

MASTER TERMS AND CONDITIONS

RBL BANK LIMITED
VER.122018

MASTER TERMS AND CONDITIONS

THESE MASTER TERMS AND CONDITIONS (together with all appendices, addenda, and schedules attached hereto as amended from time to time, this "**Agreement**"), effective as of by and between

_____ a duly incorporated and existing company under the Companies Act 1956/2013 with its registered office at _____ ("**Supplier**"), and

RBL BANK LIMITED, a company registered under the provisions of the Indian Companies Act, 1913 and existing under the provisions of the Companies Act, 1956 having its Registered Office at Shahupuri, Kolhapur - 416 001, India and Administrative Office at Mahavir 179/ E, Shri Shahu Market Yard, Kolhapur- 416 005 and Corporate Office at One India bulls Center, Tower 2, 6th Floor, 841, Senapati Bapat Marg, Lower Parel, Mumbai- 400 013, (hereinafter referred to as "**RBL**" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and assigns).

Supplier and RBL shall collectively be referred to as "**Parties**".

WHEREAS, the Supplier is in the business of providing certain services (collectively, the "**Services**"), as described in this Agreement and that may be agreed between the Parties vide Statement of Work for good and valuable consideration.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 Supplier shall provide to RBL, the Services specifically set forth in Statements of Work ('SOW') appended to this Agreement (as maybe amended from time to time) as Appendix - 2.
- 1.2 Supplier acknowledges and agrees that arrangement under the present Agreement is not exclusive and RBL may purchase such services from suppliers other than Supplier. Further, this Agreement does not guarantee any volume of availment of Services or rupee amount hereunder.

2. TERM

This Agreement shall commence on _____ (the "**Effective Date**") and shall continue in effect for a period of _____ years from such date (the "**Term**"), unless earlier terminated pursuant to Section 9 or unless extended for an additional Period or extended in writing by the Parties to this Agreement.

Comment [MR2]: Please define the duration of the agreement.

Comment [MR1]: Details of Supplier to be inserted including registered and corporate office.

3. STATEMENT OF WORKS

RBL may initiate a request for the Services by executing a SOW in the format appended as Appendix 2 specifying the Service desired and the RBL locations (the "**Location**") where such Services are to be initiated. Notwithstanding any pre-printed / pre-determined terms or conditions in the SOW of the Supplier, the terms and conditions of this Agreement shall apply to and govern all SOWs accepted by Supplier hereunder, except that SOWs may include other terms and conditions which are consistent with the terms and conditions of this Agreement, or which are mutually agreed to in writing by RBL and Supplier. Supplier shall ensure compliance with all requirements of RBL included in the SOW with reference to monitoring mechanisms, service levels, turnaround time and penalties for default.

4. TERMS OF PAYMENT

- 4.1 RBL agrees to pay Supplier in respect of the Services to be provided hereunder the amounts set forth in the SOWs and made a part. Invoices shall be consolidated and submitted by Supplier on a monthly basis and shall be due and payable not earlier than the 30th day from receipt of the invoice by RBL. There will be no late payment service charge of any kind. RBL may, upon notice to Supplier, withhold payment for Services that fails to meet the minimum performance standards set forth in the SOW and/or question any items invoiced to RBL. Such non-payment shall not constitute a default or breach of this Agreement. In the event of any dispute between RBL and Supplier with respect to the invoiced Services or other related matters, RBL shall pay the

undisputed amount and RBL and Supplier shall promptly seek to resolve the disputed matters.

- 4.2 Supplier agrees that if an invoice is not presented within 90 days from the date of the transaction, RBL shall be released and discharged from any liability to make any payment for those specific Services. RBL agrees that if it does not present to the Supplier any claim for over charges within 90 days from the date of receipt of invoice, Supplier shall be released and discharged from any liability to repay monies in relation to the over charges.
- 4.3 Supplier agrees that the prices and charges established under this Agreement shall not exceed the most competitive commercial prices and charges offered or imposed with respect to similar services provided to other Supplier customers and in the industry. If, during the Term of this Agreement, Supplier offers or accepts lower prices for similar services involving other Supplier's customers under similar terms and conditions, Supplier shall so notify RBL and shall thereafter charge RBL for the Services based upon such lower prices or charges. The prices or charges set forth in the compensation provisions in the SOW shall be deemed to be amended as soon as possible to incorporate such lower prices or charges upon notification to RBL from Supplier. Without limiting the generality of the foregoing, if during the Term of this Agreement there is any decrease in the prices or charges applicable to the Services due to a change in applicable laws, regulations, or tariffs, RBL shall have the right to renegotiate the prices and charges set forth herein.
- 4.4 Supplier shall be responsible to pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of Services under this Agreement, and hereby indemnifies, defends and holds harmless RBL and their respective shareholders, directors, officers, employees and agents, from any and all liability that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments, or deductions, including, among other things, any penalties and interest thereon assessed by any federal, state or local government authority against RBL and all costs and expenses including attorney's fees incurred in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will RBL be responsible for

any taxes based on Supplier's net income or gross receipts, or other such taxes based on Supplier doing business in any particular jurisdiction.

- 4.5 The Supplier shall make the required payments under applicable Goods and Service Tax ('GST') law and related rules and regulations with reference to the Services rendered under this Agreement. The Supplier shall file timely GST returns as mandated under applicable laws quoting RBL Goods and Service Tax Identification Number ('GSTIN') to enable RBL to claim all the available benefits including but not limited to input credit under prevalent GST law. If the Supplier fails to pay and file the GST returns as per the timelines mandated under applicable laws due to which RBL is unable to claim input credit for such GST amounts, then the Supplier shall pay to RBL, the amount as it would have been available to RBL Bank on account of timely filing of the GST return by the Supplier.
- 4.6 Notwithstanding anything herein to the contrary, this Section 4 shall survive the termination of this Agreement, including, without limitation, survival beyond the period of limitation for extensions in regard to taxes.
- 4.7 All invoices shall be numbered and dated and Supplier agrees not to repeat the invoice number for at least a seven (7) year period. Each Invoice shall contain, at a minimum, the following information:
- (a) The time period covered by the invoice
 - (b) An itemized listing of Services provided and the costs associated therewith by RBL.
 - (c) Sub-totals
 - (d) Taxes where applicable
 - (e) Details required as per GST Laws
 - (f) Additional information reasonably requested by RBL from time to time

5. RETROACTIVE ADJUSTMENT

In the event that Supplier or any direct or indirect subsidiary or affiliated company of Supplier, any Supplier dealer, any Supplier sub-contractor, any entity directly or indirectly controlling or controlled by Supplier, or any person under direct or indirect common control with Supplier (a "**Supplier Affiliate**") shall have provided Services to RBL which are similar or functionally equivalent to the Services which would have been supplied pursuant to this Agreement on or following the Effective Date, and the prices charged by Supplier or such

Supplier Affiliate were greater than the respective prices therefor set forth in the compensation terms agreed, Supplier shall provide a credit to RBL against amounts otherwise due hereunder in the amount of such difference.

6. REPRESENTATIONS AND WARRANTIES

Supplier represents warrants and further covenants that:

- 6.1 The Services, including all components thereof, including the contained intellectual property and their specifications, and any other materials, including updates and revisions of the foregoing, provided pursuant to this Agreement, do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third-party.
- 6.2 The Services provided hereunder shall be performed by Supplier and its personnel in a professional manner by qualified personnel, trained and skilled in the performance of the specific services involved.
- 6.3 Supplier has and shall have the requisite equipment and licenses for provision of the Services under this Agreement and that such equipment shall be adequately insured, in compliance with the applicable law and such licenses valid at all times.
- 6.4 The Supplier shall comply and has complied with all applicable law and that RBL shall have no obligation to verify whether or not the Supplier has acted in accordance therewith.

7. CONFIDENTIAL INFORMATION

- 7.1 While providing the Services under this Agreement, Supplier may have access to confidential or proprietary information regarding RBL and related business entities (the "Information"). Supplier acknowledges the proprietary and sensitive nature of the Information, and the importance of maintaining the secrecy and confidentiality of such Information. The Supplier shall ensure that Information shall be segregated from other information in possession of the Supplier. The Information includes but is not limited to (i) proprietary and confidential matters concerning RBL's security arrangements, financial information, technical data and any information relating to the pricing, methods, processes, lists,

research, development or related information to which Supplier has gained access, compiled, procured, generated in connection with this Agreement; (ii) information from time to time in the possession or custody of RBL belonging to its customers or other users of services from time to time provided by RBL, including, without limitation, the names of customers and the nature of their accounts; and (iii) information from time to time in the possession or custody of RBL belonging to its vendors or other suppliers of services from time to time provided to RBL. Supplier agrees that it shall not, without the prior written consent of RBL, disclose any such Information to any third party, either orally or in writing, unless such disclosure is mandated by applicable law, subject to clause 7.6.

- 7.2 Without limiting the generality of the foregoing, Supplier hereby agrees and undertakes that it will not, and will covenant all of its employees, servants, agents and contractors not to do anything which will cause RBL or any of its customers or affiliates to violate any terms of this Agreement. Supplier shall procure the execution of the Confidentiality and Banking Secrecy Undertaking in the form specified in Appendix 1 by each of the personnel appointed or to be appointed to perform the Services or part thereof for and on behalf of Supplier. This Section does not apply to information which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach hereof). Supplier agrees to implement security measures that are designed to safeguard information of RBL.
- 7.3 All documents and things submitted, including, without limitation, financial statements, shall belong to RBL absolutely and Supplier shall, while the same is in its possession, hold the same in trust for RBL and shall deliver the same forthwith upon request. Supplier's obligations under this Section shall continue after the termination of this Agreement.
- 7.4 Supplier (i) shall not, without RBL's prior written consent, disclose the Information in any manner except as expressly authorized by this Agreement, (ii) shall treat Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care, (iii) shall prevent disclosure of Information to unauthorized parties, and (iv) shall maintain adequate security measures to safeguard the information from unauthorized disclosure, access, use and

misappropriation. Supplier shall notify RBL immediately of any loss or unauthorized disclosure or use of Information that comes to its attention. Upon demand, or upon the termination of this Agreement, the Parties shall comply with each other's instructions regarding the disposition or return of the Information in its possession or control.

7.5 The Parties agree that any unauthorized use or disclosure of Information by Supplier may cause immediate and irreparable harm to RBL for which money damages may not constitute an adequate remedy. In such event, the Parties agree that RBL may seek injunctive relief as appropriate.

7.6 If Supplier is directed by court order or other legal, quasi-legal or regulatory agency's request or similar process to disclose any Information, Supplier shall notify RBL in writing in accordance with the provisions of Section 19, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, legal, quasi-legal or regulatory agency's request or similar process, in order to permit application by RBL for an appropriate protective order.

7.7 Notwithstanding anything herein to the contrary, this Section 7 shall survive termination of this Agreement.

8. INDEMNIFICATION

8.1 The Supplier hereby agrees to indemnify and hold RBL and its officers, directors, shareholders, employees, consultants, subcontractors or agents harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs to which RBL may be subjected:

- by virtue of a breach of the representations and warranties made by the Supplier,
- by virtue of any finding related to the terms of this Agreement and/or to the Services required to be provided under the terms of this Agreement,
- by virtue of any contravention and/or non-compliance on the part of the Supplier with any laws, ordinance, regulations and codes as may be applicable from time to time,

- on account of any act, commission or omission attributable to the improper handling of RBL's property or to the negligence of any person of the Supplier, which has resulted whether on account of breach of any of the conditions of this Agreement by the Supplier and/or its employees or otherwise,

- on account of any improper disclosure of Information.

- on account of any act of negligence, misfeasance or fraud,

and undertakes to fully compensate RBL.

8.2 The provisions of this Section shall be without prejudice to any other rights available to RBL. In this regard, RBL's estimation of claim or loss caused would be final and binding on the Supplier.

8.3 Notwithstanding any other provisions of this Agreement, in no event shall RBL be liable to the Supplier for lost profits or revenues, consequential or similar damages arising out of or in connection with the services, materials or assistance provided under this Agreement, or for any claim made by RBL on the Supplier.

9. TERMINATION

9.1 RBL shall have the right to terminate this Agreement for its convenience at any time, with or without cause, during the Term of this Agreement upon thirty (30) days' prior written notice (the "Notice Period"). Neither party shall incur any liability arising out of any termination as provided for in this sub-section, except for Services previously provided hereunder prior to such termination. During the Notice Period, Supplier shall only provide Services, and RBL will only pay for Services, in accordance with unrevoked RBL instructions pursuant to this Agreement. Supplier shall, at RBL's discretion, provide any Services ordered during the Notice Period in accordance with the terms and conditions of this Agreement. Each party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

9.2 Either party may terminate this Agreement, effective upon written notice to the other party, upon an Event of Default under this sub-section

9.3 of this Agreement. Such right of termination shall be immediate and without prejudice to any other rights and remedies that either party may have at law or in equity for damages or otherwise. Upon the expiration or termination of this Agreement for any reason, each party shall, at the other's election, either promptly return or destroy all confidential information of the other party, and shall destroy or, if applicable, erase any remaining copies of all such confidential information, including any electronically stored copies. An authorized officer of a party hereto shall, upon another party's request, certify in writing to such return and destruction and that no copies of such Information have been retained.

9.3 Any one or more of the following shall constitute an **"Event of Default"** hereunder:

9.3.1 Either party to this Agreement fails to perform or observe any material obligation set forth herein in any material respect which remains uncured after fourteen (14) days' written notice; or

9.3.2 Any representation or warranty contained herein is false or misleading in any material respect as of the date made or deemed to have been made; or

9.3.3 Either party shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, corporation or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of such party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iii) make a general assignment for the benefit of creditors, or (iv) fail generally to pay its debts as they become due, or (v) take any corporate action to authorize any of the foregoing; or

9.3.4 An involuntary case or other proceeding shall be commenced by persons that are not bound or affected by this Agreement against a party seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order is entered by a court of competent jurisdiction affecting substantially all of the property or affairs of the other party against which proceedings have been commenced under bankruptcy, insolvency or other similar laws as now or hereafter in effect and such order shall remain undismissed and unstayed for a period of 60 days.

10. POST-TERMINATION OBLIGATIONS

Commencing upon notice to Supplier of expiration or termination of this Agreement and continuing through the effective date of expiration or termination, Supplier will provide to RBL reasonable termination assistance requested by RBL to allow the use of Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of this Agreement as desired by RBL. If requested by RBL, Supplier will reasonably cooperate with a third party supplier in connection with the preparation and implementation of a transition plan by such third party or RBL upon the termination or expiration of this Agreement.

11. LIMITATION OF LIABILITY

11.1 In no event shall RBL be liable to the Supplier for special, incidental, indirect or consequential damages, damages from loss of use, data, profits, or business opportunities, or failure to achieve cost savings, in contract, tort or otherwise, even if RBL shall have been advised in advance of the possibility of such loss, cost or damages, arising out of or in connection with this agreement.

11.2 Neither RBL nor any of its respective officers, directors, shareholders, employees, consultants, subcontractors or agents shall have any liability whatsoever for any losses or expenses of any nature suffered by the Supplier, its employees, agents or representatives arising directly or indirectly from any act or omission of the Supplier or its employees, agents or representatives hereunder.

11.3 Neither RBL nor any of its respective officers, directors, shareholders, employees, consultants, subcontractors or agents shall have any liability whatsoever for any injury to Supplier, its employees, agents or representatives suffered while on RBL's premises, except those which directly result from the gross negligence or wilful misconduct of the employees of RBL, as held in a final, non-appealable order of a court of competent jurisdiction.

12. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences. The party claiming such force majeure condition shall notify the other party as promptly as practicable after such party becomes aware of the occurrence of such force majeure condition. If there is any such delay, then the periods for the completion of the Parties' obligations hereunder shall be automatically extended by the period of such delay. Notwithstanding the foregoing, RBL may terminate this Agreement in the event that Supplier is unable to fulfill its obligations pursuant to this Agreement because of such excusable delays which continue in effect for thirty (30) consecutive days. Notwithstanding the provisions hereof, in every case, the party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent of such delay or failure.

13. NON-SOLICITATION

Supplier may not solicit RBL or its respective officers, directors, employees or representatives for any purpose. Any unauthorized solicitation or publication may constitute grounds for termination by RBL of this Agreement. Supplier may not use the name, trademark or logo of RBL in any sales, marketing, press release, advertisement or other publication, and shall not make any public statement relating to RBL without prior written consent of RBL.

14. INSPECTION AND RIGHT TO AUDIT

14.1 The Supplier shall keep complete and accurate records of all operations and expenses in connection with the Services. All said records shall be kept on file by the Supplier for a period of eight (8) years from the date the record is made, and in any event, shall not be excised without first having duly and adequately and timely informed RBL.

14.2 The Supplier shall, upon reasonable notice, allow RBL, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing, the Supplier's operations and business records which are directly relevant to the Services, and financial agreements, its balance sheet and profit and loss account and audit reports, and all other documents which the Supplier may be called upon to produce for the purposes of ascertaining the financial viability of the Supplier.

On receipt of a reasonable notice from RBL, the Supplier shall provide access to and make available to any of RBL's officers / employees/ management or internal / external auditors/regulators of RBL, the necessary records for inspection / examination / audit, and co-operate to the fullest extent so as to clarify on any activities and to assure a prompt and accurate audit related to the scope of Services as mentioned in the respective SOWs.

14.3 The Supplier shall co-operate with RBL's internal or external auditor and regulators to assure a prompt and accurate audit. The Supplier shall also co-operate in good faith with RBL to correct any practices which are found to be deficient as a result of any such audit, within a reasonable time after receipt of the RBL's report. Such audits or reviews will be at the expense of RBL. However, if the audit discovers discrepancies or overcharges, then upon completion of such audit or review, the Supplier shall be bound and liable to reimburse to RBL such discrepancies or overcharges and for the cost of the audit.

15. INDEPENDENT CONTRACTOR

Supplier shall provide Services to RBL as an independent contractor on a non-exclusive and principal to principal basis and nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent between the Parties hereto or any of their affiliates,

subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. Supplier acknowledges that the Services provided are solely within its control, and neither Supplier nor any Supplier representatives, agents or subcontractors will hold itself out as anything but an independent contractor to RBL. Supplier agrees to indemnify and hold RBL harmless from any loss, claim, damage, costs or expense of any kind, including reasonable attorney's fees and court costs, to which RBL may be subjected to by virtue of any finding related to an employment, partnership or joint venture relationship between Supplier or any of its representatives, agents or subcontractors and RBL. Supplier agrees that upon hiring any persons, Supplier shall, at that time, clearly convey to such person that Supplier, and not RBL, is the employer of such persons. Notwithstanding anything herein to the contrary, this section shall survive the termination of this Agreement.

16. COMPLIANCE WITH PROCEDURES

- 16.1 Supplier agrees that it will comply with all of RBL's standard physical security procedures, codes of conduct and policies as are applicable to RBL employees at RBL locations where Supplier and its employees, subcontractors and agents are performing work. While working on RBL's premises, Supplier and its employees, subcontractors and agents shall observe the working hours, security measures, policies and holiday schedules of RBL. The Supplier agrees that the policies mentioned herein is not a comprehensive list of policies and RBL may require the Supplier to comply with policies and procedures as maybe amended from time to time at its own cost in the course of provision of services. If the Supplier has internal policies which comply with the standards prescribed by RBL for information security, data protection, security, codes of conduct and related policies, then the Supplier shall provide RBL an undertaking in writing to the effect.
- 16.2 Supplier represents that it maintains comprehensive hiring policies and procedures for any technical support personnel dispatched to a RBL's premises, which include, among other things, a background check for criminal convictions to the extent permitted by law. Supplier further represents that, through its hiring policies and procedures, it endeavors to hire the best-qualified candidates with appropriate character and honesty.
- 16.3 Any violation of the provisions of this Section may be deemed a material non-compliance with the obligations of Supplier under this Agreement and thereby subject to default as set forth in Section 9 hereof.
- 16.4 If requested by RBL, the Supplier shall provide all information in its possession with reference to customer complaints received by and addressed to the Bank.

17. INSURANCE REQUIREMENTS

- 17.1 The Supplier shall maintain, at its sole expense, throughout the tenure of this Agreement, insurance coverage, including but not restricted to, comprehensive general liability insurance plan covering bodily harm, injury, death of all individuals employed / assigned by Supplier to perform the Services; fidelity insurance plan protecting against employees / personnel dishonesty, theft, robbery, forgery, alteration of documents, and/or any other dishonest or mala-fide acts on the part of employees or representatives; workmen compensation insurance plan in respect of all individuals employed/assigned by the Supplier to perform the Services and/or; such other insurance that may be required by RBL, including for loss or damage to property howsoever caused.
- 17.2 The Supplier further undertakes, at its sole expense, to provide for insurance of all property used, individuals, employees, agents or persons assigned to perform the Services under this Agreement, as may be required by RBL, upto such limits, as may be specified by RBL.
- 17.3 The Supplier shall accede to the RBL's requirements in relation to insurance, including in respect of loss payee specification.
- 17.4 RBL shall have no liability whatsoever for any loss or injury to any property or any individual assigned to perform the Services under this Agreement or otherwise, including while on RBL premises or anywhere else, including any liability that may arise as a result of malfunction of any equipment or otherwise howsoever.
- 17.5 Upon the request of RBL, the Supplier

undertakes to provide such documentary proof of compliance in relation to insurance as may be required by RBL or its auditors, regulators or by any authorities.

- 17.6 The Supplier agrees to replace any coverage prior to the date of cancellation. RBL may, at its election, terminate this Agreement upon the failure of Supplier, or notification of such failure, to maintain the required insurance coverage.

18. SUB-CONTRACTING

- 18.1 Supplier may not sub-contract the performance of any of its obligations hereunder without the prior written consent of RBL. Approval of any contractor or sub-contractor by RBL shall not constitute a superseding event or waiver of any right of RBL to reject work which is not in conformance with the standards set forth in this Agreement, and does not constitute nor imply authorization of expenses in excess of budgets.
- 18.2 To the extent that Supplier sub-contracts to third parties any of its obligations set forth in this Agreement, Supplier shall remain fully responsible for such obligations and for all acts or omissions of its sub-contractors or agents. Nothing in this Agreement shall be construed to create any contractual relationship between RBL and any sub-contractor, nor any obligation on the part of RBL to pay or see to the payment of any money due to any sub-contractor, except as may be otherwise required by law.

19. NOTICES AND CONTRACT REPRESENTATIVES

All notices, demands, and other communications hereunder shall be in writing, and shall be deemed given to the other party when delivered by personal delivery, regular or certified mail, or messenger or courier services with proof of delivery. For purposes of this Agreement, mail notices shall be deemed given upon seventy-two (72) hours following deposit in the mail or postage pre-paid. Either party may, by notice, specify a different person or address than the person listed below.

Contract Representatives:

Supplier

Name:
Title:
Address:
Telephone:
Facsimile:

RBL Bank Limited

Name:
Title:
Address:
Telephone:
Facsimile:

Comment [MR3]: Please insert relevant internal SPOC Details. Kindly ensure that any notices relevant to the terms and conditions of the agreement should be immediately shared with Legal.

20. NON-SUBORDINATION

The Supplier will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this Agreement or the provision of services hereunder. Supplier represents and warrants that none of RBL's officers, directors, employees or immediate family members thereof (collectively, "**RBL Personnel**") has received anything of value of any kind from it, or its officers, directors, employees or agents in connection with this Agreement; and that no RBL Personnel has a business relationship of any kind with its officers, directors, employees or agents.

21. ASSIGNMENT

- 21.1 The Supplier may not assign this Agreement or any of its rights and obligations hereunder, without the prior written consent of RBL; any such attempted assignment shall be null and void.
- 21.2 Notwithstanding anything contained in the terms of this Agreement, the Supplier shall ensure that such subagent, sub-contractor, assignee or transferee, as the case may be, under the provisions of this clause as agreed under this Agreement, are bound by the terms of this Agreement
- 21.3 If such assignment is as a result of operation of any laws, then RBL shall have the option on such assignment to forthwith terminate this Agreement.
- 21.4 RBL 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 Supplier.

22. PROPRIETARY RIGHTS

- 22.1 All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "**Materials**") of any nature whatsoever produced by, for, or as a result of, any

of the Services, and all copies of the foregoing, shall be the sole and exclusive property of RBL, and such Materials shall be deemed "works made for hire," of which RBL shall be deemed the author. Supplier shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be "works made for hire," Supplier hereby irrevocably grants, assigns, transfers and sets over to RBL all right, title and interest of any kind, nature or description in and to the Materials, including copyrights and any other intellectual property rights therein.

- 22.2 In all source code modules and on all reports, diskette labels, software screens, flowcharts, and diagrams contained in the Materials, the following copyright notice shall be placed by Supplier as per RBL instructions:

"All rights reserved"

- 22.3 Supplier shall execute all documents, and at RBL's expense take all other actions requested by RBL, to assist RBL in perfecting and enforcing its rights in connection with the registration of patent and/or copyrights or any other statutory protection in the Materials and other work products.
- 22.4 Supplier warrants that all Materials developed under this Agreement shall be Supplier's own work. Supplier may not include in the Materials any information, data, reports, studies, object modules, executables, source code, flow charts, diagrams or other tangible or intangible materials that existed prior to the commencement of the work hereunder ("**Pre-existing Materials**") except those Pre-existing Materials which are owned by the Supplier or RBL, or those to which Supplier has all requisite right and authority, by license or otherwise, to use on behalf of and license to RBL. Supplier shall identify any such Pre-existing Materials upon delivery of the Materials to RBL. Supplier hereby grants to RBL (1) an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform and distribute (internally and externally) copies of, and prepare derivative works based upon, such Pre-existing Materials, and (2) the right to authorize others to do any of the foregoing in connection with RBL's business.

23. PUBLICITY

- 23.1 Supplier agrees not to make any public disclosure, except as may be required by applicable law, relating to RBL or relating to or arising under this Agreement, without obtaining the prior written consent of RBL. Any unauthorized publication may result in termination of this Agreement for default as set forth in Section 9 hereof.

- 23.2 Supplier shall not use and shall keep its employees, agents and subcontractors from using the name, trademark or logo of RBL in any sale, marketing publication, advertisement, or other publication and shall not make, or let its employees, agents or subcontractors make, any public statement relating to RBL without prior written consent of RBL. Neither Supplier nor its employees, agents or subcontractors shall use the letterhead of RBL without RBL's prior written consent.

24. CORPORATE AUTHORITY/FURTHER ASSURANCES

Each party represents it has taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish the other party with satisfactory evidence of same upon request. Each party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the effective execution of the transactions contemplated hereby, and shall continue to do so during the Term of this Agreement.

25. DISPUTE RESOLUTION

- 25.1 In the event of any dispute or disagreement between the Parties hereto either with respect to the interpretation of any provision of this Agreement or with respect to the performance by Supplier or by RBL of its duties hereunder, each of the Parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.
- 25.2 In the event that Supplier is involved in or intends to file any dispute or litigation against RBL the Supplier shall deliver to RBL a written notice in this regard. Any dispute arising out of or relating to this

Agreement shall be subject to the provisions of Clause 28.

26. COMPLIANCE WITH LAWS

- 26.1 Each party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the Services to be provided hereunder. If at any time during the Term of this Agreement, a party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.
- 26.2 Without limiting the generality of the foregoing, Supplier has and will maintain the necessary licenses and permits to provide the Services hereunder. Supplier agrees to indemnify, defend and hold harmless RBL from any costs (including attorneys' fees and court costs), penalties, or other losses caused by, or related to, any violation or breach of this provision by Supplier, or any of its employees, agents or subcontractors.

27. SUCCESSORS

This Agreement binds the successors and assigns of the respective Parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both Parties.

28. GOVERNING LAW AND JURISDICTION

This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India. The Parties hereby submit to the exclusive jurisdiction of the courts of Mumbai.

29. BUSINESS CONTINUITY AND DISASTER RECOVERY

The Supplier at its own cost, shall maintain a Business Continuity Plan ('BCP') and Disaster Recovery Plan ('DR')

that ensures the continuation of services pursuant to the Agreement, if an incident (event, act or omission) threatens to impair or disrupt the Suppliers performance under this Agreement. The Supplier agrees to provide and fund its BCP and DR capabilities commensurate with the sensitivity of the services being performed by the Supplier as is required by the applicable regulations.

The Supplier agrees to deliver and/or make available for onsite review and to meet with RBL to review the Suppliers BCP and DR systems and capabilities. The Supplier will maintain and exercise the BCP and DR drills at regular intervals (no less frequently than annually). The Supplier will comply with all the BCP and DR requirements during the term of this Agreement and will promptly revise its BCP and DR to conform to new regulations, if applicable.

30. ANTI CORRUPTION AND ANTI BRIBERY PROVISIONS

Neither the Supplier nor any of its Related Parties, Associate Companies (as defined in the Companies Act, 2013 amended from time to time) or Supplier Affiliates shall or has, in relation to the transactions the subject of this Agreement or otherwise made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any entity or other person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; or (ii) violate the anti-bribery, anti-corruption and money-laundering laws and obligations or any other applicable Law as maybe enacted from time to time.

31. DATA PRIVACY OBLIGATIONS

The Supplier shall comply with all Data Protection Legislation and such compliance shall include, but not be limited to, maintaining a valid and up to date registration or notification (where applicable) under the Data Protection Legislation.

For the purpose of this Agreement,

"Data Protection Legislation" means the legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):

- a. the Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") and any other applicable rules framed thereunder;

b. all other banking industry guidelines (whether statutory or non-statutory) or codes of conduct relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual issued by any regulator to RBL; and

c. any other Applicable Law solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual.

"Personal Data" shall have the same meaning as ascribed to the term 'Sensitive Personal Data or Information' under the Privacy Rules (as amended from time to time).

The Supplier shall only undertake the processing of Personal Data that is reasonably required in connection with the performance of its obligations under this Agreement; and in accordance with the RBL written instructions. The Supplier shall comply with all reasonable procedures and processes notified by RBL from time to time. The Supplier shall not process or transfer any Personal Data outside India without the prior written consent of RBL.

The Supplier shall at all times have appropriate technical and organizational measures in place acceptable to RBL:-

- to prevent unauthorized or unlawful processing of any Personal Data;
- to protect any Personal Data against accidental loss, destruction or damage;
- to ensure the reliability of its employees/contractor having access to the Personal Data;

On RBLs reasonable request, the Supplier will provide a detailed, written description of the measures undertaken by the Supplier and the Supplier's compliance with those measures and allow RBL to access to the Supplier's premises to inspect its procedures for the processing of Personal Data;

The Supplier shall not sub-contract to any third party any of its obligations to process Personal Data on behalf of RBL. The Supplier has provided the Bank with such information as RBL may require to ascertain that such sub-contractor has the ability to comply with the provisions of this Agreement and the Supplier has obtained the prior written consent of the Bank; and the proposed sub-contractor has entered into a contract with RBL substantially upon the terms of this clause;

Upon expiry or termination of this Agreement for any reason the Supplier shall immediately return, or at RBLs option, destroy any Personal Data held by it or its Supplier

Personnel or subcontractors and issue a confirmation of compliance in this regard to RBL.

32. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision(s).

33. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

34. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

35. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

35.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

35.2 A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

36. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, authorized officers of the Parties hereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED)
1. Signature of the Authorized person)
by the withinnamed RBL,)

2. Affix Name and Title Stamp)
hrough its Authorized)

Signatory in the presence of)
1. (Name))
1. Signature)
2. (Name))
2. Signature)

SIGNED, SEALED AND DELIVERED)
1. Signature of the Authorized person)
by the withinnamed _____.)

2. Name and Title of the Authorized Person)
through its Authorized Signatory in the)
presence of)

1. (Name))
1. Signature)
2 (Name))
2. Signature)

Comment [MR4]: Include signatory names and details

APPENDIX 1**Confidentiality and Banking Secrecy Undertaking**

To: RBL BANK LIMITED

Dear Sirs

We/I hereby unconditionally and irrevocably undertake to observe the covenants and provisions of confidentiality and secrecy set out in the Agreement made between RBL and the Supplier dated [insert date]. We/I hereby acknowledge and confirm that [we are/ I am] fully informed and aware of the full scope of the undertaking of confidentiality and secrecy in the Agreement.

IN WITNESS WHEREOF we/I have executed this Confidentiality and Banking Secrecy Deed on the day of 201__.

SIGNED, SEALED and DELIVERED by

[Signed by Supplier]

Name:

Title:

In the presence of

[Signed by RBL]

Name:

Title:

Appendix 2
STATEMENT OF WORK FORMAT

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