

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

गुजरात गुजरात GUJARAT

AD 439379

JAN 2014

Veracity Financial Services Pvt. Ltd.

B-110, Infinity Tower,

Nr. Ramona Hotel, Corporate Road,
Pratiknagar, Ahmedabad-380015.

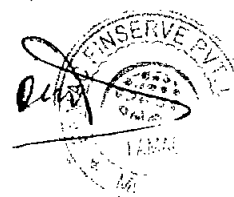
सत्यमेव जयते

SERVICE PROVIDER'S AGREEMENT

This agreement is made and entered into on this 6th day of January 2014

By and between

Veracity Financial Services Pvt Ltd., companies registered under the provisions of the Companies Act, 1956 and having their registered office at 06, Saisiddhi Enterprises, Viraj Appts, Behind Panchayat Market, Silvassa, UT of D&NH - 396230 (hereinafter referred to as 'Veracity Financial Services Pvt Ltd') which expression shall unless it be repugnant to the context or



1

Veracity Financial Services Pvt. Ltd.

Authorised Signatory/Director

contrary to the meaning hereof be deemed to mean and include their successors and permitted assigns) of the One part

AND

PAMAC Finserve PVT LTD , a company incorporated and registered under the Company Act, 1956 and its Registered Office at A-21, Shriram Industrial Estate, 13, G D Ambekar Road, Wadala, Mumbai – 400 031 and Branch office at PAMAC Finserve Pvt. Ltd. 402, Swayam Complex, Bh. Vipul Dudhia, Stadium Circle, Navrangpura, Ahmedabad – 380009 hereinafter referred to as "the Service Provider which expression shall unless it be repugnant to the context or contrary to the meaning hereof be deemed to mean and include his /her /its legal heirs, executors , administrators , successors in interest and permitted assigns) of the Other part

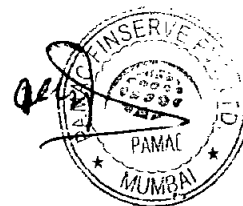
(Veracity Financial Services Pvt Ltd and the Service Provider are collectively referred to herein as "Parties")

WHEREAS:

- (i) Veracity Financial Services Pvt Ltd, as corporate member of NSE, BSE, MCX-SX, USE and MCX, NCDEX (Stock Exchanges and Commodities Exchanges respectively) is engaged in providing financial services to its customers in India.
- (ii) The Service Provider is in the business of providing specialised services of the nature of carrying out verification of identity and address proof provided by persons or entities and incidental and allied services.
- (iii) Veracity Financial Services Pvt Ltd is engaged in registering clients who wish to avail of its services as depository participant, stock broker or commodities futures broker and needs to verify identity address and other details of the prospective customers before commencing relationship in compliance with the Rules, Regulations and Norms of various regulatory authorities. Veracity Financial Services Pvt Ltd is desirous of utilising one or more Service Provider/s to attain verification of such customers effectively.
- (iv) The Service Provider named herein has represented and offered to Veracity Financial Services Pvt Ltd that it has the necessary skill, experience, expertise and infrastructure to act as the Service Provider to Veracity Financial Services Pvt Ltd to carry out the verification and incidental and allied activities relating to prospective customers stationed within the defined territory.

Veracity Financial Services Pvt. Ltd.

Authorised Signatory/Director



- (v) Relying on the representation made by the Service Provider Veracity Financial Services Pvt Ltd has accepted the said offer and hereby engages the Service Provider to provide Services of verification of its prospective customer's identity and address, on a non exclusive basis and subject to the terms and conditions contained hereunder:-

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

1. Duties, responsibilities and allied covenants of/by the Service Provider:

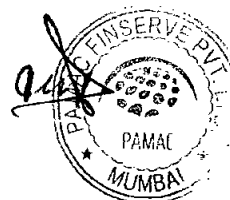
1.1 The Service Provider shall conduct verification of the entities whose details/data are provided by Veracity Financial Services Pvt Ltd. The verification will be conducted for such parameters as may be defined and communicated by Veracity Financial Services Pvt Ltd to the Service Provider. The verification parameters are as per form prescribed and attached herewith marked as **ANNEXURE-A**. Such parameters may be modified from time to time and as may be required after mutual consultation and conveyed by Veracity Financial Services Pvt Ltd to the service provider. The service provider shall provide his inputs by way of written report in the manner and structure decided and mutually agreed. Such report may be submitted to the designated officer of Veracity Financial Services Pvt Ltd through email.

1.2 In rendering the Services to Veracity Financial Services Pvt Ltd the Service Provider warrants that:

- (a) It shall observe the best service quality standards and ensure that the Service Provider renders its obligations to the satisfaction of Veracity Financial Services Pvt Ltd
- (b) It shall meet the various deadlines and standards as more particularly mentioned as "turn around time" in **ANNEXURE - B** attached hereto.
- (c) It shall discuss and review its progress, on a regular basis as and when required with the Veracity Financial Services Pvt Ltd.

2. TENURE OF THE AGREEMENT

This agreement shall come into force on **1st January 2014** and shall continue till such time until terminated in the manner as mentioned in **Annexure - C** of this agreement. Any modification/ changes/ amendments to this agreement during its currency shall be effected/ varied only in writing duly signed by both the parties herein.



3. CONSIDERATION

3.1 Veracity Financial Services Pvt Ltd shall pay such charges as may be mutually agreed from time to time, for the service of verification as contained in clause 1 above and **ANNEXURE - A**. The charges agreed are described in **ANNEXURE-B** and the same may be varied by mutual consultation. The service provider shall raise bill for its charges every month duly describing the details of assignment and charges for each instance of verification.

3.2 Veracity Financial Services Pvt Ltd shall be entitled to set off against / deduct / recover from the aforesaid charges and any other sums payable by Veracity Financial Services Pvt Ltd to the Service provider at any time in respect of any amount due or claimed to be due to Veracity Financial Services Pvt Ltd or any statutory or regulatory bodies by the service provider. The amount, if any, net of such set off / deduction / recovery will be paid by Veracity Financial Services Pvt Ltd to the Service Provider.

3.3 It is hereby clarified that Veracity Financial Services Pvt Ltd's only obligation is to pay the aforesaid charges to the Service Provider's duly authorized agents, employees, Representatives (All such authorized agents, employees, Representatives of the Service Provider are hereinafter collectively referred to as "**Company Staff**").

3.4 Any payment of the charges made to and received by such Authorised Agent or the Company Staff shall be considered as a full discharge of Veracity Financial Services Pvt Ltd's obligations for payment of charges hereunder.

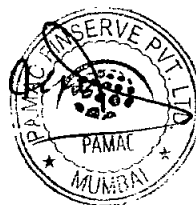
4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- (a) Render the Services in a lawful manner
- (b) Perform and observe all rules and regulations of Veracity Financial Services Pvt Ltd as may be applicable
- (c) Not do or cause to be done anything which is prejudicial to the interest of Veracity Financial Services Pvt Ltd or whereby the business or reputation of Veracity Financial Services Pvt Ltd may be injured or damaged.
- (d) Maintain in full force and effect all applicable licenses, permits, registrations and permissions as the Service Provider may be require for the purpose of rendering the Services under this Agreement and for matters incidental thereto.

veracity Financial Services Pvt. Ltd.

Merrin
Authorised Signatory/Director



- (e) Maintain all books of accounts, records, documents including accounting records and records relating to the Company Staff and the records required to be maintained under this agreement. Such documents shall be maintained during the term of this Agreement and for a period of two years thereafter.
- (f) Shall comply with all statutes, rules and regulations applicable to it or to the Company Staff for fulfilment of the terms of this Agreement.
- (g) Engage requisite number of Company Staff for rendering of the Services in an efficient and timely manner and to supervise the work of Company Staff.
- (h) Ensure that necessary due diligence is done for all its Company Staff at the time of appointment of such Company Staff.
- (i) Be solely responsible and liable for payment of salaries, wages, bonuses, payroll taxes or accruals in respect of the Company Staff engaged for delivering the services under this agreement.
- (j) Be responsible for the documents/instruments handed over to/collected/received by the Service Provider and shall account for the same.
- (k) Not engage 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.
- (l) Meet with the Veracity Financial Services Pvt Ltd's Personnel to discuss and review its performance and progress of the Services under this Agreement as may be stipulated by Veracity Financial Services Pvt Ltd.
- (m) Not make any representations or statements on behalf of Veracity Financial Services Pvt Ltd and shall not enter into any contracts on behalf of Veracity Financial Services Pvt Ltd with any party / parties.
- (n) To clearly inform the Company Staff that they will have no claim whatsoever on Veracity Financial Services Pvt Ltd and shall not raise any industrial dispute, either directly or indirectly, with or against Veracity Financial Services Pvt Ltd, in respect of any of their service conditions or otherwise.
- (o) To provide all materials and equipments required by the Company Staff for the due performance of its obligations hereunder.
- (p) In the event that the nature of the Services to be rendered by the Service Provider require the Company Staff to enter the premises of Veracity Financial Services Pvt Ltd, the Service Provider shall:



- ♦ ensure that the Company Staff follow and comply with the Code of Conduct as mentioned in **ANNEXURE – C** of this Agreement and other instructions (oral or written or both) issued by Veracity Financial Services Pvt Ltd to the Service Provider or to the Company Staff from time to time in this regard.
 - ♦ Ensure that the Company Staff observes all security guidelines of Veracity Financial Services Pvt Ltd from time to time.
- (q) Where the Service Provider operates at locations outside the premises of Veracity Financial Services Pvt Ltd, the Service Provider shall comply with all of the Veracity Financial Services Pvt Ltd's standards / security procedures at such locations and shall deal promptly and courteously with the customers of Veracity Financial Services Pvt Ltd where the Service Provider or the Company Staff are required to meet the customers.
- (r) To compensate Veracity Financial Services Pvt Ltd for any loss and/or damage caused to Veracity Financial Services Pvt Ltd as a consequence of misconduct or negligence, forgery, fraud committed in person or in collusion with the third party by all or any of its Company Staff.

5. ISOLATED / IDENTIFIABLE INFORMATION:

- 5.1 The service provider hereby agrees to ensure that it is able to isolate and clearly identify Veracity Financial Services Pvt Ltd's customer information, documents (in hard copies or soft files), computerized data/information, records and assets to protect the confidentiality of the information.
- 5.2 The Service Provider shall ensure that the data received from Veracity Financial Services Pvt Ltd and the reports or files to be sent to Veracity Financial Services Pvt Ltd are saved at its end for a period of at least twelve months from the date of such transactions that are the subject matter of the data received from Veracity Financial Services Pvt Ltd and the reports or files sent to Veracity Financial Services Pvt Ltd.

6. AUTHORITY/CONFIDENTIALITY

- 6.1 The Service Provider recognises, accepts and agrees that all tangible and intangible information obtained/received/gained/developed or disclosed to the Service Provider and/or Company Staff, including all details, documents, data, business/customer information and Veracity Financial Services Pvt Ltd's practices and trade secrets (all of which are hereinafter collectively referred to as "**Confidential Information**") that the Service Provider and/or Company Staff may be privy to shall be treated as absolutely confidential.



6.2 The Service Provider irrevocably agrees, undertakes and ensures that :

- a. The Service Provider and all Company Staff shall keep all the Confidential Information as secret and confidential and shall not disclose the same, at all to any person/s at any time or use, nor shall allow to be used for any purpose other than as may be necessary for the due performance of the Service Provider's obligations under this Agreement.
- b. It shall not disclose or publish on its own or through anyone else, the existence or the terms or conditions of this Agreement including any information relating to Veracity Financial Services Pvt Ltd's business, to any third party unless such disclosure or publication is strictly required by law or specifically permitted by Veracity Financial Services Pvt Ltd in writing.
- c. The Confidential Information will not be used or permitted to be used by Company Staff in any manner even after the term / termination of this Agreement.
- d. The Service Provider shall be responsible for any act / deed done to the contrary to the above terms and indemnify Veracity Financial Services Pvt Ltd for any loss / damage that may be caused to or suffered by Veracity Financial Services Pvt Ltd due to such acts.

6.3 In the event of a breach or threatened breach by the Service Provider of the aforesaid clause, Veracity Financial Services Pvt Ltd, shall be entitled to injunctive relief in addition to monetary damages to restrain the Service Provider from any such breach, threatened or actual.

6.4 The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this agreement.

6.5 If the Service Provider is directed by a court or by a Regulator to disclose information or documents relating to Veracity Financial Services Pvt Ltd including confidential information, it shall notify Veracity Financial Services Pvt Ltd in writing, along with a copy of such order / notice, in sufficient detail immediately upon receipt of such orders in order to permit Veracity Financial Services Pvt Ltd to make an application for an appropriate protective order and provide such information / documents as may be advised by Veracity Financial Services Pvt Ltd in writing.

6.6 The Service Provider shall give an opportunity to Veracity Financial Services Pvt Ltd for a period of three days to move the appropriate court in appeal to obtain a stay order, if Veracity Financial Services



Pvt Ltd so desires, against any orders of the court / regulator as mentioned in the foregoing.

7. SECURITY AND CONTROL PROCESSES:

- 7.1 The Service Provider hereby agrees to have sufficient security practices, control processes and checks in respect of the job/work/activity outsourced by Veracity Financial Services Pvt Ltd executed/handled at its premises or in Veracity Financial Services Pvt Ltd's premises on a regular basis.
- 7.2 The service provider shall monitor on regular basis and disclose any breaches in the security practices/processes and controls to Veracity Financial Services Pvt Ltd.
- 7.3 Veracity Financial Services Pvt Ltd has the right to immediately notify the regulators in the event of any breach of security and leakage of confidential customer information / data / records by / originating from the Service Provider or the Company Staff / agents / associates of the Service Provider.
- 7.4 In these eventualities, Veracity Financial Services Pvt Ltd is liable to its customers for any damages and the service provider agrees to indemnify Veracity Financial Services Pvt Ltd for such losses/damages.

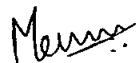
8. RIGHT OF BANK AND REGULATOR FOR INSPECTION AND AUDIT

- 8.1 The Service Provider shall, upon being required by Veracity Financial Services Pvt Ltd, allow any person authorised by Veracity Financial Services Pvt Ltd or its Regulators (which means and includes the Stock Exchanges, the Securities and Exchange Board of India (SEBI), and the Central Depository Services Ltd. (CDSL)) to enter upon the premises of the Service Provider and inspect, examine and audit the Service Provider's operations and records and take copies of all or any of the records.
- 8.2 In case any information or documents are not readily available, the Service Provider shall furnish the same within a reasonable period of time.
- 8.3 The Service Provider shall, upon being required by Veracity Financial Services Pvt Ltd, shall furnish information pertaining to the Service Provider's operations and business records in connection with services rendered under this Agreement.

9. MONITORING AND ASSESMENT

- 9.1 The Service Provider shall and undertakes to provide regular updates at such intervals as may be specified by Veracity Financial Services

Veracity Financial Services Pvt. Ltd.


Authorised Signatory/Director



Pvt Ltd with respect to the Services provided in terms of this agreement.

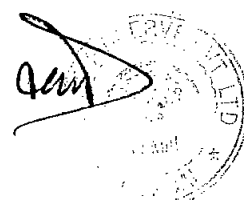
- 9.2 The Service Provider hereby agrees to ensure that high standards of care in performing the Services in terms of this agreement and Veracity Financial Services Pvt Ltd have the right to intervene with appropriate measures to meet legal and regulatory obligations.

10. FINANCIAL / OPERATIONAL REVIEW:

The Service Provider agrees to provide on annual basis all the required information pertaining to its financial and operational condition to enable Veracity Financial Services Pvt Ltd to assess and analyse the ability of the Service Provider to continue to meet its obligations under this agreement. The assessment of Veracity Financial Services Pvt Ltd in this regard will be final and binding on the Service Provider.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 As a part of this Agreement, Veracity Financial Services Pvt Ltd as well as the Service Provider shall respect each other's intellectual property rights including without limitation, patent, copyright, trade/service mark(s), trade names(s), trade secret(s) and logos. (hereinafter referred to as "**the Intellectual Property Rights**")
- 11.2 The Service Provider agrees not to use or cause to be used the Intellectual Property Rights of Veracity Financial Services Pvt Ltd in any communication to a third party without explicit written permission from Veracity Financial Services Pvt Ltd.
- 11.3 The Service Provider agrees that all the work produced by the Service Provider in terms of the provisions of this agreement shall be the sole and exclusive property of Veracity Financial Services Pvt Ltd.
- 11.4 In the event of the Service Provider being entitled to be the first owner of any such rights under any law, the Service Provider hereby assigns to Veracity Financial Services Pvt Ltd all copyrights or other Intellectual Property Rights in such an event.
- 11.5 Nothing contained herein shall at any time during the continuation of this Agreement or after the expiry or earlier determination thereof give or be deemed to give or confer upon the Service Provider any right, title or interest or claim in or to the said trade mark, copyright, and logos etc. belonging to Veracity Financial Services Pvt Ltd and shall continue to vest solely and absolutely in favour of Veracity Financial Services Pvt Ltd.
- 11.6 The Service Provider further agrees that the name, trademark and/or logo of Veracity Financial Services Pvt Ltd shall not be used by the Service Provider or Company Staff, in any sales or marketing



publication or advertisement or in any other manner whatsoever without prior written consent of Veracity Financial Services Pvt Ltd in writing.

12. TAXES:

- 12.1 The Service Provider shall be solely liable for the payment of all taxes, duties, fines and penalties by whatever name called as may become due and payable any law, rules or regulations as applicable from time to time in relation to the Services hereby agreed to be rendered by the Service Provider.
- 12.2 Veracity Financial Services Pvt Ltd shall be entitled to deduct tax at source on payments made to the Service Provider in accordance with the applicable provisions of law. The Service Provider shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by Veracity Financial Services Pvt Ltd.
- 12.3 The Service Provider shall extend all the required co-operation in the defence of any claim/s by any authorities against Veracity Financial Services Pvt Ltd with respect to any taxes and/or duties due and payable by, or under the authority of, the Service Provider.
- 12.4 This Para 12 shall survive the term and termination of this Agreement.

13. INSURANCE:

- 13.1 The Service Provider 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 that may result from the obligations under this Agreement.
- 13.2 It is expressly clarified that the Service Provider shall be solely liable for maintaining sufficient Insurance coverage as mentioned in clause 13.1 above and Veracity Financial Services Pvt Ltd shall in no circumstance be responsible / liable for any risks that may arise due to any failure to comply with clause 13.1 above.

14. GENERAL PROVISIONS

- 14.1 **Paragraph Headings:** Paragraphs headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- 14.2 **Waiver:** Failure by Veracity Financial Services Pvt Ltd at any time to enforce any obligation of the Service Provider or to claim a breach of any term of this Agreement 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 Veracity Financial Services Pvt Ltd as regards any subsequent action.

- 14.3 **Severability:** If any term or provision of this Agreement should be declared invalid, the remaining terms and provisions of this Agreement shall remain unimpaired and will remain in full force and effect.
- 14.4 **Modification:** No modification, waiver or amendment of any term or conditions of this Agreement shall be effective unless and until it shall be reduced to writing and signed by Veracity Financial Services Pvt Ltd and the Service Provider.
- 14.5 **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 Service Provider and Veracity Financial Services Pvt Ltd.
- 14.6 **Company Staff:** It is agreed that under no circumstances and / or at no point of time any Company Staff shall be or construed to be the employees of Veracity Financial Services Pvt Ltd.

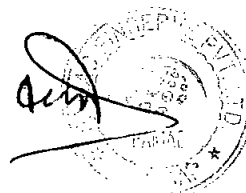
15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1 The Service Provider shall not assign, delegate, sub-contract or transfer any of its responsibility or any right or obligation contained in this Agreement to any agent and / or sub-agent without prior written permission of Veracity Financial Services Pvt Ltd, which permission may be denied by Veracity Financial Services Pvt Ltd solely in Veracity Financial Services Pvt Ltd's discretion.
- 15.2 If such assignment is as a result of operation of any laws, then Veracity Financial Services Pvt Ltd shall have the option on such assignment to forthwith terminate this Agreement and the Service Provider shall be liable to compensate Veracity Financial Services Pvt Ltd for damages suffered by Veracity Financial Services Pvt Ltd for what would otherwise have been the remainder of the agreed tenure of this Agreement.
- 15.3 Veracity Financial Services Pvt Ltd 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 Service Provider.

16. 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 Service Provider does not have any exclusive right to provide the Services to Veracity Financial Services Pvt Ltd.



- b. Veracity Financial Services Pvt Ltd is free to engage as many companies/firms, to provide the Services at bank's sole discretion;
- c. the Service Provider will not have any objections to any such arrangements / outsourcing by Veracity Financial Services Pvt Ltd to any other companies / firms or otherwise.
- d. The Service Provider shall also be at liberty to secure assignments from any other body corporate or Bank and the Service Provider shall inform Veracity Financial Services Pvt Ltd of such other assignments within a period of fifteen days from the date of securing such assignment/s.

17. COMPLETE AGREEMENT

This Agreement supersedes any and all agreements, contracts or addenda relating to the said Services performed by the Service Provider. This Agreement together with all the Schedules is entire in it and cannot be changed or terminated orally. No modification of this agreement shall be binding unless communicated in writing and signed by Veracity Financial Services Pvt Ltd and the Service Provider.

18. INDEPENDENT SERVICE PROVIDER

- 18.1 This agreement is on a principal to principal basis and does not create any employer-employee relationship.
- 18.2 The Service Provider shall provide the Services hereunder as an independent service provider 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 Veracity Financial Services Pvt Ltd and the Service Provider.
- 18.3 The Service Provider, the Company Staff or its agents have no authority to bind Veracity Financial Services Pvt Ltd in any manner by any action / representation whatsoever.

19. SERVICE PROVIDER'S INDEMNITY

- 19.1 The Service Provider shall fully indemnify and hold harmless Veracity Financial Services Pvt Ltd against any liability, loss or otherwise as provided in the Deed of Indemnity as per the Proforma to be furnished by Veracity Financial Services Pvt Ltd and the service provider agrees and undertakes to be bound by the terms of the said Deed of Indemnity.
- 19.2 Veracity Financial Services Pvt Ltd shall have no liability whatsoever for any injury to the Service Provider and/or its Company Staff caused or suffered in the course of performance of the Service Provider's obligations hereunder.

Veracity Financial Services Pvt. Ltd.

Authorised Signatory/Director



20. TERMINATION AND CONSEQUENCES

- 20.1 Without prejudice to the provision of Clause 2 of this agreement, Veracity Financial Services Pvt Ltd may terminate this Agreement, forthwith, upon written notice to the Service Provider under the following circumstances:
- a. If the Service Provider commits a breach of any of the provisions of this Agreement,
 - b. If there is negligence on the part of the Service Provider in rendering the Services,
 - c. If, in the opinion of Veracity Financial Services Pvt Ltd, the performance of the Service Provider is not in accordance with the service standards expected,
 - d. If the Service Provider fails to meet its debts as they become due, or a petition of insolvency/winding up is filed by or against the Service Provider
 - e. If the Service Provider makes an arrangement for the benefit of its creditors, goes into liquidation or receivership,
 - f. If the Service Provider ceases to do business in a normal and customary manner.
 - g. If the rendering of the Services under this Agreement is illegal or violative of any law for any reason whatsoever.
 - h. If in the opinion of Veracity Financial Services Pvt Ltd, the interests of Veracity Financial Services Pvt Ltd are jeopardised in any manner whatsoever.
- 20.2 Notwithstanding the aforesaid, this Agreement may be terminated by either party by giving the other party 7 days prior notice in writing as provided in this agreement for giving notices.
- 20.3 The provisions of this Article shall not preclude Veracity Financial Services Pvt Ltd from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.
- 20.4 The Service Provider shall upon termination of this Agreement forthwith hand over to Veracity Financial Services Pvt Ltd all documents, material and any other property belonging to Veracity Financial Services Pvt Ltd including any Confidential Information.

21. SURVIVAL OF PROVISIONS & RIGHTS

- 21.1 The terms and provisions of this Agreement that 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.

Veracity Financial Services Pvt. Ltd.


Authorised Signatory/Director



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

22. 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.

23. ARBITRATION

- 23.1 In the event of any dispute or difference of opinion 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 settle such disputes or differences of opinion amicably by mutual negotiation.
- 23.2 In case the dispute or differences are not settled amicably as provided in clause 23.1 above, the dispute / differences shall be referred to a single Arbitrator to be appointed by mutual consent between Veracity Financial Services Pvt Ltd and the Service Provider and the award made in pursuance thereof shall be final and binding on the parties.
- 23.3 The Arbitration Proceedings shall be governed in by the Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted in English language and the venue of such Arbitration shall be in the City of Ahmedabad.

24. NOTICES:

- 24.1 All notices to be given pursuant to the provisions of this Agreement shall be sent by hand delivery, registered mail, facsimile / fax or reputable overnight courier service to the parties at the following address;

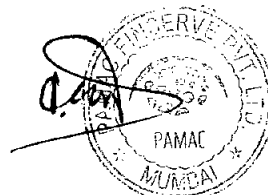
Veracity Financial Services Pvt Ltd,

PAMAC Finserve Pvt. Ltd. A-21, Shriram Industrial Estate, 13, G D Ambekar Road, Wadala, Mumbai – 400 031

- 24.2 The address for notice may be changed by either party by giving notice to the other party as provided herein.

Veracity Financial Services Pvt. Ltd.


Authorised Signatory/Director



24.3 Nothing in the aforesaid clauses shall affect any communication given by way of the Internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the Services

Veracity Financial Services Pvt. Ltd.

Mannu

Authorised Signatory/Director



ANNEXURE - B

I. CHARGES & TURN AROUND TIME:

The charges payable by Veracity Financial Services Pvt Ltd to service provider shall be computed as under:

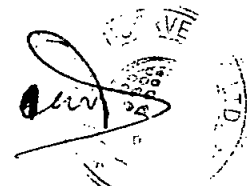
Sr. No	Type of Check	Brief Description of the Activity	Rate in Rs.	TAT
1	Address Check	We will visit at the given address, will confirm the candidate's stay at the given address, and will check with Neighbours about his behaviour and character.	1600	10 Days
2	Employment Check	We will visit at the given company's HR / Accounts / Head of Department, will confirm the existence of the company, candidate employment, Salary drawn, work performance, behaviour and character, Integrity. In case of entry restricted companies we will get it done thorough Email / Tele calling.		
3	Education check	Will check the authenticity of the Mark sheet provided, will try to get written confirmation from university / colleges and we need to pay their official fees for the same. In some of the cases official fees may be high in that case we will take Verbal confirmation / Additional DD Charges will be applicable.		
4	Criminal record check (Oral)	Will visit to the police station of particular jurisdiction as well as CID data will be checked to find out criminal records if any.		

NOTES to proposal:

- Service Tax as Applicable.
- Above rates are applicable for PAMAC Locations only.
- Activity will only start once we have a Legal Agreement in place.
- Payment terms are considered max 15 days from receipt of bills from our end.

Veracity Financial Services Pvt. Ltd.


Authorised Signatory/Director



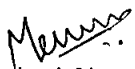
ANNEXURE - C

**CODE OF CONDUCT FOR THE COMPANY STAFF OF THE SERVICE PROVIDER
EMPLOYED AT VERACITY FINANCIAL SERVICES PVT LTD PREMISES**

CONDITIONS APPLICABLE TO THE SERVICE PROVIDER AND ITS PERSONNEL:

- a. Adequate number of Company Staff necessary for performance of the Service Provider's obligations under this Agreement shall be provided at Veracity Financial Services Pvt Ltd premises by the Service Provider at the Service Provider's expense.
- b. The Company Staff employed at Veracity Financial Services Pvt Ltd premises shall observe and comply with all instructions given by or on behalf of Veracity Financial Services Pvt Ltd's management and with Veracity Financial Services Pvt Ltd's rules and regulations then in force.
- c. The Company Staff employed at Veracity Financial Services Pvt Ltd premises shall maintain a high standard of dress and appearance during the working hours of Veracity Financial Services Pvt Ltd.
- d. The Service Provider shall not damage or allow Company Staff to damage the area allotted to the Service Provider by Veracity Financial Services Pvt Ltd. The Service Provider agrees to fully indemnify Veracity Financial Services Pvt Ltd against any such loss or damage.
- e. On being requested by Veracity Financial Services Pvt Ltd for any reasonable or bonafide reason, the Service Provider shall remove any person from employment at Veracity Financial Services Pvt Ltd premises.
- f. At all times the Company Staff must be wearing the ID card supplied to them by the Service Provider, and they will be allowed entry into the premises of Veracity Financial Services Pvt Ltd only on production of the same.

Veracity Financial Services Pvt. Ltd.


Authorised Signatory/Director

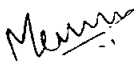


- g. In event of breach of any rule/misconduct by the Company Staff, Veracity Financial Services Pvt Ltd can take disciplinary action against the individual, and in case of theft or fraud, recover the same from the Service Provider.
- h. Exits and replacements should be looked after by the Service Provider and should be achieved within a timeline of 24 hours. Exigencies of long leave should also be looked after by the Service Provider with an approved replacement.

In witness whereof, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

For Veracity Financial Services Pvt Ltd

Veracity Financial Services Pvt Ltd


Authorised Signatory/Director

Mr. Manan Brahmbhatt

Director/Authorised Signatory

Witness

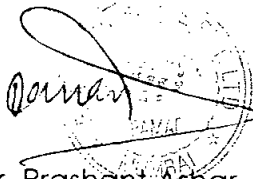

Signature

Name *Ruchika Shah*

Address

*N-508, Venus Parkland,
Vejalpur, Ahmedabad-51*

For PAMAC Finserve Pvt. Ltd


Mr. Prashant Ashar

Director

Witness

Signature

Name

Address