

SERVICE PROVIDER'S AGREEMENT

This Agreement ("this Agreement") is made at the place mentioned at Item No 1 in Schedule I attached hereto on the day and date as mentioned at Item No 2 in Schedule I.

BETWEEN

HDFC Bank Ltd., a banking company incorporated and registered under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, hereinafter referred to as "**the Bank**" (which expression shall, unless the meaning or context otherwise requires mean and include its successors and assigns) of the One Part

AND

PAMAC Finserve Private Limited, 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. hereinafter referred to as "**the Service Provider**" Company more particularly mentioned at Item no.3 of Schedule I hereto (which expression shall unless repugnant to the context or meaning thereof, in the case of a Company its successors and assigns) of the Other Part

WHEREAS:

- (i) The Bank is a banking company under the Banking Regulation Act, 1949 and is inter alia engaged in the business of providing various services to its customers such as banking services, custodial services and depository services.
- (ii) The Service Provider is in the business of providing specialised services of the nature as mentioned in Item No 5 of Schedule I.
- (iii) The Bank is desirous of availing of various Services (as hereinafter defined)
- (iv) The Service Provider has represented to the Bank that it has the necessary expertise, as also adequate number of Staff in its employment, including supervisory personnel, computer infrastructure and software required for rendering the Services to the Bank and that it is competent for rendering the Services.
- (v) Based on the aforesaid representation of the Service Provider, the Bank is desirous of availing of the Services from the Service Provider on the terms and conditions hereinafter appearing.

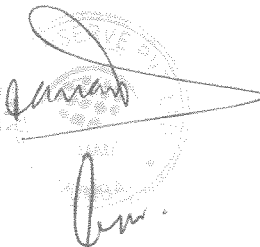
IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE AND STANDARD OF SERVICES

1.1 The Service Provider hereby agrees to provide to the Bank and the Bank hereby agrees to avail of from the Service Provider services as more particularly mentioned in this Agreement including without limitation, the services, as detailed in **Schedule II** annexed hereto (hereinbefore and hereinafter referred to as "**the Services**") on the terms and conditions hereinafter mentioned.

1.2 In rendering the Services to the Bank 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 the Bank.



Handwritten: 06/09/2013

CITIZENS CO-OP. BANK LTD.
Dr. Antonio D'Silva School
Annexe, S.K. Bole Road, Dadar (W)
Mumbai-400 028.
D-5/ST/PMC/R.1009/04/2005/1310-13

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MAHARASHTRA

- (b) It shall meet the various deadlines and standards as more particularly mentioned in **Schedule III** attached hereto.
- (c) It shall discuss and review its progress, on a regular basis as and when required with the Bank.
- 1.3 The Service Provider in addition to the other provisions of this Agreement also agrees and undertakes to comply with, the procedure stated in **Schedule IV** annexed hereto (**hereinafter referred to as "the Procedures"**) and as intimated to the Service Provider by the Bank from time to time.

2. TENURE OF THE AGREEMENT

Unless sooner terminated under the provisions of clause 11 of this Agreement, this Agreement shall remain in full force and effect commencing from 1st April 2012 to 31st March 2014 both days inclusive.

3. CONSIDERATION

In consideration of the Service Provider rendering the Services to the Bank, the Bank shall pay to the Service Provider charges as may be mutually agreed and recorded separately in writing by the bank and the Service Provider. (**hereinafter referred to as " the Schedule of Charges"**)

The Bank shall be entitled to set off against / deduct / recover from the aforesaid charges and any other sums payable by the Bank to the Service provider at any time in respect of any amount due or claimed to be due to the bank 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 the bank to the Service Provider.

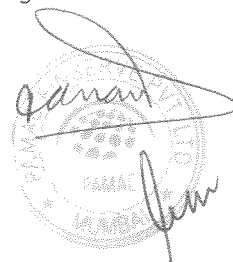
It is hereby clarified that the Bank's only obligation is to pay the aforesaid charges to the Service Provider's duly authorized agents, employees, Representatives (All such authorized agents, employees, Representatives of the Service Provider are hereinafter collectively referred to as "**Company Staff**").

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 the Bank's obligations for payment of charges hereunder.

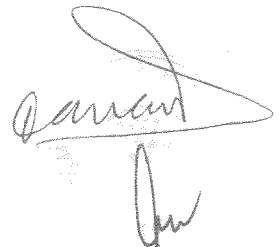
4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- (a) render the Services in a lawful manner
- (b) perform and observe all rules and regulations of the Bank as may be applicable
- (c) not do or cause to be done anything which is prejudicial to the interest of the Bank or whereby the business or reputation of the Bank 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.
- (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 Bank's Personnel to discuss and review its performance and progress of the Services under this Agreement as may be stipulated by the Bank.
- (m) not make any representations or statements on behalf of the Bank and shall not enter into any contracts on behalf of the Bank with any party / parties.
- (n) to clearly inform the Company Staff that they will have no claim whatsoever on the Bank and shall not raise any industrial dispute, either directly or indirectly, with or against the Bank, 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 the Bank, the Service Provider shall:
 - ♦ ensure that the Company Staff follow and comply with the Code of Conduct as mentioned in **Schedule V** of this Agreement and other instructions (oral or written or both) issued by the Bank to the Service Provider or to the Company Staff from time to time in this regard.
 - ♦ use the area specifically allotted to the Service Provider for rendering the Services and performing its obligations under this Agreement.
 - ♦ ensure that the Company Staff observes all security guidelines of the Bank from time to time.
 - ♦ keep the fixtures, fittings, equipment and documents and properties of the bank installed at area allotted to the Service Provider, clean and in good repair and shall not inflict any damage whatsoever to these assets of the bank.
- (q) Where the Service Provider operates at locations outside the premises of the Bank, the Service Provider shall comply with all of the Bank's standards / security procedures at such locations and shall deal promptly and courteously with the customers of the bank where the Service Provider or the Company Staff are required to meet the customers.
- (r) Observe and perform all such additional conditions, covenants, undertakings as mentioned in **Schedule VI** of this Agreement which Schedule may be modified from time to time by the Bank in its sole discretion.



- (s) To compensate the Bank for any loss and/or damage caused to the Bank 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:

The service provider hereby agrees to ensure that it is able to isolate and clearly identify the bank's customer information, documents (in hard copies or soft files), computerized data/information, records and assets to protect the confidentiality of the information.

The Service Provider shall ensure that the data received from the Bank and the reports or files to be sent to the Bank 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 the bank and the reports or files sent to the Bank.

6. AUTHORITY/CONFIDENTIALITY

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 the Bank'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.

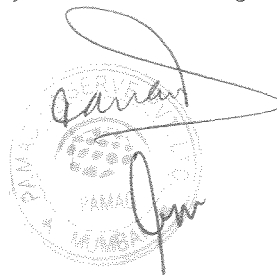
The Service Provider irrevocably agrees, undertakes and ensures that :

- 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 the Bank's business, to any third party unless such disclosure or publication is strictly required by law or specifically permitted by the Bank 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 the Bank for any loss / damage that may be caused to or suffered by the Bank due to such acts.

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

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

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



The Service Provider shall give an opportunity to the Bank for a period of three days to move the appropriate court in appeal to obtain a stay order, if the Bank so desires, against any orders of the court / regulator as mentioned in the foregoing.

7. SECURITY AND CONTROL PROCESSES:

The Service Provider hereby agrees to have sufficient security practices, control processes and checks in respect of the job/work/activity outsourced by the bank executed/handled at its premises or in the bank's premises on a regular basis.

The service provider shall monitor on regular basis and disclose any breaches in the security practices/processes and controls to the Bank.

The Bank 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.

In these eventualities, the Bank is liable to its customers for any damages and the service provider agrees to indemnify the bank for such losses/damages.

8. RIGHT OF BANK AND REGULATOR FOR INSPECTION AND AUDIT

The Service Provider shall, upon being required by the bank, allow any person authorised authorised by the bank or its Regulators (which means and includes the Reserve Bank of India (RBI), the Securities and Exchange Board of India (SEBI), National Securities Depositories Ltd. (NSDL) and/ or 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.

In case any information or documents are not readily available, the Service Provider shall furnish the same within a reasonable period of time.

The Service Provider shall, upon being required by the bank, 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

The Service Provider shall and undertakes to provide regular updates at such intervals as may be specified by the Bank with respect to the Services provided in terms of this agreement.

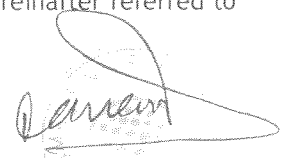
The Service Provider hereby agrees to ensure that high standards of care in performing the Services in terms of this agreement and the Bank has the right to intervene with appropriate measures to meet legal and regulatory obligations.

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 the Bank to assess and analyse the ability of the Service Provider to continue to meet its obligations under this agreement. The assessment of the Bank in this regard will be final and binding on the Service Provider.

11. INTELLECTUAL PROPERTY RIGHTS

As a part of this Agreement, the Bank as well as the Service Provider shall respect each other's intellectual property rights including without limitation, patent, copyright, trade/servicemark(s), trade names(s), trade secret(s) and logos. (hereinafter referred to as "the Intellectual Property Rights")



The Service Provider agree not to use or cause to be used the Intellectual Property Rights of the Bank in any communication to a third party without explicit written permission from the Bank.

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 the Bank.

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 the Bank all copyrights or other Intellectual Property Rights in such an event.

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 the Bank and shall continue to vest solely and absolutely in favour of the Bank.

The Service Provider further agrees that the name, trademark and/or logo of the Bank 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 the Bank in writing.

12. TAXES:

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.

The Bank 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 the Bank.

The Service Provider shall extend all the required co-operation in the defence of any claim/s by any authorities against the Bank with respect to any taxes and/or duties due and payable by, or under the authority of, the Service Provider.

This Para 12 shall survive the term and termination of this Agreement.

13. INSURANCE:

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.

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 the Bank 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. COMPUTER/SYSTEMS USE

If the rendering of the Services require the Bank to provide to the Service Provider any documents, the Bank may provide to the Service Provider the requisite documents, forms, papers, cards and other material to enable the Service Provider to provide the Services.

The Service Provider shall arrange to make the data entry as per the specifications that may be given by the Bank from time to time. The Service Provider shall provide/furnish to the Bank the necessary/relevant data and Management Information Reports as may be required by the Bank from time to time.

The Bank may, at its sole discretion, decide to facilitate connectivity between its computer systems with that of the Service Provider to facilitate transfer of data in electronic form for further processing at both ends.

It is expressly clarified that the Bank shall not be liable for any loss, damage or hardship caused to the Service Provider due to non-availability of the connectivity between its computer systems and the bank's computers for any reasons whatsoever.

15. GENERAL PROVISIONS

Paragraph Headings: Paragraphs headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.

Waiver: Failure by the Bank 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 the Bank as regards any subsequent action.

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.

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 the Bank and the Service Provider.

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 the Bank.

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 the Bank.

16. ASSIGNMENT AND SUB-CONTRACTING

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 the Bank, which permission may be denied by the Bank solely in the Bank's discretion.

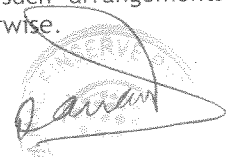
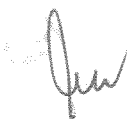
If such assignment is as a result of operation of any laws, then the Bank shall have the option on such assignment to forthwith terminate this Agreement and the Service Provider shall be liable to compensate the Bank for damages suffered by the Bank for what would otherwise have been the remainder of the agreed tenure of this Agreement.

The Bank 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.

17. 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 the Bank.
- b. the Bank 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 the Bank 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 the bank of such other assignments within a period of fifteen days from the date of securing such assignment/s.

18. 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 itself and cannot be changed or terminated orally. No modification of this agreement shall be binding unless communicated in writing and signed by the Bank and the Service Provider.

19. INDEPENDENT SERVICE PROVIDER

This agreement is on a principal to principal basis and does not create any employer-employee relationship.

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 the Bank and the Service Provider.

The Service Provider, the Company Staff or its agents have no authority to bind the Bank in any manner by any action / representation whatsoever.

20. SERVICE PROVIDER'S INDEMNITY

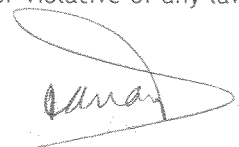
The Service Provider shall fully indemnify and hold harmless the Bank against any liability, loss or otherwise as provided in the Deed of Indemnity as per the proforma to be furnished by the Bank and the service provider agrees and undertakes to be bound by the terms of the said Deed of Indemnity.

The Bank 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.

21. TERMINATION AND CONSEQUENCES

Without prejudice to the provision of Clause 2 of this agreement, the Bank 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 the Bank, 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 the Bank, the interests of the Bank are jeopardised in any manner whatsoever.

Notwithstanding the aforesaid, this Agreement may be terminated by either party by giving the other party 90 days prior notice in writing as provided in this agreement for giving notices.

The provisions of this Article shall not preclude the Bank from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

The Service Provider shall upon termination of this Agreement forthwith hand over to the Bank all documents, material and any other property belonging to the Bank including any Confidential Information.

22. SURVIVAL OF PROVISIONS & RIGHTS

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.

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

23. 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.

24. ARBITRATION

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.

In case the dispute or differences are not settled amicably as provided in clause 24.1 above, the dispute / differences shall be referred to a single Arbitrator to be appointed by mutual consent between the Bank and the Service Provider and the award made in pursuance thereof shall be final and binding on the parties.

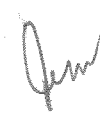
The Arbitration Proceedings shall be governed in by the Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted in English language and the venue of such Arbitration shall be in the City of Mumbai.

25. NOTICES:

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;

HDFC Bank Ltd.
HDFC BANK LTD.,
HDFC Bank House,
Senapati Bapat Marg, ,
Lower Parel, Mumbai - 400 013

Fax No as mentioned in Item No 6 of Schedule I attached hereto.



The Service Provider

At the address mentioned in Item No 4 of Schedule I attached hereto.

Fax Number as mentioned in Item No 7 of Schedule I attached hereto.

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

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.

SCHEDULE I

DETAILS OF THE AGREEMENT/SERVICE PROVIDER

1. Place of the Agreement: - Mumbai
2. Date of Agreement: 18th March 2013.
3. Name and constitution of the Service Provider: PAMAC Finserve Pvt. Ltd.
4. Registered office / place of businesss of the Service Provider: A-21, Shriram Industrial Estate,
13 G Ambekar Road, Wadala, Mumbai - 400 031.
5. Specialised services provided by the Service Provider:
6. HDFC Bank's Fax Number:
7. Service Provider's Fax Number: 022 - 2412 2256

SCHEDULE II

LIST OF SERVICES/SCOPE OF SERVICES DOCUMENT

Physical Verification of Communication Address involving:

- Existence of the account holder at the address
- Telephone nos. for the first holder

SCHEDULE III

JOB DEADLINES AND DOCUMENTATION STANDARDS

Rates

- ICL Rates Rs 65/- inclusive of service tax all pan India Location.
- OCL Rates Rs -150/- inclusive of service tax all Pan India Location
- Photo collection Rs. 25/- inclusive of service tax for New Delhi location.

TAT

1. Day 1 coordinator will forward consolidate details of all Branches to the CPV agency in soft copy latest by 4.00 pm.
2. Day 2 end of the day or Day 3 (before 10.00 am), Agency will forward soft copy and hard copy of the CPV to the Coordinator

Attempts

Second Attempt to be made whenever specifically asked for.
The request to be kept on record.

SCHEDULE IV

PROCEDURES

SCHEDULE V

CODE OF CONDUCT FOR THE COMPANY STAFF OF THE SERVICE PROVIDER EMPLOYED AT THE BANK 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 the Bank premises by the Service Provider at the Service Provider's expense.
- b. The Company Staff employed at the Bank premises shall observe and comply with all instructions given by or on behalf of the Bank's management and with the Bank's rules and regulations then in force.
- c. The Company Staff employed at the Bank premises shall maintain a high standard of dress and appearance during the working hours of the Bank.
- d. The Service Provider shall not damage or allow Company Staff to damage the area allotted to the Service Provider by the Bank. The Service Provider agrees to fully indemnify the Bank against any such loss or damage.
- e. On being requested by the Bank for any reasonable or bonafide reason, the Service Provider shall remove any person from employment at the Bank 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 the Bank only on production of the same.
- g. In event of breach of any rule/misconduct by the Company Staff, the Bank 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.



SCHEDULE VI

ADDITIONAL CONDITIONS, COVENANTS, UNDERTAKINGS OF THE SERVICE PROVIDER

The obligations mentioned herein below are in addition to and not in substitution of, the obligations of the Service Provider as provided in this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands unto this agreement on the 18th day, March and 2013 first hereinabove mentioned.

SIGNED AND DELIVERED by the within named
HDFC Bank Ltd. through the hand of
Mr. _____
in presence of:

Prashant Ashar

(Witness)

SIGNED AND DELIVERED by the within named
PAMAC Finserve Private Limited through the hand of its
Mr. Prashant Ashar, Director

in presence of:

mangesh Hande
Hande

(Witness)

[Signature]
For PAMAC FINSERVE PVT. LTD.
Authorised Signatory