potential Customers to avail of the New Vehicle Credit Facility and including the New Vehicle Credit Facility in its own advertising subject to prior written approval of the Bank;

3.9.2 Make every effort to check and verify the bonafide of the Customers being referred;

3.9.3 Telecalling Customers on lists provided by the Bank or developed by the Service Provider, in accordance with the Model Code of Conduct;

3.9.4 Holding exhibitions, seminars, demonstrations, campaigns and other means of displaying the New Vehicle Credit Facility;

3.9.5 Assisting the Bank in processing and preparing the relevant documentation for the New Vehicle Credit Facility pursuant to the policies and procedures of the Bank;

3.9.6 Forwarding the papers to the Bank and to such verification agencies, lawyers, search clerks, accountants or valuers as may be appointed or designated by the Bank and following up with them to receive and review their reports or opinions till the New Vehicle Credit Facility or other loan or credit / financial facility is disbursed;

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- 3.9.7 Referral of Customers through agents, brokers and other such channels will be done strictly in accordance with the procedures specified in writing by the Bank from time to time;
- 3.9.8 Calling for papers from Customers and reviewing and collating the papers produced by them pertaining to their income, employment or professional status, property, the offered security including securities insurance policies, and such other information and documents as the Bank may require;
- 3.9.9 Prominently display the New Vehicle Credit Facility features on the fintech platform of the Service Provider, if any and mail and distribute New Vehicle Credit Facility information brochures and other material provided by the Bank;
- 3.9.10 Educate the Customer about the New Vehicle Credit Facility features, KYC Norms and applicable terms and conditions before generating leads;
- 3.9.11 Assisting Customers to prepare and file the final New Vehicle Credit Facility documentation including loan agreements, post dated cheques, security and other documents that the Bank may require;
- 3.9.12 Attending to the Customers' New Vehicle Credit Facility related service requests, processing and forwarding them to the Bank and co-ordinating with the Bank for the completion of these requests and routing them back to the Customers;
- 3.9.13 Responsible for collection of EMIs for non-starter cases, viz. Customers who have not paid the first EMI itself and shall also facilitate collection of dues by Bank staff or its appointed agencies in respect of all 90+ DPD overdue Customers;
- 3.9.14 Assist the Bank in tracing any unlocated or delinquent Customer/ Vehicle, including setting up a tele-calling team for following up for payment with delinquent or other Customers sourced by the Service Provider, as may be required by the Bank;
- 3.9.15 Ensure that any Customer facing documents provided to the Bank for processing should be self-attested by the Customer with consent;
- 3.9.16 Ensure daily tracking of all the leads passed on for processing by coordinating with the respective first point of reference in the Bank and share weekly reports;
- 3.9.17 Undertake such other duties, functions and operations as may be authorized in writing by the Bank.

3.10 Process For Generating Leads and Acquiring Customers:

The Service Provider shall undertake the activities to acquire Customers for the purposes of offering the New Vehicle Credit Facility and disbursement of New Vehicle Credit Facility/ies or other loans or credit / financial facilities by the Bank, as may be prescribed by the Bank from time to time in a separate letter or vide email.

3.11 Key Performance Standards and Deadlines³:

- 3.11.1 The Service Provider shall comply with the key performance standards and deadlines prescribed by the Bank in the manner set out below, from time to time, which shall be communicated to the Service Provider vide a separate letter or email or in any other manner deemed fit by the Bank. The Service
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Provider shall be liable to pay additional amounts to the Bank in the event the Service Provider fails to achieve the key performance standards:

Sr. No.	Key Performance Standard	Timelines	Penalty
2.	[e.g. Delay in delivery of full KYC, Loan Documents, etc.]	[e.g. within 15 Business Days of confirmation etc.]	[e.g. 1% of consideration / incentives]

3.11.2 In the event the invoice, insurance cover note, insurance policy and/or Registration Certificate are not submitted within the acceptable time lines to the Bank, the Bank has the right to hold back the Service Provider's fees, charges, consideration, commission, incentives as and when payable and / or to reverse such payments already made and to require the Service Provider to take steps for ensuring repayment of the loan amount from all such Customers where PDDs (post disbursement documents) as may be specified by the Bank from time to time, have been submitted by the Service Provider.

3.11.3 In the event, if the commission and incentives are already paid/credited to the account of the Service Provider the same will be recovered/adjusted from the future disbursements, commission and incentives payable to the Service Provider.

8. SERVICE PROVIDER'S LIABILITY AND INDEMNITY

4.1 The Service Provider agrees and acknowledges that it shall be solely responsible and liable in the event of any complaints, grievances or any adverse feedback to the Bank from the Customers or any persons contacted by the Service Provider and/ or the Service Provider's Staff which in the sole opinion of the Bank may result in actual or potential loss of reputation to the Bank on account of any act or omission of the Service Provider or its personnel including due to incorrect, inaccurate and misleading statements, misconduct, dishonest or wrongful act of any person assigned for the performance of Services hereunder.

4.2 In addition to the provisions of Clause 24 of the Agreement, the Service Provider hereby further agrees that:

(a) the Service Provider agrees to protect, indemnify and hold the Bank and its employees, harmless against any and all claims, arising out of, connected with or resulting from any breach of warranty on his/her/its part in relation to Customer details submitted to Bank or any breach of any of the terms, covenants, warranties, conditions or other provisions contained in the Agreement or any other instrument or document delivered by the Service Provider to the Bank in connection therewith or any claim, demand, allegation, action, offset, defence or counterclaim which, if true or proven, would constitute such a breach or any fraudulent acts committed by Service Provider, his/her/its employees, agents and servants.

(b) the Service Provider shall indemnify the Bank harmless at all times and keep the Bank indemnified and save harmless against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by the Bank or required to be incurred, suffered or paid by the Bank and against all demands, actions, suits and proceedings made, filed, instituted against the Bank in connection with or

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arising out of or relating to the Service Provider having committed breach of the Model Code of Conduct and any other guidelines as may be prescribed by the Bank / TRAI / other telecommunications service providers, from time to time.

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SCHEDULE II - D

Business Facilitators who are Direct Selling Associates - for Used Vehicle Credit Facilities

9. The Parties agree that the Services to be provided by a Service Provider / Business Facilitator who is a dealer and/or a dealer who is also a direct selling associate for the purposes of acquiring customers for the Bank who wish to avail of Used Vehicle Credit Facility to finance the purchase of Used Vehicles shall be governed by the terms of this Agreement read together with this Schedule II-D and the other applicable Schedules of this Agreement, any additional terms that may be applicable to such a Service Provider, as may be prescribed by Applicable Law or as may be specified by the Bank from time to time as per the Bank's internal policies.

10. DEFINITIONS AND INTERPRETATION

4.3 Definitions:

In this Schedule II-D, unless there is anything repugnant to the subject or context thereof, the capitalised terms listed below shall have the following meanings:

"**Agreement**" means, for the purposes of this Schedule II-D, the agreement entered into by and between the Bank and the Service Provider dated **Refer Annexure 1** which sets out the terms and conditions in accordance with which the Service Provider shall provide its Services to the Bank, read along with its Schedules, including this Schedule II-D;

"**Application**" shall have the meaning accorded to the term in Clause 3.2.3 of this Schedule II-D;

"**Aggregate Outstanding Amount**" shall have the meaning accorded to the term in Clause 3.4.2 of this Schedule II-D;

"**Bank Endorsement**" shall have the meaning accorded to the term in Clause 3.2.8 of this Schedule II-D;

"**Customers**" shall mean the customers of the Bank who wish to avail of a Used Vehicle Credit Facility to purchase a Vehicle;

"**EMI**" means an equated monthly instalment towards interest on the Used Vehicle Credit Facility and repayment of the principal amount of the Used Vehicle Credit Facility;

"**Financed Vehicle**" means a Vehicle which has been / will be purchased by a Customer by availing of a Used Vehicle Credit Facility;

"**Letter of Authority**" shall have the meaning accorded to the term in Clause 3.2.3 of this Schedule II-D;

"**Motor Vehicles Law**" shall have the meaning accorded to the term in Clause 3.2.8 of this Schedule II-D;

"**Overall Risk Limit**" shall have the meaning accorded to the term in Clause 3.2.11 of this Schedule II-D

"**Overall Vehicles Limit**" shall have the meaning accorded to the term in Clause 3.2.11 of this Schedule II-D

"**RC**" shall have the meaning accorded to the term in Clause 3.4.1 of this Schedule II-D;

"**RTO**" shall have the meaning accorded to the term in Clause 3.2.8 of this Schedule II-D;

"**Secured Obligations**" shall have the meaning accorded to the term in Clause 3.2.13 of this Schedule II-D;

"**Security**" shall have the meaning accorded to the term in Clause 3.2.13 of this Schedule II-D;

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"Subject Used Vehicle Credit Facility" shall have the meaning accorded to the term in Clause 3.4.3 of this Schedule II-D

"Subject Customer" shall have the meaning accorded to the term in Clause 3.4.3 of this Schedule II-D

"Subject Vehicle" shall have the meaning accorded to the term in Clause 3.4.3 of this Schedule II-D

"Transfer Formalities" shall have the meaning accorded to the term in Clause 3.4.1 of this Schedule II-D;

"Used Vehicle Credit Facility" means a credit facility to be granted by the Bank to the Customer for financing the purchase of a Vehicle by a Customer;

"Used Vehicle Credit FacilityAmount" shall have the meaning accorded to the term in Clause 3.2.6 of this Schedule II-D;

"Vehicle" shall mean used cars or two-wheeler vehicles, tractors, commercial vehicles, commercial equipment, accessories and all associated benefits like warranties or insurance or devices or such other vehicles and associated products as may be approved by the Bank;

4.4 Interpretation:

(e) This Schedule II-D shall form an integral part of this Agreement.

(f) If there is any inconsistency between the definitions and/or terms and the conditions contained in the main body of this Agreement and this Schedule II-D, then for the matters concerning or relating to the Used Vehicle Credit Facility and the subject matter of this Schedule II-D, the terms of this Schedule II-D shall prevail.

11. ADDITIONAL TERMS AND CONDITIONS, COVENANTS, REPRESENTATIONS, UNDERTAKINGS

The terms, conditions, covenants, representations, undertakings and obligations mentioned herein below are in addition to and not in substitution of, the terms, conditions, covenants, representations, undertakings and obligations applicable to the Service Provider as provided in this Agreement. Further, the Service Provider shall undertake and perform, apart from the general obligations, duties and functions set out in the Agreement, the specific obligations, duties and functions set out in this Schedule II-D.

4.5 Criteria For Determining the Eligibility of Customers For the Used Vehicle Credit Facility

4.5.1 The Bank will establish the criteria for determining the eligibility of Customers to whom a Used Vehicle Credit Facility can be offered to. These criteria are subject to change without any notice. Notwithstanding that a Customer meets the basic criteria, it will not be obligatory for the Bank to disburse a Used Vehicle Credit Facility to the Customers or to offer any of the Bank's other products or services to the Customer. The disbursement of a Used Vehicle Credit Facility or any other loan or credit / financial facility or the offer of any of the Bank's other products or services to the Customer will be at the sole and absolute discretion of the Bank.

4.5.2 The Service Provider shall ensure that the Customer who is desirous of availing of the Used Vehicle Credit Facility from the Bank should have identified the Vehicle which the Customer proposes to acquire either directly or through the Service Provider.

4.6 Application, Processes and Sanction of the Used Vehicle Credit Facility and Security:

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- 4.6.1 With respect to the offering and disbursement of a Used Vehicle Credit Facility or any other loan or credit / financial facility, the processes to be followed and the application and documentation kits may differ from time to time on the basis of the method followed to source the Customer and disburse the Used Vehicle Credit Facility or such other loan or credit / financial facility. The Service Provider will be supplied with relevant application and documentation kits.
- 4.6.2 The Service Provider will interview the Customers.
- 4.6.3 The Service Provider shall forward the application of the Customer to the Bank requesting the Bank for sanction of a Used Vehicle Credit Facility, as per the policies of the Bank ("**Application**"). The Service Provider shall also forward to the Bank along with each Application:
- (a) A proforma invoice from the registered owner / seller of the Financed Vehicle for the price to be paid in respect of the Financed Vehicle;
 - (b) A letter of authority of the Customer in favour of the Bank, authorising the Bank to make the disbursement of the Used Vehicle Credit Facility directly to the Service Provider against a valid receipt ("**Letter of Authority**");
 - (c) All the relevant papers and pre-disbursal documents as are required by the Bank (and informed to the Service Provider from time to time), which are required by the Bank to scrutinize and process the Application for the Used Vehicle Credit Facility.

Provided that it shall be the responsibility of the Service Provider to verify the correctness and genuineness of the documents / photocopies, received by it from the Customer prior to the same being submitted to the Bank.

- 4.6.4 The Service Provider must ensure that in all cases, the application forms and other documents are completed by the Customers by their own hand.
- 4.6.5 The Bank shall on receipt of the particulars, information and papers as aforesaid, scrutinize the Application and communicate in writing to the Service Provider either its acceptance or rejection of the sanction of the Used Vehicle Credit Facility to the Customer for the purchase by the Customer of the Vehicle. The Bank shall not be required to give any reasons for rejection of an Application. If required, the Service Provider will, on acceptance of the Application by the Bank, provide necessary assistance to the Customer for completion of the legal documents to enable the Bank to disburse the Used Vehicle Credit Facility.
- 4.6.6 If the Bank approves of the Application to sanction the Used Vehicle Credit Facility to the Customer, then it shall communicate to the Service Provider the amount that the Bank is willing to finance ("**Used Vehicle Credit Facility Amount**") and upon fulfilment by the Customer of the conditions precedent in that regard as may be specified by the Bank, to the satisfaction of the Bank, the Bank shall disburse the Used Vehicle Credit Facility Amount to the Service Provider towards the sale price of the Financed Vehicle for the Service Provider to pay it onward to the registered owner of the Financed Vehicle. Such payment of the Used Vehicle Credit Facility Amount by the Bank to the Service Provider shall be pursuant to the Letter of Authority.
- 4.6.7 The Service Provider agrees, undertakes and confirms that he / it shall forthwith make the payment of the Used Vehicle Credit Facility Amount disbursed to the Service Provider by the Bank, to the registered owner / seller of the Financed Vehicle in discharge of the sale price / part sale consideration of the Financed Vehicle.
- 4.6.8 The Service Provider shall ensure that the Customer signs the necessary Used Vehicle Credit Facility agreement and other related documents with the Bank as may be required by the Bank in respect of the Used Vehicle Credit Facility and simultaneously therewith, the Service Provider shall submit to the

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concerned authority under the Motor Vehicle Act, 1988 and the Rules thereunder (together, the "**Motor Vehicles Law**"), including the Regional Transport Officer ("**RTO**"), the duly and fully completed and executed relevant forms required under the Motor Vehicles Law for transferring / recording the transfer of the Financed Vehicle from the registered owner to / in favour of the Customer as also for the specific endorsement thereon of the hypothecation over the Financed Vehicle in favour of the Bank for the purpose of securing the Used Vehicle Credit Facility so granted by the Bank to the Customer ("**Bank Endorsement**").

- 4.6.9 The Service Provider agrees, confirms and undertakes that such submitting of forms for transferring / recording of transfer and for the Bank Endorsement shall be done by the Service Provider without fail and immediately upon receipt of the Used Vehicle Credit Facility Amount by it from the Bank.
- 4.6.10 It shall be the sole responsibility of the Service Provider to obtain all papers, documents as are required for the Used Vehicle Credit Facility, Bank Endorsement and/or transfer of the Financed Vehicle in favour of the Customer, as per the norms and timelines stipulated by the Bank from time to time.
- 4.6.11 Notwithstanding anything contained hereinabove, the Service Provider agrees that there shall be an upper limit for the Bank's exposure in terms of the Used Vehicle Credit Facility/ies to be sanctioned by the Bank to Customers referred by the Service Provider in accordance with this Agreement, in such a way and to the effect that at any given point of time: (i) the aggregate of the principal amount of the Used Vehicle Credit Facility/ies disbursed to Customers, shall not exceed an amount referred to as the Overall Risk Limit and set out in **Schedule A** hereto ("**Overall Risk Limit**"). And (ii) the total number of Financed Vehicles under this Agreement shall not exceed such number of vehicles set out in **Schedule A** hereto as Overall Vehicles Limit ("**Overall Vehicles Limit**").

Provided that the Overall Risk Limit shall operate as a revolving limit and shall be reinstated from time to time in the following events: (i) in the event of repayment or prepayment of the Used Vehicle Credit Facility by a Customer, to the extent of the aggregate principal amount disbursed to such Customer; and (ii) in the event of the completion of the Transfer Formalities in favour of the Bank in respect of a Financed Vehicle in the manner described in Clauses 3.4.1 and 3.4.2 of this Schedule II-D and production by the Customer of documentary evidence thereof to the satisfaction of the Bank, to the extent of the aggregate principal amount disbursed to such Customer in respect of the Financed Vehicle.

Provided further that the Overall Vehicles Limit shall also operate as a revolving limit and shall be reinstated from time to time in the following events: (i) in the event of repayment or prepayment in full of the Used Vehicle Credit Facility by a Customer, to the extent of the number of Financed Vehicles thereunder; and (ii) in the event of the completion of the Transfer Formalities in favour of the Bank in respect of a Financed Vehicle in the manner described in Clauses 3.4.1 and 3.4.2 of this Schedule II-D and production by the Customer of documentary evidence thereof to the satisfaction of the Bank, to the extent of the number of such Financed Vehicles.

The Bank will review the above limits at the end of every period of 6 (six) months based on which the limits may be extended, increased or decreased. In case the Bank reduces the limits, the Service Provider will replenish / repay the excess utilized limits with dues in respect thereof within the time that may be given by the Bank in this regard.

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- 4.6.12 The Bank may propose, at a later date, that for the purpose of disbursing a Used Vehicle Credit Facility or other loan or credit / financial facility, Customers should be sourced through the Bank's application programming interface(s) ("**Bank's API**"). The Bank may in this regard give a license to the Service Provider to use the Bank's API, subject to the Service Provider agreeing to such terms and conditions as may be prescribed by the Bank whether set out in a schedule to this Agreement or in a separate addendum, for the purposes of *inter alia* integrating certain approved applications of the Service Provider with Bank's specified systems and applications.
- 4.6.13 Security: For the purpose of securing all obligations and liabilities to the Bank under this Agreement, including arising out of the Clauses 3.4.2 and 3.4.3 of this Schedule II-D ("**Secured Obligations**"), the Service Provider shall furnish and at all times maintain in place until discharge and payment in full to the complete satisfaction of the Bank of all the Security Obligations, such security in the form and substance as acceptable to the Bank in its sole discretion ("**Security**"). The Bank may in its sole discretion, require that the Security so created shall be adequate so as to cover either the full Overall Risk Limit or the Aggregate Outstanding Amounts from time to time. The Bank shall determine the adequacy of the value of the Security from time to time.

At any time, if the value of the Security falls below the required percentage quoted by the Bank upon the Bank's periodic assessment of the value of the Security, the Bank may at its discretion provide notice to the Service Provider to provide such additional security and in such form as the Bank may specify, and the Service Provider hereby irrevocably and unconditionally undertakes to furnish and maintain such additional security(ies) as and when required by the Bank within 2 (two) business days of receipt of each notice or such other times as may be stipulated by the Bank in this regard. Any failure on the part of the Service Provider to furnish and maintain such additional security(ies) within 2 (two) business days of receipt of each notice or such other times as may be stipulated by the Bank in this regard, shall entitle the Bank to take such actions as set out under Clause 3.4.3 of this Schedule II-D.

Notwithstanding anything contained in this Agreement, the Security shall not be discharged by immediate payment by the Service Provider or by the Customer or any settlement of accounts by the Service Provider or Customer and shall be available to the Bank till all the Secured Obligations are discharged and/or paid in full by the Service Provider to the Bank.

4.7 Verification of Customer Data

- 4.7.1 The Service Provider shall ensure that it carries out due diligence of an applicant / Customer before requiring the Bank to initiate the approval process for the grant of the Used Vehicle Credit Facility. The Service Provider acknowledges that substantial costs are incurred by the Bank in the process of the Used Vehicle Credit Facility approval; hence the necessity for ensuring due diligence on the part of the Service Provider. In the event the Bank incurs unnecessary costs (such as non-receipt of applications despite the approval for the Used Vehicle Credit Facility for a Customer having been processed by the Bank) over the permissible limits laid down, if any, the Bank shall at its sole and absolute discretion recover the said costs from the Service Provider.

4.8 Post Disbursal of the Used Credit Facility Amount Processes To Be Followed:

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- 4.8.1 The Service Provider undertakes and agrees to complete and fulfil all the formalities relating to the transfer of the Financed Vehicle in favour of the Customer and the Bank Endorsement in the registration certificate issued by the RTO under the Motor Vehicles Law ("RC") as per Clauses 3.2.8, 3.2.9 and 3.2.10 of this Schedule II-D (collectively "**Transfer Formalities**") within 45 (forty five) days of disbursement of the Used Vehicle Credit Facility to the Customer, to the complete satisfaction of the Bank, failing which the Bank at its sole discretion shall be entitled to refuse and stop the grant of any further Used Vehicle Credit Facilities under this Agreement.
- 4.8.2 Upon the completion of the Transfer Formalities of the Financed Vehicle in favour of the Customer with the Bank Endorsement duly recorded in the RCs, the Service Provider shall furnish a certified true copy of such RC book to the Bank as documentary evidence of the registration having been duly completed as required, and in no event later than 45 (forty-five) days from the date of sanction of the respective Used Vehicle Credit Facilities. It is expressly agreed that the Service Provider shall be deemed to be the principal debtor to the Bank for the entire amounts outstanding from all Customers for whom the Transfer Formalities, whether within or outside the said 45 (forty-five) days, are pending, to the Bank (all such amounts including the interest and other monies due in respect of the Used Vehicle Credit Facility in respect of such Customers are hereinafter referred to as ("**Aggregate Outstanding Amount**"). Without prejudice to the Bank's other rights in this regard, in case the Service Provider is not able to complete the Transfer Formalities and submit proof thereof to the Bank within 45 (forty-five) days of the sanction of the particular Used Vehicle Credit Facility to the Customer and/or is not able to complete the sale of the Financed Vehicle within the prescribed time limit given by the Bank, the Service Provider shall be liable to repay the full Used Vehicle Credit Facility Amount under question together with interest @ 12% (twelve percent) per annum from the date of disbursement of the Used Vehicle Credit Facility in respect thereof.
- 4.8.3 It is agreed between the Service Provider and the Bank that the time period for completion of the Transfer Formalities including the Bank Endorsement and for furnishing documentary proof thereof to the Bank to the satisfaction of the Bank shall be up to 45 (forty-five) days from the date of sanction of the respective Used Vehicle Credit Facility and in case for any reason whatsoever, at the expiry of the stipulated 45 (forty-five) days in case of a Used Vehicle Credit Facility ("**Subject Used Vehicle Credit Facility**") in respect of a Customer ("**Subject Customer**"), the Transfer Formalities including the Bank Endorsement in respect of the concerned Financed Vehicle ("**Subject Vehicle**") are not effected and proof thereof is not furnished to the Bank to the satisfaction of the Bank, then and in such event all the amounts outstanding in respect of the Subject Credit Facility from the Customer to the Bank shall become forthwith due and payable by the Service Provider to the Bank and the Service Provider shall forthwith and in no event later than 3 (three) days from the expiry of 45 (forty-five) days, refund and pay to the Bank the said amounts in full. The Bank may however, in its sole and absolute discretion, as an alternative, accept from the Service Provider an equal amount in fixed deposit placed with the Bank, with a lien marked in favour of the Bank thereon, till the completion of the Transfer Formalities including the Bank Endorsement, in respect of the Subject Vehicle. Provided that, in the event of non-compliance by the Service Provider with any of the aforesaid provisions, the Bank shall have the right to accelerate the Aggregate Outstanding Amount or any part thereof and declare that the Aggregate Outstanding Amount or any part thereof has become forthwith due and payable by the Service Provider to the Bank.

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The amounts for which the Service Provider is indebted to the Bank in terms of Clauses 3.4.2 and/or 3.4.3 of this Schedule II-D, shall be treated as a 'debt' for the purposes of applicable law, including under the Recover of Debts Due to Bank and Financial Institutions Act, 1993 and the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Service Provider waiver and objection it may have in this regard. When any amounts have become due and payable by the Service Provider to the Bank as aforesaid, or have been declared by the Bank as due and payable to it by the Service Provider as aforesaid, the Service Provider shall be liable to pay to the Bank such amounts forthwith upon the same becoming or being declared by the Bank to be, due and payable, without any demur, protest or dispute, failing which the Bank shall be entitled to proceed against the Service Provider as the Bank's principal debtor, for recovery of such amounts as debt and for enforcement of any security therefor, by exercising all or any rights and remedies available to the Bank under contract and/or law.

4.9 Cancellation of Booking By Customer

- 3.5.1 In case the booking of any Financed Vehicle is cancelled by the Customer, the Service Provider agrees to refund the Bank forthwith the amount that has been disbursed to the Service Provider by the Bank along with margin money deposited by the Customer for the transaction. In the event of the Service Provider not refunding the amount to the Bank, the Bank will be entitled to deduct the said amount from subsequent disbursements by it to the Service Provider. In no case will the Service Provider refund any amount disbursed by the Bank to the Service Provider, directly to the Customer.

4.10 Failure of Delivery of Financed Vehicle

- 4.10.1 In case the Service Provider fails to deliver the Financed Vehicle to the Customer within a reasonable delivery period, the Service Provider will refund to the Bank any amount that has been disbursed to it.

4.11 Acceptance of Deposits, Cheques and Cash

- 4.11.1 The primary role of the Service Provider is that of a facilitator and a catalyst and in no circumstances shall the Service Provider or the Service Provider's Staff, accept any EMIs or other payments directly from the Customer or any other person by way of / in cash (wherever applicable) or bearer cheques.
- 4.11.2 In case the Service Provider or the Service Provider's Staff is offered any cash (wherever applicable) or cheque (which should be an account payee cheque drawn on the Customer's own account) towards an EMI or otherwise, the Service Provider or the Service Provider's Staff will accept the same for immediate onward delivery to the Bank, and hand over the same to the Bank's authorised representative, at the latest before the close of business hours on the next working day.
- 4.11.3 The Service Provider shall indemnify and keep the Bank save harmless and indemnified at all times from and against all losses, costs, charges, expenses, damages, suits, actions, demands, proceedings that the Bank may sustain, incur or suffer by reason of loss of such cash (wherever applicable) or cheque/s or mutilation or any misuses thereof by the Service Provider or the Service Provider's Staff, till it is handed over to the Bank's authorised representative.

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4.12 Model Code of Conduct

- 4.12.1 The Service Provider hereby confirms that it has read and understood the contents of the Model Code of Conduct as set out in Schedule IV of this Agreement and further agrees and undertakes that it and the Service Provider's Staff is/are obligated to follow the Model Code of Conduct and abide by it and be bound by the same while rendering the Services to the Bank.
- 4.12.2 The Service Provider also confirms that the contents of the Model Code of Conduct have been explained in full to all the Service Provider's Staff and any other sub-contractors / executives / tele-marketing executives working with the Service Provider. The Service Provider shall ensure that all the Service Provider's Staff and any other sub-contractors / executives / tele-marketing executives working with the Service Provider follow the Model Code of Conduct and abide by it and shall be bound by the same in relation to rendering of the Services to the Bank.
- 4.12.3 In case of any violation or non-adherence to the Model Code of Conduct either by the Service Provider or the Service Provider's Staff, the Bank shall be entitled to take such action against the Service Provider or the Service Provider's Staff, as the Bank may deem appropriate.
- 4.12.4 The Service Provider shall indemnify the Bank against any loss, financial or otherwise, arising out of any default or breach of the terms of the Model Code of Conduct either by the Service Provider or the Service Provider's Staff.

4.13 Specific Obligations, Duties and Functions

- 4.13.1 The Service Provider shall undertake and perform, apart from the general obligations, duties and functions, the following specific obligations, operations, duties and functions:
1. Referral of existing and potential Customers to avail of the Used Vehicle Credit Facility and including the Used Vehicle Credit Facility product in its own advertising subject to prior written approval of the Bank;
 2. Make every effort to check and verify the bonafide of the Customers being referred;
 3. Telecalling Customers on lists provided by the Bank or developed by the Service Provider, in accordance with the Model Code of Conduct;
 4. Holding exhibitions, seminars, demonstrations, campaigns and other means of displaying information regarding the Used Vehicle Credit Facility;
 5. Assisting the Bank to process and prepare the relevant documentation for the Used Vehicle Credit Facility pursuant to the policies and procedures of the Bank;
 6. Forwarding the papers to the Bank and to such verification agencies, lawyers, search clerks, accountants or valuers as may be appointed or designated by the Bank and following up with them to receive and review their reports or opinions till the Used Vehicle Credit Facility or other loan or credit / financial facility is disbursed;
 7. Obtain insurance cover or cause the Customer to obtain the insurance cover from a reputed insurance provider, which should only be a comprehensive insurance on such Vehicles financed by the Bank. In all such cases the Service Provider must ensure that the Bank's interest on the insurance policy is clearly marked, including ensuring that the Bank is recorded as a first-loss payee in the insurance policy.

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8. Referral of Customers through agents, brokers and other such channels will be done strictly in accordance with the procedures specified in writing by the Bank from time to time;
 9. Calling for papers from Customers and reviewing and collating the papers produced by them pertaining to their income, employment or professional status, property, the offered security including securities insurance policies, and such other information and documents as the Bank may require;
 10. Prominently display the Used Vehicle Credit Facility features on the fintech platform of the Service Provider, if any and mail and distribute the Used Vehicle Credit Facility product information brochures and other material provided by the Bank;
 11. Educate the Customer about the Used Vehicle Credit Facility product features, KYC Norms and applicable terms and conditions before generating leads;
 12. Assisting Customers to prepare and file the final Used Vehicle Credit Facility documentation including loan agreements, post dated cheques, security and other documents that the Bank may require;
 13. Attending to the Customers' Used Vehicle Credit Facility related service requests, processing and forwarding them to the Bank and co-ordinating with the Bank for the completion of these requests and routing them back to the Customers;
 14. Responsible for collection of EMIs for non-starter cases, viz. Customers who have not paid the first EMI itself and shall also facilitate collection of dues by Bank staff or its appointed agencies in respect of all 90+ DPD overdue Customers.
 15. Set up a tele-calling team for following up for payment with delinquent or other Customers sourced by the Service Provider, as may be required by the Bank;
 16. Ensure that any Customer facing documents provided to the Bank for processing should be self-attested by the Customer with consent;
 17. Ensure daily tracking of all the leads passed on for processing by coordinating with the respective first point of reference in the Bank and share weekly reports.
 18. Undertake such other duties, functions and operations as may be authorized in writing by the Bank.
- 4.13.2 The Service Provider agrees and acknowledges that the Bank has granted this credit limit to the Service Provider on the basis of specified parameters more particularly described in this Agreement and in this Schedule II-D and as may be stipulated by the Bank from time to time and on the basis of the covenants and the representations made by the Service Provider as herein contained, including that the Transfer Formalities in favour of the Customer shall get completed within 45 (forty-five) days of sanction of the respective Used Vehicle Credit Facility to the Customer.

4.14 Process for Generating Leads and Acquiring Customers:

The Service Provider shall undertake the activities to acquire Customers for the purposes of offering the Used Vehicle Credit Facility and disbursement of Used Vehicle Credit Facility/ies or other loans or credit / financial facilities by the Bank, as may be prescribed by the Bank from time to time in a separate letter or vide email.

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4.15 Key Performance Standards and Deadlines⁴:

4.15.1 The Service Provider shall comply with the key performance standards and deadlines prescribed by the Bank in the manner set out below, from time to time, which shall be communicated to the Service Provider vide a separate letter or email or in any other manner deemed fit by the Bank. The Service Provider shall be liable to pay additional amounts to the Bank in the event the Service Provider fails to achieve the key performance standards:

Sr. No.	Key Performance Standard	Timeline	Penalty
3.	[e.g. Delay in delivery of full KYC, Used Vehicle Credit Facility Documents, etc.]	[e.g. within 15 Business Days of confirmation etc.]	[e.g.1% of consideration / incentives]

4.15.2 In the event the invoice, insurance cover note, insurance policy and/or Registration Certificate are not submitted within the acceptable time lines to the Bank, the Bank has the right to hold back the Service Provider's fees, charges, consideration, commission, incentives as and when payable and / or to reverse such payments already made and to require the Service Provider to take steps for ensuring repayment of the loan amount from all such Customers where PDDs (post disbursement documents) as may be specified by the Bank from time to time, have been submitted by the Service Provider.

4.15.3 In the event, if the commission and incentives are already paid/credited to the account of the Service Provider the same will be recovered/adjusted from the future disbursements, commission and incentives payable to the Service Provider.

12. SERVICE PROVIDER'S LIABILITY AND INDEMNITY

5.1 The Service Provider agrees and acknowledges that it shall be solely responsible and liable in the event of any complaints, grievances or any adverse feedback to the Bank from the Customers or any persons contacted by the Service Provider and/ or the Service Provider's Staff which in the sole opinion of the Bank may result in actual or potential loss of reputation to the Bank on account of any act or omission of the Service Provider or its personnel including due to incorrect, inaccurate and misleading statements, misconduct, dishonest or wrongful act of any person assigned for the performance of Services hereunder.

5.2 In addition to the provisions of Clause 24 of this Agreement, the Service Provider hereby further agrees that:
(c) the Service Provider agrees to protect, indemnify and hold the Bank and its employees, harmless against any and all claims, arising out of, connected with or resulting from any breach of warranty on his/her/its part in relation to Customer details submitted to Bank or any breach of any of the terms,

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covenants, warranties, conditions or other provisions contained in this Agreement or any other instrument or document delivered by the Service Provider to the Bank in connection therewith or any claim, demand, allegation, action, offset, defence or counterclaim which, if true or proven, would constitute such a breach or any fraudulent acts committed by Service Provider, his/her/its employees, agents and servants.

- (d) theService Provider shall indemnify the Bank harmless at all times and keep the Bank indemnified and save harmless against any and all claims, losses, damages, costs, liabilities and expenses incurred, suffered or paid by the Bank or required to be incurred, suffered or paid by the Bank and against all demands, actions, suits and proceedings made, filed, instituted against the Bank in connection with or arising out of or relating to the Service Provider having committed breach of the Model Code of Conduct and any other guidelines as may be prescribed by the Bank / TRAI / other telecommunications service providers, from time to time.

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SCHEDULE A

Overall Risk Limit	
Overall Vehicles Limit	

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SCHEDULE III

CODE OF CONDUCT FOR THE BF AND THE BF'S STAFF DEPLOYED AT THE BANK PREMISES

CONDITIONS APPLICABLE TO THE BF AND ITS PERSONNEL:

- (a) Adequate number of BF's Staff necessary for performance of the BF's obligations under this Agreement shall be provided at the Bank premises (if so required by the Bank) by the BF at the BF's sole cost and expense.
- (b) The BF's Staff shall observe and comply with all instructions given by or on behalf of the Bank's management and with the Bank's rules and regulations then in force.
- (c) The BF's Staff shall maintain acceptable standards of dress and appearance during the working hours of the Bank.
- (d) The BF's Staff shall not eavesdrop while providing their services at the Bank premises or in public places with the Bank's information in physical or electronic form.
- (e) The BF's Staff shall not handle or discuss Confidential Information at public places.
- (f) The BF shall not damage or allow BF's Staff to damage the area allotted to the BF by the Bank. The BF agrees to fully indemnify the Bank against any and all such loss and/or damage in accordance with the terms of the BF Agreement executed by the BF with the Bank.
- (g) On being instructed by the Bank, the BF shall immediately remove any person (belonging to the BF's Staff) from the Bank's premises and upon such removal, the BF shall ensure that such person's access to the Bank's facilities, networks, environments and Confidential Information is terminated and all associated accounts removed immediately in accordance with the terms of the BF Agreement executed by the BF with the Bank.
- (h) At all times the BF's Staff must be wearing the ID Card supplied to them by the BF, and they will be allowed entry into the premises of the Bank only on production of the same.
- (i) In event of breach of any rule/misconduct by the BF's Staff, the Bank shall have the right to initiate remedial action against such individual, and in case of theft or fraud, recover the same from the BF.
- (j) Exits and replacements should be looked after by the BF and should be achieved within a timeline of 24 hours. Exigencies of long leave should also be looked after by the BF with an approved replacement.

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SCHEDULE IV

Telemarketing

1. Applicability

This Schedule IV will apply to all persons involved in marketing and distribution of any Product of the Bank. The BF and the BF's Staff must agree to abide by this Schedule IV prior to undertaking any direct marketing operation on behalf of the Bank. The BF and/or any of the BF's Staff, found to be violating this Annexure IV may be blacklisted and such action taken be reported to the Bank from time to time by the BF. Failure to comply with this requirement may result in permanent termination of business of the BF with the Bank.

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

A prospect is to be contacted for sourcing a Product or a Bank related product only under the following circumstances:

When the prospect has expressed a desire to acquire a Product through the Bank's Internet site/call centre/Branch or through the Relationship Manager 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 no/ address is available and has been taken from one of the lists/directories/databases approved by the BF or a team leader, after taking his/ her consent and DNC registry de-dupe done.

- The BF shall ensure that the BF Staff should not call a person whose name/number is flagged in "Do not Call" Registry of the bank.

3. Bank's guidelines on commercial telemarketing (including on do not call and unsolicited calls)

- 3.1 The BF shall register itself and to the extent applicable, the BF's Staff as a Telemarketer with Telecom Regulatory Authority of India (TRAI) or the applicable telecommunications BFs. In confirmation, BF shall furnish to the Bank a self-attested valid certificate of 'Registration as Telemarketer' issued by TRAI or the respective telecommunications BFs periodically and ensure that the registration is renewed and in force during the currency of this Agreement.
- 3.2 In case of rendering telemarketing for the Bank, the BF shall ensure to comply with the Do Not Call Number (DNCN) norms.,
- 3.3 The BF shall be solely responsible and absolutely liable at all times for any consequences arising due to telephone calls made or personal visits made to a DNCN /prospect by the BF or the BF's Staff or otherwise

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for any reason whatsoever and that the BF does hereby irrevocably and unconditionally indemnify the Bank and shall keep the Bank indemnified, hold the Bank saved and harmless at all times from and against any loss, cost, damages, arising on account of loss of reputation to the Bank, expenses or otherwise arising by reason of calling to DNCN, or visit to a prospective customer appearing in the DNCN list, including but not limited to any claims or demands or suits or proceeding whatsoever whether lodged, instituted or filed against the Bank and the BF shall keep defended the Bank at all times and shall bear and pay or to reimburse the Bank all and or any loss, legal cost, charges, expenses or other monies whatsoever incurred or suffered or put to the Bank in connection thereof.

- 3.4 The BF confirms that it is and the BF's Staff are, aware about and shall mandatorily comply with the telemarketing guidelines laid down by TRAI, the other applicable telecommunications BFs and the Bank, as may be amended from time to time, and further confirms that, no calls shall be made on behalf of the Bank from their personal or non-registered telephelines.
- 3.5 The BF hereby confirms that it shall scrub the telemarketing data against the Bank's NDNC list and against the TRAI's and the other applicable telecommunications BFs' NDNC list before telemarketing. Further, the BF is aware that validity of the scrubbed data is for a maximum period of 3 days (for detailed guidelines they shall visit www.nccptrai.gov.in).

4. When you may contact a prospect on telephone

Telephonic contact must normally be limited between 0930 Hrs and 1900 Hrs. However, it may be ensured 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 under the following conditions:

- When the prospect has expressly authorized the BF or the BF's Staff to do so either in writing
- Or orally

5. Prospect Customer Handling

The BF and the BF's Staff should respect a prospect's privacy. The prospect's interest may normally be discussed only with the prospect and any other individual/family member such as the prospect's accountant/secretary /spouse, as authorized by the prospect.

5.1 Leaving messages and contacting persons other than the prospect.

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

"Please leave a message that XXXXX (Name of officer) representing HDFC BANK called and requested to call back at ZZZZZZ

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(phone number)".

As a general rule, the message must indicate that the purpose of the call is regarding selling or distributing a Product of the Bank.

6. No misleading statements/misrepresentations permitted

The BF and the BF's Staff should not -

- i) Mislead the prospect on any service / Product offered;
- ii) Mislead the prospect about their business or organization's name, or falsely represent themselves;
- iii) Make any false / unauthorised commitment on behalf of the Bank for any facility/service.

7. Telemarketing Etiquettes

PRE-CALL

- No calls prior to 0930 Hrs or post 1900 Hrs unless specifically requested.
- No serial dialling.
- No calling on lists unless list is cleared by a team leader.

DURING CALL

- Identify yourself, your company and your principal.
- Request permission to proceed.
- If denied permission, apologize and politely disconnect.
- State reason for your call.
- Always offer to call back on landline, if call is made to a cell number.
- Never interrupt or argue.
- To the extent possible, talk in the language which is most comfortable to the prospect.
- Keep the conversation limited to business matters.
- Check for understanding of "Most Important Terms and Conditions" by the prospective customer if he plans to

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buy the product.

- Reconfirm next call or next visit details.
- Provide your telephone no, your supervisor's name or your bank officer contact details if asked for by the customer.
- Thank the customer for his/her time.

POST-CALL

- Customers who have expressed their lack of interest for the offering should not be called for the next 3 months with the same offer.
- Provide feedback to the bank on customers who have expressed their desire to be flagged "Do Not Disturb".
- Never call or entertain calls from customers regarding Products already sold. Advise them to contact the Customer Service Staff of the bank.

8. Gifts or bribes

The BF and the BF's Staff must not accept gifts from prospects or bribes of any kind. Any The BF or the BF's Staff offered a bribe or payment of any kind by a customer must report the offer to his/her management.

9. Precautions to be taken on visits/ contacts

The BF and the BF's Staff should:

- i) Respect personal space – maintain adequate distance from the prospect.
- ii) Not enter the prospect's residence/office against his/her wishes.
- iii) Not visit in large numbers – i.e. not more than one DSE and one supervisor, if required.
- iv) Respect the prospect's privacy.
- v) If the prospect is not present and only family members/office persons are present at the time of the visit, he/she should end the visit with a request for the prospect to call back.
- vi) Provide his/her telephone number, supervisor's name or the concerned bank officer's contact details, if asked for by the customer.
- vii) Limit discussions with the prospect to the business – Maintain a professional distance.

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10. Handling of letters & other communication

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

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SCHEDULE V

OBLIGATIONS OF THE BF WITH RESPECT TO PROCESSING OF PERSONAL DATA

1. PROCESSING OF PERSONAL DATA

- 1.1 The BF undertakes to only process Personal Data in accordance with this Agreement and/or any other documented instructions communicated from time to time by the Bank to the BF in writing. The Bank's initial instructions to the BF regarding the subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data and categories of Data subjects are set forth in this Agreement and in **Annexure 2** hereto. If the services are altered during the term of the Agreement and such altered services involve new or amended processing of Personal Data, or if the Bank's instructions are otherwise changed or updated, the parties shall ensure that **Annexure 2** is updated as appropriate before or at the latest in connection with the commencement of such processing or change.
- 1.2 When processing Personal Data under this Agreement, the BF shall comply with any and all instructions by the Bank, the Data Protection Laws and applicable recommendations by competent Data Protection Authorities or other competent authorities and shall keep itself updated on and comply with any changes in such legislation and/or recommendations. The BF shall accept to make any changes and amendments to this Agreement that are required under Data Protection Laws.
- 1.3 The BF shall assist the Bank in fulfilling its legal obligations under Data Protection Laws regarding the processing of their Personal Data. The BF shall not carry out any act, or omit any act, that would cause the Bank to be in breach of Data Protection Laws.
- 1.4 The BF shall immediately inform the Bank if the BF does not have sufficient instructions for how to process Personal Data in a particular situation or if instructions provided under this Agreement, in the BF's reasonable opinion, violates Data Protection Laws.
- 1.5 If Data subjects, competent authorities or any other third parties request information from the BF regarding the processing of Personal Data covered by this Agreement, the BF shall refer such request to the Bank and shall not disclose any such information to the said third parties without the prior permission of the Bank. The BF may not in any way act on behalf of or as a representative of the Bank and may not, without prior instructions from the Bank, transfer or in any other way disclose Personal Data or any other information relating to the processing of Personal Data to any third party. In the event the BF, according to applicable laws and regulations, is required to disclose Personal Data that the BF processes on behalf of the Bank, the BF shall be obliged to inform the Bank thereof immediately and shall request confidentiality in conjunction with the disclosure of requested information.

2. OBLIGATIONS OF THE BF WITH RESPECT TO PERSONAL DATA

- 2.1 The BF shall ensure compliance with the requirements of all Data Protection Laws in respect of the processing to be carried out by the BF on behalf of the Bank.

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- 2.2 The BF shall implement measures to assist the Bank in complying with the rights of the Datasubject(s) under each of the Data Protection Laws.
- 2.3 The BF shall at any time, upon the request of the Bank, whether or not the right has been exercised by the Data subject in favour of the BF or the Bank, assist the Bank by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Bank's obligation to respond to requests for exercising the Data subject's rights, including right of rectification, right to erasure/ right to be forgotten, right to restrict processing of Personal Data, notifying third parties regarding rectification, erasure or restriction, right of Data portability, right to object to processing, right to object to processing for the purposes of direct marketing or any other rights that the Data subject may exercise under any of the Data Protection Laws. The BF and where applicable, its representatives, shall cooperate at all times, with the Bank and the Data Protection Authorities under any Data Protection Laws in the performance of its tasks or otherwise.
- 2.4 The BF shall at any time, upon the request of the Bank and/or the Data subject, provide to the Bank and/or to the Data subject, as specified by the Bank, access to any or all of the following information:
- (i) right to a copy of the Personal Data being processed by the BF;
 - (ii) confirmation of whether, and where, the Bank/ BF is processing their Personal Data;
 - (iii) information about the purposes of the processing;
 - (iv) information about the categories of Data being processed;
 - (v) information about the categories of recipients with whom the Data may be shared;
 - (vi) information about the period for which the Data will be stored (or the criteria used to determine that period);
 - (vii) information about the existence of the rights to erasure, to rectification, to restriction of processing and to object to processing;
 - (viii) where the Data was not collected from the Data subject, information as to the source of the Data; and
 - (ix) information about the existence of, and an explanation of the logic involved in, any automated processing that has a significant effect on Data subjects.
- 2.5 The BF shall take steps to ensure that any natural person acting under the authority of the BF who has access to Personal Data does not process them except on instructions from the Bank, unless he or she is required to do so by law.
- 2.6 The BF hereby agrees to implement appropriate technical and organisational measures for ensuring

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that, by default, only Personal Data which are necessary for each specific purpose of the processing are processed. The said obligation applies to the amount of Personal Data collected, the extent of their processing, the period of their storage and their accessibility.

- 2.7 Subject to the obligations of the BF under Clause 0 below, the BF hereby agrees to:
- (i) store the Personal Data for such time period as required by the Bank in writing or for such time period as may be required pursuant to Data Protection Laws.
 - (ii) keep records of all categories of Data the BF and each Sub-Processor processes on behalf of the Bank, in writing (including in electronic form or in such other form as may be prescribed by the Bank to the BF) and shall contain each of the following:
 - (a) the name and contact details of the BF and of the Bank on behalf of which the BF is acting, and, where applicable, of the Bank's or the BF's representative, and the Data protection officer, as the case may be;
 - (b) the purposes of the processing;
 - (c) a description of the categories of Data subjects and of the categories of Personal Data with regard to which processing is being carried out on behalf of the Bank;
 - (d) information regarding any cross-border Data transfer as may be required to be maintained under Data Protection Laws and as per the instruction of the Bank;
 - (e) envisaged time limits for erasure of the different categories of Data; and
 - (f) a general description of the technical and organisational security measures undertaken by the BF.

The above records shall be stored in a form to provide to the Bank or the relevant Data Protection Authorities, if requested.

- 2.8 If required pursuant to either the Data Protection Laws or if so specified by the Bank, the BF shall designate in writing a representative in the any such place as may be required either by the Data Protection Laws and/ or by the Bank.
- 2.9 The BF hereby agrees to adhere to an approved code of conduct or an approved certification mechanism, at the discretion of the Bank, which may be used as an element to demonstrate compliance by the BF with the obligations of the Bank.
- 2.10 The BF shall transfer the Personal Data to a third country or an international organisation only with the prior written permission of the Bank.

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2.11 The BF shall respect the conditions as may be specified from time to time by the Bank and by the Data Protection Laws, for engaging another BF.

2.12 The BF shall consult the Bank and/or the Data Protection Authorities under the Data Protection Laws prior to processing where a Data protection impact assessment undertaken pursuant to this Agreement, indicates that the processing would result in a high risk in the absence of measures taken by the BF to mitigate the risk.

3. DATA PROTECTION OFFICER

3.1 The BF shall designate a Data protection officer, if applicable, under the respective Data Protection Laws and/or and if so required by the Bank.

3.2 The BF shall ensure that the Data protection officer is involved, properly and in a timely manner, in all issues which relate to the protection of Personal Data.

3.3 The BF shall support the Data protection officer of the BF as well the Data protection officer that may be appointed by the Bank, in performing the tasks referred to by providing resources necessary to carry out those tasks and access to Personal Data and processing operations, and to maintain his or her expert knowledge.

3.4 The BF shall ensure that the Data protection officer does not receive any instructions regarding the exercise of the tasks to be performed by the Data protection officer under the Data Protection Laws and that the Data protection officer shall not be dismissed or penalised by the BF for performing his tasks.

3.5 The BF shall ensure that the Data protection officer shall directly report to the highest management level of the BF or to the Bank.

3.6 The BF shall allow the Data subjects to contact the Data protection officer with regard to all issues related to processing of their Personal Data and to the exercise of their rights.

3.7 The Data protection officer shall be bound by secrecy or confidentiality concerning the performance of his or her tasks and shall by all the applicable obligations under each of the Data Protection Laws.

3.8 The Data protection officer may fulfil other tasks and duties however, the BF shall ensure that any such tasks and duties do not result in a conflict of interests.

4. SUB-PROCESSORS

4.1 The BF will engage the Sub-Processors set out in **Annexure2** hereto for the purposes specified therein.

4.2 In the event the BF wants to engage a Sub-Processor other than those specified in **Annexure2** hereto, the BF shall without undue delay and at the latest 8 (Eight) weeks prior to transferring any Personal Data to such Sub-Processor, seek the written permission of the Bank for engaging such Sub-Processor.

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- 4.3 The BF hereby agrees that it shall conduct and document its due diligence on the Sub-Processor before entering into an agreement with such Sub-Processor.
- 4.4 The BF hereby agrees and undertakes that each of the obligations of the BF provided in this Agreement (including, specifically, those responsibilities and obligations as set out in Clause 21 of this Agreement) shall be imposed on that other processor by way of a contract between the BF and the Sub-Processor. However, the BF hereby acknowledges and agrees that where the Sub-Processor fails to fulfil its obligations, the BF shall remain fully liable to the Bank for the performance of the Sub-Processor's obligations.
- 4.5 The BF hereby agrees that it shall conduct follow up audits or reviews to ensure that Sub-Processors comply with their contractual obligations.

5. INFORMATION SECURITY AND CONFIDENTIALITY

- 5.1 The BF shall be obliged to take appropriate technical and organizational measures to protect the Personal Data which is processed and shall thereby follow any written information security requirements or policies communicated by the Bank from time to time. The measures shall at least result in a level of security which is appropriate taking into consideration:
- (i) existing technical possibilities;
 - (ii) the costs for carrying out the measures;
 - (iii) the particular risks associated with the processing of Personal Data; and
 - (iv) the sensitivity of the Personal Data which is processed.

The BF hereby agrees to update and review the above measures, as may be required by the Bank and pursuant to the Data Protection Laws.

- 5.2 The BF shall maintain adequate security for the Personal Data and shall continuously review and improve the effectiveness of its security measures. The BF shall protect the Personal Data against destruction, modification, unlawful dissemination, or unlawful access. The Personal Data shall also be protected against all other forms of unlawful processing. Having regard to the state of the art and the costs of implementation and taking into account the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, the technical and organizational measures to be implemented by the BF shall include, as appropriate:
- (i) the pseudonymization and encryption of Personal Data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services processing Personal Data;

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- (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- 5.3 The BF hereby agrees that it shall, in assessing the appropriate level of security under Clause 5 and 5.2 above, take into account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. However, the BF hereby agrees that the decision of the Bank in the assessment of the said risks, shall be final and binding on the BF.
- 5.4 The BF shall immediately notify the Bank of any accidental or unauthorized access to Personal Data or any other actual, threatened or potential security incidents (Personal Data breach) upon becoming aware of such incidents. The notification shall at least:
 - (i) describe the nature of the Personal Data breach including where possible, the categories and approximate number of Data subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - (ii) communicate the name and contact details of the Data protection officer or other contact point where more information can be obtained;
 - (iii) describe the likely consequences of the Personal Data breach;
 - (iv) describe the measures taken or proposed to be taken by the Bank and the BF to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.
 - (v) include any other information available to the BF which the Bank is required to notify to the Data Protection Authorities and/or the Data subjects.
- 5.5 The BF shall further document any Personal Data breaches, comprising the facts relating to the Personal Data breach, its effects and the remedial action taken and provide the Bank and/or the Data Protection Authorities with such documentation, as and when may be required.
- 5.6 The BF will furthermore provide the reasonable assistance requested by the Bank in order for the Bank to investigate the Personal Data breach and notify it to the Data Protection Authorities and/or the Data subjects as required by Data Protection Laws. This includes *inter alia* an obligation to document the Personal Data breach (e.g. circumstances, impacts and remedial actions).
- 5.7 The BF undertakes to ensure that all the BF's Staff, agents, representatives and persons that are authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

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- 5.8 The BF undertakes to not disclose or otherwise make the Personal Data processed under this Agreement available to any third party, without the Bank's prior written approval.
- 5.9 The BF undertakes to ensure that access to Personal Data under this Agreement is restricted to those of its personnel who directly require access to the Personal Data in order to fulfill the BF's obligations in accordance with this Agreement. The BF shall ensure that such personnel (whether employees or others engaged by the BF) (i) has the necessary knowledge of and training in the Data Protection Laws to perform the contracted services; and (ii) is bound by a confidentiality obligation concerning the Personal Data to the same extent as the BF in accordance with this Agreement.
- 5.10 The duties of confidentiality set forth in this Clause 5 shall survive the expiry or termination of the Agreement.
- 6. MEASURES UPON COMPLETION OF PROCESSING OF PERSONAL DATA**
- 6.1 Upon expiry of this Agreement, the BF shall preserve all Confidential Information in accordance with Clause 9.13 hereinabove or upon instructions of the Bank, return/ destroy/ delete/ purge all Confidential Information and thereafter provide a certificate in accordance with Clause 9.14 hereinabove.

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SCHEDULE VI

FORMAT OF APPLICATION INTEGRITY STATEMENT

[On the Letterhead of the Application System Vendor]

To,
Information Security Group,
HDFC Bank Limited.

Dear Sir/ Madam,

Sub: Application Integrity Statement with respect to [●] (HDFC Bank Ltd Applications) provided by [●] (Refer Annexure) to HDFC Bank Limited

1. We refer to the BF Agreement to be entered into by and between HDFC Bank Limited ("the Bank") and [●] (name of BF) ("BF") with respect to provision of certain services by the BF to the Bank.
2. The BF confirms that the electronic application (the version of the application being delivered as well as any subsequent versions/modifications done) provided to/ installed by the BF for providing services to the Bank is and shall remain free of any malware, bugs and any covert channels in the code.
3. The BF understands and agrees that notwithstanding and without prejudice to the remedies available to the Bank under the BF Agreement, the BF shall be completely and solely responsible for any act occurred / deed done to the contrary to the above declaration and shall fully indemnify and keep indemnified the Bank for any loss / damage that may be caused to or suffered by the Bank arising out of such breach in accordance with the terms of the BF Agreement.

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Annexure 2

Personal Data Processing Instructions

<p>Purposes</p> <p><i>Specify all purposes for which the Personal Data will be processed by the BF.</i></p> <p>NB! <i>There may be different purposes for different categories of data and/or data subjects.</i></p>	<p>Purpose for acquiring customers for the Bank</p>	
<p>Categories of data</p> <p><i>Specify the different types of Personal Data that will be processed by the BF</i></p> <p>NB! <i>The list is not exhaustive and you may need to add additional categories of data that are specific to your contract.</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> Name <input type="checkbox"/> Surname <input type="checkbox"/> Date of birth <input type="checkbox"/> Address <input type="checkbox"/> City <input type="checkbox"/> Pin code <input type="checkbox"/> Email address <input type="checkbox"/> Telephone number <input type="checkbox"/> Education <input type="checkbox"/> Household information <input type="checkbox"/> IMEI no (international mobile equipment identity) <input type="checkbox"/> MAC address (Media access control) <input type="checkbox"/> IP address <input type="checkbox"/> Unique identifier <input type="checkbox"/> Behavioral data collected on HDFC Bank' Website <input type="checkbox"/> Job applications/CV etc. 	<p>HDFC Bank SPECIAL CATEGORIES OF PERSONAL DATA</p> <ul style="list-style-type: none"> <input type="checkbox"/> Personal identification no <input type="checkbox"/> Genetic and biometrical data <input type="checkbox"/> Geo-location <input type="checkbox"/> Payment card data <input type="checkbox"/> Transaction data <input type="checkbox"/> Purchase history <input type="checkbox"/> Tracking technologies showing where an individual has been browsing online outside the HDFC Bank Group domain <p>Information about the individual's:</p> <ul style="list-style-type: none"> <input type="checkbox"/> health (physical and mental) <input type="checkbox"/> philosophical or religious beliefs <input type="checkbox"/> political opinions <input type="checkbox"/> sexual life <input type="checkbox"/> race or ethnic origin <input type="checkbox"/> trade union membership

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	<input type="checkbox"/> Employment data (current employer, position, previous positions, data of employment etc.) <input type="checkbox"/> Other, please specify [type other category / categories of data in this field]	<input type="checkbox"/> criminal convictions <input type="checkbox"/> Children data <input type="checkbox"/> Data relating to an individual's salary or wealth <input type="checkbox"/> Data relating to an individual's performance at work <input type="checkbox"/> Data relating to a grievance or disciplinary procedure <input type="checkbox"/> Other, please specify [type other category / categories of data in this field] <input checked="" type="checkbox"/> All the Above
<p>Data subjects</p> <p><i>Specify the categories of data subjects whose Personal Data will be Processed by the BF.</i></p> <p>NB! The list is not exhaustive and you may need to add additional data subjects that are specific to your contract.</p>	<input type="checkbox"/> Customers <input type="checkbox"/> Potential customers <input type="checkbox"/> HDFC Bank Employees <input type="checkbox"/> Subscribers (to e.g. newsletters) <input type="checkbox"/> Co-workers (including trainees, student workers, stagiaires etc.) <input type="checkbox"/> Consultants <input type="checkbox"/> Candidates (i.e. persons applying for positions within HDFC Bank) <input type="checkbox"/> Contact persons (from third parties e.g. suppliers) <input type="checkbox"/> Other (please specify below) <input checked="" type="checkbox"/> All the Above [if you have checked the box "Other" please insert specification of other data subjects in this field.]	
<p>Processing operations</p> <p><i>Specify all processing activities to be conducted by the BF</i></p>	<p>Sourcing, data Entry, verification and Scanning Etc</p> <p>[Describe the scope of processing, (e.g. collection, storage, change of Personal Data).]</p>	
<p>Sub-processor(s)</p> <p><i>Specify the sub-processors engaged</i></p>	<p>Refer Annexure</p>	

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<i>by the BF (if any) and the purposes for which the Personal Data is processed by such sub-processor</i>	
Location of processing operations <i>Specify all locations where the Personal Data will be processed by the BF and any sub-processor (if applicable)</i>	Refer Annexure

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Annexure 3

HDFC Bank's Acceptable Usage Policy

1. BF must have comprehensive HR processes and a security awareness program for all personnel that will access facilities, networks, environments and/or confidential information or have custody of the Banks information assets.
2. In the event BF personnel no longer perform tasks on behalf of the Bank, the BF must promptly ensure that access to the Bank's facilities, networks, environments and/or confidential information is terminated and all associated accounts removed.
3. BF personnel using business centers to work on the Bank's business are responsible for ensuring the security and subsequent removal and deletion of any information stored onto the business center's systems.
4. BF personnel shall take measures to ensure that there is no eavesdropping while working in public places with the Bank's information in physical or electronic form.
5. BF personnel shall not handle or discuss confidential information at public places.
6. BF personnel may access, use, store and process confidential information only on behalf of the Bank and only for the purposes specified in the BF agreement with the Bank, and such further instructions as the Bank may provide regarding the processing of such information.
7. BF must maintain a complete list of all personnel with permission to access facilities, network, environments and/or confidential information. If requested, BF shall certify to the Bank in writing its compliance with the requirements of the Banks information security management program and shall provide written responses to any questions that the Bank submits to the BF about its security practices. Networks and environments may be accessed only by authorized BF personnel to perform the services specified in an agreement.
8. BF agrees to treat all information and/or data accessed by its personnel on the Banks network, whether related to the Bank or its third party, and whether accessed intentionally or inadvertently, as confidential information of the Bank. BF personnel shall protect all confidential Information to prevent it from unauthorized use, disclosure, or publication.
9. The Banks confidential information may not be stored on any mobile device or removable media (such as external disks, USB memory storage, smart phone, cell phone, and backup media) unless required for the performance of services under an agreement. If the BF stores banks confidential information with proper

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business justification on any mobile device, removable media then it must be encrypted using 128-bit or higher encryption.

10. BF shall dispose of all documents, and all defective electronic media containing confidential information, by shredding or using a secure disposal bin designated for confidential information, with appropriate processes (such as a certificate of destruction) and auditable practices that ensure that they cannot be re-created, accessed or read.

11. BF personnel shall treat passwords as confidential and not share account or password information with anyone. Providing access to another individual, either deliberately or through failure to secure its access, is not acceptable.

12. BF personnel shall not connect their personal PCs, PDAs, laptops, smart phones and workstations to the bank's network.

13. BF networks used to access confidential information must have security controls that can detect attacks by making use of Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other network infrastructure (e.g. routers, load balancers). Networks should have continuous monitoring. and all network security related activities (security events, errors, etc.) should be recorded and logged, with logs maintain for a period of three months.

14. In shared environments the BF must segregate (using physical segregation of network infrastructure or VLAN subnets) their network, systems and storage to prevent Bank's data from being accessible or visible by personnel not directly assigned to the Banks accounts.

15. BF may not use the Banks environments or confidential information for development or testing of any system other than the Banks system specified in agreement, unless such additional use is specified in an agreement.

16. If the services involve access to payment card information (PCI), BF shall ensure that it is PCI certified for compliance with the current version of the PCI data security standards for the duration of the services provided to the bank. On request, BF shall provide the bank with its most recent PCI compliance report performed by a third party PCI qualified security assessor.

17. BF is responsible for the security and appropriate use of the bank's network resources under your control. Using the bank's resources for the following is strictly prohibited:

a) Causing a security breach to either the bank or other network resources, including, but not limited to, accessing data, servers, or accounts to which you are not authorized; circumventing user authentication on any device; or sniffing network traffic.

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b) Causing a disruption of service to either the bank or other network resources, including, but not limited to, ICMP floods, packet spoofing, denial of service, heap or buffer overflows, and forged routing information for malicious purposes.

c) Introducing honeypots, honeynets, or similar technology on the bank's network.

d) Violating copyright law, including, but not limited to, illegally duplicating or transmitting copyrighted pictures, music, video, and software.

e) Exporting or importing software, technical information, encryption software, or technology in violation of international or regional export control laws.

f) Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and key loggers.

18. BF must immediately report to information.security@hdfcbank.com breach in any security event or any security event that creates reasonable suspicion of:

(a) unauthorized access to confidential information or an environment,

(b) misappropriation or alteration of any confidential information, or

(c) theft, loss of or damage to information assets containing confidential information

19. A security event shall include improper access to, damage to, or loss or theft of any banks information asset and/or any computer or other media or network on which bank confidential information is accessed or stored. BF shall take appropriate steps to immediately address any such incident, and shall reasonably cooperate with respect to the investigation of such incident. BF shall promptly provide the results of the investigation

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Annexure 4

"Do Not Call" (DNC) Guidelines

Dear Channel Partner,

The Bank has initiated certain guidelines to enhance customer satisfaction and at the same time strictly comply with regulatory guidelines. One such initiative is, not to call on customers on phone numbers, which has been registered in the "Do Not Call" (DNC) registry of the bank.

The guideline of DNC includes the calls made by the bank directly or by its Business Facilitator and Marketing Agencies. These are based on banking code of conduct issued by the Reserve Bank of India.

In view of this, you are hereby requested to be guided by the DNC process followed by the Bank and ensure that you or your agents and associates call no customer registered in this DNC. You therefore need to send your database to the bank on a periodic basis – as advised to you from time to time and ensure that the same is de-duped with our central DNC registry. Any name, which appears in our DNC registry and is called upon by the bank or its associates will attract heavy penalty and will also lead to financial and reputation loss to the bank.

The Agreement covers the terms and conditions related to these guidelines on DNC. You need to sign and send it back as token of acceptance of the same. You would have already received the Model Code of Conduct, which is applicable to your executives. In case you have not received it, we will send it again for your reference and implementation.

We hope you appreciate that this is a very serious requirement from a customer sensitivity point of view and we need to comply with the regulatory guidelines.

In case you need any clarification, kindly get in touch with your RM or the Sales Manager who would explain the same to you.

Thanking you,

Yours sincerely,
For HDFC Bank Limited

I / We have read and understood and accept the same.

DSA EMPANELMENT

Annexure 5

Declaration–Cum–Undertaking to be obtained from the BF

To,
The Manager,
HDFC Bank Limited.

Re: Code of Conduct

Dear Sir,

We are working as a Business Facilitator by the name of **Refer Annexure** for your bank.

We are offering services of explaining, sourcing, and assisting documentation of products and linked services to prospects of HDFC BANK for **Refer Annexure** loans.

In the discharge of our duties, we are obligated to follow the Code of Conduct attached to this document.

The code of conduct has been explained to all sourcing agents / executives / TME working with us.

We confirm that we have read, understood and agree to abide by the Code of Conduct. We further confirm that the trainer mentioned below has explained the contents in full to us.

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

DSA EMPANELMENT

Conflict of Interest Disclosure Form- To be obtained from the Corporate Business Facilitators

Dear Sir/ Madam,

Sub: Conflict of Interest Declaration from the Corporate Business Facilitators.

1. We refer to the Corporate Business Facilitators Agreement entered / to be entered into by and between HDFC Bank Limited ("the Bank") and Refer Annexure 1(the Corporate Business Facilitator or "the CBF") with respect to providing certain services by the CBF to the Bank.
2. The Business Facilitators declares that there is no conflict of interest, as detailed below-
 - A. No Bank employee or Bank employee's immediate family member (definition of family members as defined in the Companies act) has ownership interest/ holds management control or holds decision making position in the CBF' set up / Organisation or is deriving any personal financial gain from this contract.
 - B. No retired/ ex Bank employee (employee who has resigned from the Bank for less than one year) has an ownership interest or holding managerial/ decision making position in the CBF's set up/ Organisation.
 - C. Exceptions to the above declaration, if any, is given below (* strike out whichever is not applicable)

Corporate Business Facilitator's Name	Corporate Business Facilitator's Address -
Refer Annexure	Refer Annexure Refer Annexure

Conflict of Interest Disclosure *

Name of HDFC Bank employee(s), officials, or family members (as defined in Companies act) with whom there may be a potential conflict of interest	I. (Y/ N) Relationship of the employee of the Bank
	II. (Y/ N) Ownership Interest in CBF's set up/ Organisation
	III. If the above is yes) ___ % Interest in CBF's / Organisation
	IV. (Y/ N) holds managerial control/ decision making position in CBF's setup / Organisation
	V. (Y/ N) Any other conflict of interest (please elaborate)

3. The Corporate Business Facilitator confirms that disclosing a potential conflict of interest does not disqualify the CBF. However, in the event a CBF does not disclose conflicts of interest and if they are detected by the Bank, the CBF may be dis-qualified from doing business with the Bank, at the sole discretion of the Bank

DSA EMPANELMENT

4. The Corporate Business Facilitator further confirms and declares that it has not / will not provide gifts or hospitality of any monetary value or any other benefits / gratuities to any Bank employee to obtain or maintain the service contract
5. The Corporate Business Facilitator understands and agrees that notwithstanding and without prejudice to the remedies available to the Bank under the Corporate BF Agreement, the CBF shall be completely and solely responsible for any act occurred / deed done to the contrary to the above declaration and shall fully indemnify and keep indemnified the Bank for any loss / damage that may be caused to or suffered by the Bank arising out of such breach in accordance with the terms of the Corporate BC Facilitator.
6. The CBF will obtain similar conflict of Interest declaration from the BF Agent (Annually) and shall submit the same to the bank as and when required for review.

DSA EMPANELMENT

Declaration cum Undertaking from BF

To,
The Manager,
HDFC Bank Limited,

Sub.: Declaration cum undertaking

Ref.: Agreement dated **Refer Annexure** with HDFC bank Limited

Dear Sir,

We, M/s, **Refer Annexure** (Name) being the BF of HDFC bank limited vide agreement dated **Refer Annexure** and having our registered office at **Refer Annexure**(Address of BF) do hereby declare as under:

- I. That neither of our proprietor / partner / director nor firm is involved in any criminal or illegal activity and no criminal offence or police verification is registered or pending against the partners or firm which might be detrimental to the interest of the bank
- II. We undertake to keep the bank indemnified against any action, claims, expenses, losses & liabilities arising directly or indirectly from any such pending case or police verification
- III. Bank shall be at liberty to terminate the BF agreement with immediate effect if we have been found to be involved in any criminal activity

Thanking you.