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प्रधान मुद्रांक कार्यालय, मुंबई प.मु.कि.क. ८००००९ 16 JUL 2024 सक्षम अधिकारी

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") EXECUTED ON THIS THE 29th day of July, 2024

BETWEEN

EQUITAS SMALL FINANCE BANK LIMITED (CIN - U65191TN1993PLC025280), a banking Company registered under the Companies Act, 1956, carrying on its business of banking as per the provisions of The Banking Regulation act, 1949, having its registered office at 4th Floor, Phase II, Spencer Plaza, 769, Anna Salai, Chennai – 600 002, (hereinafter referred to as "Bank", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its merged entities, transferee, successors in interest/office and assigns) of the One Part;

AND

PAMAC Finserve Private Limited (CIN - U67190MH1995PTC095234),a banking company incorporated under the Companies Act, 1956and having its Head office at No.A-21, Shriram Industrial Estate, 13, G.D. Ambekar Road, Wadala, Mumbai-400031, (hereinafter referred to as "Service Provider", (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors in interest/office and permitted assign) of the Other Part.

The expression Bank and the Service Provider, may hereinafter be referred collectively as "Parties" and individually a such or "Party".

For Entires and

WHEREAS:

Bank is inter alia engaged in the business of lending, collecting deposits from public and other payment related services all over India.

The Service Provider is a chartered accountant firm consisting of qualified chartered accountants, registered with the Institute of Chartered Accounts of India, competent to render the services herein agreed by it.

Bank intends to obtain certain professional services from the Service Provider and in this regard the parties have entered into this arrangement on the terms and conditions as specified in this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Business Day" shall mean a day (other than a Saturday, Sunday or public holiday) when banks in Chennai or Tamil Nadu are permitted to open for business.
- 1.2 "Confidential Information", whether marked confidential or not, shall mean any confidential, non-public or proprietary information, of a party, in any form (whether tangible and intangible) and material (whether disclosed verbally, electronically recorded, in writing or otherwise), including but not limited to information relating to the such party's past, present or future research, trade secrets, know-how, strategies, ideas, compliance information, processes, methodologies and practices, business plans, requirements, specifications, business affairs, operational matters, strategic plans and marketing information, methods, ideas, concepts, technology, products, services, Personal Data, development or business activities, including the terms of this Agreement and which when disclosed is (a) marked as confidential (b) is identified as confidential at the time of disclosure or (c) that is manifestly of a confidential nature, but not including any information that:
- (a) is or becomes generally available to the public without the Recipient's breach of this Agreement;
- (b) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by obligations of confidentiality to the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (c) was lawfully in the Recipient's possession before the information was disclosed to it by the Disclosing Party and the recipient provides sufficient and satisfactory proof of the same;
- (d) the parties agree in writing is not confidential or may be disclosed;
- (e) is independently developed by the Recipient without reference to or use of the Confidential Information and the recipient .

- 1.3 "Disclosing Party" shall mean a party to this Agreement, which discloses or makes available directly or indirectly Confidential Information.
- 1.4 "Force Majeure" shall mean any event due to any cause beyond the reasonable control of the Party, wherein no human foresight could anticipate or which, if anticipated, is too strong to be controlled, including, without limitation, Act of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, riot, insurrection, military or usurped power or confiscation, terrorist activities, pandemic/epidemic blockage, embargo, labour dispute, strike, lockout or industrial action of any kind.
- 1.5 "Holding Company" shall mean as defined under section 2(46) of Companies Act 2013.
- 1.6 "Intellectual Property" means and includes (a) patents and inventions; (b) trademarks, service marks, designs, labels, drawings, diagrams, logos; (c) copyrights and works of authorship; (d) trade secrets and know-how; (e) software, algorithms, source code, object code or other information or program; (f) domain names and web presence; (g) advertising and promotional material; and (h) all tangible and intangible representations and manifestations of such intellectual property, in whichever form and on whichever platform collected or acquired, stored or held, created or developed or otherwise prepared.
- 1.7 "Recipient" shall mean a party to this Agreement which receives or obtains directly or indirectly Confidential Information.
- 1.8 "Services" shall mean Professional services to be performed by Service Provider for the Bank, as more fully agreed in the Schedule of Services hereto.

2. SERVICE

- 2.1 The Service Provider shall provide the Professional services as mentioned in this Agreement and more particularly described in the **Schedule of Service** hereto.
- 2.2 Unless anything mentioned in contrary, all schedules and other attachments herewith, shall be deemed to be part of this Agreement and to be read in conjunction with this Agreement.

3. TERM OF THE AGREEMENT

- 3.1 This Agreement shall be valid and in force for a period of one (1) year from the 8/07/2024 (Effective Date) of this Agreement, unless terminated earlier pursuant to the provision contained in this Agreement. This Agreement may be renewed by the parties for such further periods as mutually agreeable by the parties.
- 3.2 Certain obligations under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement (including but not limited to the confidentiality obligation under this Agreement) shall survive termination or expiration of this Agreement.





4. PAYMENT OF FEE

- 4.1 In consideration of the Service to be provided by the Service Provider pursuant to this Agreement, Bank shall pay to the Service Provider the fees/amount/charges as mentioned in **Schedule of Charge** hereto.
- 4.2 The fee/charges payable under this agreement are exclusive of all applicable taxes [Goods and Services Tax ("GST")], levies, and the Service Provider shall provide GST compliant invoices and comply with all applicable provisions of the GST and other laws and regulations.

5. THE SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES:

- 5.1 The Service Provider hereby represents and warrants to the Service Provider that it:
- a) Has required capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have required capacity, power and authority to carry out and perform all its duties as contemplated herein.
- b) Shall ensure that Service rendered and obligations performed by the Service Provider pursuant to this Agreement shall be performed by the Service Provider with utmost care and diligence and shall be of the highest quality and standards.
- c) shall at all times perform the Services in accordance with all applicable laws and regulations, regulatory guidelines of the Reserve Bank of India and other regulators, as may be applicable, and the terms and conditions set out in this Agreement.
- d) Shall obtain and maintain, at its cost, all governmental licenses, approvals, authorizations, and permits regulating the Service Provider as required from time to time. It has not violated or breached any law or guidelines not only in relation to the services undertaken by it but also as an entity nor there any threatened breach or investigation against it. Shall report to the Bank if it comes to knowledge about any breach of this Agreement or of any suspicious transactions, irregularities or violations of any legal or regulatory procedures, while rendering the Service under this Agreement or as an entity. In such an event, Bank shall be entitled to terminate this agreement forthwith.
- e) It is and will continue to comply with all Applicable Laws and regulations that relate to the performance of its duties and obligations pursuant to this Agreement;
- f) It shall promptly implement changes that may be required from time to time, in order to maintain compliance with all relevant industry and/or regulatory bodies;
- g) Any information furnished by Service Provider to the Bank from time to time, is true and correct and shall be deemed to form part of the representations and warranties. It shall notify in writing to the Bank of any circumstances affecting the correctness of any of the particulars provided by Service Provider to the Bank, immediately on the happening or occurrence of such circumstance;



- h) There is/are no breach or threatened breach of any law, regulations etc.,, in relation to the services rendered or against the Service Provider as an entity; litigation/proceedings pending against Service Provider and Service Provider is not at present aware of any facts likely to give rise to such litigation/proceedings or to material claims;
- i) It has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law for its winding-up, dissolution, administration or re-organization or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of Client or of any or all of its assets;

Neither Service Provider nor any of its directors/promoters have been included in any list of defaulters by any regulatory/statutory authority and/or banks and/or financial institutions and/or non-banking financial companies etc..,

- 5.2 All documents and other information, papers, materials and any other data relating to the Bank ("the Documents") handed over to the Service Provider in terms of this Agreement, will remain the sole and absolute property of the Bank and the Service Provider shall not have and claim any charge, lien, right of retention, title or interest therein, under any circumstance and for any reason whatsoever.
- 5.3 In performance of Services under this Agreement, if Service Provider collects, creates, stores, modify, destroy any data or information, then the Service Provider shall be responsible for the safety and security of any such data or information as per applicable laws and regulations (including RBI guidelines).

6. CONFIDENTIALITY AND NON-DISCLOSURE

- 6.1 The parties shall treat all confidential information as absolutely confidential and secret and shall not use the confidential information for any purpose other being necessary for the due performance here under this agreement.
- 6.2 The parties shall take all necessary action to protect confidential information against misuse and abuse and the parties shall ensure that the confidential information is used on a 'need to know' basis only.
- 6.3 The Service Provider shall indemnify the Bank in the event of breach of confidential information of the Bank by the Service Provider.
- 6.4 The rights and obligations herein this clause shall survive the termination and/or expiry of this Agreement without any period of limitation.

7. INTELLECTUAL PROPERTY

7.1 Except as specifically provided herein, each Party shall own and retain all right, title and interest, in any and all of its Intellectual Property, pre-existing before the effective date of this agreement and no party shall acquire any right, title or interests in the other Party's

FOR EQUITAS SMALL FINANCE BANK LIMITED

Intellectual Property. Further, both Parties shall ensure that it does not violate any intellectual property rights of any third party.

- 7.2 Except as specifically provided herein, both Parties shall not use the Intellectual Property of the each other, whether, registered or not, owned or controlled, without the prior written consent of the other party.
- 7.3 Both Parties agrees to indemnify and keep indemnified each other from and against any claim, action, liability, penalty, prosecution, cost charges, expenses or damages of whatsoever nature arising or resulting from the infringement or violation of the Intellectual Property of any third parties.

8. INDEMNIFICATION

- 8.1 The Service Provider hereby undertakes and agrees that it shall be liable for, and shall indemnify the Bank and hold harmless at all times, from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs, awards, damages, losses and/or expenses (including legal costs and fees) howsoever arising as a result of:
- (a) any breach of any applicable laws and regulations by the Service Provider;
- (b) any breach or non-performance, by the Service Provider, of any of the provisions of this Agreement;
- (c) any breach of data and confidential information, Intellectual property rights by the Service Provider;
- (d) any theft, robbery, fraud or other wrongful and dishonest act or omission by the Service Provider;
- (e) any act, omission, negligence, misconduct or default by the Service Provider.
- 8.2 Notwithstanding the payment of the damages as aforesaid, the Bank shall be entitled to lodge a Complaint with the police and/or initiate appropriate legal proceedings, both under civil and criminal law, against the Service Provider, Business Correspondents, its employees, etc. at the cost of the Service Provider.
- 8.3 Notwithstanding anything contained in this Agreement or any other documents executed or to be executed between the parties, all indemnities shall survive, expiry or termination of this Agreement and the Service Provider shall continue to be liable under the indemnities for a period of three (3) years from the effective date of termination of the agreement.

9. LIMITATION OF LIABILITY

- 9.1 Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions, or other proceedings against the Service Provider, in the course of performance of Service Provider's obligations under this Agreement.
- 9.2 Notwithstanding anything mentioned in this Agreement, in no event shall either party be liable for any indirect, special, incidental, consequential, or punitive damages or

any loss of profits, loss of revenue, loss of contracts, loss of goodwill or loss of anticipated savings.

9.3 The Bank agrees that should there arise any liability on the part of Service Provider as a result of breach of the terms of this Agreement or from any cause whatsoever, regardless of whether in tort or under the Agreement Service Provider's entire liability and the bank's remedy for damages etc., shall be limited to Rs. one lakh. However, in case of violation of intellectual property rights of the Bank, confidentiality obligation etc., then the liability of the Service Provider to the Bank shall be in actuals.

10. TERMINATION

- 10.1 Bank shall be entitled terminate this Agreement forthwith by giving a notice of it, to the Service Provider, in the event any one or more below occurs in the sole determination of the Bank:
- Service Provider is in breach of applicable laws and regulations.
- b) Service Provider becomes insolvent, files for winding up/ insolvency/ bankruptcy, passes a resolution for voluntary winding up, or makes an assignment for the benefit of its creditors generally or any class of creditors;
- c) A regulatory or statutory authority directs or instructs the Bank to terminate this Agreement or any part thereof; and
- d) Continuation of this Agreement would result in a breach by the Bank of any laws or regulatory requirements or directions to which the Bank is subject.
- 10.2 a) Bank shall have the right to terminate this Agreement for convenience, with or without assigning any reasons, on giving not less than thirty (30) calendar days' prior written notice of intention to do so to the Service Provider.
- b) Service Provider shall be entitled to terminate this agreement at Will or for convenience by giving 90 days notice to the Bank.
- 10.3 In the event of termination or expiration of this Agreement, both parties immediately return all such Confidential Information including the Documents, records of transactions, information, data, held by it, in whatever form and medium, to the other party or destroy, delete or render unusable all such Confidential Information, as may be directed by the other party in writing and provide a proof by way of a certificate of the same, within a period of 5 days. The Service Provider shall be entitled to all undisputed payment till the date of termination of the agreement with regard to the services rendered by it in terms of this agreement.
- 11. Audit and Inspection: Service Provider confirms that the Bank, its authorized representatives, its regulators, the auditors of the regulators and/or such other authorized personnel shall be at entitled to inspect and audit Service Provider's office, facilities, books of accounts, records and documents pertaining to the services provided by the Service Provider to the Bank during the term of the Agreement with a prior notice of three days to the Service Provider. Notwithstanding the foregoing, for audit and inspection requests from

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- a government regulator or authority supported by a written confirmation from such regulator or authority, Service Provider shall meet such timeline as may be requested by the said regulator or authority. Bank shall perform such audit during normal business hours. Such auditors or their representatives shall be permitted to take a copy of the documents required by them relating to the services rendered by the Service Provider, and the Supplier shall not have any objection for the same. In an event of discrete investigation or audit, Service Provider consents that it shall not be entitled to any prior notice.
- 11.1. Service Provider failing to render necessary co-operation for the audit and inspection by the Bank, it authorized representatives, its regulators, the auditors of the regulators and/or such other authorized personnel, or failing to render its services in a manner contemplated under this agreement, then the Bank shall be entitled to terminate this agreement forthwith and the conduct of the Service Provider shall tantamount to professional misconduct and is liable to be proceed against, by the Bank as open to it under law including lodging of a complaint with the Institute of Chartered Accountants of India.
- 11.2 Service Provider shall not be entitled to assign or sub-contract the service agreed hereunder to the Bank without prior written consent of the Bank.

12. NOTICE

12.1 All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To
Equitas Small Finance Bank Limited
HEAD –OPERATIONS (ASSETS).
4th Floor, Phase II,
Spencer Plaza, 769, Anna Salai,
Chennai – 600 002

To
PAMAC Finserve Private Limited,
A-21, Shriram Industrial Estate, 13, G.D.
Ambekar Road, Wadala, Mumbai-400031,
Attention: Mr. Ragavan Rajagopalan.
Regional Head (South)

Either party shall intimate the change in address provided in this agreement, by a written notice to the other party, with a period of 3 days from the date of shifting.

13. DISPUTE RESOLUTION AND GOVERNING LAW

13.1 If the Parties are unable to resolve disputes, claim and/or differences (dispute) amicably, it shall be referred to the sole arbitrator to be appointed mutually by the parties. In an event of failure on the part of the parties to come to a consensus on the appoint of the sole arbitrator within 30 days from the date of notification of dispute and seeking appointment of the arbitrator for the resolution of the dispute, then the sole arbitrator shall be appointed by an arbitration institution which shall be binding on the Service Provider. All proceedings in any such arbitration shall be conducted in English. The

Arbitration shall take place in Chennai, India and shall be governed by the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof. In an event of the sole arbitrator so appointed being unable to proceed with the arbitration proceeding for any reason whatsoever, then institution shall appoint another arbitrator in his/her place who shall be entitled to proceed with the arbitration proceeding from the stage at which, it was left by his/her predecessor. The award passed by such arbitrator shall be final and binding on the parties herein. The fee and other expenses incurred for the arbitration shall be shared equally by the parties.

13.2 Without prejudice to the arbitration clause, both the parties agree to submit to the exclusive jurisdiction of courts in Chennai alone.

14. MISCELLANEOUS

- **14.1** Assignment and Sub-Contract: The Service Provider shall not assign, transfer or sub-contract any of its rights or obligations in relation to all or part of the Service or related thereto, under this Agreement, without the prior written approval from the Bank.
- 14.2 Bank shall be entitled to review the performance of the Service Provider including assessing its financials.
- 15. Force Majeure: The Service Provider shall notify the Bank in writing within three days of the occurrence of an event of force majeure which may result in or which may give reason to believe that there may be work stoppage, slowdown, employee dispute, strike, any employee related disruption or other impediment or disruption in the due performance of the obligations of the Service Provider under this Agreement. Upon notification of the same, this Agreement shall stand suspended until stoppage of Force Majeure event or till mutually decided period. Bank agrees that the Service Provider is not liable for non-performance during the period of Force Majeure event. In an event of the force majeure event continuing for a period of more than 30 days, then the party, which is affected by the non-rendering of the service by the other, affected by force majeure event, then the former shall be entitled to terminate this agreement forthwith. The Parties shall have adequate business continuity plan in place to ensure smooth provision of Services in case of a Force Majeure Event or any other events that result in disruption of Services. Service Provider shall provide its business continuity plan to Bank upon request and shall update such plan as and when requested by Bank.

RELATIONSHIP OF PARTIES.

It is understood that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between Bank and the Service Provider or employees engaged by the Service Provider. The Service Provider and/or employees engaged by it shall not be entitled to, by the act, word, and deed or otherwise make any statement on behalf of the Bank or in any manner bind the Bank or hold out or represent that the Service Provider is representing or acting as an agent of the Bank.



- 17. AMENDMENT AND NON-WAIVER: No waiver, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both parties. No failure on the part of either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law, in equity or otherwise.
- **18.** <u>SEVERABILITY</u>: If any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and remainder of such affected provision.
- 19. Non-Exclusivity: It is agreed that this Agreement is on a non-exclusive basis and the Parties are at liberty to enter into similar agreements with others.

20. Remedies Cumulative

Except as otherwise expressly provided herein, the remedies outlined in this Agreement will be cumulative and the assertion by one Party of any right or remedy will not preclude the assertion by such Party of any other right or the seeking of any other remedy.

21. Entire Agreement: This Agreement, including the Schedules attached hereto, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto. This Agreement may be executed in counterparts, all of which constitute one agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents on the date first hereinafter written.

For Equitas Small Finance Bank Limited	For the Service Provider	
	PAMAC Finserve Private Limited	
[Authorized Signatory]	[Authorized Signatory]	
Name:	Name: Prashant Ashar	
Designation:	Designation: Director	
Date:	Date:29/07/2024	

SCHEDULE OF SERVICE

(Details of the services to be provided by the Service Provider to the M/s, PAMAC Finserve Private Limited)

The following services shall be performed by the Service Provider in accordance with this Schedule and the Agreement, and any applicable laws, guidelines and regulations. The following scope of services can be modified by the Bank in consultation with Service Provider, from time to time and the parties shall perform their respective obligations in accordance with such modified scope.

FI Scope Of Assessment:

Customer point Verification(CPV) both residence and Office and Tele verification(TVR), along with

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Income Tax Return verification

Bank Statements Verification

ROC Search

Business Verification

Verification of Financials

Schedule

Place	Mumbai	
Date of From Agreement	08/07/2024	
Date of Expiry of agreement	07/07/2025	
Name and address of the Service Provider	PAMAC Finserve Private Limited, A-21, Shriram Industrial Estate, 13 G.D.Ambekar Road, Wadala, Mumbai-400031,	
Court for the sake of Jurisdiction	Mumbai	



For Equitas Small Finance Bank Limited

For the Service Provider

PAMAC Finserve Private Limited

[Authorized Signatory]

Name:

Name: Prashant Ashar

Designation: Designation: Director

Date: Date: 29/07/2024

SCHEDULE OF CHARGE

(Details of the amount payable by the Bank to Service Provider.

Sr. No.	Type of Check	Rate in Rs.	TAT
1	Address Verification - ICL	100	24 Hours
2	Address Verification - OCL	150	48 Hours
3	ITR verification	125	24 Hours
4	Bank Statement Verification	100	24 Hours
5	Salary Slip Verification	125	24 Hours
6	F 16 Verification	125	24 Hours
7	Financial Check	500	24 Hours
8	Address proof (Utility Bills)	125	24 Hours
9	Address proof Ration card	175	48 Hours
10	ID Proof (Pan Card / Voters ID)	100	24 Hours
11	ID Proof (DL / Passport / Aadhar Card)	350	24 Hours
12	Profile Check (Discreet and Open)	400	48 Hours
13	RC Book	350	48 Hours
14	Builder Plan Verification	750	48 Hours
15	Agreement check	250	48 Hours
16	Property / Asset verification	300	24 Hours
17	Other Documents,	250	48 Hours
18	Minimum Billing Guarantee	25000	Per Month

GST extra at applicable rates.

ICL & OCL classification is based on pin codes shared by the Service provider. Any payment to the Service Provider shall be subject to tax deduction at source.



Penalty Matrix:

Service Provider acknowledges that any delay in the provision of the requisite service to the Bank would affect the disbursement and the business volume of the Bank and also in case of defective report, based on which credit worthiness of a Borrower is determined to be positive, the Service Provider is aware that such defective report would prove detrimental to the interest of the Bank and may result in loss or compromise on credit norms, under such circumstances, the Service Provider shall be liable to pay a penalty equivalent to twice the sum applicable for the service for breaching the agreed TAT and/or defective report and the Bank shall be entitled to deduct the penalty from the amount payable to the Service Provider from the subsequent bills, the levy of penalty by the Bank shall be without prejudice to its right to terminate this agreement forthwith.

Fee shall be exclusive of applicable GST, as applicable but after tax deduction at source as may be applicable from time to time.

REVIEW & REVISION

The Rates for the services may be mutually changed and shall be agreed through exchange of letters to this effect, which shall be treated part of this agreement.

BILLING

Date:

Mobilization Advance:

The billing will be done by the Service Provider on a monthly basis to the Bank on or before 7th of the following month for the services rendered in the previous month.

PAYMENT PROCESS

Bank shall make all undisputed payments by way of funds transfer within fifteen (15) business days of receipt of monthly bills.

For the Equitas Small Finance Bank
Limited

PAMAC Finserve Private Limited

[Authorized Signatory]

[Authorized Signatory] Name: Prashant Ashar
Name: Designation: Director

Designation:

Date: 29/07/2024