**{{ e\_stamp }}**

**SERVICE AGREEMENT**

This Service Agreement (“**Agreement**”) is made and executed on this **{{ format\_date(agreement\_date, format='dd-MMM-yyyy') | upper }}** at **AHMEDABAD**

**BY AND BETWEEN**

**RATNAAFIN CAPITAL PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 and registered as Non-Banking Financial Company with the Reserve Bank of India, and having its registered office at 201, 202, Shilp Aperia, Nr. Landmark hotel Iscon- Ambali Road, Bodakdev Ahmedabad Gujarat 380052 IN (hereinafter referred to as “**RCPL**” which expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors in interest and assigns) of the **ONE PART**;

**AND**

**{% if type\_of\_dsa == “Individual” %}**

**{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}** an Indian inhabitant, residing at **{{ borrower.address.on\_one\_line() }},**hereinafter referred to as the “**Service Provider**” or “**Direct Selling Agent**”, or **“DSA”** or “**Direct Sales Associate**” which expression shall, include his/her/its/their respective heirs, executors, administrators and legal representatives *(where the Service Provider is an individual) of the Other Part*,

{% elif type\_of\_dsa == “Proprietorship Firm” %}

**{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}, Proprietor/Proprietress of {{ borrower\_company }}** having its office or residing at **{{ borrower.address.on\_one\_line() }}*,***hereinafter referred to as the “**Service Provider**” or “**Direct Selling Agent**”, or **“DSA”** or “**Direct Sales Associate**” which expression shall include, the sole proprietor, his/ her heirs, administrators and executors *(where the Service Provider is a proprietorship concern),* successors in interest and permitted assigns the Other part;

{% elif type\_of\_dsa == “Partnership Firm” %}

**{{ borrower\_company }}** a partnership firm, having its office at **{{ borrower.address.on\_one\_line() }}**, hereinafter referred to as the “**Service Provider**” or “**Direct Selling Agent**”, or **“DSA”** or “**Direct Sales Associate**” which expression shall include, the partner(s) for the time being and from time to time of the partnership firm, the survivor(s) of them and the heirs, executors, administrators, legal representatives and successors of the partners *(where the Service Provider is a partnership firm), of* the Other part;

{% elif type\_of\_dsa == “Limited Liability Partnership (LLP)” or type\_of\_dsa == “Private Limited Company” or type\_of\_dsa == “Public Limited Company” or type\_of\_dsa == “Corporate Body” %}

**{{ borrower\_company }}**({% if type\_of\_dsa == “Limited Liability Partnership (LLP)” %}{{ llpin }}{% else %}{{ cin }}{% endif %}), having its [office/principal place of business/registered office] at **{{ borrower.address.on\_one\_line() }}**,hereinafter referred to as the “**Service Provider**” or “**Direct Selling Agent**”, or **“DSA”** or “**Direct Sales Associate**” which expression shall includes successors in interest and permitted assigns *(where the Service Provider is a company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or the Limited Liability Partnership or any other body corporate)*

**{% endif %}**

RCPL and the Service Provider are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

# WHEREAS:

1. RCPL is a Non-Banking Financial Company registered with the Reserve Bank of India and is *inter alia* engaged in the business of extending credit facilities in the form of business loan, channel finance, loan against property, finance for solar and energy saving equipment, personal loan, school fee discounting, other loan, etc.
2. RCPL intends to appoint Direct Sales Associates/Agent/DSA/Service Provider for marketing/selling of its various financial products and schemes including but not limited to loan against property (**“Product”**).
3. The Service Provider is engaged in the business of sales / marketing / distribution / recovery of third party’s financial products.
4. The Service Provider has approached RCPL and represented that it has adequate infrastructure, expertise, resources and organizational capacity required to fulfill its obligations as a direct sales associate of RCPL, and accordingly, the Service Provider requested RCPL for its appointment as direct sales associates of RCPL to provide the services specifically described in Part 1 of Schedule A to this Agreement (hereinafter referred to as the **“Services”**).
5. RCPL, relying upon the representations and warranties, indemnity and other covenants of the

Service Provider, has agreed to appoint the Service Provider on principal to principal arrangement for providing the Services including sales/ marketing/ distribution of RCPL’s schemes and financial Products and such other services as set forth in Part 1 of Schedule A to this Agreement for the Territory (as defined in Part 2 of Schedule A to this Agreement).

# NOW IT IS AGREED AND DECLARED BY THE PARTIES AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**
2. **Definitions**

For the purpose of this Agreement, the following terms shall have the meanings set out below:

1. **“Agreement”** or “**this Agreement**” means this Service Agreement, as may be amended, supplemented or replaced or otherwise modified from time to time and shall include any document which amends, supplements, replaces or otherwise modifies this agreement, together with the recitals and all the Schedules attached hereto.
2. **“Applicable Laws”** refers to any Indian statute, law, regulation, treaty, ordinance, rule, determination, notification, rule of common law, order, decree, injunction, judgment, award of an arbitrator, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, or any of the foregoing having the force of law by any authority having jurisdiction over the matter in question, whether in effect as of the date of execution of this Agreement or thereafter.
3. **“Business Day”** shall meanthe day (save and except for Saturday, Sunday and public holidays) on which RCPL is open for operation during business hours in New Delhi, India.
4. **“Code of Conduct”** shall have the meaning ascribed to it in Clause 15.1.
5. “**Confidential Information**” shall have the meaning ascribed to it in Clause 16.1.
6. **DSA”** or **“Direct Sales Associate” or “Direct Selling Agent”** shall have the same meaning ascribed to it in title clause.
7. **“Extended Period”** shall have the meaning ascribed to it in Clause 4.1.
8. **“Fees”** means the amount payable by RCPL to the Service Provider as agreed**.**
9. **“RCPL”** shall have the same meaning ascribed to it in title clause.
10. **“Indemnified Party”** shall have the meaning ascribed to it in Clause 6.42.
11. **“Initial Term”** shall have the meaning ascribed to it in Clause 4.1.
12. **“Order”** shall have the meaning ascribed to it in Clause 2.2.
13. “**Product**” shall have the meaning ascribed to it in Recital (b).
14. **“RBI”** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.
15. **“Services”** means the services to be performed or rendered by the Service Provider as set out in Part 1 of **Schedule A**, and any alteration thereof.
16. **“Service Provider”** or **“Direct Selling Agent”** shall have the same meaning ascribed to it in title clause.
17. **“Term”** shall have the meaning ascribed to it in Clause 4.1.
18. **“Territory”** shall have the meaning ascribed to it in Clause 2.1 and Part 2 of Schedule A.
19. **“TRAI”** means the Telecom Regulatory Authority of India established under sub section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997.
20. **“TRAI Act”** means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), as amended from time to time.
21. **Interpretation**

In this Agreement, unless the context otherwise requires

* 1. Words using the singular or plural number also include the plural or singular number, respectively;
  2. References to any gender are deemed to include the other gender;
  3. Reference to the word “include” shall be construed without limitation;
  4. Unless the context or meaning otherwise requires, the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement;
  5. Unless specifically referenced to a different instrument, the terms “Clause” or “Schedule” refer to the specified clause or schedule of this Agreement;
  6. Reference to any legislation or applicable Law or to any provision thereof shall include references to such legislation or applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
  7. The Schedules hereto shall constitute an integral part of this Agreement;
  8. The index, bold typeface, headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement;
  9. Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
  10. When any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day that is a Business Day;
  11. Reference to any document includes an amendment of that document, but disregarding any amendment made in breach of this Agreement; and
  12. Reference to an “amendment” includes a supplement, modification, novation, replacement or re-enactment and “amended” is to be construed accordingly.

1. **SERVICES:**
   1. RCPL hereby appoints the Service Provider as its direct sales associate to render the Services as set forth under **Schedule A** for places/offices/branches, more particularly defined in Part 2 of **Schedule A** (“**Territory**”). This appointment is made on non-exclusive basis and accordingly, RCPL is free to appoint other direct sales associates/agents of its choice for the said Territory. For purposes herein, it is clarified that the Service Provider shall perform such activities, as have been specifically instructed by RCPL and/or set forth under Part 1 of **Schedule A** as amended from time to time**. Schedule A** is subject to amendments or modifications at the instance of RCPL from time to time, as regards the Services and all other operational requirements related to Services.
   2. RCPL may initiate a request for the Services by executing an order (each, an “**Order**”) specifying the Services desired. The Service Provider shall provide the Services at/ pertaining to the places/offices/branches in the Territory. The terms and conditions of this Agreement shall apply to and govern all Orders accepted by Service Provider hereunder, except that Orders may include other additional terms and conditions which are consistent with the terms and conditions of this Agreement or which are mutually agreed to in writing by RCPL and Service Provider.
   3. While rendering the Services, the Service Provider shall at all times comply with all Applicable Laws including statutory acts, rule, regulations as applicable to its business (including the Services to be provided in accordance with this Agreement) and its personnel/ employees including but not limited to any RBI/ TRAI guidelines/ notifications.
   4. While rendering the Services, the Service Provider shall act only in the representative capacity on behalf of RCPL and accordingly, no activity of the Service Provider hereunder shall be construed as constituting a part/branch of RCPL or indulging in any operations of RCPL.
   5. Service Provider hereby agrees that time is the essence of contract and the Services shall be provided to RCPL in accordance with the time schedule specified by RCPL, failing which RCPL shall have right to impose penalty on the Service Provider in addition to its right to terminate this Agreement.

# EFFECTIVE DATE:

* 1. This Agreement shall be effective from **{{ format\_date(agreement\_date, format='dd-MMM-yyyy') | upper }}**.

# TERM:

* 1. This Agreement shall continue in effect for a period of three years from the Effective Date (the “**Initial Term**”), unless earlier terminated pursuant to the provision contained in this Agreement or unless extended by RCPL at its option for further period as mutually agreed in writing between the Parties (“**Extended Period**”) following the expiration of the Initial Term or extended on a month-to-month basis in accordance with sub-section hereof. RCPL shall notify Service Provider at least 15 (fifteen) Days before the expiration of the Initial Term, of its intent to extend the Term. The Initial Term and the Extended Period, if any, together shall hereinafter be referred to as the “**Term**”. In the event RCPL exercises the option to extend the Term or otherwise, the Fees for the Extended Period shall remain the same unless mutually agreed in writing between the Parties.
  2. After expiration of the Initial Term, in the event the option to extend has not been exercised by RCPL, and in the event this Agreement is not extended by written agreement of the Parties and is not otherwise terminated as provided herein, this Agreement shall continue in full force and effect on a month-to-month basis until terminated by RCPL in accordance with the terms hereof. During such continuation of the Agreement, the terms and conditions herein recorded shall be valid subsisting and remain binding on the Parties.

# SERVICES FEE AND BILLING:

* 1. In consideration of the said Services to be provided by the Service Provider, RCPL shall pay fees/ commission to the Service Provider as agreed by the parties.The Fees for the Services shall not be subject to change during the Term of this Agreement unless expressly provided for in this Agreement or agreed between the Parties. Invoices shall be consolidated and submitted by Service Provider on a monthly basis and shall be due and payable within 60 (sixty) days from receipt of the invoice by RCPL and confirmation of the amount stated in the invoice by RCPL. There will be no late payment service charge of any kind. RCPL may, upon notice to Service Provider, withhold payment for Services that fail to meet/comply the terms of the Agreement (including any requirement under the Applicable Law) and/or any instructions of RCPL (as may be stipulated from time to time) and/or instances wherein RCPL is entitled to claim indemnity from the Service Provider and/or when the Services are placed under suspension by RCPL in its sole discretion. Thus, RCPL shall make payment to the Service Provider only in respect of the undisputed invoices. Such non-payment shall not constitute a default or breach of this Agreement. In the event of any dispute between RCPL and Service Provider with respect to the invoiced Services or other related matters, RCPL shall pay the undisputed amount and RCPL and Service Provider shall promptly seek to resolve the disputed matters in the manner provided hereinafter.
  2. Service Provider agrees that if an invoice is not presented within 6 (six) months from the date of such transaction, RCPL shall be released and discharged from any and all of its liability to make any payment for those specific Services. RCPL agrees that if it does not present to the Service Provider, any claim for overcharges within 6 (six) months from the date of receipt of invoice, Service Provider shall be released and discharged from any liability to repay monies in relation to the over charges.
  3. Service Provider shall bear and 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 RCPL shall not be liable for the same. Service Provider hereby indemnifies, defends and holds RCPL and their respective shareholders, directors, officers, employees and agents free and harmless, 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 state or local government authority against RCPL and such other liability as arising out of negligence or malfeasant acts of Service Provider or misrepresentation or breach of any obligations under this Agreement 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 RCPL be responsible for any taxes based on Service Provider's net income or gross receipts, or other such taxes based on Service Provider doing business in any particular jurisdiction. All Fees payable by RCPL to the Service provider shall be subject to deduction of applicable taxes.
  4. No costs / expenses shall be payable/ reimbursed by RCPL against conveyance, traveling expenses, boarding, lodging, out of pocket expenses, liaising etc. The Service Provider shall not demand, collect/recover any commission/service charges or other monies from the customers, directly for the services rendered by them.
  5. In case of customer complaints deficiency in service on the part of Service Provider, RCPL shall be within its rights to withhold payment of the Fees or demand return of the Fees already paid.
  6. It is represented and assured by the Service Provider that the Fees quoted by Service Provider in respect the Services being rendered by the Service Provider to RCPL is competitive with the market rates and is reasonable. The Service Provider agrees that the Fees and the payment terms shall not exceed the most competitive commercial prices and charges offered or imposed with respect to similar services provided to other customers of the Service Provider and in the industry. If, during the Term of this Agreement, the Service Provider offers or accepts lower prices for similar services or liberal payment terms involving other customers of the Service Provider under similar terms and conditions, the Service Provider shall notify RCPL and charge RCPL for the Services based upon such lower prices or charges. Additionally, 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, RCPL shall have the right to renegotiate the Fees set forth herein.
  7. Service Provider hereby represent and undertake that it has registered itself under CGST, IGST and SGST (wherever applicable) and warrants that it shall keep itself registered under CGST, IGST and SGST during the term of the Agreement and shall mention the GST details as provided by RCPL.
  8. Service Provider shall ensure that the invoice raised by it contains the requisite details as required under the GST law and invoice rules issued there under.
  9. Service Provider shall ensure overall compliance with the tax laws including GST laws and rules prescribed there under and shall be solely responsible to pay the GST or any other applicable taxes for for the supply of goods or Services provided by Service Provider to RCPL. Service Provider agrees that based on the Invoices raised by the Service Provider, RCPL shall claim GST input tax Credit and in case GST input tax Credit of RCPL is denied/ rejected by the tax authorities due to wrong / incorrect invoices issued by the Service Provider, and non-payment of GST collected from RCPL to the authorities; Service Provider shall be liable to pay/ refund the amount collected as GST to RCPL along with interest and penalties, if any imposed by the authorities. In case any credit, refund or other benefit is denied or delayed to RCPL due to any non-compliance by Service Provider (such as failure to upload the details of the sale on GSTN portal, failure to pay GST to the Government etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents by Service Provider, Service Provider shall indemnify RCPL for the loss.
  10. Change in law:

In the event of change in Indirect Taxes due to introduction of new legislation (Goods and Services Tax) or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government or Public Bodies which becomes effective after the date of pricing agreed between the Service Provider and RCPL resulting in any increase in cost to the

Service Provider, such increase shall be to the account of RCPL. Similarly, if such change results into a decrease in cost to the Service Provider, the same shall also be passed on to RCPL.

* 1. The Service Provider hereby agrees to indemnify and hold harmless RCPL from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by RCPL relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against RCPL arising out, directly or indirectly, of failure by the Service Provider to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Service Provider (i) to timely pay any Tax due and payable thereby (ii) to timely file any Tax Return, (iii) to comply with any applicable Law relating to Taxes, as the Service Provider may be, or may have been, required by Applicable Law.
  2. Notwithstanding anything herein to the contrary, this Section shall survive the termination of this Agreement, including without limitation, survival beyond the period of limitation.

# COVENANTS OF THE SERVICE PROVIDER:

* 1. The Service Provider agrees to employ its best efforts to meet RCPL’s requirements and standards as applicable from time to time and agrees that RCPL may review the performance levels of the Service Provider and its compliance with the service standards, periodically.
  2. Service Provider shall not have the authority to make any commitments whatsoever on behalf of RCPL.
  3. Service Provider shall use his/her/its best efforts to provide the Services to RCPL, promote its Products and maximize sale of the Services and the Products in the Territory. Service Provider shall also provide reasonable assistance to RCPL in promotional activities in the Territory. Service Provider will assist RCPL by taking part in all promotional events and use the marketing inputs judiciously for maximizing orders for RCPL.
  4. The Service Provider shall not make any false/incorrect representations in respect of the Products of RCPL so as to constitute mis-selling and/or willfully suppress any information with a view to gain business/ proposal for the ulterior benefit of the Service Provider. In the event the Service Provider is found to be in violation of this clause, then the Service Provider shall be held liable for the loss (if any) caused to RCPL and further, it shall be open to RCPL to terminate this Agreement, without any obligation.
  5. The Service Provider shall be solely and absolutely responsible and liable for all persons engaged by it for rendering of services to RCPL in accordance with this Agreement as well as for all consequences of any and all acts of commission or omission of such persons. All persons employed/engaged by the Service Provider are and shall always be the employees of/engaged by the Service Provider and shall always remain employed/ engaged by the Service Provider and RCPL shall have no responsibilities or liabilities and/or be deemed to have any relationship with any of them of any nature whatsoever.
  6. The Service Provider has and shall continue to have the requisite capital, expertise, skills, managerial and operational personnel and infrastructure necessary to provide the Services throughout the Territory.
  7. The Service Provider shall ensure that its employees, officers, managers and persons in control of its affairs, are and shall not in breach of any Applicable Laws and regulations.
  8. Prior to engaging any executive, employee, officer or any other person for providing the Services to RCPL, the Service Provider shall carry out verification of their antecedents which may include police verification. The Service Provider shall ensure that the said executives, employees and officers are properly trained to handle with care and sensitivity their responsibilities and have undergone training and obtained the certificate as per law and applicable RBI Guidelines.
  9. The Service Provider shall not knowingly engage any person with a criminal record and any such person shall be barred from participating directly or indirectly in providing the Services under this Agreement. The Service Provider shall forthwith inform RCPL in the event that this warranty does not hold good or is breached in any way.
  10. The Service Provider shall not engage in any conduct or practice which violates any applicable local, state or union law, order, regulation and guidelines or which may put the reputation of RCPL at risk.
  11. The Service Provider shall immediately notify RCPL in writing if any of its employee or any other person engaged by Service Provider has committed any breach of any employment agreement or has committed any act amounting to moral turpitude or has been arrested by police or removed from the employment of the Service Provider or committed any act which in the opinion of the Service Provider affects the integrity of any person.
  12. The Service Provider agrees and acknowledges that the business of marketing the Products requires a special set of skills and orientation. In view thereof, Service Provider agrees to provide to its sales personnel specialized training as recommended by RCPL and also agrees to select employees in consultation with RCPL or as per the parameters fixed by RCPL with regards to the quality of the personnel to be employed for discharge of its obligations under this Agreement. The Service Provider shall ensure that the Service Provider and/or its employees engaged in providing the Services hereunder undergo training on particular aspects such as soliciting customers, hours of calling, privacy of customer information and conveying the correct terms and conditions of the Products being offered.
  13. The Service Provider shall design, develop, test and install in consultation with RCPL, systems and processes relating to its operations especially with regards to conversion of leads, applications received and all or any other activity connected thereto for the Services contemplated under this Agreement.
  14. The Service Provider shall not commit any act which will, or which could reflect adversely upon the business, integrity, reputation or goodwill of RCPL and further undertakes to maintain highest degree of professional conduct in all dealings on behalf of RCPL.
  15. The Service Provider, by itself or through any person authorized to act on behalf of it, shall provide in writing an undertaking cum declaration stating that it is abiding with the Code of Conduct as framed by RCPL in this regard.
  16. The Service Provider shall procure from its employees who are deputed to provide the Services to RCPL, an undertaking not to disclose to any third Party confidential Information or knowledge concerning the business of RCPL and/or for the Services herein and take such steps at its own cost as RCPL may direct in order to enforce or restrain any breach of the terms of any such undertaking.
  17. The Service Provider and/or any of its executive/employees, officers, agent or any other person acting for and on behalf of the Service Provider for the purpose of this Agreement shall not adopt any uncivilized, illegal or unlawful means in performing its obligation under this Agreement. They shall treat all the customers with dignity and respect, and shall not resort to intimidation or harassment of any kind either verbal or physical against any person while providing the Services as per this Agreement, including acts intended to humiliate publicly or intrude the privacy of the customer’s family members and friends, making threatening and anonymous calls or making false and misleading representations. For any uncivilized, illegal or unlawful means employed by the Service Provider or any of the aforesaid persons, the Service Provider alone shall be responsible and Service Provider agrees to indemnify and keep RCPL indemnified at all times against the suits, claims, demand petitions, actions, proceedings filed /initiated against RCPL by any person for any reason whatsoever and against any loss, damage claims, charges and expenses.
  18. The Service Provider and its personnel shall not claim any lien or charge over the amount received by the Service Provider on behalf of RCPL even if any amount is due and payable by RCPL to the Service Provider.
  19. The Service Provider and any individual assigned by the Service Provider for the Services under this Agreement shall in performance of the Services under this Agreement, 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 of influencing the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with the Services to be provided under this Agreement.
  20. The Service Provider shall compensate RCPL for any loss and/or damage caused to RCPL as a consequence of non-compliance with all or any of the terms of this Clause or for the misconduct or negligence of all or any of its employees, representatives or any individual assigned by the Service Provider for the performance of the Services under this Agreement. In the event of a claim for loss or damages being made by RCPL, RCPL, without prejudice to any of its rights, shall be entitled to adjust amounts claimed, against the future or outstanding payments due to the Service Provider. Any such claim for loss and/or damage made by RCPL shall not amount to a waiver of RCPL’s right to terminate this Agreement or any of the other rights available to RCPL either under this Agreement or otherwise howsoever.
  21. In the event this Agreement is terminated consequent to the non-compliance of the provisions of this Clause, no further liabilities or obligations shall accrue to RCPL except for any Fees due and owing at the time of such termination, for Services rendered under this Agreement prior to such termination.
  22. The Service Provider shall under no circumstances either share in part or in full the Fees received with the prospective customers nor will the Service Provider provide to the prospective customer any incentive either in cash or kind.
  23. The Service Provider shall not launch any promotion scheme pertaining to any product of RCPL without prior approval of RCPL.
  24. The Service Provider shall inculcate and enforce integrity-based systems and processes in all its areas of operation and shall ensure that its employees are not engaged in fraudulent or unethical activity or trying to bear upon any employee of RCPL to sanction or disburse part or the entire loan amount, in violation of any law or knowing fully that the said applicant is not creditworthy or has a history of defaults.
  25. The Service Provider shall keep RCPL posted on all developments in the market and the actions, instances of fraudulent transactions, initiatives taken by its competitors and their agents relating to the business similar to the business of RCPL and areas connected thereto.
  26. The Service Provider shall set necessary systems, processes, controls and amenities to ensure that all application forms, documents, security documents, references, personal details submitted by the customers [existing or potential], any other negotiable instruments, securities, policies and other documents, handled, recovered, collected, delivered or processed by any of the employees of the Service Provider shall be transferred/handed over to authorized representative of local branch of RCPL at the earliest in time bound manner and till such time the said documents shall be retained in the custody of Service Provider in their capacity as trustees for and on behalf RCPL .
  27. Under no circumstances shall Service provider or any of its employee in any manner take or make any attempt to store, capture, copy or retrieve any document, paper, agreement or data in any form whatsoever without the prior permission of the authorized employee of RCPL.
  28. The Service Provider shall maintain confidentiality of all data, documents, systems, processes, strategies and events relating to RCPL; its products, personal and other information relating to its customers, their dealing with RCPL and status of their accounts with RCPL and details of any other business operation, and the same shall not be disclosed to any outsider without the prior express permission in writing of RCPL. Service Provider acknowledges and confirms that it has adequate systems and controls to prevent leakage or pilferage of the aforesaid data/ documents whether or not maintained in hard copy or in electronic form or in any other media.
  29. Any software developed or acquired by the Service Provider for running of its business operations shall be legally acquired and that it shall ensure that all firewalls, anti-virus and other measures are taken to ensure data security and integrity. Service Provider shall, before installation or operation of any such system, obtain clearances from RCPL and make necessary arrangements to store all documents/data complied, processed and stored which would facilitate easy and quick retrieval in the event of any unforeseen calamity.
  30. It shall be Service Provider’s responsibility to check and verify all data before furnishing the same to RCPL and any data furnished by Service Provider to RCPL shall be deemed to have been warranted by Service Provider to be true as having been checked and verified, and the Service Provider shall be liable at all times for any irregularity found in the data provided by it to RCPL including but not limited to prospective customer verification data. Service Provider shall keep RCPL indemnified against any or all losses caused to RCPL due to any defect in the data provided by the Service Provider to RCPL.
  31. All data and information or lead received or collected by Service Provider shall be the exclusive property of RCPL and RCPL shall have irrevocable right to call upon Service Provider to furnish details of such data, information or leads to RCPL in such format and at such interval as RCPL may determine.
  32. The Service Provider, its employees or any other person engaged by them shall not comingle or misappropriate the funds in any manner.
  33. Service Provider shall act prudently in accordance with the terms of this Agreement and shall exercise all due diligence in carrying out its duties and obligations under this Agreement, and shall meet the standards of good industry practice. Notwithstanding generality of the foregoing, the Service Provider shall achieve the service levels and key performance matrixes stipulated by RCPL from time to time. The Service Provider agrees that they will preserve the documents and data in accordance with the legal/regulatory obligation of RCPL in this regard.
  34. Service Provider agrees that they shall always have commitment for social action and capacity building, which shall be non-discriminative, secular, non-exploitative and transparent.
  35. Service Provider is fully aware that public/prospective customers shall have the freedom to approach RCPL directly. Service Provider shall not directly or indirectly convey or create an impression among the public/prospective customers that RCPL cannot be approached other than through the Service Provider.
  36. Service Provider shall ensure that it is able to isolate and clearly identify RCPL's customer information, documents, records and assets to protect the confidentiality of the information and there is no comingling of information / documents, records and assets.
  37. In case the Service Provider is acting for other finance companies, Service Provider shall ensure that customer data base and accounts details are kept separate and there is no comingling of data.
  38. Service Provider agrees that RCPL reserves the right to review and monitor the security practices and control processes of the Service Provider on a regular basis and require the Service Provider to disclose security breaches.
  39. Service Provider shall comply with all the provisions of TRAI Act, regulations or any other guidelines/regulations issued by TRAI in the course of rendering Services under this Agreement.
  40. Service Provider shall not introduce any product/ process without the written approval of RCPL. Service Provider also agrees that the financial services offered by the retail outlets/ sub-agents of the Service Provider shall not be tied to sale of any product of the Service Provider.
  41. The Service Provider shall be liable to take specific written consent from the customer for sharing its details/information (including personal information) with RCPL.
  42. The Service Provider shall also be liable to take specific consent from the customer: (i) for collecting the customer’s information as may be required including without limitation, gathering information from credit bureaus like CIBIL; and (ii) for sharing the customer’s credit related information and/or customer’s personal data at any point of time, with credit bureaus, statutory agency or any third party agency; and (iii) for authorizing RCPL or its agents to carry out the CIBIL report, making references and enquiries relating to information provided by the customer, as RCPL deem necessary. The Service Provider further agrees and undertakes to indemnify, keep indemnified and hold harmless RCPL, its directors, officers, agents, representatives, assigns (“**Indemnified Party**”) from and against any losses, damages, liabilities and expenses which may be suffered, sustained or incurred by Indemnified Party as a result of breach or non compliance of this clause.

1. **DUTIES, OBLIGATIONS, REPRESENTATION AND WARRANTIES OF SERVICE PROVIDER:**
   1. Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the Applicable Laws, concerning or in relation to rendering of the Services by Service Provider as envisaged under this Agreement, and it shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement.
   2. The Service Provider hereby unconditionally and irrevocably agrees to provide the Services as set out in **Part 1 of Annexure A**, in accordance with Applicable Laws, including applicable RBI guidelines and the Code of Conduct of RCPL, applicable to the Service Provider.

The Service Provider agrees and acknowledges that the scope of duties and obligations cast upon it by RCPL and set out in **Part 1 of Annexure A**, is liable to be changed at the sole discretion of RCPL.

* 1. In order to induce RCPL to enter into this Agreement, the Service Provider hereby represents and warrants and agrees that:

1. it possesses the requisite qualifications, skills, knowledge, experience, expertise, infrastructure, capability and financial wherewithal to provide and carry out the Services set out in this Agreement.
2. it has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof, and this Agreement has been duly authorized.
3. this Agreement constitutes a legal, valid, and binding obligation on the part of the Service Provider, enforceable in accordance with the terms hereof.
4. it is not owned or controlled by any director of RCPL and/or their relatives.
5. it is not involved in any litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services under this Agreement, and no inquiries or investigations have been threatened, commenced or pending against the Service Provider or its employees / agents by any statutory or regulatory or investigative agencies.
6. it shall have no claim, right, title, lien or other interest in any property or assets of RCPL.
7. neither the execution and delivery by the Service Provider of this Agreement nor compliance with or performance of the terms and provisions of this Agreement (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or governmental authority binding on the Service Provider, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Service Provider is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the constitutional documents of the Service Provider.
8. It has the full power and authority to enter into this Agreement and to take action and execute any documents required by the terms hereof and this Agreement is enforceable in accordance with the terms hereof and the person executing this Agreement on behalf of the Service Provider is duly empowered and authorized to execute this Agreement and perform all its obligations in accordance with the terms herein.
9. This Agreement is made expressly subject to all present and future Applicable Law, orders, approvals, directives and regulations of any regulatory body having jurisdiction over the subject matter hereof.
10. All Services will be performed in a professional manner in accordance with generally applicable industry standards.
11. It has not withheld any information which is required for effective performance of the contractual obligations under this Agreement and that information provided to RCPL is complete, true and accurate to the best of its knowledge and belief.
12. The Service Provider will be fully responsible for arranging sufficient manpower to render the Services. RCPL shall deal only through the Service Provider. The Service Provider will have full supervision and control over the work and labour engaged by him (including their hire, discharge/dismissal/retrenchment) etc.
13. Nothing contained in this Agreement or otherwise shall be deemed to create any employment, or relationship of principal and agent, or master and servant between the Service Provider’s employees and RCPL. The Service Provider is obligated to pay its own employees i.e. the Service Provider’s employees, their respective wages, salaries and applicable benefits and other allied benefits such as leave/P.F./E.S.I/Medical Reimbursement as applicable, gratuity etc. at its own risk and cost and that there is no relation whatsoever between the payment of Charges by RCPL and the payment of wages, salaries and applicable benefits to the Service Provider’s employees by the Service Provider. The Service Provider agrees that RCPL shall, in no circumstances, be liable to pay salary/wages to the Service Provider’s employees.
    1. All of the representations and warranties of the Service Provider shall be renewed and repeated on daily basis till the subsistence of this Agreement.
    2. The Service Provider acknowledges that RCPL has entered into this Agreement on the basis of, and in full reliance on, each of the representations and warranties contained in this Agreement.
       1. **CLAIMS AND RESPONSIBILITIES**
    3. The representatives to be nominated by the Service Provider will co-ordinate between RCPL’s authorized Officer and campaign personnel to be engaged by the Service Provider for the purpose of this Agreement and the Service Provider shall be liable for all acts on the part of the Service Provider’s personnel that may cause any damage, loss or injury to RCPL and/or are considered as detrimental to the interest of RCPL and RCPL at its sole discretion without prejudice to its other rights and prejudices in law against the Service Provider, may call upon the Service Provider to compensate RCPL by way of damages to the extent of such loss or injury suffered by RCPL. Service Provider will also be wholly liable / responsible for any breach/default either on its part or on the part of the personnel to be engaged by the Service Provider for the purpose of this Agreement and RCPL will be entitled to terminate this Agreement forthwith for such breach/default without assigning any reason whatsoever to the Service Provider and the Service Provider shall indemnify RCPL from any/all loss or damage arising out of such breach or default. The Service Provider will also indemnify RCPL against all and any liability that may accrue or any claims, actions or proceedings that may arise for any default on the Service Provider’s part on account of its failure to conform or comply with any statutory obligations that the Service Provider is required to observe in respect of and for executing this Agreement. RCPL shall also have the right to claim damages for any misrepresentation of facts or documents pertaining to a retail loan. Such damages to be made good by the Service Provider in the time specified & communicated to them by RCPL. RCPL shall have all rights to withhold all the Fees till such damages are fully cleared.
    4. The Service Provider shall undertake all liabilities whatsoever concerning Service Provider’s campaigning personnel and / or other employees or persons engaged to render the Services here under and shall abide by all legal requirements that may be applicable to the engagement of such personnel and RCPL shall not undertake any responsibility or liability nor shall be responsible or liable in any manner whatsoever on this account. Accordingly, no claim shall be raised against RCPL in terms and/or in relation to any of the terms and conditions of such engagement. The Service Provider shall indemnify RCPL and keep it indemnified and save harmless at all times against all claims, actions, demands, suits and proceedings whatsoever which may be brought, commenced or instituted or prosecuted against RCPL and also against all losses, expenses, costs, charges, damages incurred, paid, suffered by RCPL or which RCPL may be caused to incur, suffer or pay by reason of or arising out of this Agreement or in relation to any acts and or omission either on the Service Provider’s part or on the part of the personnel to be engaged by the Service Provider for the purpose of this Agreement. The Service Provider shall also indemnify RCPL against all and any liability that may accrue or any claims, actions or proceedings that may arise for any default on the Direct Sales Associate’s part on account of its failure to conform or comply with any statutory obligations that DSA is required to observe in respect of and for executing this Agreement.
    5. It is expressly understood that none of the personnel appointed or engaged by the Service Provider for carrying out the services hereunder shall be deemed to be or construed in any manner whatsoever as employees or staff or workmen of RCPL and RCPL shall have or be deemed to have any employer-employee relationship with them. In case of death or bodily injury or other injury which may incur to any other staff / personnel / representatives of the Service Provider in the course of carrying out the services hereunder, RCPL shall not be liable in any manner whatsoever or be bound to pay any compensation or otherwise be responsible in any way for the same.
    6. The Service Provider shall ensure due diligence before requiring RCPL to initiate the loan approval process. The Service Provider acknowledges that substantial costs are incurred by RCPL in the process of loan approval hence the necessity for ensuring due diligence on the part of the Service Provider. In the event RCPL incurs unnecessary costs (non-receipt of loan applications despite process of loan by RCPL) over the permissible limits laid down, RCPL shall at its sole and absolute discretion recover the said costs from the Service Provider.

# INTELLECTUAL PROPERTY RIGHTS:

* 1. The Service Provider may in his signage and promotional material, shall only represent itself to be a direct selling associate/ agent of RCPL. The Service Provider shall not use the name logo, or any trade name or trademark, design or copyright of RCPL without prior written consent of RCPL. The marks representing the intellectual property rights of RCPL including trademarks, copyrights, designs, color, schemes, etc., shall at all times vest in/with RCPL. Any permission to the Service Provider to use the same would be purely for the purpose of discharging its obligations under this Agreement only. The Service Provider shall not claim any right of any nature whatsoever in/over any Intellectual Property of RCPL at any time.
  2. The Intellectual Property Rights of RCPL shall remain the exclusive property of RCPL and nothing contained in this Agreement shall be construed as grant of Intellectual Property Rights to Service Provider, in any manner herein.
  3. All written materials and information furnished by RCPL and all written materials and information, intellectual property developed or acquired by Service Provider and its personnel pursuant to this Agreement are to be and shall remain the sole property of RCPL and are to be returned to RCPL upon expiration or termination of this Agreement, whichever occurs earlier and any copy of such materials or information shall be deleted / destroyed immediately by Service Provider and a certificate of disposal be furnished to RCPL.

# INDEPENDENT SERVICE PROVIDER:

* 1. It is specifically agreed that this arrangement is on a principal to principal basis and on a non-exclusive basis and the Service Provider shall not be deemed to be agent of RCPL except in respect of the transactions/services which give rise to principal-agent relationship having regard to the nature of the transactions or by implication. The Service Provider shall perform all Services hereunder as an Independent Service Provider, on a non-exclusive basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, or master and servant, or employer and employee, between RCPL and Service Provider (including its employees and sub-agents).
  2. The Service Provider acknowledges that its rendering of Services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of RCPL or any subsidiary or affiliate thereof.
  3. The Service Provider has agreed to employ his/her/its/their own employees/ agents for providing the Services under this Agreement who will be under total control, both administrative and supervisory, of the Service Provider.
  4. Nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other Party, (ii) constitute the Parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Service Provider to create or assume any obligation on behalf of RCPL for any purpose whatsoever. Service Provider is not an employee of RCPL and is not entitled to any employee benefits.
  5. The Service Provider and its employees, personnel, agents, contractors etc. have no authority/right to bind RCPL in any manner, and they shall not hold out or represent themselves as agent of RCPL.
  6. It is clearly understood and agreed by and between the Parties that the employees, personnel, deputed/assigned for rendering the Services by the Service Provider shall be the employees of the Service Provider and on no account, such employees/personnel shall be deemed to be employees of RCPL and none of the employees/personnel will have any claim or right of whatsoever nature against RCPL. Service Provider shall be solely liable and responsible for compliance of applicable labor laws in respect of its employees, agents, representatives and sub-contractors and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled. RCPL shall not be held responsible or liable under the laws that are in force and that may come in force from time to time, in respect of the employees and Service Provider shall be solely responsible for their terms and conditions of services, salary, benefits, provident fund, gratuity, filing of all requisite forms, returns etc. in that behalf with the concerned authorities. The Service Provider shall, on demand by RCPL, produce any document in proof of statutory payment payable by the Service Provider in compliance of the provision of any labour or other statute, and supply copies of the same as may be required by RCPL.
  7. In the event any legal proceedings are initiated by the employees, staff, agents, etc. of the Service Provider against RCPL or RCPL is made a party in any proceedings, the Service Provider shall implead itself as a party therein and ensure that the claim/case against RCPL is defended/ extinguished/ dismissed immediately. All costs and expenses in this regard including attorney’s fees shall be borne by the Service Provider. The Service Provider shall indemnify and keep indemnified to RCPL in this regard to the full extent.
  8. Neither Party shall have the power to bind the other Party or incur obligations on the other Party’s behalf without such other Party’s prior written consent, except as otherwise expressly provided herein.

# SUB- CONTRACTING:

* 1. The Service Provider shall not enter into any agreement with any contractor or sub- contractor in connection with the Service Provider providing the Services under this Agreement without the prior written consent of RCPL**.**
  2. In the event any Service is sub-contracted by the Service Provider in terms hereof, the Service Provider unconditionally and irrevocably agrees and confirms that it shall be solely liable for the compliance of the terms of this Agreement by the sub-contractor. The Service Provider further undertakes to indemnify RCPL against any claim, demand, suit, action or any and all damages, liabilities accrued, and which are arising from transfer or sub-contracting of all or any part of the Services by the Service Provider.

# REMUNERATION FOR ADDITIONAL SERVICES:

* 1. It is expressly agreed by and between the Parties hereto that if RCPL calls upon Service Provider to perform any services or functions or duties other than those specified in this Agreement, then Service Provider shall be paid remuneration for such additional services at such rate as may be decided in writing between the Parties.
  2. Notwithstanding anything to the contrary contained in the Agreement, RCPL at its entire and sole discretion may restrict Service Provider from performing any or all of the Services, functions or duties specified in this Agreement at any point of time without recourse and without assigning any reason thereof.
  3. Service Provider acknowledges that it shall not be entitled for any compensation for any loss/damage suffered by it on account of termination of this Agreement or restriction as aforesaid.

# REPORTS & RECORDS AND INSPECTION RIGHTS:

* 1. The Service Provider by executing this Agreement shall be deemed to have unconditionally agreed that (a) RCPL shall have the right of periodic review of the performance of the Service Provider under this Agreement which would be basis of continuation or termination of the same; and (b) RCPL shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the Service Provider in order to assess the ability of the Service Provider to continue to meet its obligations under this Agreement.
  2. The Service Provider shall monitor progress of all the activities undertaken pursuant to this Agreement and submit free of cost monthly progress report about various aspect of the Service(s) to RCPL in such form and manner as the Parties may mutually agree. RCPL on mutual agreement between both Parties may change the periodicity of such reports.
  3. The Service Provider shall maintain accurate records, accounts, registers, documents, etc. in respect of the Services forming part of the subject matter of this Agreement, including but not limited to, details of customers solicited, the applications submitted and processed, etc., and shall ensure proper and safe custody thereof. The said record shall be made available by the Service Provider to RCPL at such intervals and in such manner as directed by RCPL.

# TAXES:

* 1. The Service Provider shall be solely liable for the payment of all taxes, duties, fines, cesses, levies, penalties, etc., by whatever name called, as may become due and payable under the local, state and/or central laws, rules and/or regulations in force from time to time in relation to the Services hereunder.
  2. RCPL shall not be liable nor responsible for collection and/or payment of any such taxes, duties, fines, cesses, levies, penalties, etc., by whatever name called, that are due and payable by the Service Provider under Applicable Laws.
  3. The Service Provider shall co-operate fully in the defence of any claim/s by any local, state or central/ union authorities against RCPL with respect to any taxes and/or duties due and payable by the Service Provider.

# COMPLIANCE WITH LAWS:

* 1. The Service Provider hereby agrees that it shall comply at all times with all applicable central/union, state and local laws, ordinances, regulations and RBI guidelines in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. The Service Provider further agrees and acknowledges that it is aware of the terms of the Code of Conduct of RCPL, which is as set forth in Schedule B to this Agreement which is applicable to direct selling agents/service providers (“**Code of Conduct**”) and hereby undertakes to, at all times comply with such Code of Conduct of RCPL. If at any time during the term of this Agreement, RCPL is informed or information comes to RCPL’s attention that the Service Provider is or may be in violation of any law, ordinance, regulation, or code, including the Code of Conduct (or if it is so decreed or adjudged by any court, tribunal or other authority), RCPL shall be entitled to terminate this Agreement with immediate effect.

# CONFIDENTIALITY AND SECRECY:

* 1. All information obtained by the Service Provider during the course of performance of its obligations under this Agreement, whether expressly furnished to it by RCPL or otherwise, relating to RCPL’s customers or regarding its business (**“Confidential Information”**), shall be treated as strictly confidential and the Service Provider shall not divulge it to any one save and except to its own employees strictly in the course of business only for the purpose of discharging its obligations under this Agreement and that too, only on “Need to Know” basis. Such employees as well as the Service Provider shall be bound by the provisions of this clause during the currency of this Agreement and even after its termination not to disclose any such information except as may be statutorily required by law.
  2. The Service Provider is aware that all information disclosed to the Service Provider by RCPL and/or accessed by the Service Provider or its agents and all records, accounts, documents maintained by Service Provider are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentially of all the information and records, accounts in respect of the outsourced services in the same manner and degree of care as Service Provider would ensure for its own confidential and sensitive information. Service Provider shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents, representatives and sub-contractors as the case may be to ensure compliance with confidentiality obligations of Service Provider.
  3. If the Service Provider is directed by court order or other legal or regulatory request or similar process to disclose information recorded on any documents or any of RCPL’s Confidential Information, the Service Provider shall immediately notify RCPL in writing, in sufficient detail immediately upon receipt of such court order, legal or regulatory request or similar process, in order to permit RCPL to make an application for an appropriate protection order (which the RCPL may pursue at its own expenses). Such notice shall be accompanied by a copy of the court order, legal or regulatory request or similar process.
  4. The Service Provider acknowledges that in the event of any breach or threatened breach of this clause by it/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy, and, therefore, RCPL shall be entitled to injunctive reliefs to restrain the Service Provider, its employees/agents/sub-contractors from any such breach, threatened or actual.
  5. The Service Provider hereby agrees to implement appropriate measures, designed to ensure the security, integrity and confidentiality of the Confidential Information, against any anticipated threats or hazards to the security or integrity of such information and to protect against unauthorized access to, or use of Confidential Information that could result in substantial harm or inconvenience to any customer of RCPL or any of its subsidiaries/affiliates.
  6. The Service Provider shall ensure that adequate security measures are taken to ensure continuity of Services in case of any force majeure event, including maintaining back-up of the records and information.
  7. Upon the expiration, cancellation or termination of this Agreement, the Service Provider shall forthwith return or destroy all Confidential Information, documents, manuals and other materials (including copies thereof) provided by RCPL. Upon request, the Service Provider shall send to RCPL, a certificate specifying that all the Confidential Information, documents, manuals and other materials have either been destroyed or returned.
  8. It is hereby agreed between the Parties, that the obligation of maintaining confidentiality of the Confidential Information, including customer data of RCPL shall survive the expiry or termination of the Agreement.

# INDEMNITY:

* 1. The Service Provider hereby agrees and undertakes, at its own expense and cost, to indemnify, keep indemnified, defend and hold harmless RCPL (including its directors, officials, employees, representatives, agents and assigns) at all times from and against any and all losses, claims, proceedings, prejudice, damages, liabilities, including statutory liabilities , third party claims, judgments, demands, awards, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney’s fees and legal costs to which RCPL may be subjected and/or accrued:
     1. by virtue of a breach of any representation and warranties, covenants, or terms and conditions of this Agreement by the Service Provider; and/or
     2. by virtue of any contravention and/or non-compliance on the part of the Service Provider with any Applicable Laws, ordinance, regulations, codes (including the Code of Conduct) and RBI/TRAI guidelines/notifications as may be applicable from time to time; and/or
     3. on account of any act, commission or omission attributable to the improper handling of RCPL’s documents or to the negligence of any person of the Service Provider, which has resulted whether on account of breach of any of the conditions of this Agreement by the Service Provider and/or its employees or otherwise; and/or
     4. on account of any wrongful, illegal, unlawful, dishonest, criminal, fraudulent or negligent act, misfeasance, fraud or disregards of duties by the Service Provider or its employees, personnel; and/or
     5. on account of breach of confidentiality obligations by the Service Provider or its employees; and/or
     6. infringement of intellectual property rights of RCPL by the Service Provider.
  2. The Service Provider agrees to make good the loss suffered by RCPL on first demand made by RCPL in this regard which shall be final conclusive and binding on the Service Provider. The provisions of this clause shall be without prejudice to any other rights and remedies available to RCPL.
  3. The Service Provider shall be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of RCPL in any manner whatsoever to the extent of such acts and/or transactions.
  4. The Service Provider shall be liable for all special, incidental, indirect, direct, exemplary, punitive, compensatory, or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Service Provider has been advised of the possibility of such loss or damage.
  5. This Indemnity obligation of the Service Provider or any other indemnity obligation enumerated in any other clause of this Agreement is a continuing indemnity and it shall survive the termination or expiration of this Agreement for any reason whatsoever.

# LIMITATION OF LIABILITY:

* 1. In no event, RCPL shall be liable for any special, incidental, indirect, direct, exemplary, punitive, compensatory, or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not RCPL has been advised of the possibility of such loss or damage.
  2. RCPL shall have no liability whatsoever for any injury to the Service Provider and/or its personnel /staff caused or suffered in the course of performance of the obligations by the Service Provider in terms of this Agreement.

# TERMINATION:

* 1. Termination for Convenience: RCPL shall have a right to terminate this Agreement for convenience, with or without assigning any reasons thereof, on giving not less than 30 (Thirty) days’ prior written notice of intention to do so, to the Service Provider.
  2. Termination for Breach: In the event of a material breach of the provisions of this Agreement by Service Provider, RCPL may terminate this Agreement if Service Provider fails to cure such breach within fifteen (15) days following receipt of written notice from RCPL requiring the remedy.
  3. Notwithstanding anything herein contained, RCPL may (without prejudice to any of its other right or remedies under this Agreement or under the Applicable Laws) terminate this Agreement immediately, at any time without any notice and without being liable to pay to the Service Provider any damages or compensation for such termination, under any one or more of the following circumstances/events:
     1. If, in the reasonable opinion of RCPL, performance of any of the Services under this Agreement by the Service Provider, is not acceptable as being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
     2. If RCPL is informed or information comes to RCPL’s attention that the Service Provider or any of its executive, officer, employee is or may be in the violation of any law/s, ordinance/s, regulation/s, court or quasi-judicial order/s, code of conduct; or there is an explicit and formal objection raised by the regulators/ auditors with regard to continuation of provision of Services by the Service Provider.
     3. If the Service Provider fails to perform the Services under this Agreement or to observe any of its obligations, or breaches all or any of the terms of this Agreement.
     4. If the Service Provider fails to meet any performance requirement or Service levels, communicated from time to time.
     5. If in the opinion of RCPL the interests of RCPL are jeopardized in any manner whatsoever.
     6. If the Service Provider discontinues its business or there is change in control of the Service Provider.
     7. If the Service Provider becomes bankrupt or insolvent or is subject to any proceeding for winding up or becomes incompetent to contract under any Law and/or if the Service Provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of the Service Provider’s properties.
     8. If the Service Provider engages in any illegal or unfair practice with respect to the obligations under this Agreement.
     9. If any director of RCPL and/or their relatives acquire any shareholding or control in the Service Provider.
  4. It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall preclude RCPL from pursuing such further and other legal actions, against the Service Provider for any breach or non-compliance of the terms of this Agreement.
  5. Notwithstanding the provisions of this Agreement, the Service Provider hereby agrees and undertakes to preserve all such data, documents, information and records which form the subject matter of this Agreement and/or which has been shared with it by RCPL, for such period as may be required by RCPL and in accordance with Applicable Laws.
  6. Consequences of Termination: Upon the expiry or termination of this Agreement, for any reasons whatsoever:
     1. The Service Provider shall immediately cease to operate as the service provider of RCPL and to thereafter hold itself out in any way that may indicate any relationship between RCPL and the Service Provider;
     2. The Service Provider shall forthwith hand over/return to RCPL or destroy, as per the instructions of RCPL, the possession of all the Confidential Information, document, material and any other property belonging to RCPL, that may be in the possession of the Service Provider or any of its employees, agents or individuals assigned to perform the Services under this Agreement and provide to RCPL, a certificate certifying that the Confidential Information of RCPL within the possession and control of the Service Provider has been destroyed/returned, as per the instructions of RCPL;
     3. This Agreement shall continue under the same terms and conditions till the termination date;
     4. The right of RCPL to bring an appropriate action against the Service Provider to recover damages, costs or recover assets belonging to RCPL, in possession of the Service Provider or to set off the claims of RCPL against the Fees to be paid to the Service Provider, shall not adversely be affected;
     5. The Termination or expiry of this Agreement shall not relieve the Service Provider from its obligations/duties, which occurred prior to such termination or expiry;
     6. Termination or expiration of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming in to force or the continuance in force of any position hereof which is expressly or implication intended to come into or continue in force on or after such termination/ expiration.

# SPECIFIC PERFORMANCE

# The Service Provider agrees that RCPL shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to RCPL at Law or equity.

# ASSIGNMENT

* 1. The Service Provider shall not transfer or assign this Agreement or any right or obligation under it to any other person, firm, company or entity without RCPL’s prior written consent and any assignment in violation of this clause shall be void and not bind RCPL. If such assignment is as a result of operation of any law, then RCPL shall have the option to terminate this Agreement.
  2. RCPL may at any time, without any prior notice or written consent of the Service Provider, assign this Agreement together with all the rights, benefits and delegate its obligations hereunder, to any of its affiliates, subsidiary/ies, holding company, or group companies, or any third parties, as may be required or deemed fit by RCPL.

# FORCE MAJEURE

* 1. If the whole or any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, pandemic, epidemic, lockdown or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance, provided prompt notice of commencement and cessation of force majeure conditions is given. If the Service Provider claims a force majeure event that delays its performance by more than one (1) month, then RCPL may cancel or suspend any further performance or terminate this Agreement with no liability.
  2. Without prejudice to RCPL’s rights, in the event that RCPL has to seek to put in place alternative resources in respect of the Services in the event of Force Majeure or labor or industrial unrest ensuing, including seeking the assistance of an alternative service provider, the Service Provider shall, at its costs offer all assistance to RCPL in this regard, and agrees that the Fees of the Service Provider for the period in question shall abate and not be payable by RCPL.

# MEDIA RELEASE

* 1. The Service Provider shall not (or permit its affiliate or any third party) give any press or other media release or make any publication announcement or statement relating in any way to this Agreement or any other arrangement between the Parties hereto without the prior written consent of RCPL.

# DISPUTE RESOLUTION:

In the event of disputes, controversies, differences of opinion and claims arising out of or in connection with this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation within thirty (30) days of initiating such negotiation and failing such settlement, the same shall be referred to Arbitration of sole arbitrator, to be appointed by RCPL, for determination of specific issues. Such arbitration shall be held in accordance with The Arbitration and Conciliation Act, 1996 or any statutory modification or re- enactment thereof for the time being in force and shall be held in New Delhi and be conducted in the English language. During the arbitration proceedings, the Parties shall continue to fulfil their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration The award passed pursuant to the arbitral proceedings shall be final and binding upon the Parties.

# GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the provisions of Clause 24 above, all matters and legal proceedings arising out of or in relation to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of New Delhi only.

# FORBEARANCE:

The failure on the part of RCPL to insist upon the performance of any terms and conditions of this Agreement or to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not to be construed as a waiver on the part of RCPL of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

# MONITORING AND ASSESSMENT

# The Service Provider hereby agrees that RCPL shall have the right to continuously monitor and assess the activities of Service Provider so that any necessary corrective measure can be taken immediately.

# The Service Provider undertakes to provide regular updates at such intervals as may be specified by RCPL with respect to Services provided in terms of this Agreement.

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

# ACCESS TO BOOKS AND ACCOUNTS

The Service Provider agrees that RCPL, its management, its authorized representatives, its agents, its internal and external auditors and/or Reserve Bank of India (RBI) or any persons authorized by RBI or any other regulators shall have the right to access all the books, records and information available with the Service Provider, in respect of the Services rendered under this Agreement.

# RIGHT TO AUDIT AND INSPECTION

# The Service Provider shall maintain its regular books of account in respect of the Services provided under this Agreement.

# The Service Provider hereby agrees and acknowledges that RCPL (including its management, its representatives, its internal or external auditors, its agents and/or Reserve Bank of India (RBI), any employees/officers/ other persons authorized by RBI) shall (at its own cost) have the right, to inspect, examine and audit (a) the performance of Services, including but not limited to compliance with terms of this Agreement and applicable laws; (b) books of accounts and records of the Service Provider, including financial and operational data of the Service provider to enable RCPL to ascertain the ability of the Service Provider to provide the Services in compliance with applicable laws and this Agreement; (c) statements of all its operations with respect to the Services and the obligations of the Service provider under this Agreement. The Service Provider shall cooperate with the above-mentioned representatives so authorized by RCPL and/or RBI, during such inspections, and if so, required by RCPL, RBI and/or their authorized officials/persons, promptly provide them with copies of records/information so required.

# The Service Provider hereby agrees and acknowledges that RCPL, RBI and/or their authorized officials/persons shall have the right to audit and inspect the Service Provider, including its books of account and records, and performance of Services by the Service Provider in compliance with this Agreement and applicable laws. The persons authorized by RCPL and/or RBI shall have right to obtain copies of the records, information etc. in possession of the Service Provider. The Service Provider agrees and undertakes to cooperate with the RBI and its authorized representatives and provide them with such information and records as required promptly but within reasonable time as prescribed by RBI. In case access is not allowed to the persons authorized of RBI for the purposes of inspection which results in imposition of fee or penalty by RBI upon RCPL, the same shall be paid and borne by the Service Provider.

# In the event, pursuant to an inspection or audit, RCPL and/or the RBI requires the Service Provider to take certain corrective measures with respect to the obligations of the Service Provider under this Agreement, the Service Provider shall take such measures within such time, as may be specified by RCPL and/or the RBI, as the case maybe.

# The Service Provider or its agents, as the case may be, shall bear all expenses, costs and charges in connection with the inspection and audit either conducted by RCPL or by RBI.

# BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

The Service Provider shall ensure that it has adequate policies and procedures in place to ensure continued provisioning of Services and business continuity and recovery procedures. The Service Provider hereby further agrees to undertake periodical testing of its business continuity and recovery plans, jointly with RCPL, as and when required by RCPL.

# PRESERVATION OF DOCUMENTS

The Service Provider shall preserve the documents, information and data relating to the Services rendered and/or performed by the Service Provider pursuant to this Agreement in accordance with the applicable legal and regulatory requirements.

# GENERAL PROVISIONS:

* 1. **Severability:** If any of the terms, covenants or conditions thereof as to application of such term, covenant or conditions shall be held invalid as to either Party by any court having jurisdiction, the reminder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect and shall continue to be valid, legal, subsisting, binding and enforceable. In case of any change in Applicable Laws in India that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the parties re-negotiated in good faith.
  2. This Agreement supersedes any and all agreements, contracts or addenda relating to the Services. This Agreement is entire in itself and cannot be changed or terminated orally.
  3. **Amendment**: No modification waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by the Parties. All legally required amendments shall automatically become an integral part of this Agreement.
  4. **Survival:** The provisions of Clause 9 (Intellectual Property Rights), Clause 16 (Confidentiality and Secrecy), Clause 17 (Indemnity), Clause 18 (Limitation of Liability), Clause 24 (Dispute Resolution), Clause 25 (Governing Law and Jurisdiction), and Clause 32 (General Provisions) shall survive the expiration or termination of this Agreement.
  5. **Rights and Remedies**: All rights and remedies conferred under this Agreement or by Law shall be cumulative and may be exercised singularly or concurrently.
  6. **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
  7. **No Waiver:** No failure or delay by RCPL in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.
  8. **Heading**: The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
  9. **Counterparts:** This Agreement shall be executed in two counterparts one each to be retained by the respective parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.
  10. **Stamp Duty and Taxes:** All stamp duty and other taxes and levies on this Agreement and other documents to be executed pursuant to this Agreement shall be paid by the Service Provider.

# NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing in English language and may be sent by personal delivery or speed post or courier or email or facsimile at the addressees mentioned below. Such notices, requests and other communications shall be deemed to be received and made effective: (i) on the date of delivery if delivered by hand; (ii)  upon the date of the courier’s/postal departments verification of delivery at the specified address if sent by a recognized express courier agency or registered speed post or ordinary speed post; (iii) upon delivery in case of an email or (iv) on the delivery date where sent by fax (subject to retention by the sending Party of confirmation of successful transmission).

**To RCPL**:

**RATNAAFIN CAPITAL PRIVATE LIMITED**

**Kind Attention:** {{ dsa\_manager\_name }}

(DSA Manager)

**Address:** 201, 202, Shilp Aperia, Nr. Landmark   
 hotel Iscon- Ambali Road, Bodakdev   
 Ahmedabad GJ 380052 IN

**Email:** {{ dsa\_manager\_email }}

**Contact:** {{ dsa\_manager\_phone }}

**To Service Provider:**

**{% if type\_of\_dsa == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %} (Name of Individual/ Entity)**

**Kind Attention: {% if type\_of\_dsa == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}** Name of Designated Person

(Designation: **{{ borrower\_designation }}**, DIN/PAN - **{{ borrower\_pan\_or\_din }}**)

**Address:** **{{ borrower.address.on\_one\_line() }}**

**Email:** **{{ borrower.email }}**

**Contact:** **{{ borrower.phone }}**

**[*signature page follows]***

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND   
SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**

| **For, RATNAAFIN CAPITAL PRIVATE LIMITED**  Signature  Name: {{ dsa\_manager\_name }}  Title : DSA Manager  Date: {{ format\_date(agreement\_date, format='dd-MMM-yyyy') | upper }}  Place: Ahmedabad |
| --- |
| **For, DSA**  Signature  Name: {% if type\_of\_dsa == “Individual” %}{{ borrower.name.first }} {{ borrower.name.middle }} {{ borrower.name.last }}{% else %}{{ borrower\_company }}{% endif %}  DIN/PAN : **{{ borrower\_pan\_or\_din }}**  Date: {{ format\_date(agreement\_date, format='dd-MMM-yyyy') | upper }}  Place: Ahmedabad{% if is\_witness\_available %}{% for i in witness %} |
| **For WITNESS**  Signature  Name: {{ i.name.first }} {{ i.name.middle }} {{ i.name.last }}  Address : {{ i.address.on\_one\_line() }}{% endfor %}{% endif %} |

**SCHEDULE A**

**PART-1 SERVICES**

RCPL hereby appoints the Service Provider as its direct sales associate to render the Services as detailed below:

1. Share details with RCPL of potential customers who are desirous of availing the Products of RCPL.
2. Contact such potential customers of the Products through leads obtained by Service Provider and its personnel from time to time.
3. Engage in contacting existing and potential customers by personal, electronic and telephonic means including but limited to the use of modern communication gadgets such as telephone, mobile, e-mail etc. as may be considered necessary and to the convenience of the potential customer and in accordance with applicable laws including the applicable RBI Guidelines and the Code of Conduct of RCPL. It is clarified hereby that Service Provider shall not use any illegal means to contact any potential customers. Any liability arising out of the use by Service Provider of any of the means mentioned above including any illegal means to contact existing and potential customers shall be to the account of Service Provider and RCPL shall not be held or be deemed to be liable for any such liability whatsoever.
4. Ensure courteous and friendly approach in all discussions with potential customers.
5. Ensure that the employees of Service Provider do not represent themselves as employees of RCPL and clarify to customers that the Service Provider is authorized to contact customers on behalf of RCPL.
6. Depute personnel to meet existing or potential customers at their offices/residence at time of their convenience for discussing the credit facilities/Product details offered by RCPL.
7. Answer all and any queries raised by customers and potential customers relating to RCPL, the mode of finance or details of Products and give proper guidance to ensure that the same translates to business for RCPL.
8. Provide correct and accurate information on the status of the loan applications or availing of any additional services that the customer(s) may be entitled.
9. Ensure procurement and completion of requisite documentation in accordance with the process and checklist of documents, as prescribed by RCPL.
10. Assist the customers in compiling all relevant documents, papers, cheques, forms, returns etc. for availing the Loan from RCPL.
11. Ensure that valid documents are submitted along with the application forms before submission to RCPL branch for processing. In case any photocopies are submitted, the Service Provider shall mark the same ‘Original Seen Verified’ as against the original documents, before submitting it to RCPL.
12. Assist customer(s) and potential customers in filling the loan documentation, including the loan application form in respect of the Products / Services offered under this Agreement, subject to guidelines issued by RCPL from time to time. Also to ensure that the potential customers have actually signed and executed all application forms in presence of the senior employee of Service Provider. The Service Provider agree and acknowledges that signing of loan documents by the prospective customer is an essential pre requisite for disbursement of loan by RCPL and therefore Service Provider agrees and undertakes that all loan documents shall be signed by the customer in presence of the senior employee of Service provider who may be called in courts or any other adjudicating authority to testify the same. The Service provider further agrees to indemnify and keep RCPL harmless against any loss suffered by RCPL due to breach of this obligation by the Service provider.
13. Forward the applications submitted by the Customers along with all papers, documents, agreements, processing fees or any other documents, referred to above to the authorized representative of the local RCPL branch in such manner as may be directed, from time to time. Till such time the documents are in its custody, the Service Provider shall hold the same in trust for and on behalf of RCPL.
14. Provide services to customers of RCPL for collecting cheques, documents to and from the office of local RCPL office or the residence/office of the customer.
15. Create and maintain a database of customers for the said Products and ensure that the said database is shared with RCPL at regular intervals in such form and manner as directed by RCPL.
16. Engage in promotion of the said Products in the manner as prescribed herein or as may be advised by RCPL from time to time.
17. Maintaining enough stocks of the Products Brochures at all its Office premises and to ensure that any changes thereto are incorporated therein and redundant Brochures are returned to the local RCPL branch Tele-call existing or potential customers to promote Products covered under this Agreement.
18. Arrange for display of RCPL Trade Mark, logo, advertisement, banner, placards relating to the Product at exhibitions, seminars, campaigns through all known means of advertisement and publicity, as directed by RCPL from time to time. Provided that the right of display of RCPL logo, Trademark, advertisement banner and placards shall be done strictly in accordance with guidelines provided by RCPL from time to time and with prior written consent of RCPL. Nothing in this Agreement shall grant Service Provider any rights over RCPL Trademark, logo or other intellectual property of RCPL, which shall belong solely and exclusively to RCPL.
19. Maintain and update at all times, database of all actions taken by sales / tele-sales personnel in respect of all their dealings with customers in the format prescribed, whether or no any such interaction has lead or is likely to generate business.
20. Updating at all times changes in the terms of the Products offered in terms of this Agreement so as to disseminate the correct and updated information to its customers and to prevent malicious or adverse campaign launched by the competitors, their agents, Employees, servants.
21. Monitor the market demand, competitor strategy, impact and local business, new projects, changes in local laws, conduct of competitors, their agents, instances of fraudulent transactions and to report the same to RCPL.
22. Obtain from the customers and submit to RCPL, an end-use/ fund utilization certificate in respect of loan disbursed by RCPL, duly certified by an independent chartered accountant / cost accountant / architect / engineer, so as to verify that the loan amount has been utilized only for the purpose for which the loan was sanctioned.
23. To assist RCPL, its auditors and consultants to conduct any investigation relating to its operations, fraudulent transactions, misrepresentations made by its Employees or customers whilst providing services under this Agreement.
24. Any measures required to be taken by Service Provider for marketing and promoting the Products shall be taken by Service Provider only with the prior written approval of RCPL.
25. Any other services as required by RCPL from time to time.

**PART-2- TERRITORY:**

“Territory” shall be allocated during time of engagement by RCPL in writing to the Direct Selling Agent. Any change in "Territory" shall be communicated by RCPL in writing to the Direct Selling Agent from time-to-time.

**SCHEDULE B**

**[CODE OF CONDUCT]**

**CODE OF CONDUCT APPLICABLE TO DEALERS /DIRECT SALES AGENTS (DSA)/ DIRECT MARKETING AGENTS (DMA)/RECOVERY AGENTS (RA)**

**Preamble**

The Code of Conduct for the Dealers, Direct Sales Agent (DSA), Direct Marketing Agents (DMA) and Recovery Agents (RA) {herein collectively referred as “**Agents**”} is a non-statutory code laid down by RATNAAFIN CAPITAL PRIVATE LIMITED (herein referred as “**the Company**” or “**RCPL”**) for adoption and implementation by their Agents while operating as representatives of the Company.

**Applicability**

This Code of Conduct (“**CoC” or “this Code”**”) for Agents has been adopted and included as part of the agreement between the Company and the Agent’s establishment. This Code will apply to all persons employed by the Agents who would be involved in sales, marketing and distribution of any loan or other financial product of the Company. It is also applicable on recovery procedures and other incidental services performed/rendered on behalf of the Company.

The Agents and their staff/ associates must agree to abide by this Code prior to undertaking any sales / marketing / recovery operation on behalf of the Company. Any employee or associate of the Agent found to be violating this Code will be blacklisted and the A gent will report such action taken to the Company from time to time. Failure to comply with this requirement may result in permanent termination of the business tie-up of the Agency with the Company and may even lead to permanent blacklisting by the industry.

To ensure that the employees/ associates of the Agents adhere to the terms of this, the Agency shall obtain a declaration from them before assigning them their duties. The format of the declaration is enclosed as per Annexures.

**Code of Conduct**

| **Code** | **Do’s** | **Don’ts** |
| --- | --- | --- |
| **Appearance, dress code** | * Well Groomed, ironed, Clean and   Tidy Formals.   * Shirt sleeves buttoned down | * No long unkempt hair. * Shirt sleeves not rolled up. * No chappals or sandals. |
| **Speech** | * Introduce yourself with identity card * Use formal address. * Tone should be sincere polite yet assertive and firm. * Decency and decorum to be maintained. * Fluency in English and/or local language | * Do not get tough or aggressive or abusive. * Do not lose cool, get angry or even irritated irrespective of reason. * Pitch should not be high. * Should not get personal. |
| **Belongings** | * Identity Card, Letter of authority. * Official receipt book issued from Company. * Diary for writing the information gathered * Customer’s current statement of account. | * Do not collect any cash without issuing Company authorized receipt to the customer. |
| **Ethics** | * Fair and ethical in your dealings with customers. * Repossessions interaction should be based on courtesy, fair treatment and persuasion. | * Collector should not make any verbal or written promises to customer without r prior written consent of Company, on matters outside his preview or on product features. * No personal dealings with customers * No gifts or favors or bribes shall be accepted by the Agents. |
| **Information and Confidentiality** | * Present clear information to prospects / customers about the Company’s products and services, the terms and conditions of the loan products. * Present all the information required by the customer in an orderly fashion and in vernacular language or the language as understood by them. * RCPL and Agents to keep records of interactions with the customer. * Agents including its staff shall always treat all the personal information of the prospects / customers as confidential. * Agents should respect a prospect’s privacy. * The prospect’s interest may normally be discussed only with the prospect and any other individual/family member such as prospect’s accountant/ secretary / spouse, authorized by the prospect. | * Un-authorized information written or verbal cannot be divulged to any customer / competitor / any other person. * No information on the customers to be shared with other customers. * Agents shall not discuss the prospect’s interest with anyone else. |
| **Trainings** | * Agents shall be properly trained to handle their responsibilities with care and sensitivity, particularly aspects such as soliciting customers, hours of calling, privacy of customer information and conveying the correct terms and conditions of the products on offer, etc |  |
| **Process Product Discipline** | * Agents will perform their role within the framework of the instructions issued to them in terms of process manuals and specifics of Repossession procedure based on the product |  |
| **Maximize Effectiveness** | * Agents will strive to maximize the effectiveness of the visits by pre-visit preparation and result orientation in order to improve result. |  |
| **Proximity** | * Maintain a reasonable distance from the customer | * No physical contact with the customer * No obstruction to customer movement |
| **Timing (Calls/ Visits)** | * Earliest: 0900 hours * Latest: 1900 hours * Calls earlier or later than the prescribed hours may be placed only under the following conditions:  1. When the borrower has authorized to do so in writing or orally 2. Due notice of recall of the loan has been served by the Company on the borrower, and appointment of recovery agent has been intimated to him, and the borrower is intentionally avoiding calls of the RA 3. Time and number of calls and contents of conversation will be documented  * The borrower would be contacted ordinarily at the place of his choice and in the absence of any specified place he will be contacted at his/her residence in the place of employment/ business as the case may be. | * Inappropriate occasions such as bereavement in the family or such other calamitous occasions would be avoided for making calls/ visits to collect dues. |
| **Tele-marketing\* (DSE/ DMA only)** | The DSA will contact a prospect for sourcing a Company product or Company related product only under the following circumstances:   * When prospect has expressed a desire to acquire a product through official website of the Company or site/call centre/Branch or through the Relationship Manager at the Company, or has been referred to by another prospect/customer, or is an existing customer of the Company who has given consent for accepting calls on other products of the Company * When the prospect's name/telephone number/ address is available & has been taken from one of the lists/directories/databases approved by the Manager / Team Leader of the DSA after taking his/ her consent. | * The DSA will ensure that their staff/ employee/ associate will not call a person whose name/number is flagged in any "do not disturb" list made available to him/her. |
| **Call Etiquettes** | * The A gent will identify himself/herself and the name of the Company he/she is representing i.e., RCPL and request permission to proceed * If denied permission, he/she will apologize and politely disconnect. * If permission granted, state reason for call and provide the borrower with all the information regarding dues and necessary notice be given for enabling discharge of dues. * Offer to call back, if the borrower is busy. * Talk in language which is most comfortable to the borrower. * Keep conversation limited to business matters. . * Reconfirm next call or next visit * Provide contact numbers (for Agents as well as the Company) * Thank the prospect for his/her time | * Do not use inappropriate language that could create discomfort * Do not interrupt or argue over the call * Do not extend the conversation beyond business matters |
| **Visit Etiquettes** | * Respect personal space - maintain adequate distance from the prospect. * Respect the prospect's privacy. * If the prospect is not present and only family members/office persons are present at the time of the visit, he/she will end the visit with a request for the prospect to call back. * Provide his/her telephone number, and the supervisor's name or the concerned officer's contact details, if asked for by the prospect /customer. * Limit discussions with the prospect to the business - Maintain a professional distance | * Do not enter the prospect's residence/office against his/her wishes * No prospect will be visited in large numbers - i.e. not more than one agent one accomplice if required |
| **Representation** | * The RAs will identify himself/herself to the borrower and will apprise him/her of the authority to represent. | * Do not mislead/misrepresent the prospect on any service / product offered by the Company. * Do not mislead/misrepresent the prospect about the DSA Establishment's business or name, or falsely represent them. * Do not make any false / unauthorized commitment on behalf of the Company for any facility/service. |
| **Letters & other communication** | Any communication sent to the prospect shall be only in the mode and format approved by the Company |  |
| **Repossession \* (RA only)** | * Repossession and Collection of Dues by RA to be carried out strictly as per RCPL norms and Fair Practice Code * Reasonable notice will be given before repossession of security as well as before its realization. * All assistance will be given to resolve disputes or differences in a mutually acceptable and in an ordinary manner, if any as regards dues. * Demeanor that will suggest criminal intimidation or threat of violence would be scrupulously avoided. | * No repossession to be done before 700 hours and beyond 1900 hrs. * No repossession to be done without clear authentication and repo-kit from the Company by the agency. * Agents shall not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the debtors' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations. |

**General Instruction(s):**

1. Protect the interest of the Company and ensure that the Company shall not suffer any reputational risk or loss due to any acts, deeds or actions or lack of the same, undertaken / supposed to be undertaken by the Agent.
2. Agents shall refrain from any action that could damage the integrity and reputation of the Company and that they observe strict customer confidentiality.
3. Non – furnishing of any misleading/wrong information to any prospective customer on the policies and the terms and conditions of the product.
4. Co-operate with RCPL officials in case of any investigations or inquiry.
5. Not sharing any internal communication received from RCPL with the customer, whether in print, electronic or any other medium of communication.
6. DLR/DSA/DMA/RA including contractors, sub-contractors to take care of social and environmental requirements Viz. no use of child/forced labour, no use of hazardous things causing damage to the environment etc.
7. The Agents or any person on his behalf or his employees/representatives cannot accept any kind of gratuitous payment / benefit from any customer / potential customer in any form or manner for any services being performed for RCPL. Any acceptance of such gratuitous payment accepted by the employees / representatives of the Agents should be immediately reported to RCPL and in such cases RCPL may in its discretion undertake any action which it deems fit.
8. The Agents shall not engage in discussing the customer interest with any other persons other than those authorized by the customer and/or RCPL.