

NDC Activity

Lower Part

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT is made the Mumbai on 16th day, May, 2014 set out in Schedule I hereto between the Service Provider, i.e. the persons named in Schedule I hereto, of the One Part

And

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai 400 051 ("ICICI Bank", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Part.

(The Service Provider and ICICI Bank are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS:

- A. ICICI Bank is desirous of appointing the Service Provider for the purpose of providing the Services, for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf.
- B. The Service Provider has represented to ICICI Bank that the Service Provider has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services, and also has trained and experienced persons having requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services.



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(WADIVA LINGH) Authorized Signatory

WOL SHAREHOLDING LTD.
Steel Exchange, Poonwadi Building,
Ground Floor, Ambad Doshi Marg,
Fort, Mumbai-400 001.

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skills, knowledge, experience and expertise to perform the functions in terms of this Agreement and the Service Provider has agreed to perform the Services.

- C. Relying on the above and at the request of the Service Provider, ICICI Bank has chosen the Service Provider for carrying out the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1.1 In this Agreement and the Standard Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

"Services" means the services agreed to be provided / provided by the Service Provider in terms of this Agreement and more particularly specified in Schedule I to this Agreement.

"Standard Terms" means the STANDARD TERMS AS APPLICABLE TO THE SERVICES PROVIDED TO ICICI BANK LIMITED BY SERVICE PROVIDER, a copy of which is available on the website of ICICI Bank. The Standard Terms shall be deemed to form part of this Agreement and shall be read as if they are specifically incorporated herein. To the extent of any inconsistency or repugnancy, the contents of this Agreement shall prevail to all intents and purposes. The Standard Terms are available on the website of ICICI Bank.

"this Agreement" means this service provider agreement, all amendments made thereto from time to time, the Schedules hereto as also all other related transaction documents.

All capitalized terms used but not defined in this Agreement shall have the respective meanings assigned to them under the Standard Terms.

2. APPOINTMENT AND TERM

- (a) ICICI Bank appoints the Service Provider (for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf) for providing / performing the Services and the Service Provider agrees to provide the Services, subject to the terms and conditions set out herein as also in the Standard Terms and for the consideration specified in this Agreement.

The Service Provider acknowledges receipt of a copy of the Standard Terms and confirms having read and understood the Standard Terms. The Service Provider shall comply with the terms of this Agreement and the other Transaction Documents.

This Agreement shall become effective from the Effective Date and shall be in full force and effect until terminated in accordance with Section 13 of the Standard Terms.

3. PAYMENT

- (a) The Service Provider will, unless disputed by ICICI Bank, be paid charges specified in Schedule I hereto for the Services. The aforesaid charges may be, during the subsistence of this Agreement, revised by ICICI Bank at its discretion; the changes will be intimated to the Service Provider in writing by ICICI Bank. Such charges will be net of any amounts payable to ICICI Bank by the Service Provider against defaults or deficiencies in meeting service levels, or otherwise. Unless otherwise specified in Schedule I hereto, the charges stated above are



inclusive of all other costs, expenses, taxes as may become due and payable in relation to the Services.

(b) All payments to the Service Provider under this Agreement shall be subject to the exchange control / Central Bank regulations of the relevant jurisdiction and wherever such approvals are required. ICICI Bank will make payment under this Agreement only after the requisite approvals have been obtained by the Service Provider to the satisfaction of ICICI Bank and produced copies thereof to ICICI Bank.

(c) All such costs which are required to be incurred by the Service Provider in relation to the Services and which have been agreed to be borne by ICICI Bank shall be incurred with approval of ICICI Bank and the Service Provider shall furnish to ICICI Bank all necessary receipts and other documents evidencing the incurrence of such costs, in a form and manner satisfactory to ICICI Bank.

(d) In the event it is found that extra payments have been made by ICICI Bank on account of any discrepancies in the bills raised by the Service Provider or over charging or otherwise, the Service Provider shall promptly reimburse to ICICI Bank all extra amounts which have been paid by ICICI Bank.

(e) The Service Provider constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

SCHEDULE I

1. Date of this Agreement:

The 16th day of May, Two Thousand and Fourteen.

2a. Name and other details of the Service Provider:

Name of the company	PAMAC Finserve Private Limited
Names of all Director	Mr. Prashant Ashar
Name(s) of the authorised signatory(ies)	Mr. Prashant Ashar
Registered / Head / Principal office address	A-21, Shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai 400031.
Address where notice is to be sent to	A-21, Shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai 400031.
Fax No/s.	NA
E-mail id	pravin.shinde@pamac.com
Phone No/s.	022 2419 2200
Attn: Mr.	Pravin Shinde

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2b. Correspondence address of ICICI Bank:

Address where notice is to be sent to	Empire House ICICI Bank Ltd. 2 nd Floor SB Marg Lower Parel Mumbai -400013
Fax No/s.	NA
Attn: Mr./Ms.	Sagar Karnik

3. Services:

- A) The Service Provider shall perform / provide the following Services
- Non Discrepancy check (NDC) For Loan Products**
- NDC & Know Your Customer (KYC) check to be done for loan products.
 - Activity to be done on i-disburse workflow system. Activities to be performed based on images through I-disburse.
 - System will be available on internet platform.
 - Login IDs & password will be provided by Bank.
 - User will be able to pick loan cases from I-disburse NDC tray.
 - Activities to be performed at vendor premises (minimum 2 location - Primary & backup .Business Continuity Plan(BCP) Plan for the location to be in place when volume exceeds 10000). Primary location to be Mumbai.
 - NDC to be done based on the checklist available in system(NDC parameters are subject to changes as per the policy and business environment from time to time).
 - The user to update the standard rejection reason through dropdown as well as in free text field available in I-disburse in case of any discrepancy in loan documents.
 - Post checking user to decision the case (accept or reject).
 - Post decision case will move back to bank for further processing.
 - After due rectification of rejected cases, it will get assigned back for re- NDC.
 - User need to check the Remarks history for each case.
 - User need to check only the parameters for which case was rejected earlier.
 - During non month- end (till 25th) manpower to be available from 9:30AM - 8:30PM
 - Manpower to be available from 9 AM to 12AM (night) from 25th to 31st (month end) of every month which may extend based on to business priorities.
 - For more than 10000 cases monthly flow active BCP location would be set up and mentioned scope will be applicable.
 - Operations will be 6 days in a week with a weekly off. Users may be required to come on Sundays if month end and weekly milestone date falls on Sunday for which compensatory off can be given to user later.
 - Manpower to be available atleast in one location when both location falls under same holiday calendar (except on 3 national holidays - Independence day, Republic day and Gandhi Jayanti)
 - Manpower to be available on all regional holidays (except on 3 national holidays - Independence day, Republic day and Gandhi Jayanti) at Mumbai location till the time BCP location is set up.
 - ICICI Bank will nominate one of the experienced officers and will be stationed at your premises for the first 2 months of the project. One time training will be arranged by ICICI Bank for PAMAC operators.
 - NDC activity to be carried out on high end PC's of 17" and above.

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- Minimum 4MBPS bandwidth required to be provided to users, which may increase due to high volume and increased number of users. Also backup internet line to be in place in case one line is down.
- 100% data security and privacy to be maintained. Any breach may lead to penalties and termination of contract.
- No printing access to be given to users.
- 100% quality to be maintained.

TAT

The TAT for NDC activity would be 1hr from the time of case assigned to the NDC tray. During last 2 days of month end 1hr extra time over the normal TAT would be given.

Penalty

Scenario	Impact	Amount per case (in Rs.)	Remarks
Wrong document selection for KYC in drop down	Medium	50	
Invalid document/ Not available documents accepted by vendor in NDC	High	1000	
Documents available but case rejected	Medium	50	
Rotating TAT of 1hr not complied	Medium	50	
Rotating TAT of 2hr not complied	High	100	Every additional hour would invite additional Rs. 100/-
Deviation selected but approval not captured	Low	15	
Deviation selected but approval not present	High	1000	
BCP failure	High	10000	
Any Other Scenario not mentioned above but error committed, would be classified by the bank as H/M/L			

- Penalty capping is restricted to 1yr or equivalent billing amount

B) The Service Provider shall also provide such other services as may be agreed to by the Service Provider and ICICI Bank upon such terms and conditions and charges as may be stipulated by ICICI Bank, in writing.

D) The Service Provider shall not do telemarketing for, and on behalf of ICICI Bank and/or its Affiliates, unless specifically permitted by ICICI Bank in writing in advance. The Service Provider shall, if permitted by ICICI Bank as specified herein above for telemarketing any of the

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products of ICICI Bank, register themselves with Department of Telecommunications (DOT) in accordance with the procedure laid down by Telecom Regulatory Authority of India (TRAI) and comply with all the regulations, terms and conditions issued by TRAI, RBI, ICICI Bank or any other statutory/government authorities from time to time. The Service Provider shall not also call the persons who have registered themselves with "Do Not Call Registry" being maintained by DOT and/or ICICI Bank, if the Service Provider is permitted by ICICI Bank to do telemarketing.

4. Effective Date, Etc.:

(a) Effective Date: From the 16th day of May, Two Thousand and Fourteen.

5. Payment Of Charges:

Monthly Payment -

Auto Loan: Rs. 31 per file.

Personal Loan / Home Loan (Sanction): Rs. 27 per file

Rework case : Rs. 7 per file.

Service Tax as applicable

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day, month and year first hereinabove written in the manner hereinafter appearing.

For the Service Provider:

(Applicable if the Service Provider is a body corporate - affixation of common seal to be as per constitutional documents)

SIGNED AND DELIVERED by within named
PAMAC Finserve Private Limited
At the hand of Mr. Prashant Ashar
Director
In Presence of Mr. Mangesh Hande.
Admin Manager

Mhande



Prashant Ashar

For ICICI Bank:

SIGNED AND DELIVERED by ICICI BANK LIMITED,
by the hand of Mr. / Ms. _____, its
authorized official