

## Commission Agent Agreement

This Commission Agent Agreement (the "Agreement") is entered into as of 1<sup>st</sup> Oct 2023, by and between **commission agent name**, an individual/sole proprietorship/partnership/company (the "Agent"), and Xperiance Fintech Pvt Ltd, a company incorporated under the laws of India, having its registered office at 3<sup>rd</sup> Floor, Sharma Market, Above Honda Showroom, opposite metro pillar number 220, near sector 34 metro station, Noida (U.P) and operating under the brand name "PaiseSe.com" (the "Company").

- 1. Appointment:** The Company appoints the Agent as a non-exclusive commission-based sourcing agent for retail asset products, including but not limited to personal loans, business loans, credit cards, insurance, housing loans, loans against property, car loans, etc., across PAN India.
- 2. Responsibilities:** The Agent shall be responsible for sourcing BFSI products in adherence to TRAI guidelines, RBI digital data protection guidelines, and the Company's code of conduct.
- 3. Loss Indemnity:** The Agent shall indemnify the Company against any losses arising from the Agent's actions, negligence, or non-compliance with regulatory guidelines.
- 4. Loan Cancellation:** In the event of any loan cancellation for any reason, the payout to the Agent shall be reversed or deducted accordingly.
- 5. Fraud and Misrepresentation:** The Agent shall be solely responsible for fraud, miss-selling, document fudging, misrepresentation of facts, profile setup, identity thefts, or any similar activities.
- 6. Communication Restrictions:** The Agent shall refrain from sending any emails or communication directly to customers regarding loan details, interest rates, or financial information. All communication must be conducted through the Company.
- 7. Prohibited Transactions:** The Agent cannot accept any cash or kind from customers in connection with the sourcing of BFSI products. Violation of this provision may lead to termination and financial penalties.
- 8. Termination:** The Company reserves the right to terminate this Agreement without citing any reason, effective immediately. Termination does not affect any rights or obligations accrued prior to termination.
- 9. Telecalling Guidelines:** Telecalling activities shall adhere to TRAI guidelines, ensuring compliance with regulations for communication with potential customers.
- 10. No Financial Transactions with Employees:** The Agent shall not engage in any direct or indirect financial transactions with any employees of Xperiance Fintech Pvt Ltd.
- 11. Logo Usage:** The logos of the Company, banks, or lenders shall not be used for any communication or marketing material without prior written consent from CEO of Xperiance Fintech Pvt Ltd.
- 12. Financial Penalty:** Any guilt or violation of the terms of this Agreement may lead to termination and may result in financial penalties determined by the Company.
- 13. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.
- 14. Documents Required for empanelment – Aadhar, PAN, Address proof, cancelled Chq Copy, signed agreement.**

IN WITNESS WHEREOF, the parties hereto have executed this Commission Agent Agreement as of the Effective Date.

[Agent's Name] [Company Name] Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

*This Agreement is effective as of the Effective Date and may be terminated at any time by PaiseSe.com with immediate effect.*

### Code of Conduct –

1. Employees or referral partners are required to follow all work and ethical guidelines communicated by the company.
2. Employees or referral partners are prohibited from engaging in financial deals or transactions with colleagues, customers, or employees of the banks.
3. Employees or referral partners must comply with guidelines provided by the bank. Any lapse or non-adherence may result in company action aligned with the directions of the concerned bank.
4. The company reserves the right to recover or hold the employee or referral partner liable for any financial or other liability arising from non-adherence to the policy and processes of the bank. Appropriate action will be taken against the employee.
5. The printing of visiting cards, ID cards, marketing material, etc., featuring the company or bank logo or name is not allowed for employees or referral partners. Such materials will be provided by the company. Unauthorized printing may lead to legal action and penalties determined by the company.
6. The official email ID provided by the company should only be used for internal communication. Any communication sent to external parties is the personal responsibility of the employee or referral partner, and the company cannot be held liable for commitments made via email without prior consent from the company management.
7. Telecallers engaged in tele sales activities must use the 140 lines provided by the company. Using any other series for tele sales will be considered for personal purposes, and legal action can be taken against the employee or referral partner. In case of regulatory liability from numbers other than 140 lines, the employee or referral partner will be personally liable, and the company will not be responsible.
8. Any Field Sales Executive (FOS) meeting customers on behalf of the company must carry the company-issued ID card at all times. They should provide a visiting card and their supervisor's contact details to the customer.
9. FOS executives are required to share details of all visits made during a day with the supervisor on a daily basis.
10. All employees or referral partners are expected to maintain a gentle and professional demeanor in all dealings with external parties.
11. Employees or referral partners should promptly report any financial offers made to them by external parties (bankers, customers, etc.) to the supervisor and HR.
12. Employees or referral partners are not permitted to accept gifts worth more than Rs 500 and are also not allowed to give gifts without written permission from HR in relation to work.
13. Employees or referral partners are expected to be neatly dressed when coming to work.
14. Document collection executives must ensure that all documents are collected from customers, either from their office or residence. All collected documents must be viewed in the original, and an OSV (On-Site Verification) must be performed on all documents collected. Failure to comply may result in termination and penalties levied by the bank on the company.
15. The list of codes provided is not exhaustive, and employees or referral partners are expected to adhere to any communications regularly provided to them from time to time.

I, [Your Name], have read and understood the codes of conduct as above and commit to adhering to them at all times. I further declare that I do not have any other employment, and none of my relatives work with any banks where "PaiseSe.com," a brand of Xperience Fintech Pvt Ltd, is empaneled as a DSA/digital channel partner. I also confirm that I do not have any financial transactions or dealings of any nature (e.g., data sharing, customer leads, money transfer, etc.) with any banker or other company.