

FOR THE KAPOL CO-OP. BANK LTD  
PORT BRANCH

## SERVICES AGREEMENT

Date: 15/01/2014.

An agreement dated 28/09/2011 ("Original Agreement") was entered into between Deutsche Bank AG, Mumbai Branch ("DB") and [PAMAC FINSERVE PRIVATE LTD] ("Supplier"). In order to operate in conformity with Indian laws and regulations set forth subsequent to the effective date of the Original Agreement or otherwise, the parties agree to the below terms and conditions which shall override the Original Agreement in its entirety.

### 1. DEFINITIONS AND INTERPRETATION

"Access" means, with respect to the Personnel or any subcontractor of Supplier or any person employed by or acting on behalf of Supplier or its subcontractor, access to any DB system or facilities or information or Confidential Information or other property or assets of DB, whether by physical presence or by any electronic means, whether or not such access has been authorised, directly or indirectly, by DB or any person or entity acting on DB's behalf.

"Acts" has the meaning set out in clause 17.1.

"Address for Invoices" means [Pamac Finserve Private Ltd A- 21 Shriram Industrial Estate 13, G.D. Ambekar Road Wadala Mumbai 400031].

"Agreement" means this agreement and the Schedules attached hereto and made a part hereof, each as may be amended from time to time.

"Background IP" has the meaning set out in clause 10.2.

"Business Day" means any day other than a Saturday, a Sunday or a day which is a public holiday in India.

"Change of Control" means a change in the ownership of Supplier or a change in the entities exercising control over Supplier where control is determined by reference to ownership of share capital, control of the board of directors or management of Supplier or exercise of control over the financial or operating policies of Supplier.

"Charges" means the amounts to be paid by DB to Supplier for the Services provided in an Order in accordance with Part 3 of Schedule 1.

"Claim" means any claim or action brought or initiated by a third party against any member of the DB Group which may reasonably be considered as likely to give rise to a liability under clause 11.1.

"Commencement Date" means [insert the date of execution of this Agreement by the Parties or other date when Services are taken].

"Confidential Information" means any and all information in whatever form or medium that is disclosed by one Party (including, in the case of DB, the DB Group) to the other Party, whether or not marked as confidential.

"Deliverables" means an item or items of work delivered by Supplier as part of the Services.

"DB Authorised Representative" means the person designated by DB to be responsible for managing and co-ordinating the Services being provided to the DB Group or any alternative person identified to Supplier in writing by DB from time to time.

"DB Group" means DB and/or any subsidiary or holding company of DB or a subsidiary of such holding company and all its associate companies, from time to time.

"DB Indemnified Entities" means the DB Group and its directors, officers and employees.

"DB Materials" has the meaning set out in clause 10.1.

"DB Policies" means, collectively and individually, the DB Security Policies, the DB Physical and Information Security Policies, the DB Code of Conduct and Business Ethics Policy, Electronic Communications Standards, Health and Safety Rules, Human

Resource Policy and Procedures guides (including but not limited to harassment), Money Laundering Guidelines, Environmental Policies, Equal Opportunities Guidelines, site rules and any other such policies and procedures provided to Supplier.

"Dispute" has the meaning set out in clause 19.11.

"Fixed Price" means a fixed fee as set out in an Order which cannot be changed except pursuant to an approved change request.

"Governing Courts" means the courts having exclusive jurisdiction in Mumbai, India.

"Governing Law" means the laws applicable in India.

"Incoming Supplier" has the meaning set out in clause 15.1.

"Insolvency Event" means that a Party: (i) convenes a meeting to pass a resolution for voluntary winding up or commits any act of insolvency; (ii) calls a meeting of its creditors, enters or makes a composition or arrangement with its creditors or any class of its creditors; (iii) has a receiver appointed over all or any of its assets; (iv) is unable to pay its debts; or (v) is adjudged by a court of competent jurisdiction to be insolvent.

"Intellectual Property Rights" means all intellectual property rights and includes without limitation copyrights, patents, trade marks, service marks, database rights and rights to extract data, registered and unregistered designs, rights in circuit layouts and semi-conductor topography rights, trade secrets, rights of confidence, applications for any of the foregoing and all other similar rights recognised in any part of the world.

"Order" means a paper or electronic order for Services placed by DB and accepted by the Supplier.

"Parties" means the parties to this Agreement and a "Party" means either of the Parties.

"Personnel" means Supplier's employees, agents, and subcontractors who provide any Services.

"RBI" means the Reserve Bank of India.

"Recipients" means in relation to a Party its directors, officers, employees, subcontractors and professional advisers who receive and consider the Confidential Information for the purposes of this Agreement including, in the case of DB, such persons of the DB Group.

"Regulator" means one or more, as the context so requires, of the RBI, the Bundesanstalt für Finanzdienstleistungsaufsicht, the Deutsche Bundesbank; the UK Financial Services Authority, the US Security and Exchange Commission, the US Federal Reserve Board, any data protection or privacy authorities in any country where the Services are being provided from or where a recipient of the Services is located, any other body that has jurisdiction to regulate the banking, regulatory or financial services business and operations of the DB Group (including tax authorities), and will include (i) any third parties appointed by such body, (ii) any successors to any such body from time to time, and (iii) any organisations reporting to any such body in a regulatory capacity.

"Schedule" means a schedule attached to and forming an integral part of this Agreement.

|  |                                       |
|--|---------------------------------------|
| 1. Name of the person (Printed Name)       | 2. Signature of the person            |
| 3. Address of the person (Printed Address) | 4. Date of the document               |
| 5. Place of birth (Printed Place)          | 6. Date of birth (Printed Date)       |
| 7. Place of residence (Printed Place)      | 8. Date of residence (Printed Date)   |
| 9. Place of work (Printed Place)           | 10. Date of work (Printed Date)       |
| 11. Place of study (Printed Place)         | 12. Date of study (Printed Date)      |
| 13. Place of travel (Printed Place)        | 14. Date of travel (Printed Date)     |
| 15. Place of stay (Printed Place)          | 16. Date of stay (Printed Date)       |
| 17. Place of visit (Printed Place)         | 18. Date of visit (Printed Date)      |
| 19. Place of departure (Printed Place)     | 20. Date of departure (Printed Date)  |
| 21. Place of arrival (Printed Place)       | 22. Date of arrival (Printed Date)    |
| 23. Place of departure (Printed Place)     | 24. Date of departure (Printed Date)  |
| 25. Place of arrival (Printed Place)       | 26. Date of arrival (Printed Date)    |
| 27. Place of departure (Printed Place)     | 28. Date of departure (Printed Date)  |
| 29. Place of arrival (Printed Place)       | 30. Date of arrival (Printed Date)    |
| 31. Place of departure (Printed Place)     | 32. Date of departure (Printed Date)  |
| 33. Place of arrival (Printed Place)       | 34. Date of arrival (Printed Date)    |
| 35. Place of departure (Printed Place)     | 36. Date of departure (Printed Date)  |
| 37. Place of arrival (Printed Place)       | 38. Date of arrival (Printed Date)    |
| 39. Place of departure (Printed Place)     | 40. Date of departure (Printed Date)  |
| 41. Place of arrival (Printed Place)       | 42. Date of arrival (Printed Date)    |
| 43. Place of departure (Printed Place)     | 44. Date of departure (Printed Date)  |
| 45. Place of arrival (Printed Place)       | 46. Date of arrival (Printed Date)    |
| 47. Place of departure (Printed Place)     | 48. Date of departure (Printed Date)  |
| 49. Place of arrival (Printed Place)       | 50. Date of arrival (Printed Date)    |
| 51. Place of departure (Printed Place)     | 52. Date of departure (Printed Date)  |
| 53. Place of arrival (Printed Place)       | 54. Date of arrival (Printed Date)    |
| 55. Place of departure (Printed Place)     | 56. Date of departure (Printed Date)  |
| 57. Place of arrival (Printed Place)       | 58. Date of arrival (Printed Date)    |
| 59. Place of departure (Printed Place)     | 60. Date of departure (Printed Date)  |
| 61. Place of arrival (Printed Place)       | 62. Date of arrival (Printed Date)    |
| 63. Place of departure (Printed Place)     | 64. Date of departure (Printed Date)  |
| 65. Place of arrival (Printed Place)       | 66. Date of arrival (Printed Date)    |
| 67. Place of departure (Printed Place)     | 68. Date of departure (Printed Date)  |
| 69. Place of arrival (Printed Place)       | 70. Date of arrival (Printed Date)    |
| 71. Place of departure (Printed Place)     | 72. Date of departure (Printed Date)  |
| 73. Place of arrival (Printed Place)       | 74. Date of arrival (Printed Date)    |
| 75. Place of departure (Printed Place)     | 76. Date of departure (Printed Date)  |
| 77. Place of arrival (Printed Place)       | 78. Date of arrival (Printed Date)    |
| 79. Place of departure (Printed Place)     | 80. Date of departure (Printed Date)  |
| 81. Place of arrival (Printed Place)       | 82. Date of arrival (Printed Date)    |
| 83. Place of departure (Printed Place)     | 84. Date of departure (Printed Date)  |
| 85. Place of arrival (Printed Place)       | 86. Date of arrival (Printed Date)    |
| 87. Place of departure (Printed Place)     | 88. Date of departure (Printed Date)  |
| 89. Place of arrival (Printed Place)       | 90. Date of arrival (Printed Date)    |
| 91. Place of departure (Printed Place)     | 92. Date of departure (Printed Date)  |
| 93. Place of arrival (Printed Place)       | 94. Date of arrival (Printed Date)    |
| 95. Place of departure (Printed Place)     | 96. Date of departure (Printed Date)  |
| 97. Place of arrival (Printed Place)       | 98. Date of arrival (Printed Date)    |
| 99. Place of departure (Printed Place)     | 100. Date of departure (Printed Date) |

"Services" means the list of services set out in Part 1 of Schedule 1.

"Service Level(s)" means, with respect to certain aspects of the Services, the minimum level of required performance as set out in Part 2 of Schedule 1.

"Supplier's Authorised Representative" means the person designated by the Supplier to be responsible for delivering the Services or any alternate person as notified to DB in writing by the Supplier with 5 (five) Business Days notice.

"Tax" or "Taxes" means all forms of present and future taxation (including but not limited to indirect taxes such as service tax, value added tax or other similar taxes), deductions, withholdings, duties, imposts, levies, surcharge, cess, fees, charges, and rates imposed, levied, collected, withheld or assessed by taxing authority in India and any interest, additional taxation penalty, surcharge or fine in connection therewith.

"Tax Laws" means the prevalent tax laws and tax rules in India.

"Time and Materials" means either an estimate of or the actual time and cost associated with execution of an Order and the rates of the Personnel associated with the provision of the Services as described in an Order.

"Timesheets" means written and accurate records of the time actually worked by each member of Personnel recording the date, time worked and the Deliverable worked on.

## 2. STRUCTURE OF THE AGREEMENT

- 2.1 This Agreement commences on the Commencement Date and will [terminate on [●] unless terminated earlier] [continue until it is terminated] in accordance with clause 14.
- 2.2 Supplier will provide the Services to DB as set forth in and in accordance with the Schedules.
- 2.3 In addition to Services taken upon the execution of this Agreement as set forth in the Schedules, DB may, from time-to-time, place an Order for additional Services to be delivered by the Supplier during the term of this Agreement. At a minimum, an Order will specify the range of Services from the list set out in Schedule 1 that the Supplier will provide to DB. The Supplier will confirm its acceptance of the Order within 10 (ten) Business Days of receipt. If the Order is not accepted within this time then the Order will be deemed to have been cancelled. DB will be under no obligation to pay for the Services unless the Parties have either signed an Order or an Order has been placed electronically.

## 3. SUPPLIER'S OBLIGATIONS

### 3.1 Supplier will:

- 3.1.1 provide the Services in accordance with (i) DB's reasonable requirements, (ii) the Service Levels, and (iii) this Agreement;
- 3.1.2 perform the Services in a timely, professional and workmanlike manner consistent with the highest industry standards of quality, skill, care, and integrity;
- 3.1.3 comply, and procure that its Personnel comply, with the DB Policies while on DB Group premises or while accessing or attempting to gain access to DB's

computer systems;

- 3.1.4 ensure that it has and maintains all rights powers and authorities necessary to enter into this Agreement and comply with its obligations under this Agreement
  - 3.1.5 ensure that it has and maintains all rights and licenses required to provide the Services or the Deliverables free from any third party claims (including Intellectual Property Rights claims);
  - 3.1.6 comply with any reasonable instructions or direction given by DB;
  - 3.1.7 not, and will ensure that any Deliverables do not, introduce any viruses, trojan horses, worms, software bombs or other harmful code into DB's computer systems or in any other way destroy, damage or corrupt any software or data on those systems;
  - 3.1.8 follow and ensure the Deliverables will conform to the DB Policies;
  - 3.1.9 comply with all laws and notifications from Regulators issued from time to time;
  - 3.1.10 institute and maintain business continuity and disaster recovery plans (including plans to deal with internal labour dispute) in accordance with DB's directions from time to time, give DB prompt notice of any disruption to the Services, and periodically test such plans;
  - 3.1.11 take all appropriate action to comply with data security and protection obligations including without limitation, the adoption of appropriate technical and organisational methods to ensure that computer and information systems are safeguarded against accidental destruction, loss, technical malfunction, falsification, theft, unlawful use, unauthorised modification, copying or improper access or any other unauthorised activity, and immediately inform DB on occurrence of any such security incident;
  - 3.1.12 ensure that any software that forms part of the Deliverables will be adequately documented permitting a reasonably competent person to make full and proper use of that software;
  - 3.1.13 comply with all laws and Regulatory notifications issued from time to time and applicable to the Personnel including (but not limited) to the Minimum Wages Act, Provident Fund laws, the Contract Labour (Regulation and Abolition) Act and the Workmen's Compensation Act; and
  - 3.1.14 on DB's request, provide information and documentary evidence relating to its registrations with statutory authorities, licenses procured in relation to the Services (if required), proof of compliance with applicable labour laws, audited financial statements, list of Supplier's other clients, Supplier's employees attrition rate etc.
- 3.2 If the Services or Deliverables, or any part of the Services or Deliverables, fail to conform to any of the provisions set out in clause 3.1 DB may at its option and in addition to any other



remedies it may have:

- 3.2.1 require Supplier, at Supplier's own expense, promptly to cure the non-conforming Services and Deliverables or any part of them; or
  - 3.2.2 withhold payment from Supplier of any portion of the Charges payable in respect of the non-conforming Services or Deliverables.
- 3.3 Supplier represents that it is not a subsidiary of DB. Supplier is not and will not be owned or controlled by any director, officer, or employee of DB or by their relatives, whereas relatives has the same meaning as assigned under Section 6 of the Companies Act, 1956.

#### 4. CHARGES AND TERMS OF PAYMENT

- 4.1 In consideration for the Services, DB will pay Supplier the Charges. Charges may either be on a Time and Materials basis or on a Fixed Price basis.
- 4.2 Invoices for the Services must specify sufficient information to identify the Order and the Deliverables and / or Services worked on or completed. Where an Order specifies a purchase order number, this purchase order number must be included in the invoice. Suppliers who have been adopted as purchase order Suppliers must submit all invoices quoting a valid purchase order number. Non compliance with this process will result in the invoice being returned to the Supplier and the Supplier will re-submit the invoice with a new invoice number and revised date.
- 4.3 Unless electronic invoicing has been agreed, invoices must be sent to the Address for Invoices. Where electronic invoicing has been agreed Supplier will submit the invoice in accordance with the agreed procedure. Invoices addressed or submitted incorrectly will be returned to Supplier and the Supplier will re-submit the invoice with a new invoice number and revised date.
- 4.4 DB will pay invoices within 45 (forty five) days of receipt of a complete and accurate invoice.
- 4.5 Notwithstanding clause 4.4, DB will be entitled to a 2% early payment discount if payment is made within 15 (fifteen) days of receipt of a correct invoice and such discounted early payment will constitute full settlement of the outstanding invoice.
- 4.6 Charges agreed to in this Agreement include compensation in full for the overhead costs of complying with DB Policies, Regulators, and /or regulatory requirements including, without limitation, data security, systems control, service reporting and oversight provisions.
- 4.7 DB, at its option, may require Supplier to raise separate invoices to other DB Group members availing Services under this Agreement.
- 4.8 Taxes.
  - 4.8.1 All Charges to be made by DB to Supplier under this Agreement shall be made free and clear of and without any tax deduction.
  - 4.8.2 In the event that DB is required to deduct taxes from the Charges, DB shall (i) make such tax deduction in accordance with the Tax Laws, (ii) deliver to Supplier

a tax deduction certificate in the format prescribed under the Tax Laws, and (iii) deliver to Supplier a tax deduction certificate within the time prescribed under the Tax Laws.

- 4.8.3 DB shall not withhold any income taxes on production of any withholding tax exemption certificate issued under the Tax Laws to Supplier. Such withholding tax exemption certificate should be provided to DB before payment of the Charges and in no event later than the first week of April of every financial year. No adjustment will be made on tax already deducted unless specifically permitted under the Tax Laws.
- 4.8.4 In the event that any service tax, value added tax or other similar taxes become chargeable upon the Services, Supplier may collect such taxes from DB, provided that a proper invoice to the satisfaction of DB is issued by Supplier. In instances where a service tax is levied on the payment by DB, Supplier shall ensure that a physically signed invoice is issued to DB. The invoice must cover details of any service tax, education cess, secondary and higher education cess, description of service, service tax registration number of Supplier, complete name and address of Supplier, category of service provided, name and address of DB, the invoice serial number, and date of the invoice.
- 4.8.5 Without prejudice to the above, if DB is required to make any payment of or on account of any present or future Tax (including indirect Tax) pursuant to this Agreement due to a default or breach of this Agreement or other non-compliance of any obligation on the part of Supplier, Supplier shall, within three (3) Business Days of demand by DB, promptly indemnify DB against such payment or liability, together with any incidental tax liability, interest, penalties, costs and expenses payable or incurred by DB in connection therewith.
- 4.8.6 The permanent account number of Supplier is [AAACP4881H].

#### 5. PERSONNEL

- 5.1 Supplier will:
  - 5.1.1 procure suitably skilled and experienced Personnel and ensure that such Personnel use reasonable skill and care in the performance of the Services;
  - 5.1.2 ensure that the Personnel will at all times work under the direct supervision, control and direction of Supplier (for the avoidance of doubt, all employees of Supplier providing Services to DB during the term of this Agreement will remain employees of Supplier);
  - 5.1.3 be responsible for: (i) all negotiations relating to, and payment of, salaries and benefits; (ii) all assessments and monitoring of performance; and (iii) for all disciplinary matters relating to the Personnel;
  - 5.1.4 on written request, give DB a list of Personnel who



are involved in providing the Services;

- 5.1.5 ensure that all Personnel working on Time and Material Services, maintain complete and accurate Timesheets for all hours worked (and the activities in relation to which those hours are spent) and provide the same to DB upon request by DB;
- 5.1.6 advise DB of the absence or anticipated absence of any Personnel and substitute such Personnel during those absences with suitable replacements, at no additional cost to DB;
- 5.1.7 provide DB with all relevant information required for any DB review of the Personnel in a timely fashion and in any event no later than 7 (seven) days following receipt of such request; and
- 5.1.8 ensure that prior to commencing any work under this Agreement, each member of the Personnel who are to provide such work or a part thereof, sign the Confidentiality Agreement set out as Schedule 4.
- 5.2 DB reserves the right to require Supplier, at Supplier's cost and expense, to replace any member of Personnel involved in providing the Services from its premises and/or the Services for any reason, provided, that such request for replacement will be communicated in writing to Supplier, and Supplier will not be in breach of its obligations hereunder if such act results in any reasonable delay to the supply of Services.
- 5.3 Where any member of the Personnel has been an employee, agent or contractor of DB Group, or of a subcontractor of DB Group, DB Group will have the right to object to the employment or engagement and/or require the immediate replacement of such individual in or from the provision of the Services, or any part of the Services, at any time.
- 5.4 Supplier will be liable to DB for the wrongful, negligent or intentional acts or omissions of any Personnel.
- 5.5 Supplier and DB acknowledge and agree that nothing in the Agreement will give rise to an employment relationship between DB and the Personnel.
- 5.6 In addition to the indemnities set out in clause 11 of this Agreement and elsewhere, and notwithstanding any provision in this Agreement to the contrary, the Supplier also agrees to indemnify DB Group in relation to any loss, liability, costs, claims and expenses arising, either before or after the effective date this Agreement terminates, from:
  - 5.6.1 any Personnel claiming against DB Group that they should be treated as DB Group employees, directly arising from their employment or engagement with the Supplier or the subcontractor to perform the Services; and
  - 5.6.2 all negligent or deliberate acts and omissions by any Personnel which gives rise to claims by DB Group employees or third party personnel against DB Group.
- 5.7 Nothing in this Agreement will constitute Supplier, or any of the Personnel, to be an employee of a DB Group company and no DB Group company will be responsible for income tax, national insurance or other such taxes or charges relating to any Personnel. Supplier will indemnify and keep indemnified DB

(and each member of the DB Group) for any loss, liability, costs, claims and expenses:

- 5.7.1 which may be incurred or sustained in respect of any such taxes or charges; or
- 5.7.2 which arise from any Personnel claiming that they should be treated as employees of any DB Group company.
- 5.8 The exclusions and limits on liability in this Agreement do not apply to this clause 5.7.

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## 6. PERSONNEL SCREENING

- 6.1 Supplier will properly screen all Personnel at Supplier's expense before the commencement of the Services. Screening will include carrying out the background screening set out in Schedule 3.

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## 7. ACCESS

- 7.1 All Access by Personnel must be requested and authorised in accordance with the applicable DB Policies. With respect to any Personnel who no longer perform any part of the Services (regardless of the reason), Supplier will immediately identify such individual to DB and will return its or that individual's DB identification or Access credentials to DB.
- 7.2 Notwithstanding any other provision of this Agreement, DB will, in its sole discretion, have the right to refuse to issue premises passes, identification or Access credentials to, and to terminate immediately the right of Access to its premises and/or systems by any Personnel.
- 7.3 Supplier will also:
  - 7.3.1 grant its Personnel the minimum Access as is required for such individual to perform his or her role as part of the Services;
  - 7.3.2 maintain records (including descriptions of roles and responsibilities) concerning all its Personnel who have been given Access, including historical records of all the Personnel who have been given Access in the past, but who no longer have Access; and
  - 7.3.3 require that its Personnel are made aware of, and will cause them to comply with, DB Policies in performing the Services. In particular, at no additional charge to DB, if requested by DB, Supplier will provide training for its Personnel with respect to the following:
    - (a) relevant DB Policies as soon as is practicable following the commencement of this Agreement or upon the modification of such policies; and
    - (b) regulatory compliance as it relates to the provision of the Services.
- 7.4 The Supplier will also establish processes to:
  - 7.4.1 specify, authorize, implement, monitor, and report on Access requests in accordance with DB Group policies; and
  - 7.4.2 investigate and report to DB Group all Access

attempts that are rejected.

7.5 Where reasonably requested by DB, including in connection with an audit, Supplier will provide DB:

- 7.5.1 written confirmation, and samples, of the confidentiality agreements signed by its Personnel in accordance with the terms of this Agreement;
- 7.5.2 any records required to be maintained in accordance with this Agreement relating to Personnel, except to the extent prohibited by applicable laws;
- 7.5.3 subject to the consent of the affected employee (where necessary), the results of background or criminal conviction record investigations of the Personnel performed by or at the direction of Supplier; and
- 7.5.4 any other reasonable and material information or assurances regarding compliance with the DB Policies under this Agreement.

## 8. REGULATORY REQUIREMENTS

8.1 Each Party will comply with its respective obligations set out in Schedule 2.

## 9. LIABILITY

9.1 Nothing in this Agreement limits or excludes a Party's liability:

- 9.1.1 under clauses 5.7, 10, 11.1, 12 and/or 17;
- 9.1.2 for fraud or wilful default;
- 9.1.3 for death or personal injury caused by its negligence;
- 9.1.4 where such limitation or exclusion would contravene the Governing Law;
- 9.1.5 in the case of Supplier, Supplier's wrongful termination or intentional breach of this Agreement or repudiation or wrongful abandonment of all or any part of the Services; or
- 9.1.6 insured Claims.

9.2 Subject to clause 9.1, the liability of either Party under this Agreement in respect of any one incident or series of related incidents will be limited to the Cap on Liability.

9.3 Subject to clause 9.1, neither Party will be liable in contract, tort (including negligence) or otherwise for any loss of revenue, profits, business or goodwill, or other indirect or consequential loss, which arises out of or in connection with this Agreement even if the Party had been advised of the possibility of such losses.

9.4 Subject to clause 9.1, neither Party will be liable for innocent or negligent misrepresentation by the other Party.

## 10. OWNERSHIP AND INTELLECTUAL PROPERTY

10.1 Nothing in this Agreement has the effect of assigning or transferring any Intellectual Property Rights in and to any software, documents, reports, presentations, manuals, procedures, and other materials provided by DB to Supplier ("DB Materials"). DB grants a limited, non-exclusive and non-transferable licence for the term of this Agreement to Supplier

to use DB Materials for the sole purpose of providing the Services under this Agreement.

10.2 Nothing in this Agreement has the effect of assigning or transferring any Intellectual Property Rights in and to the Background IP of Supplier to DB. For the purposes of this clause, "Background IP" means all Intellectual Property Rights in Supplier's materials, methodologies, technologies, procedures, concepts or ideas developed or used by Supplier before the Commencement Date and consequently incorporated into the Deliverables. Supplier grants to DB, an irrevocable, non-exclusive, royalty-free, world-wide perpetual licence to use copy, modify and create derivative works from the Background IP, to the extent that the Background IP forms part of a Deliverable or Services.

10.3 Except with respect to Background IP of Supplier, and except as otherwise agreed by DB and Supplier in the Order or a Schedule hereto, Supplier hereby assigns all right, title and interest in and to the Deliverables (including any Intellectual Property Rights) to DB together with all present and future Intellectual Property Rights in and to the Deliverables. At no cost to DB, Supplier will do or procure all acts and things necessary to give effect to this clause 10.3.

10.4 If the use or possession of the Deliverables by DB infringes, or in Supplier's reasonable opinion, is likely to infringe any Intellectual Property Right, Supplier may at its option and expense:

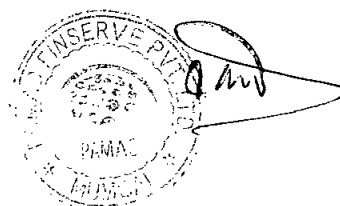
- 10.4.1 procure for DB the right to continue using the Deliverables free from any such liability; or
- 10.4.2 modify or replace the Deliverables so as to avoid the infringement but providing DB with substantially the same functionality.

10.5 The exclusions and limits on liability in this Agreement do not apply to this clause 10.

## 11. INDEMNIFICATION

11.1 Supplier will indemnify the DB Indemnified Entities against all costs, claims, losses, liabilities and expenses assessed against or incurred by any DB Indemnified Entity arising out of or in connection with:

- 11.1.1 negligence, wilful misconduct, or violations of law, by Supplier or that of the Personnel, or Supplier's agents, ex-employees, or subcontractors;
- 11.1.2 any Claim that the use or possession of any Deliverables provided to the DB Group by Supplier pursuant to this Agreement infringes any Intellectual Property Rights;
- 11.1.3 any Claim arising from death, personal injury or for loss or damage to property arising out of Supplier's act or omission, or that of the Personnel, Supplier's agents, ex-employees, or subcontractors;
- 11.1.4 any breach of clause 12 or breach of confidence by Supplier's agents, subcontractors current or ex-employees or any Personnel;
- 11.1.5 any Personnel claiming against DB that they should be treated as DB employees or employees of any DB



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Group company;

- 11.1.6 all negligent or deliberate acts and omissions by any Personnel which (directly or indirectly) give rise to claims by DB employees or third party personnel against DB;
- 11.1.7 the breach by Supplier of any covenant, condition, warranty, or representation contained in this Agreement;
- 11.1.8 Regulator fines, penalties, sanctions, and/or other remedies to the extent that they relate to any failure by Supplier or the Personnel, or Supplier's agents, ex-employees, or subcontractors to perform Supplier's responsibilities or obligations under this Agreement; or
- 11.1.9 any breach of clause 17 or failure to safeguard the confidentiality of information concerning any of DB's customers or proposed customers.

11.2 DB will:

- 11.2.1 promptly notify Supplier of any Claim;
- 11.2.2 not make any admission or compromise with respect to a Claim without the prior approval of Supplier; and
- 11.2.3 provide, at Supplier's cost, all information and assistance as Supplier may reasonably require to manage any Claim.

11.3 The indemnity in clause 11.1 will not extend to any additional liability arising from:

- 11.3.1 use of a non-current release of the Deliverables if the infringement in question would have been avoided by the use of the latest release if (a) Supplier has made the latest release available to DB, and (b) Supplier has notified DB that use of the latest release is necessary to avoid a claim of infringement and DB fails to upgrade to the latest release with 21 (twenty one) Business Days; or
- 11.3.2 use of the Deliverables in combination with any other materials if the infringement would have been avoided without such use.

## 12. CONFIDENTIALITY

12.1 Obligations. Subject to clause 12.5 each Party undertakes to the other that in respect of the Confidential Information of the other Party it will:

- 12.1.1 treat the Confidential Information as confidential;
- 12.1.2 not disclose the Confidential Information to anyone other than a Recipient who has a need to receive and review such Confidential Information without the prior written consent of the other Party; and
- 12.1.3 not use the Confidential Information for any purpose other than the performance of its obligations or exercise of its rights under this Agreement.

12.2 Each Party will expressly inform its Recipients of the confidential nature of the Confidential Information of the other Party and the purpose for which it may be used and will procure

their compliance with the terms of this Agreement as if they were a party to it.

12.3 Subject to clause 12.5 neither Party will disclose to any third party the existence or content of this Agreement or the content of any communications which take place between the Parties relating to this Agreement except with the prior written consent of the other Party.

12.4 Publicity. Supplier will not without the prior written consent of DB:

- 12.4.1 disclose the identity of any member of the DB Group as a customer of Supplier;
- 12.4.2 engage in any advertising, marketing or promotion that discloses the existence of this Agreement or the relationship between Supplier and the DB Group; or
- 12.4.3 use names, brands, logos, service or trade marks of the DB Group.

Such consent will only be given if the Supplier complies with the requirements of DB's vendor endorsement policy as amended from time to time.

12.5 Exceptions. The obligations set forth in this clause 12 will not apply if a Party can demonstrate that any Confidential Information:

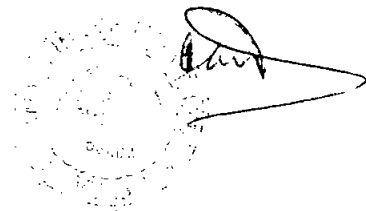
- 12.5.1 is in the public domain other than as a result of being disclosed in breach of this Agreement;
- 12.5.2 was received from a source not connected with the other Party at a time when, as far as the receiving Party was reasonably aware, that source was not under any obligation of confidence in respect of the Confidential Information; or
- 12.5.3 was known to that Party before the date of this Agreement and that Party was not under any obligation of confidence in respect of the Confidential Information at that time.

12.6 A Party may disclose Confidential Information if and to the extent that it is required to do so by any law or by any court or regulatory agency or authority, provided that, to the extent that it is permitted to do so, the disclosing Party:

- 12.6.1 notifies the other Party as soon as possible upon becoming aware of any such requirement; and
- 12.6.2 cooperates with the other Party (at the other Party's reasonable expense) to avoid or limit disclosure and to gain assurances as to confidentiality from the body to whom the information is to be disclosed.

12.7 DB may disclose the contents of this Agreement and related Confidential Information to its third party service providers provided that such providers are subject to confidentiality obligations in favour of DB equivalent to those in this clause 12 and that DB will procure their compliance with such obligations.

12.8 Returning Confidential Information. Subject to clause 12.9 and immediately following the earlier of: (i) termination or expiry of this Agreement; or (ii) receipt of a written request from the disclosing Party, the receiving Party will:

A handwritten signature in black ink is written over a circular stamp. The stamp contains the word "SIGNED" in the center, with "DATE" and "BY" at the top and bottom respectively. The signature is a stylized, cursive name.

- 12.8.1 return to the disclosing Party or destroy all documents and materials (including computer media) or such parts thereof as contain or reflect any Confidential Information, together with any copies which are in the receiving Party's possession or control or are in the possession or control of any of its Recipients; and
- 12.8.2 make every effort to expunge all Confidential Information from any computer, data storage or similar device under that Party's control.
- 12.9 Each Party may retain one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority.
- 12.10 If a receiving Party becomes aware of any unauthorized or otherwise impermissible use or disclosure of Confidential Information of the disclosing Party, the receiving Party will promptly and fully notify the disclosing Party of all facts known to it concerning such unauthorized use or disclosure, and the receiving Party will take reasonable steps to mitigate any potential harm or further disclosure or impermissible use of such Confidential Information. Notice to the disclosing Party will include steps taken or planned to be taken by the receiving Party to remedy the situation.
- 12.11 Each Party acknowledges that neither the destruction, return nor deletion of any Confidential Information will release it from the obligations contained in this Agreement.
- 12.12 Representations. Each Party will be responsible for making its own decisions in relation to the Confidential Information and acknowledges that neither the other Party nor any of its Recipients make any representation, warranty or undertaking, express or implied, as to the accuracy, reliability, completeness or reasonableness of the Confidential Information.
- 12.13 Each Party understands that the furnishing of the Confidential Information will not constitute an offer of any nature whatsoever by any Party or Recipient, nor form the basis of any representation in relation to any contract.
- 12.14 Liability. The exclusions and limits on liability in this Agreement do not apply to this clause 12.

### 13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 Subject to clause 13.2 neither Party may assign its rights or sub-contract its obligations under this Agreement without the prior written consent of the other Party.
- 13.2 Provided DB gives notice in writing to Supplier, DB may (without obtaining Supplier's prior written consent) assign its rights and/or sub-contract its obligations under this Agreement to:
- 13.2.1 any member of the DB Group; and
- 13.2.2 a successor pursuant to a merger, consolidation or sale of all or substantially all of DB's stock or assets, or all or a substantial portion of the business to which this Agreement relates.
- 13.3 Where consent is given by DB Group to Supplier to sub-contract any of its rights or obligations under the Agreement, the Supplier will ensure that each subcontractor used by the

Supplier in providing any part of the Services:

- 13.3.1 is authorised in advance in writing by DB Group to provide such part of the Services;
- 13.3.2 ensures compliance with the terms, conditions and obligations of this Agreement as they apply to the Supplier and Personnel and will ensure that its employees, agents and contractors so comply;
- 13.3.3 complies with any of DB Group's rules, guidelines, policies and procedures that are in DB Group's opinion relevant to the subcontractor's performance of the Services or to access to or use of confidential information or resources or facilities of or provided by DB Group and will ensure that its employees, agents and contractors so comply and that such subcontractor agrees promptly to remove an individual from the performance of the Services, or any part of the Services, where DB Group believes, in its absolute discretion, that such individual is or may be in breach of such rules, guidelines, policies and procedures;
- 13.3.4 complies with any regulatory requirements (including right of access and audit) which may apply to Personnel under the Agreement and will ensure that its employees, agents and subcontractors so comply; and
- 13.3.5 agrees that where any employee, agent or contractor of the subcontractor has been an employee, agent or contractor of DB Group, or of a subcontractor of DB Group, DB Group, will have the right to object to the employment or engagement and/or require the immediate removal of such individual in or from the provision of the Services, or any part of the Services, at any time.
- 13.4 Supplier will remain primarily liable and responsible for the acts and omissions of its subcontractors as fully as if they were acts and omissions of Supplier or its directors, officers, employees and agents.

### 14. TERMINATION

- 14.1 If Supplier commits any breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 5 (five) Business Days after receipt of written notice from DB requiring its remedy, DB will be entitled to terminate this Agreement by giving written notice of termination to Supplier.
- 14.2 If an Insolvency Event occurs in respect of a Party then the other Party may terminate this Agreement by giving written notice of termination to that Party with immediate effect.
- 14.3 DB may terminate this Agreement or any Order in its absolute discretion, at any time on 14 (fourteen) days written notice to Supplier.
- 14.4 Subject to clause 14.5, DB may terminate this Agreement with immediate effect or effective on the expiry of the notice period specified to Supplier in DB's notice of termination if there is a Change of Control of Supplier.
- 14.5 Supplier will notify DB promptly in writing of any Change of Control. DB will only be permitted to exercise the right of termination set out in clause 14.4 for 6 (six) months after



notification of each Change of Control and will not be permitted to exercise it where DB has agreed in advance to the particular Change of Control and that Change of Control takes place as proposed.

- 14.6 DB may terminate this Agreement or any Order with immediate effect if (a) there has been a breach of clause 12 on the part of Supplier or (b) there is a demonstrable deterioration in the ability of Supplier to safeguard the confidentiality of information concerning any of DB's customers or proposed customers.
- 14.7 The following clauses of this Agreement will survive its termination and continue indefinitely: 1 (Definitions), 11 (Indemnity), 9 (Liability), 12 (Confidentiality), 14 (Termination), 17 (Data Protection) and 19 (General).
- 14.8 Termination of this Agreement will not affect a Party's accrued rights and obligations at the date of termination. Supplier waives any rights it may have to receive any compensation or reparations on termination or expiration of this Agreement under the law applicable to the Agreement or otherwise, other than as expressly provided herein.
- 14.9 Subject to clause 12.9 when this Agreement is terminated each Party will return to the other all property belonging to the other that is in its possession or under its control.

## 15. SUPPLIER'S OBLIGATIONS ON TERMINATION

- 15.1 If a different organisation ("Incoming Supplier") agrees to provide DB, on the termination of this Agreement or the completion or termination of any Order, services similar to the Services provided by Supplier under this Agreement or any Order, Supplier will co-operate in the transfer, under any arrangements notified to it by DB, to effect a full and orderly transition to the Incoming Supplier and will furnish the Incoming Supplier with any information or documentation reasonably required by DB.
- 15.2 Supplier will comply with all reasonable instructions from DB with regard to termination and will take reasonable steps to mitigate any costs which any member of the DB Group will incur as a result of termination of this Agreement or the completion or termination of any Order.
- 15.3 Upon the termination or expiration of this Agreement or an Order, Supplier will (and where necessary will prove that its Personnel or any other relevant agent, subcontractor or professional advisor will) promptly deliver to DB all such tangible items which are in its possession or control or which either belong to or contain the Confidential Information of DB or any member of the DB Group.

## 16. INSURANCE

- 16.1 Supplier will take out and maintain comprehensive insurance to cover its potential liabilities to the DB Group under this Agreement and will, on request, produce to DB copies of such policies and a receipt for the last premium.

## 17. DATA PROTECTION

- 17.1 Both Parties acknowledge and agree to adhere to applicable requirements and obligations under (i) the relevant provisions of the RBI Guidelines on Managing Risks and Code of Conduct in

outsourcing of Financial Services by Bank, and (ii) any other applicable data protection legislation, guidelines and industry standards from time-to-time in force in India or as set forth by a Regulator ((i) and (ii) collectively will be referred to as the "Acts"). Each Party further agrees to use its reasonable efforts to provide such information and assistance to the other Party as such Party may reasonably require in order to adhere to and comply with the Acts.

- 17.2 Supplier agrees that all and any information concerning any of DB's customers or proposed customers will at all times remain the exclusive property of DB and will be promptly surrendered upon the termination of this Agreement or otherwise on written request.
- 17.3 Supplier will ensure that access to all and any information concerning any of DB's customers or proposed customers is limited to those Personnel, employees, officers or agents of Supplier who strictly need to have such information in order to perform their duties in connection with the provision of the Services under this Agreement. Supplier will ensure that all such information disclosed is strictly used for the purposes for which such information has been disclosed. Supplier will isolate and clearly identify such information (including all related documents, records and assets) to protect the confidentiality of the information, and will return to DB or destroy all such information if so requested by DB.

- 17.4 Supplier will establish, implement and maintain sufficient security measures and procedures so as to prevent any unauthorized person from having access to information concerning any of DB's customers or proposed customers. Such measures and procedures will be subject to review by DB, and if, in the reasonable opinion of DB, such security measures and procedures are inadequate, Supplier and DB will endeavor to agree to, and effect amendments to the security measures and procedures within seven (7) Business Days. Supplier will immediately disclose to DB any breach of security that results in unauthorized access and the details of such breach. Supplier will fully co-operate, at Supplier's cost, with DB's investigation and provide any assistance requested by DB in order for DB to investigate the incident.

- 17.5 Supplier acknowledges that DB is required to provide the RBI, from time to time, with reports on Supplier, which may (inter alia) highlight any deficiencies in service delivery, performance reliability, internal controls, processing capacity, confidentiality, security or internal controls, and Supplier agrees to provide DB and its agents with such information, access and other assistance as may reasonably be required by DB from time to time to assess and/or audit DB and prepare such reports.

## 18. GENERAL

- 18.1 Entire Agreement. This Agreement together with any documents referred to in it constitutes the entire agreement (and supersedes any previous written or oral agreement) between the Parties relating to the subject matter of this Agreement. Supplier acknowledges that DB has entered into this Agreement for its own benefit and for the benefit of the members of the DB Group and that this Agreement is intended to be enforceable by any member of the DB Group. A list of the DB Group members who are availing the Services is set forth in Schedule I, Part 4. During the term of this Agreement DB shall have the right, in its



sole discretion, to change or modify such DB Group members availing the Services and shall notify Supplier of such change in writing. DB or any DB Group member shall have the option to seek independent billing for the Services availed by them by virtue of this Agreement from the Supplier.

18.2 Headings. The headings in this Agreement will not affect the interpretation of this Agreement.

18.3 Notices. Unless otherwise stated in relation to a particular notice:

18.3.1 any notice or other communication given under this Agreement must be in writing, in English and served on a Party at its address or fax number as specified at the commencement of this Agreement (or any other address it has notified to the other Party in accordance with this clause) by hand, by registered post or by fax, and

18.3.2 notices may not be sent by email.

18.4 Variation. No variation, alteration, amendment, or other change of this Agreement will be valid or binding on the Parties unless it is in writing and signed by or on behalf of each Party.

18.5 Severability. If any provision of this Agreement is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect.

18.6 Waiver. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

18.7 Relief. The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any breach by them or by their Recipients of this Agreement. Without prejudice to any other rights and remedies otherwise available each Party agrees not to oppose the granting of injunctive relief in favour of the other Party on the grounds of failure to prove actual damage.

18.8 No Implied Relationship. Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of

the other Party for any purpose. The relationship between the Parties is on a principal to principal basis. Supplier for the purpose of this Agreement, is an independent contractor who may employ its own machinery, material and other resources in connection with its obligations under this Agreement and will have no authority to enter into any contractual obligations in the name and on behalf of DB or bind DB in any manner whatsoever.

18.9 No Exclusivity. Nothing contained or implied in this Agreement creates an exclusive arrangement between DB and Supplier. Supplier is not an exclusive provider of the Services and DB retains the right to receive identical or similar services from other suppliers. Supplier represents that it provides similar services to other companies.

18.10 Counterparts. This Agreement may be executed in separate counterparts (and signature pages may be delivered by facsimile) all of which together evidence the same agreement.

18.11 Arbitration. Any dispute, difference, controversy or claim ("Dispute") of any kind between the Parties arising out of or in connection with the Services or this Agreement will be finally settled by arbitration in accordance with the Rules of the Indian Arbitration and Conciliation Act, 1996 from time to time provided that: (i) there will be a single arbitrator; (ii) the place of the arbitration will be Mumbai; (iii) the language of the arbitration will be English; and (iv) the arbitrator (who will not be an employee, director, consultant of, or adviser to, either Party) will be appointed by the Parties and failing agreement between the Parties within 14 days of the notice of a Dispute, the arbitrator will at the request of either party be appointed in accordance with provisions of Arbitration and Conciliation Act, 1996. The award rendered in any arbitration commenced hereunder will be final and conclusive and judgment thereon may be entered in any court having jurisdiction for its enforcement. Nothing in this Agreement prevents either Party from seeking urgent or interlocutory relief from or against the other Party by reason of the breach by such other Party of its obligations.

18.12 Governing Law. This Agreement is governed by the Governing Law and, subject to 19.11, each of the Parties submits to the non-exclusive jurisdiction of the Governing Courts over any claim arising under or in connection with this Agreement.

18.13 Incorporation of Schedules. All Schedules referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.



Signed for and on behalf of DB:

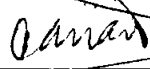
Signature: \_\_\_\_\_  
(Authorised Signatory 1)

Name: \_\_\_\_\_

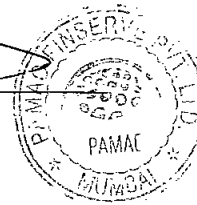
Signature: \_\_\_\_\_  
(Authorised Signatory 2)

Name: \_\_\_\_\_

Signed for and on behalf of Supplier:

Signature:  \_\_\_\_\_  
(Authorised Signatory)

Name: **Prashant Ashar (Director)**





## SCHEDULE 1

## Part 1

## The Services

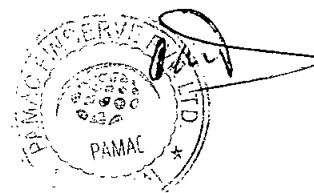
**ANNEXURE-I SCOPE OF SERVICES**

A) Verification Agency would be doing the following activity for the loan/card Application given to them

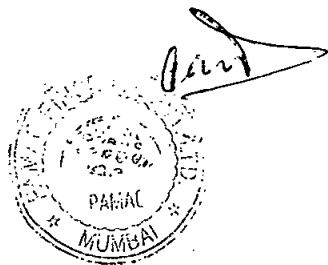
| Activity / TAT   | Scope of Activity   | Requirement  |
|--|---|--|
| Residence Telephone Verification / 24 Hrs  | Establish the contactability of the applicant at the given residence telephone number and Obtain necessary information as per the specified format  | <ul style="list-style-type: none"> <li>Try and establish contactability of applicant with Maximum of 5 attempts over a period of 2 days if not spoken to applicant</li> <li>Do a CD-ROM Search on the given telephone number</li> </ul>  |
| Office Telephone Verification / 24 Hrs.  | Establish the contactability of the applicant at the given Office telephone numbers and Obtain necessary information as per the specified format  | <ul style="list-style-type: none"> <li>Try and establish contactability of applicant with maximum of 5 attempts spread over a period of 2 days if not spoken to applicant</li> <li>Do a CD-ROM Search on the given telephone number</li> </ul>   |
| Residence Verification / 48 Hrs, if cases are sent by 11 A.M. Other wise 2 days (End of 2 <sup>nd</sup> working day, next day being the first day) | Field Verifier has to visit the applicant's neighbour residence and establish whether applicant is residing at the given residence address. This has to be followed by a visit to the applicant's residence to obtain necessary information as per the specified format | <ul style="list-style-type: none"> <li>Observe the standard of living, accessibility to the given address and get applicant time of availability.</li> <li>In case unable to locate or residence locked, 2<sup>nd</sup> attempt is to be made at different timing</li> <li>Draw a route map and attach with the residence verification report.</li> <li>Obtain proof of visit/ applicant's identity proof. (if possible)</li> <li>Submit the report in the format given by the bank</li> </ul> |
| Business Verification / 48 Hrs, if cases are sent by 11 A.M. Other wise 2 days (End of 2 <sup>nd</sup> working day, next day being the first day)  | Field Verifier has to visit the applicant's Office and establish whether applicant is working in the given office address and to obtain necessary information as per the specified format   | <ul style="list-style-type: none"> <li>Elaborate each and every detail observed during visit so as the underwriter can access the same</li> <li>Draw a route map and attach with business verification report.</li> <li>Try to collect information from co-worker/staff if applicant is not available at the time of visit.</li> <li>Submit the report in the format given by the bank.</li> </ul>   |

Note: -

- TAT will be calculated from the time the file is sent (E-mailed) by Deutsche Bank to the time file is received back through e-mail.



2. De-dupe check should be done against negative database in all applications where Residence / Office Verification is initiated.
3. Physical reports must be couriered to Deutsche Bank A.G(local office or central office) within one day from the softcopy sent date.
4. Deutsche Bank has the right to make changes in the Scope of Services and the verification agency process & guidelines from time to time and the Service Provider will have to abide by such changes made by the Bank.



## **SCHEDULE 1**

### **Part 2**

#### **The Service Levels**

##### **BCM CLAUSE**

In the event of disruption in services provided by the agency to the Bank due to any unforeseen circumstances, the agency should inform the bank immediately to facilitate the bank to reassign the activities to some other agency to ensure business continuity. The agency needs take necessary action within a fortnight to resume it's operations and provide full services to the bank"

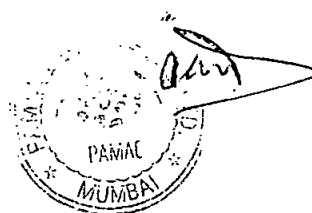
A circular stamp with the text "RESERVE BANK OF INDIA" is partially visible. To its right is a handwritten signature in black ink.

## SCHEDULE 1

### Part 3

#### The Charges

| Activities  | Rates |
|---|-------|
| Physical Verification   | 65    |
| Tele Verification   | 10    |
| Additional Data entry of Co-applicants residing at the same address | 20    |



## SCHEDULE 1

### Part 4

#### List of DB Group members<sup>i</sup>

1. Deutsche Investor Services Private Limited
2. Deutsche Investments India Private Limited
3. Deutsche Equities India Private Limited
4. Deutsche CIB Centre Private Limited
5. DBOI Global Services Private Limited
6. Deutsche Securities (India) Private Limited
7. Deutsche Trustee Services (India) private Limited
8. Deutsche Asset Management (India) Private Limited

## SCHEDULE 2

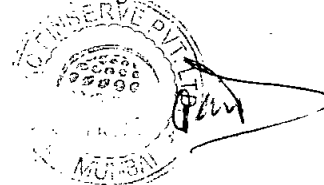
### Regulatory Obligations

#### 1. AUDIT RIGHTS

- 1.1 To the extent that Supplier is required to do so by any law or by any court or regulatory agency or authority, Supplier will permit any Regulator having supervisory responsibility over DB or the DB Group to audit, examine, and/or inspect Supplier's books and accounts related to the provision of Services under this Agreement.
- 1.2 Supplier will make, keep secure and maintain accurate records and accounts relating to:
  - 1.2.1 the fees and expenses charged by Supplier to DB for the Services; and
  - 1.2.2 the existence of and adequacy of Supplier's internal control environment.
- 1.3 Supplier will provide DB with full and unrestricted access to information set out in paragraph 1.2, either from Supplier's website or by documentation delivered to DB, required by DB to enable DB to monitor the performance of Supplier under the Agreement.
- 1.4 Supplier will, on 10 (ten) Business Days notice (unless a Regulator requires a shorter period) and written request to Supplier's Authorised Representative, provide DB and DB's internal and external auditors and Regulators as DB may designate, with all reasonable assistance and with full and unrestricted access to all relevant personnel (and if still employed (i) by Supplier of Supplier's employees or (ii) where the relationship between Supplier and the subcontractor continues, by Supplier's subcontractor Supplier's subcontractor employees, who were previously involved in the provision of the Services), premises, systems, data and other information and records relating to the Services being provided for the DB Group or their cost,

performance and Supplier's internal control environment (whether manual or electronic), including any Confidential Information, at all locations of Supplier's and/or subcontractors where the foregoing are located and (as the case may be) from which the Services are being performed and any other locations of Supplier or subcontractors, but only for the purposes of internal and external audit and subject to clause 12 of the Agreement.

- 1.5 DB and DB's internal and external auditors and Regulators will have the right to cause inspection to be made of the Supplier and Supplier's books and account by one or more of such Regulator's officers or employees or other persons, and to take such copies, as are necessary, of any Confidential Information, and other documents (including, extracts of data files, and device, system or application configuration files) to the extent they relate to the provision and performance of the Services being provided for the DB Group or Supplier's internal control environment and Supplier will provide the information free of charge in cases where DB's own facilities are used for making copies. Such copies will only be taken for the purposes of internal and external audit (including a Regulator's auditors) and subject to clause 12 of the Agreement.
- 1.6 Supplier will, to the extent necessary within the scope of this Agreement, release its internal auditors as well as any persons carrying out any external audits, the conduct of which is either prescribed by law or ordered by a Regulator, from all confidentiality obligations vis-à-vis DB and the auditors appointed by DB or a Regulator.
- 1.7 All of the above-mentioned auditing and inspection rights will survive the term of this Agreement for a period of no less than 2 (two) years commencing on DB's end of the fiscal year in which this Agreement is terminated. All relevant





documentation must continue to be available during this period.

1.8 DB and Supplier will co-operate in good faith to amend this Agreement and to effect changes to the Services to be rendered hereunder if and to the extent necessary to comply with changes in applicable law or requirements of any Regulator.

1.9 Supplier will procure that each agreement which it enters into with its subcontractors in accordance with this Agreement permits DB and DB's internal and external auditors and inspectors to exercise the rights set out in this paragraph 1.

1.10 If:

1.10.1 DB has reasonable grounds for believing that fraudulent activity or serious malpractice has occurred whether or not as a result of the actions or omissions of Supplier or the personnel; or

1.10.2 DB has reasonable grounds for believing that an act or omission has occurred in connection with the Services which whether or not a breach of Supplier's obligations under this Agreement would constitute a breach of any applicable legislation, or accounting rule or established standard practice concerning DB or the carrying on of DB's business which would have a material adverse effect on DB,

then Supplier will on request provide DB and DB's internal and external auditors and Regulators with immediate access to all records, personnel (if in normal office hours) and relevant Confidential Information, subject to clause 12 of the Agreement.

1.11 If as a result of DB's exercise of its rights under paragraph 1.5 or paragraph 1.10 it is found that Supplier has failed to perform its obligation under this Agreement, DB may make these findings (to the extent that they are relevant to Supplier's performance of its obligations under this Agreement) available to Supplier and, in such case, Supplier will respond promptly to the issues raised setting out actions if any it proposes to take with respect to the findings to remedy its failure. If necessary, the DB Authorised Representative and Supplier Authorised Representative will meet promptly after DB has received Supplier's response and use their reasonable endeavours to agree a remedial plan and a timetable for achievement of the planned actions and/or improvements.

1.12 Any inspection or audit, or failure to inspect or audit, will not in any way release Supplier or DB from its obligations under this Agreement.

## 2. RECORDS RETENTION

2.1 Until the latest of:

2.1.1 3 (three) years after termination of the whole Agreement;

2.1.2 the date upon which all pending matters relating to this Agreement (e.g., disputes) are closed; or

2.1.3 the date upon which the information is no longer required to meet requirements of Regulators or

applicable law or the DB Group's records retention policies as disclosed by DB to Supplier (as such policies may be adjusted from time to time),

Supplier will maintain and provide access upon reasonable notice and written request to the records, documents and other information required to meet the DB Group's audit rights under this Agreement. To the extent that Supplier is required to maintain records under this Agreement, Supplier will maintain such records so that they are kept up-to-date, are accurate and are complete.

2.2 The records Supplier is to retain under paragraph 2.1 include:

2.2.1 access records, including records and logs related to authentication and authorisation;

2.2.2 records related to physical access to DB's premises;

2.2.3 network diagrams (including addresses and device names);

2.2.4 any records and logs related to account creation, modification and deletion;

2.2.5 firewall logs;

2.2.6 application logs; and

2.2.7 written or electronic communications relating to the Services between Supplier and any DB Group member, members of the public, or (unless prohibited by a Regulator) DB's Regulator or external auditors.

Supplier's obligations under this clause 2 are limited to those records that relate to the Services.

2.3 Where Supplier maintains any DB data to comply with any applicable law, and with respect to computer applications, Supplier will;

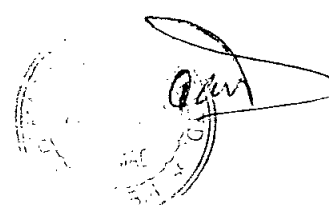
2.3.1 protect the integrity and security of such data in accordance with the DB Security Policies; and

2.3.2 store DB data in accordance with relevant laws, including any interpretations of such laws determined by DB in good faith and notified to Supplier.

2.4 Before destroying or otherwise disposing of any information retained under this clause, Supplier will provide DB with 60 (sixty) days prior notice, and Supplier will offer DB the opportunity to recover such information by other means or to request Supplier to deliver such information to DB, with DB paying the out-of-pocket expenses of Supplier in respect of such delivery.

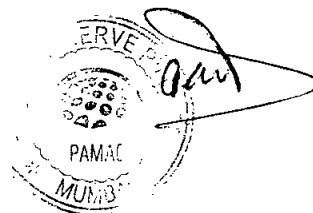
2.5 Without limitation to any rights specified elsewhere in this Agreement, paragraph 2.1 will not be deemed to grant Supplier any additional rights to use the records and documents retained.

2.6 If Supplier changes the format or system it uses to store data, Supplier will ensure that it retains the capability to recover data stored using any previous format or system.

A handwritten signature in dark ink is written over a circular stamp. The stamp contains some illegible text and a central emblem. The signature appears to be 'A. J. ...'.

**SCHEDULE 3**  
**Screening Obligations**

- 1 Supplier will, in accordance with applicable laws, properly screen all Supplier personnel at Supplier's expense. Such screening will include carrying out the following background screening with respect to all Supplier personnel assigned to or performing the Services or part of the Services;
  - 1.2 confirmation of the veracity of academic representations;
  - 1.3 confirmation that the personnel have not previously been employed or engaged by DB nor been employed or engaged by a subcontractor of DB that has supplied services to DB;
  - 1.4 check of civil judgments and criminal conviction records;
  - 1.5 financial check;
  - 1.6 employment references for the previous 5 (five) years (except that this requirement will not apply to Supplier personnel who have more than 2 (two) years of services with Supplier as of the time he or she is assigned to the Services or otherwise first commences performing any part of the Services);
  - 1.7 confirmation that the resident address and telephone number on the record in Supplier's personnel records are correct and current; and
  - 1.8 proof of eligibility for employment in Supplier personnel's place of employment.
- 2 If requested by DB, Supplier will also allow DB the interact with the Supplier's Personnel selected or to be deputed by the Supplier on DB Premises, with a view to apprise them with the scope of Services to be performed.
- 3 With respect to any Supplier personnel working on the services in the USA, in addition to Supplier's obligations under clause 1 of this Schedule, DB may require each of Supplier's personnel to be fingerprinted. Each of Supplier personnel must agree that his or her fingerprints may be submitted to, at DB's option and as applicable in any relevant law enforcement agencies that DB designates, for a criminal conviction record check. Positive replies to fingerprint record checks on Supplier personnel will promptly be reported by Supplier to DB, and in any event prior to such Supplier personnel performing any Services, and such positive replies may be the basis of an objection by DB to the issuance of access privileges to such Supplier personnel.
- 4 The information obtained from conducting such background screening, references and fingerprinting as applicable, will be referred to in this Agreement, collectively, as the "Background Information". Supplier will maintain all Background Information.
- 5 Supplier agrees that where any Background Information obtained as a result of screening Supplier personnel in accordance with this Schedule could potentially render an individual unsuitable for providing any part of the Services:
  - 5.2 If the personnel are not yet working on the Services, Supplier will not permit them to do so unless otherwise agreed in writing by DB; and
  - 5.3 If the personnel have already commenced working on the Services, Supplier must immediately notify DB of the unsatisfactory aspects of the Background Information and DB may require Supplier to procure the removal of such individual from the provision of the Services and/or DB premises, forthwith. Supplier further agrees to substitute, at no extra cost to DB, a suitable alternative individual.
- 6 Subject to applicable data protection laws, if required by DB, Supplier will disclose the Background Information pertaining to Supplier personnel, to DB.
- 7 Supplier agrees to indemnify and keep indemnified DB against all losses incurred (directly or indirectly) by DB as a result of the discovery of adverse Background Information concerning any Supplier personnel, or the notification to, or removal of, such individual from the provision of any part of the Services.



**SCHEDULE 4**  
**Confidentiality Declaration**

In consideration of Deutsche Bank AG ("DB") allowing me access to DB's network/computer systems and therefore potentially to DB customer data, and in furtherance to the agreement executed between DB and PAMAC Fiserve Private Limited ("Supplier") dated [\_\_\_\_], I Mr./ Mrs. [\_\_\_\_] being an employee of Supplier, hereby agree and declare as follows:

**DECLARATION**

I understand the importance attached by DB to confidentiality and secrecy and to the protection of its proprietary information and information relating to its clients and counterparties. I agree and undertake not in any circumstances to use or disclose to any third party any information which relates to DB or its business, its clients and counterparties, its employees, its associates, its plans, its circumstances or its intentions. I accept that I will continue to be bound by this declaration notwithstanding the termination of my access to DB's network and/or computer systems. I also undertake to either return to DB or expunge all such information which I may have in my possession upon termination of my access to DB's network or computer systems.

I am aware that electronic information is crucial to DB. I should only attempt to access the information and services I need in order to carry out my duties and for which I am authorised. DB will hold me accountable for actions carried out on computer systems using my User Identification. I should, therefore, keep the associated password confidential and change it regularly to prevent it from becoming known to others. I undertake never to use someone else's User Identification and password or allow anyone to use mine.

In addition, I am aware that if I have information gained deliberately or by accident from my work at the DB Group which could be described as "inside information" with respect to a particular company and thereafter deal in the securities of that company or advise another person to deal in those securities, I may be considered as having undertaken insider dealing, as defined by the relevant insider dealing prevention legislation.

I also understand that whilst working on DB premises, with the exception of calls made from pay phones, DB may record all other telephone calls without prior notification to me.

\_\_\_\_\_  
Name of Staff member

\_\_\_\_\_  
Signature of Staff member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Supplier

\_\_\_\_\_  
Signature of Supplier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of DB witness <sup>ii</sup>

\_\_\_\_\_  
Signature of DB witness

\_\_\_\_\_  
Date

<sup>i</sup> Delete the DB Group member, not applicable.

<sup>ii</sup> DB staff with whom the contractor's employee is deployed should sign as a witness.

